

10790

VC-3272/11 1-10244/12

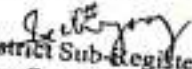


पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

N 087990

14/11/12  
 7-3008  
 19255/12

Certified that the document is admitted to  
 registration. The signature sheets and  
 the endorsement sheets attached with the  
 document are the part of this document.

  
 District Sub-Register-III  
 Alipore, South 24-parganas  
 16.11.2012

**DEVELOPMENT AGREEMENT**

THIS AGREEMENT is made and executed on this 12<sup>th</sup> day of  
 November, TWO THOUSAND AND TWELVE.

**BY AND BETWEEN**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CT Volume number 21  
Page from 406 to 466  
being No 10244 for the year 2012.



*Shash*

(Srijani Ghosh) 19-November-2012  
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS  
Office of the D.S.R. III SOUTH 24-PARGANAS  
West Bengal District Sub-Registrar-III  
Alipore, South 24-Parganas



Government Of West Bengal  
Office Of the D.S.R. - III SOUTH 24-PARGANAS  
District:-South 24-Parganas

Endorsement For Deed Number : I - 10244 of 2012  
(Serial No. 10790 of 2012)

On

Payment of Fees:

On 12/11/2012

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 19.30 hrs on :12/11/2012, at the Private residence by Sri Rajib Bhattacharjee , one of the Claimants.

Admission of Execution(Under Section 58,W.B.Registration Rules,1962)

Execution is admitted on 12/11/2012 by

1. Sri Adhir Chandra Mondal, son of Lt Banshiram Mondal , 42, KABI SUKANTA ROAD, Kolkata, Thana:-Purba Jadabpur, P.O. :-Santoshpur ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075, By Caste Hindu, By Profession : Others
2. Sri Kaushik Maitra  
Director, Uncircle Consultants Pvt Ltd. Pan No. Aaacu8810b, 63, Baroda Avenue, Kolkata, Thana:-Jadavpur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, . By Profession : Business
3. Sri Rajib Bhattacharjee  
Director, Uncircle Consultants Pvt Ltd. Pan No. Aaacu8810b, 63, Baroda Avenue, Kolkata, Thana:-Jadavpur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, . By Profession : Business  
Identified By Manoj Kr Ghosh, son of . , High Court, Kolkata, Thana:-High Court Calcutta, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Advocate.

( Rajendra Prasad Upadhyay )  
DISTRICT SUB-REGISTRAR-III OF SOUTH  
24-PARGANAS

On 14/11/2012

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-3,29,60,870/-

Certified that the required stamp duty of this document is Rs.- 75020 /- and the Stamp duty paid as: Impressive Rs.- 100/-



*Rajendra Prasad Upadhyay*  
District Sub-Registrar-III  
Alipore, South 24-Parganas

( Rajendra Prasad Upadhyay )  
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS  
EndorsementPage 1 of 2

16/11/2012 13:59:00



**Government Of West Bengal**  
**Office Of the D.S.R. - III SOUTH 24-PARGANAS**  
**District:-South 24-Parganas**

**Endorsement For Deed Number : I - 10244 of 2012**  
**(Serial No. 10790 of 2012)**

**( Rajendra Prasad Upadhyay )**  
**DISTRICT SUB-REGISTRAR-III OF SOUTH**  
**24-PARGANAS**

**On 16/11/2012**

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,  
Article number : 4, 5(f) of Indian Stamp Act 1899.

**Payment of Fees:**

Amount By Cash

Rs. 53.00/-, on 16/11/2012

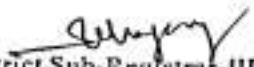
( Under Article : ,E = 21/- ,H = 28/- ,M(b) = 4/- on 16/11/2012 )

**Deficit stamp duty**

Deficit stamp duty Rs. 75000/- is paid, by the draft number 006045, Draft Date 12/11/2012, Bank Name  
State Bank of India, PRINCE ANWAR SHAH ROAD, received on 16/11/2012

**( Rajendra Prasad Upadhyay )**  
**DISTRICT SUB-REGISTRAR-III OF SOUTH**  
**24-PARGANAS**



  
District Sub-Registrar-III  
Alipore, South 24-Parganas

**( Rajendra Prasad Upadhyay )**

**DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS**

**SRI ADHIR CHANDRA MONDAL**, son of Late Banshiram Mondal, aged about 68 years, by religion Hindu, by Occupation Land Owner, residing at 42 Kabi Sukanta Road, Post Office - Santoshpur, Police Station Survey Park, Kolkata 700 075, and having Income Tax PAN AYMPM4000C, and hereinafter referred to as the "**OWNER**" (which expression unless otherwise excluded by or repugnant to the context shall deemed to mean and include his heirs, executors, administrators, nominees, legal representatives and assigns) of the **FIRST PART**

**AND**

**UNCIRCLE CONSULTANTS PRIVATE LIMITED**, (CIN No. U74140WB2006PTC111005), a Private Limited Company incorporated under Indian Companies Act 1956, and having its Registered Office at 63, Baroda Avenue, under Police Station Patuli, Kolkata-700084, and having Income Tax PAN AAACU8810B and herein represented by its Directors, **Sri Kaushik Maitra** (DIN No. 01225799) son of Sri Kalyan Kumar Maitra, by religion Hindu, by occupation Business, residing at 31, Baroda Avenue, Kolkata - 700084, and **Sri Rajib Bhattacharjee**, (DIN No. 01166472) son of Sri Santipada Bhattacharjee, by religion Hindu, by occupation Business, residing at 26/2, Durga Prasanna Paramhans Road, Kolkata - 700 047, as per Board Resolution dated 08.11.2012, hereinafter called and referred to as the "**DEVELOPER/BUILDER**" (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successor in chair/office executors, administrators, assigns and/or representatives) of the **SECOND PART**.

**WHEREAS :**

1. One Nanilal Mondal, alias Nani Gopal Mondal son of Hari Sadhan Mondal, since deceased, was in absolute possession

and enjoyment of **ALL THAT** piece and parcel of land measuring about 6 (six) Acres 83 Decimal comprising Dag No. 613, appertaining to Khatian No. 161, J.L. No. 23, Touzi No. 109, lying and situated in Mouza Rajapur, Pargana Khaspur, Sub-Registry Office Alipore,

2. Smt. Kadambani Dassi, wife of Nanilal Mondal, alias Nani Gopal Mondal purchased **ALL THAT** piece and parcel of land measuring about 14.5 Decimal comprising Dag No. 613, appertaining to Khatian No. 161, J.L. No. 23, Touzi No. 109, lying and situate in Mouza Rajapur, Pargana Khaspur, Sub-Registry Office Alipore, from its erstwhile owner on 27<sup>th</sup> October 1943 by a Registered Bengali Kobala.
3. The name of said Nanilal Mondal, alias Nani Gopal Mondal son of Hari Sadhan Mondal Since deceased, was published in ROR in respect of both the plot of land at aforesaid as a Rayati.
4. The said Nanilal Mondal alias Nani Gopal Mondal died intestate on 13<sup>th</sup> May, 1960, leaving him surviving his childless widow Smt. Kadambini Dassi, as his only legal heiress as per Hindu Succession Act, 1856.
5. After the death of said Nanilal Mondal alias Nani Gopal Mondal, his widow Smt. Kadambini Dassi (nee Mondal) become sole and absolute owner of **ALL THAT** piece and parcel of land measuring about 6 (six) Acres 97.5 Decimal comprising Dag No. 613, appertaining to Khatian No. 161, J.L. No. 23, Touzi No. 109, lying and situate in Mouza Rajapur, Pargana Khaspur, Sub-Registry Office Alipore.

6. The said Nanilal Mondal alias Nani Gopal Mondal during his lifetime expressed his desire to gift ALL THAT piece and parcel of land measuring about 6 (six) Acres 83 Decimals to Sri Adhir Chandra Mondal, the party of the FIRST PART hereto, who use to look after him and his wife as a son but due to his sudden death on 13<sup>th</sup> May, 1960, the document in respect of gift could not be executed in favour of Sri Adhir Chandra Mondal.
7. Smt. Kadambini Dassi (nee Mondal), the widow of Nanilal Mondal alias Nani Gopal Mondal, to give honour and effect to the desire of her deceased husband and out of natural love and affection which she bears towards the said Adhir Chandra Mondal executed a Bengali Deed of Gift dated 12<sup>th</sup> Ashar, 1369, B. S. corresponding to 27<sup>th</sup> June, 1962 AD in favour of Sri Adhir Chandra Mondal in respect of 6 (six) Acres 97.5 Decimal plot of land as specifically mentioned in Schedule "Ka " and "Kha" of the said Deed of Gift. The said Deed was duly registered in the office of the Sub-Registrar Alipore on 6<sup>th</sup> July, 1962 and recorded in Book No. 1, Volume No. 112, Pages 31 to 34 Being No. 5563 for the year 1962.
8. On the strength of the said Deed of Gift, Sri Adhir Chandra Mondal, the Party of the First Part, herein become sole and absolute owner of ALL THOSE piece and parcel of land measuring about 6 (six) Acres 83 Decimal lying and situate at Mouza Rajapur, J.L. No. 23, R.S.No. 14.5 Under Touzi No. 109, under P.S. formally Tollygunge at present Purba Jadavpur, in the District of 24 Parganas ( South ) under the Kolkata Municipal Corporation, Ward No. 103, comprising in different following Khaitan and Dag No. :

- i) C.S. Khatian No. 211, C.S. Dag No. 804 and R.S. Khatian No. 90, R.S. Dag No. 876, land measuring about 2 Acres,
- ii) in C.S. Khatian No. 211, C.S. Dag No. 967, R.S. Khatian No. 536, R.S. Dag No. 1017, land measuring about 1.51 Acres and
- iii) in C.S. Khatian No. 211, C.S. Dag No. 960, R.S. Khatian No. 536, R.S. Dag No. 1008, land measuring about .59 decimal and
- iv) in C.S. Khatian No. 90, C.S. Dag No. 651, R.S. Khatian No. 91, R.S. Dag No. 717, land measuring about .7 decimal and
- v) in C.S. Khatian No. 90, R.S. Khatian No. 91, C.S. Dag No. 652, R.S. Dag No. 718 land measuring about .14 decimal and
- vi) in C.S. Khatian No. 90, R.S. Khatian No. 91, C.S. Dag No. 914, R.S. Dag No. 963, land measuring .19 decimal and
- vii) in C.S. Khatian No. 92, R.S. Khatian No. 92, C.S. Dag No. 966, R.S. Dag No. 1015 land measuring 2.33 Acres (2 Acres 33 Decimals) ,  
now recorded in R.S. Dag No. 666 under R.S. Khatian No. 690 of the said Mouza-Rajapur.

**AND**

**ALL THAT** piece and parcel of land measuring about 14.5 Decimal comprising Dag No. 613, appertaining to Khatian No. 161, J.L. No. 23, Touzi No. 109, lying and situate in Mouza Rajapur, Pargana Khaspur, Sub-Registry Office Alipore.



9. The Land Acquisition Collector of South 24 Parganas (South) acquired ALL THAT piece and parcel of Land measuring about 59 Decimal in C.S. Dag No. 960 under C.S. Khatian No. 211, R.S. Khatian No. 536, R.S. Dag No. 1008 of the said Mouza-Rajapur for the purpose of Housing Project of C.M.D.A., now known as K.M.D.A.
10. The Land Acquisition Collector of South 24 Parganas (South) acquired ALL THAT piece and parcel of Land measuring about 1.51 Acres in C.S. Khatian No. 211, C.S. Dag No. 967, R.S. Khatian No. 536, R.S. Dag No. 1017 of the said Mouza-Rajapur for the purpose of Housing Project of C.M.D.A. , now known as K.M.D.A.
11. The Land Acquisition Collector of South 24 Parganas (South) acquired ALL THAT piece and parcel of Land measuring about 2.33 Acres in C.S. Khatian No. 92, R.S. Khatian No. 92, C.S. Dag No. 966, R.S. Dag No. 1015 of the said Mouza-Rajapur for the purpose of Housing Project of C.M.D.A. now known as K.M.D.A.
12. Sri Adhir Chandra Mondal, the party of the FIRST PART herein sold, transferred and conveyed ALL THAT piece and parcel of Land measuring about .19 decimal in C.S. Khatian No. 90, C.S. Dag No. 914, R.S. Khatian No. 98, R.S. Dag No. 963 of the said Mouza -Rajapur, by a Registered Deed of Sale, bearing Being No. 2078 for the year 1958.
13. Sri Adhir Chandra Mondal, the party of the FIRST PART herein, further sold, transferred and conveyed ALL THAT piece and parcel of Land measuring .07 decimal more or less in C.S. Khatian No. 90, R.S. Khatian No. 91, C.S. Dag No. 651, R.S. Dag No. 1017 of the said Mouza-Rajapur by

Registered Deed of Sale, Bearing being No. 5577, for the year 1983.

14. Sri Adhir Chandra Mondal, the party of the **FIRST PART** herein, also further sold, transferred and conveyed, **ALL THAT** piece and parcel of Land measuring about .14 decimals in C.S. Khatian No. 90, R.S. Khatian No. 91, C.S. Dag No. 652, R.S. Dag No. 718, at Mouza Rajapur, by a Registered Deed of Sale, bearing Being No. 3521 for the year 1985.
15. The Land Acquisition Collector of South 24 Parganas (South) acquired **ALL THAT** piece and parcel of Land measuring about measuring .51 decimal (out of total Land measuring about 2.00 Acre ) in C.S. Khatian No. 211 R.S. Khatian No. 90, C.S. Dag No. 804, R.S.Dag No. 876 of the said Mouza-Rajapur for Canal leaving the remaining portion of Land measuring about 1.49 Acre.
16. Sri Adhir Chandra Mondal, the party of the **FIRST PART** herein, also further sold, transferred and conveyed, **ALL THAT** piece and parcel of Land measuring about 16 Cottahas (equal to .266 decimal ) out of remaining portion of Land measuring 1.49 Acres ( equal to 89 Kottahs 6 Chittack 18 Sq. ft. ) in C.S. Khatian No. 211 R.S. Khatian No. 90, C.S. Dag No. 804, R.S. Dag No. 876 of the said Mouza-Rajapur by Registered Deed of Sale, bearing Being No. 2836, for the year 2003.
17. Sri Adhir Chandra Mondal, the party of the **FIRST PART** herein, gifted **ALL THAT** piece and parcel of Land measuring about 15 Cottahas (equal to .247 decimal ) out of remaining portion of Land measuring about 1.224 Acres ( equal to 73 Kottahs 6 Chittack 18 Sq. ft. ) in C.S. Khatian No. 211

R.S.Khatian No. 90, C.S.Dag No. 804, R.S.Dag No. 876 of the said Mouza-Rajapur, to his two sons namely Sri Barun Mandal and Sri Tarun Mondal by two separate Registered Deed of Gift, one bearing being No. 2837, for the year 2003 and other bearing Being No. 3360, for the year 2003.

18. The Land Acquisition Collector of South 24 Parganas (South) acquired ALL THAT piece and parcel of Land measuring about measuring about 8 Cottahas (out of total Land measuring about 58 Cottahas 6 Chattacks 18 Sq. ft.) in C.S. Khatian No. 211 R.S. Khatian No. 90, C.S. Dag No. 804, R.S. Dag No. 876 of the said Mouza-Rajapur for widening 40 ft wide K.M.C. Road, leaving the remaining portion of Land measuring about 51 Cottahas which are non contiguous.
19. In the circumstances, Sri Adhir Chandra Mondal, the party of the FIRST PART herein, became sole and absolute owner of following non contiguous pieces and parcel of Land measuring altogether about 51 Cottahas in C.S. Khatian No. 211 R.S.Khatian No. 90, C.S.Dag No. 804, R.S.Dag No. 876 of the said Mouza-Rajapur within the limit of Kolkata Municipal Corporation Ward No. 103.
  - i) **ALL THAT** piece and parcel of Land measuring about measuring about 38 Cottahas in C.S. Khatian No. 211 R.S. Khatian No. 90, C.S. Dag No. 804, R.S. Dag No. 876 of the said Mouza-Rajapur, P.S. formally Tollygunge then Kasba and at present Purba Jadavpur, now within the limit of Ward No.103, of The Kolkata Municipal Corporation, in the District of South 24 Parganas.

- ii) **ALL THAT** piece and parcel of Land measuring about measuring about 5 Cottahas in C.S. Khatian No. 211 R.S. Khatian No. 90, C.S. Dag No. 804, R.S. Dag No. 876 of the said Mouza-Rajapur, P.S. formally Tollygunge then Kasba and at present Purba Jadavpur, now within the limit of Ward No.103, of The Kolkata Municipal Corporation, in the District of South 24 Parganas.
  
- iii) **ALL THAT** piece and parcel of Land measuring about measuring about 4 Cottahas in C.S. Khatian No. 211 R.S. Khatian No. 90, C.S. Dag No. 804, R.S. Dag No. 876 of the said Mouza-Rajapur, P.S. formally Tollygunge then Kasba and at present Purba Jadavpur, now within the limit of Ward No.103, of The Kolkata Municipal Corporation, in the District of South 24 Parganas.
  
- iv) **ALL THAT** piece and parcel of Land measuring about measuring about 4 Cottahas in C.S. Khatian No. 211 R.S. Khatian No. 90, C.S. Dag No. 804, R.S. Dag No. 876 of the said Mouza-Rajapur, P.S. formally Tollygunge then Kasba and at present Purba Jadavpur, now within the limit of Ward No.103, of The Kolkata Municipal Corporation, in the District of South 24 Parganas.

20. Sri Adhir Chandra Mondal, the party of the FIRST PART herein, has applied for mutating his name in respect of the aforesaid pieces of Land measuring about 51 Cottahas in C.S. Khatian No. 211, R.S. Khatian No. 90, C.S. Dag No. 804, R.S. Dag No. 876 of the said Mouza-Rajapur before the B.L. &

L.R.O. Concerned vide Case No. 4016/04, Dated 02.03.2005 and paying taxes regularly from time to time vide U.L.C. No. 21/1/UCL, Dated 31.03.2005.

21. Sri Adhir Chandra Mondal, applied before Honorable Municipal Affairs and Urban Development Department, of West Bengal, praying for release of Land by the Land Ceiling Authority at Mouza Rajapur, J.L. No. 23, R.S. Khaitan No. 90, Dag No. 876, P.S. formerly Tollyguge, then Kasba and now Purba Jadavpur, under The Kolkata Municipal Corporation, Ward No.103, Under UL(C&R) Act, 1976, and the Competent Authority Govt. of West Bengal, released the said Land vide their Memo No. 21/ULC/2005 dated 31.01.2005.
22. Sri Adhir Chandra Mondal, applied before The Kolkata Municipal Corporation, for mutating his name in respect of **ALL THAT** piece and parcel of Land measuring about measuring about 38 Cottahas in C.S. Khatian No. 211 R.S. Khatian No. 90, C.S. Dag No. 804, R.S. Dag No. 876 of the said Mouza-Rajapur, P.S. formally Tollygunge then Kasba and at present Purba Jadavpur, now within the limit of Ward No.103, of The Kolkata Municipal Corporation, in the District of South 24 Parganas and other Plot of Land and he also executed a Registered Deed of Declaration dated 24.08.2005, resister with D.S.R. III Alipore South 24 Parganas and Recorded in Book No. 1, Volume No. 11, Page 6694 to 6707, Being No. 5077 for the year 2005.
23. The Kolkata Municipal Corporation, mutated the name of said Sri Adhir Chandra Mondal, the party of the **FIRST PART** herein in his record in respect of **ALL THAT** piece and parcel of Land measuring about measuring about 38 Cottahas in C.S. Khatian No. 211 R.S. Khatian No. 90, C.S. Dag No. 804,

R.S. Dag No. 876 of the said Mouza-Rajapur, P.S. formally Tollygunge then Kasba and at present Purba Jadavpur, now within the limit of Ward No.103, of The Kolkata Municipal Corporation, in the District of South 24 Parganas and allotted Premises No. 347/1, Rajapur East, Kolkata - 700 075, herein after the sake of brevity called and referred to as the "**SAID PREMISES**".

24. By an Agreement dated 14<sup>th</sup> December, 1999 executed between Sri Adhir Chandra Mondal and Kadambini Smriti New Market, the said Adhir Chandra Mondal agreed to Gift, Sale or Transfer or Lease out 3000 Sq. Ft. on the Ground Floor of the multi storied building to be construed on or at the said Premises, without any consideration, in favour of the Board of Trustees of Kadambini Smriti New Market with an understanding that the Board of Trustees will extend all sorts of help, assistance and co-operation for construction and completion of the said project consisting of multistoried building/s to the party of the FIRST PART and/or the Developer/Promoter appointed by the FIRST PART and will not demand anything except the above mentioned 3000 Sq. Ft. on the Ground Floor and/or will have no right to any other portions of the said project.
25. The Party of the FIRST PART is desirous of raising a New Building/Buildings on the said Premises more-fully described and mentioned in the FIRST SCHEDULE hercinunder written containing several self sufficient Residential Flats, Commercial Spaces and Market Complex and other spaces according to the Building Plan sanctioned by the Kolkata Municipal Corporation .

26. Knowing the intention of the FIRST PART, one ex-director of the SECOND PART, Sri Bidyut Das, son of Late Srish Chandra Das, approached the FIRST PART for developing the said Premises and for constructing a New Building thereon and for commercially exploiting the said Premises which is more-fully and particularly described and mentioned in the FIRST SCHEDULE for mutual benefit and consideration in his personal capacity and/or under its sole proprietary business carried on under the name and style of M/s. Cemac Construction.
27. The said Sri Bidyut Das, entered in to an Agreement with the First Part in the his personal name and/or as Proprietor of CEMAC CONSTRUCTION, on 4<sup>th</sup> January 2006, for developing the said Premises and constructing a New Building/Buildings thereon and commercially exploiting the said Premises which is more-fully and particularly described and mentioned in the FIRST SCHEDULE for mutual benefit and consideration, on the certain terms and conditions contained therein.
28. The said Sri Bidyut Das, thereafter commenced with all incidental and preliminary works in respect of the application for sanction of the Building Plan.
29. But due to lack of finance, the said Sri Bidyut Das expressed his unwillingness to complete the said Project as per the terms and conditions contained in the Agreement dated 4<sup>th</sup> January, 2006, and demanded Rs.15,00,000/- (Rupees Fifteen Lac) only, as reimbursement of expenses incurred by him in connection of the said Project including Rs.5,00,000/- (Rupees Five Lac) only, paid to Sri Adhir Chandra Mondal, the FIRST PART herein. Further he recommended M/s. Uncircle

Consultants Pvt. Ltd., the SECOND PART herein, as a suitable alternate organization as a Developer to Sri Adhir Chandra Mondal, the FIRST PART herein

30. It was agreed by and between M/s. Uncircle Consultants Pvt. Ltd., SECOND PART herein, Sri Adhir Chandra Mondal, FIRST PART herein and the said Sri Bidyut Das that (a) Sri Bidyut Das and Sri Adhir Chandra Mondal shall sign and execute a **Deed of Cancellation of Agreement** for canceling the Agreement dated on 4<sup>th</sup> January, 2006, (b) Sri Adhir Chandra Mondal shall revoke the Power granted by him to Sri Bidyut Das, as per Power of Attorney dated 9<sup>th</sup> August 2006, by the executing a **Deed of Revocation of Power of Attorney** (c) a **Development Agreement** shall be signed and executed by and between M/s. Uncircle Consultants Pvt. Ltd., SECOND PART herein, and Sri Adhir Chandra Mondal, FIRST PART herein for development of the SAID PREMISES, (d) M/s. Uncircle Consultants Pvt. Ltd., SECOND PART herein, shall pay a total of Rs.15,00,000/- (Rupees Fifteen Lac) only, to Sri Bidyut Das as reimbursement of expenses incurred by him in connection of the said Project including Rs.5,00,000/- (Rupees Five Lac) only, paid to Sri Adhir Chandra Mondal, the FIRST PART herein as adjustable advance and also including the cost of Cancellation of Agreement, and (e) Sri Adhir Chandra Mondal, the FIRST PART herein shall grant a Power of Attorney in favour of M/s. Uncircle Consultants Pvt. Ltd., or its nominees for construction and completion of the said project and also for selling the Units/Flats/Shops/Other constructed space/s of and from Developers Allocations.
31. As per aforesaid verbal settlement made by and between M/s. Uncircle Consultants Pvt. Ltd., SECOND PART herein,



Sri Adhir Chandra Mondal, the FIRST PART herein and the said Sri Bidyut Das, M/s. Uncircle Consultants Pvt. Ltd., the SECOND PART herein paid Rs.15,00,000/= to Sri Bidyut Das vide Cheque No. 061901 dated 06.03.2007 amounting to Rs.15,00,000/= drawn UTI Bank, Garia Branch issued in favour of Cemac Construction.

32. Sri Bidyut Das and Sri Adhir Chandra Mondal, also cancelled the Agreement dated on 4<sup>th</sup> January, 2006, by executing a **Deed of Cancellation of Agreement** on 3<sup>rd</sup> September 2007, whereby both the parties released each other from all obligations contained in Agreement dated 4<sup>th</sup> January 2006, and all the terms and conditions contained in the said Agreement dated 4<sup>th</sup> January 2006, became null and void.
33. Sri Adhir Chandra Mondal also revoked the Power granted by him to Sri Bidyut Das, by executing a **Deed of Revocation of Power of Attorney** on 3<sup>rd</sup> September 2007, which was duly confirmed by Sri Bidyut Das.
34. M/s. Uncircle Consultants Pvt. Ltd., the SECOND PART herein and Sri Adhir Chandra Mondal, the FIRST PART herein, entered in to a **Development Agreement** on 3<sup>rd</sup> September 2007, for developing the SAID PREMISES by constructing New Building/Buildings thereon and also for commercially exploiting the SAID PREMISES which is more fully and particularly described and mentioned in the FIRST SCHEDULE for mutual benefit and consideration, on the certain terms and conditions contained therein.
35. Sri Adhir Chandra Mondal, the FIRST PART herein, also executed a Power of Attorney to M/s. Uncircle Consultants Pvt. Ltd., the SECOND PART herein, on 3<sup>rd</sup> September 2007

in pursuance of the Development Agreement whereby M/s. Uncircle Consultants Pvt. Ltd. was given the Power to represent the FIRST PART in all aspects for proper execution of the **Development Agreement** dated 3<sup>rd</sup> September 2007 as well as to enter into any Sale Deed with any intending purchaser and receive considerations therefrom against Developers Allocation as mentioned in the **Development Agreement** dated 3<sup>rd</sup> September 2007.

36. The **FIRST PART** executed and registered a separate Power of Attorney on 17.09.2007, in favour of Bidyut Das and Rajib Bhattacharjee, the than Director, jointly or severally as his true and lawful Attorney to do all acts, deeds and things relating to the said Premises, which was subsequently revoked by the FIRST PART, on 09.09.2008, by executing a registered Deed of Revocation of Power.
37. In pursuance of the said Development Agreement and the Power of Attorney, M/s. Uncircle Consultants Pvt. Ltd., the **SECOND PART** herein obtained the Sanctioned Plan being Sanctioned Plan No. 105 / XII / 2008 -09, dated 09.05.2008, for construction of Building/Buildings on or at the SAID PREMISES from The Kolkata Municipal Corporation and started the construction work as per the Sanctioned Building Plan.
38. Due to different provocations of Sri Bidyut Das, ex-director of the **SECOND PART**, some disagreements cropped up between the **FIRST PART** and the **SECOND PART**, which were promptly addressed by the **FIRST PART** and were immediately settled, and the said Sri Bidyut Das was removed from the Board of M/s. Uncircle Consultants Pvt. Ltd., and to avoid any future litigations and/or confusions and/or

misunderstandings and at the insistence of the FIRST PART, both the FIRST PART and the SECOND PART decided to sign and execute a fresh set of documents keeping all the terms and conditions intact and as such a Development Agreement was executed by and between FIRST PART and SECOND PART on 9<sup>th</sup> February, 2009.

39. In pursuance of the Development Agreement dated 9<sup>th</sup> February 2009, the Developer M/s. Uncircle Consultants Pvt. Ltd., SECOND PART herein started the construction as per the sanction Plan being Sanction Plan No. 105 / XII / 2008 - 09, dated 09.05.2008, and constructed approximately fifty thousand square feet on or at the said Premises morefully and particularly mentioned and described in FIRST SCHEDULE hereunder written.
40. As per the privilege and right granted under the said Development Agreement dated 9<sup>th</sup> February 2009, the Developer M/s. Uncircle Consultants Pvt. Ltd., SECOND PART herein entered into agreement with prospective buyers in respect of Sell various Flat/Car parking space/Shops/Office/Other constructed space out of developer allocation and collected advance/earnest deposit from them and invested the said amount in construction of the building on or at the said Premises.
41. Due to recent change in law both the parties herein has decided to registered this Development Agreement by presenting it before Appropriate Authority and as such they agree to sign and execute a fresh set of documents keeping all the terms and conditions intact.

42. It is clearly understood and agreed by and between both the parties hereto that each and every act deed and things done or cause to be done in pursuance of the Development Agreement dated 9<sup>th</sup> February 2009, shall stand valid as if no fresh agreement is sign and executed and both the parties agree to modify all such earlier agreements to make them legally valid.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERTO as follows:**

**ARTICLE - I**

**DEFINITION**

- 1.1 **"ARCHITECT"** shall mean a qualified Person or Persons or Organization as may be appointed time to time by the Developer as Architect for designing, planning and supervision of the proposed Building/Buildings to be constructed on the land of the Owner.
- 1.2 **"BUILDING/BUILDINGS"** shall mean the Building or Buildings intended to be constructed by the Developer on the said premises according to the Building Plan and shall include the Car Parking Space and other common spaces for the enjoyment of the other Occupants.
- 1.3 **"BUILDING PLAN"** shall mean the Plan as may be prepared by the Architect and sanctioned by the Kolkata Municipal Corporation and/or any other competent authority as the case may be for the construction of Building/Buildings on the said premises. Building Plan includes the structural Building

Plan, Architectural Building Plan and also includes plans for getting Water connection and Drainage connection.

- 1.4 **"BUILT-UP AREA"** shall mean the Slab Area of the Unit or all the Units in the premises including the bathroom, balconies and also the thickness of the exterior and internal walls and pillars and also including proportionate shares of the common areas i.e. the proportionate share of the staircase, passage spaces, lift room of the respective floors **PROVIDED THAT** if any wall be common between two Units then on half of the area under such wall shall include in such Units but shall not include any Car Parking area.
- 1.5 **"COMMON FACILITIES"** earmarked for the Common Use of Co-Owners shall include corridors, path-ways, passage ways, hall-ways, staircases, landings, lavatories, underground reservoir, pump room, generator room, overhead tanks, lifts and other spaces/facilities **WHATSOEVER** required for the establishment, location, enjoyment, provision, maintenance and/or management of the Building and/or all other part or parts of the property necessary for convenient to its existence, maintenance and safety or normally in common use.
- 1.6 **"CAR PARKING SPACE"** shall mean the OPEN or COVERED SPACE provided/earmarked by the DEVELOPER on the said land or in the Building sufficient for parking of medium size motor cars.
- 1.7 **"COMMON AREAS"** shall mean the COMMON COVERED AREA (demarcated by the Developer as Common area) in the main building proper like the staircase with landings, corridor, lifts but shall not include Car Parking Space in the Ground Floor, other space earmarked/reserved by the

DEVELOPER as saleable space in the Ground Floor and roof of the Building.

- 1.8 **"COMMON PARTS/PORCTIONS"** shall mean the parts and equipment provided and/or reserved in the said land and/or in the said Building for common use and enjoyment of the occupiers/co-owners of the various Units/Flats of the said Building proposed to be constructed in accordance with the Plan to be Sanctioned by the KMC and all other authorities which is fully described in the **FOURTH SCHEDULE** hereunder written.
- 1.9 **"CONSTRUCTED SPACE"** shall mean the space in the Building available for independent use and occupation including the space demarcated for common facilities and services as per Sanctioned Plan.
- 1.10 **"DEVELOPERS/BUILDERS"** shall mean **UNCIRCLE CONSULTANTS PRIVATE LIMITED.**, a Private Limited Company incorporated under Indian Companies Act 1956, having its registered Office at 63, Baroda Avenue, under Police Station Jadavpur, Kolkata-700084, and also include its Director and/or its successors or successors-in-interest/office and/or assigns.
- 1.11 **DEVELOPER'S ALLOCATION"** shall mean entire remaining area after providing **RESERVED ALLOCATION** i.e 3000 sq. ft. to Board of Trustees of Rajapur Kadambini Smriti New Market Trustee Board and Owners Allocations to Owner at the said **PREMISES** and undivided proportionate share in the land comprised in the premises as attributable to aforesaid Developer Allocation also together with the benefits of plan in

respect of common parts and areas as attributable proportionately to the aforesaid Developer Allocation.

- 1.12 **"EXECUTION"** shall mean the date of signing this agreement.
- 1.13 **"FLAT/UNIT"** shall mean habitable FLAT and/or SPACE constructed in the said Building/Buildings at the said premises and which are intended and/or capable of being exclusively occupied/owned by any person and shall include proportionate share of the Covered Area or the Common Area.
- 1.14 **"F.A.R." (Proposed)** shall mean F.A.R. proposed and submitted in Building Plan before The Kolkata Municipal Corporation for sanction containing two numbers Ground Plus Five Storied Buildings having 45 + 4 tenements, Shops having an area about 296.07 Square Meter (to be allotted to Board of Trustees of Rajapur Kadambini Smriti New Market Trustee Board) and 37 Car Parking space (28 covered car parking and 9 open car parking space).

The size of tenements in Block "A" (i.e. First Building) as per the sanctioned plan of the Kolkata Municipal Corporation and **excluding the "COMMON FACILITIES", "COMMON AREAS", "COMMON PARTS/PORTIONS"** and **"proportionate share of any other area/areas not specifically mentioned here but is/are intended for common use of the occupants of all the tenements"** are as follows:

- (a) Five tenements Numbered as "A" measuring about 118.73 Square Meter in First Floor, Second Floor, Third Floor, Fourth Floor and Fifth Floor.

- (b) Five tenements Numbered as "B" measuring about 78.12 Square Meter in First Floor, Second Floor, Third Floor, Fourth Floor and Fifth Floor.
- (c) Five tenements Numbered as "C" measuring about 78.85 Square Meter in First Floor, Second Floor, Third Floor, Fourth Floor and Fifth Floor.
- (d) Five tenements Numbered as "D" measuring about 127.43 Square Meter in First Floor, Second Floor, Third Floor, Fourth Floor and Fifth Floor.
- (e) Five tenements Numbered as "E" measuring about 78.65 Square Meter in First Floor, Second Floor, Third Floor, Fourth Floor and Fifth Floor.
- (f) Four tenements Numbered as "E - 1" measuring about 74.41 Square Meter in First Floor, Second Floor, Third Floor, and Fourth Floor.

The size of tenements in Block "B" (i.e. Second Building) as per the sanctioned plan of the Kolkata Municipal Corporation and excluding the "COMMON FACILITIES", "COMMON AREAS", "COMMON PARTS/PORTIONS" and "proportionate share of any other area/areas not specifically mentioned here but is/are intended for common use of the occupants of all the tenements" are as follows:

- (a) Five tenements Numbered as "F" measuring about 74.78 Square Meter in First Floor, Second Floor, Third Floor, Fourth Floor and Fifth Floor.



- (b) Five tenements Numbered as " G" measuring about 75.44 Square Meter in First Floor, Second Floor, Third Floor, Fourth Floor and Fifth Floor.
- (c) Five tenements Numbered as " H" measuring about 75.12 Square Meter in First Floor, Second Floor, Third Floor, Fourth Floor and Fifth Floor.
- (d) Five tenements Numbered as " I" measuring about 56.74 Square Meter in First Floor, Second Floor, Third Floor, Fourth Floor and Fifth Floor.

The Total measurement of the all tenements as per the sanctioned plan of the Kolkata Municipal Corporation and excluding the "COMMON FACILITIES", "COMMON AREAS", "COMMON PARTS/PORCTIONS" and "proportionate share of any other area/areas not specifically mentioned here but is/are intended for common use of the occupants of all the tenements" is:

4116.94 square meters (118.73 x 5 + 78.12 x 5 + 78.85 x 5 + 127.43 x 5 + 78.65 x 5 + 74.41 x 4 + 74.78 x 5 + 75.44 x 5 + 75.12 x 5 + 56.74 x 5).

1.15 "LEGAL CONSULTANT" shall mean M/s. B. AGARWAL & CO. of 357/8, Prince Anwar Shah Road, Kolkata-700 068 and/or their appointed Advocate, Consultant etc.

1.16 "OWNER" shall mean the said SRI ADHIR CHANDRA MONDAL, and his heirs, executors, nominees, successors, successors-in-interest, administrators, legal representatives and assigns.

1.17 **"OWNER'S ALLOCATION"** shall mean 40% (Forty percent) of the flat/unit Area after providing 3000 sq.ft. to Board of Trustees of Rajapur Kadambini Smriti New Market Trustee Board (i.e. 40% of ( total F.A.R. Minus 3000 sq.ft.) and as per proposed Building Plan 40% of 4116.94 square meters (total area of tenements) equal to 1646.77 square meters to be allocated in One Flat being Flat No. D in First Floor measuring about 127.43 square meters, 4 Flats being Flat No. A measuring about 118.73 square meters, B measuring about 78.12 square meters, C measuring about 78.85 square meters, E measuring about 78.65 square meters in Third Floor & 4 Flats being Flat No. A measuring about 118.73 square meters, B measuring about 78.12 square meters, C measuring about 78.85 square meters, E measuring about 78.65 square meters in Fourth Floor in Block "A" and 4 Flats being Flat No. F measuring about 74.78 square meters, G measuring about 75.44 square meters, H measuring about 75.12 square meters, and I measuring about 56.74 square meters in First Floor, 4 Flat being Flat No. F measuring about 74.78 square meters, G measuring about 75.44 square meters, and H measuring about 75.12 square meters and I measuring about 56.74 square meters in Third Floor and 3 Flats being Flat No. F measuring about 74.78 square meters, G measuring about 75.44 square meters, H measuring about 75.12 square meters, in Fifth Floor, in Block "B" in the New Building at the said PREMISES and 14 Car Parking space (9 Covered Car parking space and 5 Open Car parking space) and undivided proportionate share in the land comprised in the premises as attributable to aforesaid flats and car parking space (if any) also together with the benefits of Plan in respect of common parts and areas as attributable proportionately to the aforesaid flats/units/car parking space.

1.18 **"PROPORTIONATE OR PROPORTIONATELY"** shall mean the proportion in which the covered area of any Unit to be the covered area of all the Units in the Building PROVIDED THAT where it release to be proportionate rights in the land the same shall mean the undivided proportionate rights in the land pertaining to the covered area of respective Units.

1.19 **"PROPERTY/SAID PREMISES"** shall mean the entirety of the land measuring about 38 Cottahs 00 Chittacks 00 Sq.ft. lying and situate at in R. S. Dag No. 876(P), J. L. No. 23, Mouza Rajapur, P.S. Purba Jadavpur, District - 24 Parganas (South) being premises No. 347/1, Rajapur East, Kolkata - 700 075, under the Kolkata Municipal Corporation, Ward No. 103, Borough No. XII morefully described in FIRST SCHEDULE hereunder written and delineated in the Plan annexed hereto duly bordered therein by "RED" colour.

1.20 **"PURCHASER"** shall mean:

- (a) In case of individual - his/her heirs, legal representative, successors, administrators, executors, successor-in-interest and assigns.
- (b) In case of company - its successors, successors-in-office and assigns.
- (c) In case of Partnership Firm - the present Partners of the said Firm and such other person or persons who may be taken in or admitted as partners) of the said Firm and their respective heirs, legal representative, successors, administrators, executors, successor-in-interest and assigns.

(d) In case of Hindu Undivided Family - the Co-Partners of the said HUF and their respective heirs, legal representatives, successors, administrators, executors, successor-in-interest and assigns.

(e) In the event of more than two intending Purchasers - that in that event each of the intending Purchasers shall be entitled to an independent and distinct share or interest into or upon the said Unit or Flat.

1.21 **"RESERVED ALLOCATION"** shall mean the 3000 Sq.ft. on or at the Ground Floor of the multi storied building to be construed on or at the said Premises, and to be gifted or sold or transferred or lease out to or in favour of the Board of Trustees of Rajapur Kadambini Smriti New Market Trustee Board, without any consideration,.

1.22 **"SALEABLE SPACE"** shall mean the SPACE in the said building/buildings to be constructed and available for independent use and occupation after making due provisions for common facilities and space required thereof.

1.23 **"SUPER BUILT UP AREA"** shall mean the Built up Area of the Flat and proportionate share of common areas comprised in the said Building i.e. staircase, lobby, under ground and overhead water tank, generator room, lift, lift machine room, toilet roof, etc. and including the **"COMMON FACILITIES"**, **"COMMON AREAS"**, **"COMMON PARTS/PORTIONS"** and **"proportionate share of any other area/areas not specifically mentioned here but is/are intended for common use of the occupants of all the tenements"**

1.24 "**TECHNICAL SPECIFICATION**" shall mean the specifications of the construction of the building proposed to be constructed, which is morefully and particularly described in the FIFTH SCHEDULE hereunder written.

1.25 "**TITLE DEED**" shall mean the DOCUMENTS of title relating to the said PREMISES.

1.26 "**TRANSFER**" with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in Multistoried Building to PURCHASER/PURCHASERS thereof and will include the meaning of the said terms as defined in the Income Tax Act, 1961 although the same may not amount to a transfer in law. But shall not mean possession by DEVELOPER for raising New Building.

1.27 "**TRANSFeree**" shall mean a Person, Firm, Company, Association of persons, any other legal entity to whom any space in the said Building has been transferred or agreed to be transferred and/or allocated or has ultimately been transferred.

1.28 "**MASCULINE GENDER**" shall include Feminine Gender and vice-versa.

## ARTICLE - II

### TITLE INDEMNITY AND DECLARATION

2.1 The OWNER hereby declares that he has good and absolute right and title to the said premises and the existing structures thereon without any claim, right, title or interest of any other

person or persons claiming under or in trust for the OWNER and the OWNER has a good and marketable title to the said PREMISES and is entitled to enter into this agreement with the DEVELOPER and the OWNER hereby undertakes to indemnify and keep the DEVELOPER indemnified against any and every part of claim or action and demand WHATSOEVER that may arise relating to the title of the OWNER relating to the said Premises .

2.2 The OWNER has further represented and assured the DEVELOPER as follows :

- (a) That the recital of the Land or Premises as described and mentioned herein above is true and correct as per his knowledge and he will produce any of the document required as stated above.
- (b) That there is no suit or proceeding pending regarding the title of the OWNER to the said PREMISES or any part thereof or otherwise.
- (c) That the said Premises is free from all encumbrances, charges, trusts, liens, lispendens, attachments and liabilities WHATSOEVER or HOWSOEVER.
- (d) That there is no excess vacant land within the meaning of Urban Land (Ceiling & Regulation) Act, 1976 in the said Premises.
- (e) That no notice or order of acquisition or requisition of or alignment on the said PREMISES or any part thereof has been received or served upon the Owner nor the Owner has any knowledge or are aware of any such

notice or order of acquisition or requisition of or alignment on the said PREMISES or any part thereof.

- (f) That there is no impediment in obtaining the certificate as may be required under Income Tax Act, 1961 and other consent and permission for transfer of the space in the Building or Buildings in pursuance hereof.
- (g) That the entire premises is lying vacant and in Khas possession of the Owner and nobody except the Owner and his legal heirs, successors, representatives, administrators, executors and nominees whatsoever or howsoever has any right of possession or occupation over and in respect of the said premises or any part thereof.

2.3 The OWNER hereby also undertakes that the DEVELOPER shall be entitled to construct and complete the Building/Buildings on the said PREMISES as per terms and conditions agreed between the parties hereto and according to the Sanctioned Plan of the KMC and also to retain the DEVELOPER'S allocation thereof after providing and handing over his Allocation as per Owner's Allocation, without any interference from the Owner or any person or persons claiming through under or in trust for the Owner and in such situation the Owner shall undertake to indemnify and keep the Developer indemnified against all losses, damages, costs, charges and expenses incurred as a result of any breach of this undertaking.

2.4 The OWNER hereby undertakes that after getting his allocation as per Owner's allocation he will execute a Deed of Conveyance in favour of the DEVELOPER/BUILDER or its

nominees or to the intending Buyers of DEVELOPER'S allocations, without any hindrance or harassment and he will not raise any demand for the same.

- 2.5 The DEVELOPER is entering into this agreement relying on the aforesaid representations and/or assurances contained on the part of the Owner and believing the same to be true and correct and acting on the faith thereof.

#### **ARTICLE - III**

#### **EXPLOITATIONS & DEVELOPMENT RIGHTS**

- 3.1 The OWNER hereby grants exclusive and sole right to the DEVELOPER to build-up on and to exploit commercially the said PREMISES by constructing the Building or Buildings thereon in accordance with the Plan or Plans Sanctioned by The Kolkata Municipal Corporation with or without any amendment thereto and/or modification thereof made or cause to be made by DEVELOPER and to sell, transfer and dealing with or dispose of such Building or Buildings and each and every part thereof (excepting the OWNER'S allocation provided for the OWNER herein) as hereinafter stated.
- 3.2 The OWNER shall at the costs and expenses of the DEVELOPER and through the Developer from time to time submit the Plan or Plans to The Kolkata Municipal Corporation, appropriate Government or other authorities under the Urban Land (Ceiling & Regulations) Act, 1976 or any other body, authority or Government for sanction, permission, clearance or approval of the Plans as shall be or may be required for the constructions of the proposed building on the said premises. The DEVELOPER shall at its



own costs and expenses cause all such changes to be made in the Plans as shall be required by the Kolkata Municipal Corporation or any other authority as aforesaid and comply with any requisition for sanction, permission, clearance and/or approval as aforesaid with reasonable dispatch.

- 3.3 The OWNER shall at the request of the DEVELOPER sign all applications, papers etc. that may be necessary for obtaining necessary no objection or other certificates from Urban Land Ceiling Authorities, CMDA or Police Authorities or Fire authorities or any other authority for the purpose of erection of the building in respect of the said PREMISES.
- 3.4 All applications, Plans and other papers and documents that may be submitted by the OWNER shall be signed by them and to be submitted by the DEVELOPER at his costs and expenses in respect of the said PREMISES and the DEVELOPER shall pay and bear all fees and charges and expenses required to be paid and deposited for Sanction of the Building Plan for the Building and/or commercial exploitation of the said Premises PROVIDED HOWSOEVER ALWAYS THAT the DEVELOPER shall be exclusively entitled to all refunds, if any.
- 3.5 The OWNER shall nominate, appoint and constitute the authorised persons or persons of the DEVELOPER by way of GENERAL POWER OF ATTORNEY on behalf of the OWNER in respect of the said PROPERTY or PREMISES.
- 3.6 The DEVELOPER shall render to the OWNER all necessary assistance to apply for and/or obtain all sanctions, permission, clearance, approvals and also shall be entitled to submit applications/ papers and shall do, perform and

commit such other acts and deeds, matters and things or any one of them as the Constituted Attorney for and on behalf of and the OWNER and the DEVELOPER shall have authority and be entitled to directly collect and receive from the concerned authorities or bodies any refund or any other payment or deposit made by the DEVELOPER for which purpose the OWNER shall grant to the DEVELOPER or its nominee or nominees or representative/s necessary authority to sign, make file, amend, prosecute, withdraw and/or process the same and/or to do all other acts, deeds, matters and things as shall be necessary obtained the requisite, sanction, permission, clearance, approval and/or authorities engaged about including the completion of proposed Building or Buildings.

- 3.7 It is, however, expressly made clear that the DEVELOPER is responsible in all respects in getting the Plan sanctioned to facilitate the construction of the said BUILDING strictly in accordance with the sanctioned Building Plan and for permission under the Urban Land (Ceiling and Regulations) Act, 1976, if applicable from the competent authority and to obtain all other Sanction and permission necessary for Building and the said Building from all authorities as and when the same are required in accordance with the existing law of the land or any future amendment or modification thereof or any other law that may be enacted in future. OWNER'S responsibilities are restricted to establish that for the purpose of construction of the proposed Building there is no excess vacant land as per the present rules and regulations of the Urban Land (Ceiling & Regulations) Act, 1976 and that there can not be any lawful objection on the part of the competent authority Urban Land (Ceiling & Regulation) Act, 1976 authority or other law of the land. The

OWNER shall extend all help to the DEVELOPER by signing and executing all documents required for obtaining the necessary Sanction and permission as described fully in Articles-III.

#### ARTICLE - IV

##### COMMENCEMENT

- 4.1 This Agreement shall be deemed to have come into effect on and with effect from 4<sup>th</sup> day of January, 2006 and all acts, deeds and things done by the DEVELOPER in terms and conditions herein contained or ratified and confirmed by this agreement.

#### ARTICLE - V

##### BUILDINGS

- 5.1 The DEVELOPER shall at its own costs construct the Building/Buildings at the said PREMISES in accordance with the Plan for the purpose of construction of Residential/Commercial Flat/Office/Shop and for other purposes as may be mutually decided and with materials, fittings, flooring and fixtures as per specifications given in the FIRST SCHEDULE hereunder written and duly approved by the Architect. The Building shall contain flats of different measurements as nearly as possible strictly in accordance with the Plan prepared by the Architect.
- 5.2 The DEVELOPER shall install and provide in the Building at its own costs water storage tanks and overhead reservoirs and/or other facilities including electrical fittings, fixtures water and drainage system required to be provided in the

proposed Building in terms of the sanctioned Building Plan of The Kolkata Municipal Corporation or under any laws or by laws of regulations enacted or in force for the purpose relating to the construction of the proposed Building.

5.3 The DEVELOPER shall be authorised in so far as may be necessary to apply for in the name of the OWNER and obtain quotas entitlements and other allocation of or for cement, steel, bricks and other building materials allocable to the OWNER for the construction of the proposed Building and shall similarly to apply for and obtain temporary and/or permanent connection of water, electricity required for the constructions or enjoyment of the said Building for which purpose the OWNER shall execute in favour of the DEVELOPER any and all such authorisation as shall be required by the DEVELOPER and shall sign all such applications and other documents as shall be required for the purpose of otherwise for and in connection with the construction of the proposed Building without incurring and/or involving themselves in financial obligation and/or liability for the same.

5.4 The OWNER shall give to the DEVELOPER exclusive and undisputed right for construction of the proposed such Building on the said PREMISES subject however to the terms and conditions stated hereunder:

- (i) The DEVELOPER shall construct at its own costs and expenses the said Building strictly in accordance with the Sanctioned Building Plan of the Kolkata Municipal Corporation on the said PREMISES as per specification given in Fifth Schedule, for the purpose of constructing residential/commercial flats/offices and for other

purposes as per mutually agreed in writing by the Owner and the Developer.

(ii) The DEVELOPER shall at its own expenses execute all electrical works including supply of power from Calcutta Electric Supply Co. Ltd. distribution safety illumination and ventilation etc. with supply for all necessary materials, labours, tools and plants Provided always that the DEVELOPER has a right to realize the cost of common electrical services from all the Occupants of the projects.

(iii) The DEVELOPER shall at his own costs do all water supply, and sanitary works including drainage.

5.5 The DEVELOPER at its own costs shall construct the Building according to the detailed architectural electric design drawings issued by the Architect of the DEVELOPER from time to time, based on these, the DEVELOPER will have to submit schedule/drawing fabrication drawing staging drawings and electrical, sanitary and plumbing shop drawings supported by calculations sheets when so required for approval of the Architect.

5.6 Landscaping of the open space around the Building shall be made by the DEVELOPER as directed and as per drawing by the Architect.

5.7 The DEVELOPER shall complete the Building in all respects in accordance with the sanctioned Building Plan of the Kolkata Municipal Corporation and will obtain from the concerned authorities completion certificates with services in operation to allow the Flat Owner and/or the Owners to use it

without any reasonable constraint. The DEVELOPER shall provide every thing that is reasonable to be expected for completion of the said Apartment/Building.

- 5.8 All works and material provided by the DEVELOPER will have to be of standard quality according to specification given in the FIFTH SCHEDULE hereunder written. The Architect shall do assessment of quality.

#### ARTICLE -VI

#### TITLE DEEDS

6. Post execution of this Agreement, the Owner shall deliver original and Photocopy (the original of which is not in possession of the Owner) copies of all documents of title in her possession relating to the said PREMISES to the Developer and/or it's their Advocate and the Developer shall grant valid receipt to the Owner for receiving the documents and all original documents in respect of the said property shall be handed over by the Developer to the proposed Flats Owner Association to be formed after the completion of the Building.

#### ARTICLE -VII

#### PAYMENT AND CONSIDERATION

- 7.1 The DEVELOPER covenants with the OWNER that it shall construct and complete the said Building strictly in accordance with the Plan to be Sanctioned by the Kolkata Municipal Corporation and other authorities and to the satisfaction of the Architect.

- 7.2 The Building shall contain Flats/Units as nearly as possible according to the drawings of the Architect and subject to the Sanction of Plan by the Kolkata Municipal Corporation.
- 7.3 Immediately upon the completion of the Building save and except in respect of the flats and/or units to be allocated to the OWNER as per OWNER'S allocation in the proposed Building in terms of this agreement, the OWNER shall convey and execute Conveyance at the costs and expenses of the DEVELOPER and/or at the cost and expenses of the nominees of the DEVELOPER in respect of undivided share or interest in the land which the DEVELOPER and/or the said nominees shall be entitled to being the proportionate area of land.
- 7.4 For the sake of valuation of the undivided share of the land as aforesaid would be equated with the cost of the construction of the space allocated to the OWNER as aforesaid.
- 7.5 The DEVELOPER shall be entitled to deal with and/or dispose off and/or enter into a contract of sale for the DEVELOPER'S allocated space in accordance with this Agreement together with undivided proportionate area of the land of the said PREMISES without prejudice the interest of the Owner.
- 7.6 The Developer shall be entitled to enter into agreement for sale with intending purchasers of Flat/Units of the Developer's Allocation in the said Premises without making Owner, a Party in the Agreement for sale, for which Owner hereby give his consent. The Owner further assured all the intending buyers that even he is not a party to agreement for sale of Flat /Unit of the Developer Allocation , he will be

deemed to party therein and he rectify and confirm all such agreement for sale.

7.7 The DEVELOPER shall be entitled to receive all consideration monies from the nominees or intending Purchasers of the Flats/Units of the DEVELOPER'S allocation in the said PREMISES and no further consent of the OWNER shall be required.

7.8 Upon the completion of the Building and in terms of the above agreement the OWNER shall convey, transfer and execute the Deed of Conveyance at the costs of and expenses of DEVELOPER and/or at the cost and expenses of DEVELOPER'S nominee or 'nominees in respect of DEVELOPER'S undivided share or interest in land of which the DEVELOPER and/or its nominees shall be entitled to the proportionate area in the land along with areas of the Flats in accordance with this agreement.

(a) The Developer has already paid/promise to pay Rs.5,00,000/- (Rupees Five Lacs) only to Sri Bidyut Das on and for behalf of Owner (with consent and concurrence of owner and doth hereby admit and acknowledge the same ) as advance and such advance of Rs.5,00,000/- (Rupees Five Lac) only will be refunded by the Owner to the Developer before handing over Owner's Allocation in habitable condition. If the Owner after 30 days from receiving intimation for handing over their allocation from Developer fails to refund the entire money as aforesaid the Developer is in liberty to claim to adjust their dues from the Owner's allocation at the time of handing over the Owner's allocation to the Owner.



**ARTICLE - VIII****OWNER'S LIABILITIES**

- 8.1 The OWNER shall handover possession of the entire 38 Cottahs 00 Chittacks 00 Sq.ft. of land to the DEVELOPER simultaneously with the execution of this agreement.
- 8.2 The OWNER shall execute an irrevocable GENERAL POWER OF ATTORNEY in favour of M/s. UNCIRCLE CONSULTANTS PVT.LTD. and/or any of their nominees and or its representative/s as Constituted Attorney on their behalf to do all acts, deeds and things for the purpose of construction of the proposed Building and also for completing the Project including submission of Building Plan for Sanction before the Kolkata Municipal Corporation and all other things which will be necessary for completing the Project including transfer of the DEVELOPER'S Allocation in favour of the intending Purchasers.
- 8.3 The OWNERS shall refund advance money amounting to Rs.5,00,000/- (Rupees Five Lacs) only to the DEVELOPER before taking possession of his allocation.
- 8.4 If the OWNER after 30 days from receiving intimation for handing over his allocation from DEVELOPER fails to refund the entire money as stated in para 8.3 with Developer the OWNER should settle the quantum of F.A.R. required to be adjusted for the balance amount, if any, payable by him as per para 8.3 with DEVELOPER and thereafter according to the mutual settlement with the DEVELOPER the OWNER shall convey/transfer the equivalent area from his share in favour of the DEVELOPER and/or DEVELOPER'S nominees.

**ARTICLE - IX****POSSESSION**

- 9.1 The OWNER shall handover the possession of the entire 38Cottahs 00 Chittacks 00 Sq.ft. of land to the Developer simultaneously with the execution of this Agreement.

**ARTICLE - X****SPACE ALLOCATION AND TRANSFER**

- 10.1 The OWNER shall be entitled to the OWNER'S allocation and the DEVELOPER shall be entitled to the DEVELOPER'S allocation.
- 10.2 With effect from the date of delivery of possession of the said premises to the DEVELOPER, the DEVELOPER shall absolutely be entitled to sell, transfer or otherwise deal with or dispose of the DEVELOPER'S allocation in the proposed Building or Buildings and the properties appurtenant thereto together with or independently the land comprised in the said premises and realise and appropriate sale proceeds thereof and the acts, deeds and things done by the DEVELOPER with regard thereto and shall have no concern therewith. The OWNER will similarly enjoy and have the privileges of the same right and facilities for the portion allotted to the OWNER (i.e. the OWNER'S allocation) but the OWNER shall after receiving the money from the intending Purchasers, pay the DEVELOPER its dues to the extent of amount payable by them as per para 8.3 and the DEVELOPER shall not raise any dispute or objection to the acts, deeds and things done to the interest and/or benefit of the OWNER with regard thereto and

shall have no concern therewith unless otherwise expressly mentioned herein.

10.3 For the purpose of sale, transfer, dealing with or disposing of the DEVELOPER'S allocation, the DEVELOPER is entitled to enter into all agreements and other documents of transfer.

10.4 The OWNER confirms that he may not be required to join into the agreement for sale to be made by and between the DEVELOPER and intending Buyers in respect of sale of DEVELOPER'S allocation as a Confirming Party and the consent of the OWNER in that regard shall be deemed to have been given by the OWNER by these presents PROVIDED HOWSOEVER THAT in case so required and found necessary by the DEVELOPER, the OWNER shall join in as Confirming Party or parties to such agreement and other documents of transfer without raising any objection.

10.5 The OWNER shall execute the Deed of Conveyance or Conveyances making the DEVELOPER as Confirming Party for the purpose of transferring the flats of the DEVELOPER'S allocation to the Purchaser or Purchasers and shall not claim any amount for that.

10.6 It is clarified that all amounts receivable under agreement for sale or other documents of transfer of land comprised in the said premises as be appurtenant to the DEVELOPER'S allocation and the flats, shops, office space, car parking spaces and other constructed areas comprised in the DEVELOPER'S allocation, shall be for and to the account of and shall be received by the DEVELOPER and the OWNERS shall have no concern therewith.

**ARTICLE - XI**

**OWNER'S OBLIGATIONS**

- 11.1 The OWNER hereby agrees and covenants with the DEVELOPER to extend all cooperation in the construction of the proposed Building or Buildings at the said PREMISES by the DEVELOPER and/or its agents. The OWNER is at liberty to appoint a qualified Architect for inspection of standard of constructions at his own cost.
- 11.2 The OWNER hereby agrees and covenants with the DEVELOPER not to do any act, deed or thing whereby the DEVELOPER may be prevented from selling, transferring, dealing with or disposing of the saleable space in the proposed Building or any part thereof (save and except the OWNER'S allocation).
- 11.3 The OWNER hereby further agrees and covenants with the DEVELOPER not to let out, grant lease, mortgage and/or charge the said premises or any portion thereof during the subsistence of this contract.
- 11.4 The OWNER shall bear and pay the Municipal and other rates and taxes and other dues and outgoings in respect of the said premises accruing due till the date of delivery of possession of the said PREMISES to the DEVELOPER and these accruing dues for the period thereafter shall be to the account of the DEVELOPER.

- 11.5 In the event of any encumbrances be found on the said PREMISES then in such event the OWNER shall be liable at their own costs to have the same cleared within one calendar month of receiving a notice from the DEVELOPER for the same. In default the DEVELOPER shall be entitled to clear the same on behalf of the OWNERS and in that case the amount spent therefor shall be payable by the OWNER .
- 11.6 The OWNER hereby authorized the Developer to execute all the Sale Deed, in respect of Sale of Flat/Unit of Developer Allocations in the said Premise on the basis of unregistered General Power of Attorney granted by him.
- 11.7 The OWNER hereby also agrees and covenants with the DEVELOPER while obtaining No Objection Certificate from competent authority under the Urban Land (Ceiling & Regulation) Act, 1976 for the purpose of sanction of Plan if necessary they will surrender the excessive land to the competent authority.
- 11.8 The OWNER shall cause to be joined such person or persons as VENDOR or CONFIRMING PARTY as may be required by the DEVELOPER in the agreement and/or Sale Deed that may be executed for sale and transfer of the land comprised in the said PREMISES and/or the DEVELOPER'S allocation.
- 11.9 The OWNER shall obtain all permission, clearances and Certificates required for effectuating and completing the sale and transfer envisaged hereby including certificate/clearance required under Income Tax Act, 1961 and Urban Land (Ceiling & Regulation) Act, 1976 within 30 days of receiving a notice to that effect from the DEVLOPER.

11.10 The OWNER shall actively render at all times all co-operation and assistance to the DEVELOPER in construction and completion of the proposed Building or Buildings and for effectuating the sale and/or transfer envisaged hereunder.

11.11 The OWNER agrees and covenants to allow with effect from this day the DEVELOPER to display a Sign Board on the said PREMISES in context to the new Project of the DEVELOPER sale of flats on ownership at the said PREMISES.

11.12 If any document is required to be executed for the OWNER for becoming the Owner of OWNER'S allocation all Stamp duties and Registration charges shall be paid by the OWNER.

11.13 The OWNER shall grant to the DEVELOPER a GENERAL POWER OF ATTORNEY which may be required for the purpose of sanction of Plans and all necessary permissions and sanctions from different authorities in connection with the construction of the Buildings and obtaining utilities from different authorities and also for pursuing and following up the matter with the Kolkata Municipal Corporation and other authorities and also for selling the DEVELOPER'S allocation to the indenting Buyers and receiving consideration money therefrom including executing and/or presenting the Deed of Conveyance before the Registering Authority in respect of Sale of Developer's Allocation.

**ARTICLE - XII****DEVELOPER'S OBLIGATIONS**

- 12.1 The DEVELOPER shall get the Plans for construction of Building or Buildings Sanctioned from the Kolkata Municipal Corporation and other appropriate authorities as early as possible and construct and deliver possession of the OWNERS' allocation within 36 months from the date of Sanction of Plan subject to force majeure and other reasons beyond the DEVELOPER'S control and their intention.
- 12.2 The OWNER'S allocation shall be deemed to be complete and habitable condition in case the same is completed internally and drainage water and electricity (permanent/temporary) connections therein.
- 12.3 If so required for the purpose of Sanction of Plans, the DEVELOPER shall obtain in the name of the OWNER, "No Objection Certificate" from the competent authority under the Urban Land (Ceiling & Regulation) Act, 1976 at its own costs and expenses and the OWNER shall execute a POWER OF ATTORNEY in favour of the DEVELOPER.
- 12.4 The DEVELOPER shall use good materials in the construction work and shall; complete the construction work as per specification given in the FIFTH SCHEDULE.
- 12.5 If the DEVELOPER neglects or fails to complete the construction within stipulated period, in that event the OWNER shall be entitled to claim Rs. 1,000/- (Rupees One Thousand) only per day as liquidated damages from the DEVELOPER on account of loss or damage of the Land.

12.6 The DEVELOPER shall pay all the Corporation Tax during the Development of the said Land from 4<sup>th</sup> Quarter 2004-2005.

12.7 The DEVELOPER shall obtain the Completion Certificate from the Kolkata Municipal Corporation at its own cost.

### ARTICLE - XIII

#### MISCELLANEOUS

13.1 The OWNER and the DEVELOPER have entered into this agreement purely as a contract and nothing contained herein shall be or be deemed to be construed as partnership between the DEVELOPER and the OWNERS shall be deemed to constitute as Association of persons.

13.2 The Developer initially or prima facie is satisfied with the title of the Owner relating to aforesaid premises apparent from the records and/or documents show and/or offered and/or produced before him by the Owner and has entered into this Agreement on the basis of declaration made by the Owner.

13.3 Notwithstanding anything contain herein the time limit for delivery of possession of the OWNERS' Allocation should not exceeds 36 months from the date execution and registration of this agreement subject to force majeure and other reasons beyond the DEVELOER'S control and their intention.

13.4 It is understood that to facilitate the construction of the Building or Buildings by the DEVELOPER various deeds, matters and things not herein specified may be required to be done by the DEVELOPER and for which the DEVELOPER may need the authority of the OWNER and various



applications and other documents may be required to be signed or made by the OWNER from time to time relating to which specific provisions may not have been mentioned herein. The OWNER hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the OWNER shall execute any such additional Power of Attorney and/or authorisation as may be required by the DEVELOPER for the purpose and the OWNER also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the OWNER and/or go against the spirit of this agreement.

- 13.5 The said Building at the said PREMISES shall be given such name as be deemed fit and proper by the DEVELOPER.
- 13.6 The OWNER agrees not to revoke the Power of Attorney once granted by the OWNER for the purpose herein contained, if the works continue smoothly and the developer maintain the gentleman's agreement with the owner.
- 13.7 No modification and/or alteration of the terms and conditions of this Agreement shall be effective unless it is done by both the parties.

**ARTICLE - XIV**

**FORCE MAJEURE**

- 14.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation are prevented by the existence of the force

majeure and shall be suspended from the obligation during the duration of the force majeure.

- 14.2 FORCE MAJEURE shall mean flood, earthquake, riot, war, storm, tempest, fire, civil commotion, strike, lock-out, and injunction by court, civil or criminal suit in respect of the said Premises and/or any other act or omission beyond the control of the parties hereto.

#### ARTICLE - XV

#### DEFAULT

- 15.1 Neither the OWNER nor the DEVELOPER shall be entitled to rescind this contract. The remedy of the OWNER and the DEVELOPER shall only be provided hereunder and if nothing is mentioned then to claim damages.

#### ARTICLE - XVI

#### ACQUISITION OR REQUISITION

- 16.1 In case of acquisition or requisition of the said PREMISES after/before construction and/or completion of the proposed building on the said Land, which is beyond the control of the Owner, the Owner shall refund the full Advance Money of Rs. 5,00,000/- to the Developer and both the party shall bear the loss or damage raised due to such acquisition or requisition in equal share.

**ARTICLE - XVII****NOTICE**

16.1 All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4<sup>th</sup> day of the date the same has been delivered for dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto.

16.2 The Developer shall comply with and give all notices required by any Act of Parliament and instrument rule or order made under any Act of Parliament or any regulation or bye-law of any local authority or of any statutory undertaking which has any jurisdiction with regard to the works or with whose systems the same are or will be connected.

**ARTICLE - XIX****JURISDICTION**

The Courts within the ordinary original civil jurisdiction of the Hon'ble High Court at Calcutta alone shall have the jurisdiction to entertain, try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

**FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of land measuring about 38 Cottahs 00 Chittacks 00 be the little more or less lying and situate at Mouza - Rajapur, comprising C.S.Dag No. 804, C.S.Khatian 211, appertaining to R.S. Dag No. 876 (P) under R.S.Khatian No. 90, J.L.

No. 23, R.S.No. 14 1/2 Under Touzi No. 109, P. S. formally Tollygunge then Kasba at present Purba Jadavpur, Sub-Registry office Alipore, in the District - 24 Parganas (South) being Premises No. 347/1, Rajapur East, Kolkata - 700 075, under the Kolkata Municipal Corporation, Ward No. 103, Borough No. XII, more-fully described in Schedule 'A' herein written and delineated in the Plan annexed hereto duly bordered therein by "RED" Colour and butted and bounded by :-

**ON THE NORTH** : 20 ft wide Road,  
**ON THE SOUTH** : Surplus Land of Railway,  
**ON THE EAST** : 40 ft wide Road,  
**ON THE WEST** : Canal.

**SECOND SCHEDULE ABOVE REFERRED TO**  
**(DEVELOPER'S ALLOCATION)**

**ALL THOSE** pieces and parcel of entire remaining area/space after providing RESERVED ALLOCATION i.e. 3000 sq. ft. to Board of Trustees of Kadambini Smriti New Market and Owners Allocations to Owner at the said PREMISES i.e. 60% (Sixty percent) of FAR after providing 3000-sq.ft. to Board of Trustees of Kadambini Smriti New Market (i.e. 60% of ( total F.A.R. Minus 3000 sq.ft. ) ) to be allocated in remaining Flats/Units (after providing owners allocations) in Building/Buildings to be constructed and Car Parking and remaining Commercial Space on or at Ground Floor in Block "A" and Block "B" in the New Building/Buildings at the said PREMISES and undivided proportionate share in the land comprised in the premises as attributable to aforesaid Developer

Allocation also together with the benefits of plan in respect of common parts and areas as attributable proportionately to the aforesaid Developer Allocation.

**THIRD SCHEDULE ABOVE REFERRED TO**

**(OWNER'S ALLOCATION)**

1.29 All those shall mean 40% (Forty percent) of the flat/unit Area after providing 3000 sq.ft. to Board of Trustees of Rajapur Kadambini Smriti New Market Trustee Board (i.e. 40% of ( total F.A.R. Minus 3000 sq.ft. ) ) and as per proposed Building Plan 40% of 4116.94 square meters (total area of tenements) equal to 1646.77 square meters to be allocated in One Flat being Flat No. D in First Floor measuring about 127.43 square meters, 4 Flats being Flat No. A measuring about 118.73 square meters, B measuring about 78.12 square meters, C measuring about 78.85 square meters, E measuring about 78.65 square meters in Third Floor & 4 Flats being Flat No. A measuring about 118.73 square meters, B measuring about 78.12 square meters, C measuring about 78.85 square meters, E measuring about 78.65 square meters in Fourth Floor in Block "A" and 4 Flats being Flat No. F measuring about 74.78 square meters, G measuring about 75.44 square meters, H measuring about 75.12 square meters, and I measuring about 56.74 square meters in First Floor, 4 Flat being Flat No. F measuring about 74.78 square meters, G measuring about 75.44 square meters, and H measuring about 75.12 square meters and I measuring about 56.74 square meters in Third Floor and 3 Flats being Flat No. F measuring about 74.78 square meters, G measuring about 75.44 square meters, H measuring about 75.12 square meters in Fifth Floor, in Block "B" in the New

Building at the said PREMISES and 14 Car Parking space (9 Covered Car parking space and 5 Open Car parking space) and undivided proportionate share in the land comprised in the premises as attributable to aforesaid flats and car parking space (if any) also together with the benefits of Plan in respect of common parts and areas as attributable proportionately to the aforesaid flats/units/car parking space.

**FOURTH SCHEDULE ABOVE REFERRED TO**  
**(DESCRIPTION OF COMMON PARTS AND PORTIONS)**

- (a) Installations in the said Building ;
- (b) Main Entrance , Corridors and Staircase ;
- (c) Landings, Passages and Ways ;
- (d) Internal Roads of the Complex ;
- (e) Courtyards and Lawns and other Landscaping ;
- (f) Water Tanks, Pump and other accessories ;
- (g) Pump Room and space for associated systems, if any ;
- (h) Boundary Wall ;
- (i) Electrical Installations (indoor or outdoor) in common areas, Electrical Rooms (if any) ;
- (j) Electrical Line and Pipes ( except install in or at unit/s);
- (k) Drainage and Sewerage Systems ;

- (l) Parapet Walls ;
- (m) Darwan Rooms ;
- (n) Any other common parts declared as a common by the Developer.

**FIFTH SCHEDULE ABOVE REFERRED TO**  
**[TYPE OF CONSTRUCTION AND SPECIFICATION]**

1 **FOUNDATION:**

- (a) R.C.C. Piling with PILE CAP with M 25/M 30 grade concrete.
- (b) Anti - Termite treatment.

2 **SITE DEVELOPMENT :**

- (a) Land is almost 1800/2100 MM lower than adjacent ROAD LEVEL 2400/2700 mm lower than crest of culvert.
- (b) It should be filled up with good earth and sand mixture and to be laid in 150 mm thick layer and to be rolled thereafter Filling would be done accordingly to reach road level..

3 **SUPER STRUCTURE :**

R.C.C Framed structure with M 20 M 25 grade of Concrete.

4 **BRICK WORK :**

- (a) Out side wall : 250/200 mm thick with 1:6 /1:5 cement mortar.
- (b) In side Wall : 125 mm in Toilet/Kitchen & 75 mm internal partition.

5 **PLASTER WORK :**

- (a) Out Side - 15 mm 19mm thick cement mortar in 1:6 chicken mash to be provided at the junction of brick and concrete shutter.
- (b) In Side - 12 mm in 1:6 cement mortar wall structure concrete surface and 6 mm in 1:4 cement mortar in ceiling.

6 **DOOR :**

Sal Wood framed with 35 mm thick solid flush door, Panel door in entrance & PVC Door in toilet/Kitchen as per Architectural Drawing.

7 **WINDOWS :**

Wooden windows with 4 mm glass pane (Frosted clear) as per Architectural Drawing.



**8 FLOORING WORK :**

- (a) General - Cast in Situ mosaic with white cement Skirting 100 mm high.
- (b) Toilet - Glazed tiles (white) of Johnson or equivalent in walls dado.
- (c) Kitchen - Black Stone Kitchen top (19 mm thick) dado with glazed tiles.

**9 PLUMBING :**

Concealed Cast iron soil & rain water pipes concealed G.I. Pipes in bathroom for water connection. All bathrooms have one white hand Washbasin with tap, one Shower with tap, Towel-rails & one Commode with one tap long with cistern P.V.C with cold water line and one Mirror above the basin. In Kitchen on black stone sink with tap and one extra tap below the sink consulted P.V.C water line both in the Kitchen & Bathroom.

**10 ELECTRICAL WORK :**

Concealed Electrical wiring in all rooms, Geyser points in bath rooms, Bed rooms fitted with one fan point, one tube light point, one power point, switch board along with one 5 Amps. & One 15 Amps. Plug point. Dining & Living room with two fan points, two power points, one bracket point and one tube light point, Electric calling bell at all entrance.

## 11 FINISHING WORK :

Paints : - (a) (i) Out Side Cement base paints over cement primer

(ii) Insider Primer on metal wooden surface finished with synthetic enamel paints over wooden metal surface.

(iii) Wall Finished with P.O.P.

(b) Pathway with Interlock Paver block over PCC base (M-15 grade) over FBS.

(c) Driveway/Garage IPS Flooring over PCC within covered area.

(d) Generator, H.T.Room, L.T.Room, CESC Room, Transformer is to be arranged and to be provided.

(e) PVC Water Tank with necessary brick wall to control heat.

(f) Roof treatment work to control heat and to guard against water percolation.

(g) Landscape

(h) Boundary wall Gate.

**N.B.** Any alteration of the above specification in Higher side will be considered as extra cost.

IN WITNESSES WHEREOF the OWNER hereunto set and subscribed their hands and seal and the DEVELOPER cause its common seal to be hereunto affixed on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

by the OWNER above named at KOLKATA

in presence of :

1. *Pranab Mandal*  
212 Park Street Road  
Calcutta - 70

*Pranab Mandal*  
Pranab Mandal  
(FIRST PART/OWNER)

2. *Rose Arora Bose*  
6/10 Mahatma Jyoti Bldg.  
Calcutta - 70

**SIGNED, SEALED & DELIVERED**

by the DEVELOPER above named at KOLKATA by its Director as per Board Resolution Dated 08.11.2012, in presence of :

1. *Prabin Kumar Roy*  
1/11, P. G. Bldg. Lane  
Calcutta - 70

*Prabin Kumar Roy*

2. *Sunny Gupta*  
26/19 P. A. Street  
Calcutta - 70




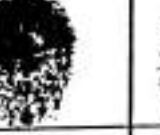







*Sunny Gupta*

Sunny Gupta  
(SECOND PART/DEVELOPER)




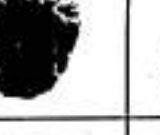


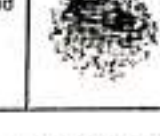


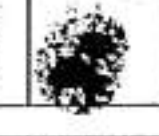
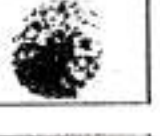
*Drafted by me*  
*Mangy Kr. Ghosh*  
High Court, Calcutta  
10/12/2012

# SPECIMEN FORM FOR TEN FINGERPRINTS












<b>PHOTO</b>		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Left Hand					
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Right Hand					

		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Left Hand					
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Right Hand					

Arthur Blumville

		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Left Hand					
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Right Hand					

Frank L. Hunt

		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Left Hand					
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Right Hand					

Ralph Blatterberg