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Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document

Additional Registrar
of Assurances, Mah.

03-9-14

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made as of 30th day
of August 2014 (Two Thousand Fourteen)

BETWEEN

J. S. ...

Handwritten signature
SHRI PRIYADIP ~~KUMAR~~ PAUL son of Late Prasanta Kumar Paul, by Faith Hindu, By Occupation Business, residing at 77, Baniatola Street, Kolkata - 700005, hereinafter referred to as the "OWNER/FIRST PARTY" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, representatives and assigns) of the ONE PART.

AND

CALCUTTA CONSTRUCTION, a partnership firm having its registered office at 7A, Nepal Bhattacharjee Street, P.S.- Kalighat, Kolkata-700026, represented by its Partners, (1) SRI GOUTAM BANERJEE, son of Sri Kashinath Banerjee, residing at 57A, Gurupada Halder Road, P.S.- Kalighat, Kolkata-700026; (2) SRI DEBOJIT CHAKRABORTY, son of Late Shyam Sundar Chakraborty, residing at 7B, Nepal Bhattacharjee Street, P.S.- Kalighat, Kolkata-700026, hereinafter referred to as the DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its administrators, successors, successors-in-office and assigns) of the SECOND PART.

(1) RIGHT, TITLE AND INTEREST OF THE OWNER AND THEIR REPRESENTATION IN RESPECT OF THE SAID PROPERTY:-

1. One Pashupati Nath Paul, during his life time and at the time of his death was a Hindu governed by the Dayabhaga School of Hindu Law who during his lifetime was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to as and for an estate of inheritance in fee simple in possession or an estate analogous thereto ALL THAT brick built messuages tenements hereditaments and premises togetherwith the land there unto belonging being No. 55, Gurupada Halder Road formerly known and numbered as 55 and 56, Halderpara Road, Kolkata-700026.
2. The said Pashupati Nath Paul died on or about February 17, 1997 leaving him surviving his three sons namely 1) Shri Pratap Chandra Paul, 2) Shri Prasanta Kumar Paul 3) Shri Probir Kumar Paul and one married daughter namely Smt. Purabi Dutta as his only heiress/heirs and/or legal representatives.
3. Before his death the said Pashupati Nath Paul made and published his last will and testament dated January 16, 1997 whereby and whereunder he gave bequeathed and devised the entirety of the said municipal premises No. No. 55, Gurupada Halder Road formerly known and numbered as 55 and 56, Halderpara Road, Kolkata - 700 026, which he died possessed of absolutely and forever unto and infavour of his grandson Shri Priyadip Kumar Paul, the OWNER herein.

4. In pursuance of the application for probate made In the High Court at Calcutta being PLA No. 291 of 2007 probate in respect of the said Will was granted to Shri Prasanta Kumar Paul the sole Executor of the Last Will and Testament dated January 16, 1997 of the said deceased Pashupati Nath Paul.

5. By and under the said Will the said deceased bequeathed the entirety of premises No. 55, Gurupada Halder Road formerly known and numbered as 55 and 56, Halderpara Road, Kolkata - 700 026, unto and in favour of Sri Priyadip Kumar Paul.

6. Shri Prasanta Kumar Paul was appointed as the sole executor of the Last Will and Testament of said Late Pashupati Nath Paul.

7. In pursuance of the said will and in order to give effect to the said wish and desire of the said testator Pashupati Nath Paul, by reason of a Deed of Assent dated 12.10.2007 the said sole executor had assented and consented to the said the said

Hand Shri Priyadip Kumar Paul, as provided under the said will and for that purpose granted, transferred, conveyed, assigned and assured the said property un to and in favour of the said *Hand* legatee Shri Priyadip Kumar Paul, absolutely and for ever.

8. By the reason of the aforesaid the estate of the Late Pashupati Nath Paul in terms of the said Will was fully administered.

4. In pursuance of the application for probate made In the High Court at Calcutta being PLA No. 291 of 2007 probate in respect of the said Will was granted to Shri Prasanta Kumar Paul the sole Executor of the Last Will and Testament dated January 16, 1997 of the said deceased Pashupati Nath Paul.

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Handwritten Shri Priyadip Kumar Paul, as provided under the said will and for that purpose granted, transferred, conveyed, assigned and assured the said property un to and in favour of the said *Handwritten* legatee Shri Priyadip Kumar Paul, absolutely and for ever.

8. By the reason of the aforesaid the estate of the Late Pashupati Nath Paul in terms of the said Will was fully administered.

9. By the reason of the aforesaid the First Party is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to as and for an estate analogous thereto ALL THAT partly three storied and partly four storied brick built messuage or dwelling house together with the piece and parcel land thereunto belonging whereon or on part thereof the same is erected and built containing an area of 12 (Twelve) Cotthas, 07 (Seven) Chhitaks and 22 (Twenty Two) Sq. Ft. be the same little more or less lying and situated at municipal premises No. 55, Gurupada Halder Road formerly known and numbered as 55, and 56, Halderpara Road, Kolkata - 700 026, Police Station - Kalighat, within the limits of Ward No. 83 of the Kolkata Municipal Corporation, District 24 Parganas (South) (Hereinafter referred to as the said "Property" particularly described in the FIRST SCHEDULE hereto,).
10. The OWNER/FIRST PARTY has declared and represented to the DEVELOPER that the OWNER/FIRST PARTY is the owner of the entirety of the said PROPERTY as mentioned in the FIRST SCHEDULE hereunder written;
11. By reason of a Contemplated Development Agreement dated 11.10.2007 the parties therein have agreed to develop the said property and pursuant thereto on 12.10.2007 a

registered power of attorney was also executed in favour of Brahat J. Parekh and on 24.12.2012 due to non performance by the part of the Developer therein the said contemplated Development Agreement and the said power of attorney were revoked and cancelled by the Owner. No consideration was paid by the said Developer at the time of execution of the said contemplated Development Agreement.

12. By reason of a Memorandum of Understanding dated 4th January, 2013, the OWNER/FIRST PARTY and the Developer herein have desirous of causing the said PROPERTY to be developed by way of constructing building thereon the said Property.
13. The OWNER/FIRST PARTY has declared and represented to the DEVELOPER that the OWNER/FIRST PARTY has not agreed to sell and transfer the entirety of the said PROPERTY or any portion thereof to any one but agreed to execute an Agreement with the DEVELOPER for development of said property as the manner as stated herein;
14. The OWNER/FIRST PARTY has declared and represented to the DEVELOPER, that on January 9, 2013 a Title Suit being T.S. No. 3 of 2013 (M/S. Ergoflex Pvt. Ltd.....Plaintiff - vs - Shri Priyadip Kumar Paul.....Defendant) was filed in the court of Learned Civil Judge (Junior Division) 4th Court at Anporc.(hereinafter referred to as the said T.S. No. 3 of 2013).

The said suit is pending. The said suit is not relating to the claim of Ownership. The said suit is in respect of the said property arising out of cancellation of the said contemplated development agreement dated 11.10.2007 and a Power of Attorney by a notice dated 24.12.2012. On January 9, 2013 in the said suit an interlocutory order of ad-interim injunction was also passed by the said Learned Court in respect of the said property. The portions of the said property is occupied by the Tenants/Trespassers). The plaintiff of the said suit is not in possession of the said property. The present owner herein is in possession of the said property through his tenants.

15. The OWNER/FIRST PARTY has declared and represented to the DEVELOPER save the aforesaid, the OWNER/FIRST PARTY has not granted any power of attorney to any one to develop the said property and subject to the said suit being T.S. No. 3 of 2013 and subject to the occupation of some tenants and some trespassers in some portion of the said property is free from all encumbrances of any and every nature whatsoever, and not limited to any mortgage, charge, security, interest, lien, pledge, hypothecation, assignment by way of security, equity, claim, right, option, covenant, restriction, reservation, lease, license, trust, order, decree, judgment, title defect (including retention of title claim), conflicting claim of OWNERHIP or any other third party right or encumbrance of any nature whatsoever (whether or not perfected);
16. The OWNER/FIRST PARTY has declared and represented to the DEVELOPER that no part of the aforesaid property is

acquired and/or vested with the Government of West Bengal or any other Statutory Authority and the OWNER/FIRST PARTY has not received any notice of such acquisition;

17. The OWNER/FIRST PARTY has declared and represented to the DEVELOPER that no part of the aforesaid PROPERTY is mortgaged with any Bank and/or any Financial Institutions nor attached with any Bank, Government or Semi Government Authority, any Financial Institutions and/or any private concern and the OWNER/FIRST PARTY has not received any notice of such mortgage and/or attachment, etc.;
18. Relying upon the aforesaid representations of the OWNER/FIRST PARTY and believing the same to be true and correct, the DEVELOPER has agreed to develop by way of constructing building thereon said property, which more fully described in the FIRST SCHEDULE hereinafter mentioned, but subject to the said T.S. No. 3 of 2013 and subject to the occupation of tenants and trespasser, the said property is free from all encumbrances of any and every nature whatsoever, and not limited to any mortgage, charge, security, interest, lien, pledge, hypothecation, assignment by way of security, equity, claim, right, option, covenant, restriction, reservation, lease, license, trust, order, decree, judgment, title defect (including retention of title claim), conflicting claim of OWNER/FIRST PARTY or any other third party right or encumbrance of any nature whatsoever upon the terms and conditions hereinafter appearing;

19. This Agreement contains finally agreed terms and conditions and in respect of this transaction;
20. The parties hereto have agreed to record the terms and conditions agreed to by and between them selves as stated hereunder;

(2) ABOUT THE TITLE OF THE SAID PROPERTY:

The Owner has represented assured undertakes and declared that by the reason of the aforesaid he has owned acquired seized possessed and otherwise well and sufficiently entitled to ALL THAT partly three storied and partly four storied brick built messuage or dwelling house together with the piece and parcel land thereunto belonging whereon or on part thereof the same is erected and built containing an area of 12 (Twelve) Cotthas, 07 (Seven) Chittaks and 22 (Twenty Two) Sq. Ft. be the same little more or less lying and situated at municipal premises No. 55, Gurupada Halder Road formerly known and numbered as 55 and 56, Halderpara Road, Kolkata - 700 026, Police Station -Kalighat, within the limits of Ward No. 83 of the Kolkata Municipal Corporation, District 24 Parganas (South) (inorefully described and particularly mentioned in the FIRST SCHEDULE hereunder written.

NOW THIS AGREEMENT WITNESSETH and it is hereby mutually agreed by and between the parties hereto as follows:-

(1) The Owner hereby grant to the Developer and the Developer hereby accepts such grant for development of the said property.

(2) OBLIGATIONS, DUTIES. RESPONSIBILITIES AND COVENANTS OF THE OWNER:-

- 2.1 As the property is encumbered hence the owner is not in a position to hand over the vacant peaceful possession of the said property to the Developer but is giving the symbolical possession of the property to the Developer and is giving all right act in accordance with this Agreement.
- 2.2 The Owner shall not pay any arrear and future rates and taxes in respect of the said property and premises and the same will be paid and borne by the Developer for the said property.
- 2.3 The Owner has not entered into any agreement for sale or transfer of the said premises with any other person or persons save and except the previous agreement dated 11.10.2007. The said agreement was cancelled by a notice dated 24.12.2012. The Owner has not created any third party interest in respect of the said premises nor will he create any such interest during the subsistence of this agreement.
- 2.4 The Owner shall always co-operate with the Developer for smooth-development of the said Property and shall not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the project or in disposal

of Developer's Allocation nor shall cause any obstruction or interruption in the Developer's making or causing to be made such construction of the new building or buildings or in disposal of Developer's Allocation, nor shall cause any obstruction till the development is completed.

2.5 The Owner hereby agrees and covenants with the developer that he will not to do any acts, deeds or things whereby the Developer shall be prevented from selling, assigning and/or disposing the Developer's Allocation or portion thereof.

2.6 The Owner shall execute a General Power of Attorney in favour of the Developer and/or its nominee or nominees for carrying out the development of the said property and/or all acts relating to and touching with the development project as well as for disposal of the Developer's Allocation as well as Owner's allocation by the Developer and till completion of the entire sale, transfer, alienate etc. of the newly constructed building/buildings.

2.7 The Owner shall sign, execute and if requires shall register all papers and documents as may be required for smooth development and disposal of the said property in terms of this agreement as and when placed by the Developer and/ or as and when the same will be required for statutory compliance without any delay and negligence.

2.8 The Owner shall not indulge in any activities which may be detrimental to the development of the said property and/or

may affect the mutual interest of the parties hereto. It will take all steps that may be necessary for successful completion of the development of the said property and for disposal of Developer's allocation to the Developer and/or to its nominees.

2.9 Subject to the result of the said suit, the developer shall have the right to transfer, alienate or part with possession of this agreement without any consent of the owner but with out prejudice the right of the owner in any means whatsoever.

2.10 The Developer shall pay all miscellaneous expenses that may be required to be paid for development of the said property till the development is completed. Miscellaneous expenses shall mean and include expenditure, which is not required for development and/or construction of the said property or which is not any fees or charges under any statutory provisions. All local problems shall be settled by the Developer at its own costs, risk and responsibility.

2.11 The owner shall provide DEVELOPER with any and all documentation and information relating to the said land as may be required by DEVELOPER from time to time.

2.12 The Owner hereby covenant not to let out, grant lease, mortgage and/or create charge the said land or any portions thereof save in the manner envisaged by this Agreement.

(3) DEFINITIONS:

Unless in this agreement there be something contrary or repugnant to the subject or context the following words shall have the following meanings:-

- i. **ARCHITECT** - shall mean such qualified person or persons who may be appointed by the Developer as the Architect for the New Building.
- ii. **ASSOCIATION** - shall mean any company incorporated under the Companies Act, 1956 or any Association or any Syndicate or a Committee or registered Society as may be formed by Developer in consultation with the Owner for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by Developer not inconsistent with the provisions and covenants herein contained.
- iii. **CAR PARKING SPACE** - shall mean the spaces in the portions of the ground floor level, whether open or covered, in the complex expressed or intended to be reserved for parking of motor cars and scooters.
- iv. **COMMON AREAS, FACILITIES AND AMENITIES** - shall mean and include corridors, hallways, stairways, internal and

external passages, passage-ways, pump house, overhead water tanks, reservoirs water pumps and motors, drive-ways, common lavatories, Generator and other facilities in the New Building which may be provided by Developer and required for establishment, location, enjoyment, provisions, maintenance and/or management of the New Building as would be decided by Developer after sanction of plan.

v. **COMMON EXPENSES** - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the Owner/Co- transferees and all other expenses for the common purpose as may be decided by Developer to be contributed, borne, paid and shared by the Owner/Co-transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

vi. **COMMON PURPOSES** - shall mean and include the purpose of managing, maintaining and up keeping the New Building as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the Co-transferees, collection and disbursement of the Common Expenses and administering and dealing with the matters of

common interest of the Co-transferees and relating to his mutual rights and obligations for the beneficial use and enjoyment of his respective Units exclusively and the Common Areas, Facilities and Amenities in common.

- vii. **DATE OF COMMENCEMENT OF LIABILITY** - shall mean the date on which the Owner take actual physical possession of their allocation or the date next after expiry of the Completion Notice irrespective of whether the Owner take actual physical possession or not, whichever is earlier.
- viii. **DEVELOPER'S ALLOCATION** - shall mean the 95% (ninety five percent) area of the total built up area of the constructed space in the New Building to be constructed on the said premises TOGETHER WITH 95% (ninety five percent) of commercial areas, 95% of car parking spaces in the complex and new building AND TOGETHER WITH the 95% undivided proportionate impartible part or share in the said premises and land attributable thereto AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities together with the share of the land contained therein corresponding to such constructed area. The super built up area would be determined by the Architect, whose decision shall be final and binding on the parties.
- ix. **OWNER'S ALLOCATION**, - shall mean 5% (five percent) of the constructed space in the New Building to be

constructed on the said premises TOGETHER WITH 5% (five percent) of car parking spaces in the complex and the New Building AND TOGETHER WITH the 5% undivided proportionate impartible part or share in the said land and premises attributable thereto AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities the share of the land contained therein corresponding to such constructed area. The super built up area would be determined by the Architect, whose decision shall be final and binding on the parties.

- x. **MAINTENANCE-IN-CHARGE** - shall mean and include such agency or any outside agency to be appointed by Developer under this Agreement, for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary and not inconsistent with the provisions and covenants herein contained.
- xi. **NEW BUILDING** shall mean the new building to be constructed, erected and completed in accordance with the Sanctioned Plan on the said land and premises.
- xii. **PLAN** shall mean the plan to be sanctioned by the Kolkata Municipal Corporation together with all modifications and/or alterations thereto from time to time made or to be made by Developer either under advice of the said corporation or on

the recommendation of the Architect or agreed upon between the parties from time to time.

- xiii. **PROPORTIONATE OR PROPORTIONATELY** - according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the built up area of all the Units in the New Building where it refers to the share of the Owner in the New Building, shall mean as per Owner's Allocation and where it refers to the share of Developer in the New Building, shall mean Developer's Allocation, described in the Part I and Part II of the Second Schedule hereunder written;
- xiv. **SAID PROPERTY** - shall mean the land property and premises being ALL THAT partly three storied and partly four storied brick built messuage or dwelling house together with the piece and parcel land thereunto belonging whereon or on part thereof the same is erected and built containing an area of 12 (Twelve) Cotthas, 07 (Seven) Chhitaks and 22 (Twenty Two) Sq. Ft. be the same little more or less lying and situated at municipal premises No. 55, Gurupada Halder Road formerly known and numbered as 55 and 56, Halderpara Road, Kolkata - 700 026, Police Station - Kalighat, within the limits of Ward No. 83 of the Kolkata Municipal Corporation, District 24 Parganas (South), more fully and particularly mentioned in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as "the said property").

- xv. **SAID SHARE** - shall mean the undivided variable proportionate indivisible part or share in the land comprised in the said premises attributable to either party's allocation as in the context would become applicable.
- xvi. **SPECIFICATION** -- shall mean the specification for the said New Building as mentioned in the **THIRD SCHEDULE** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect and the Engineer acting on behalf of the Owner.
- xvii. **TITLE DEEDS** - shall mean the documents of title of the Owner in respect of the said land and premises and the documents referred to herein.
- xviii. **TRANSFER** - with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the transferees thereof as per law.

D. INTERPRETATION:-

In this agreement save and except as otherwise expressly provided-

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun, the division of

this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.

(3) DUTIES RESPONSIBILITIES AND COVENANTS OF THE DEVELOPER

- 3.1 The Developer shall pay all rates and taxes in respect of the said property from the date of execution of this agreement, till handing over possession and the owner shall bear all arrear taxes.
- 3.2 The Developer shall at the co-operation of the owner take physical possession of the said property at its own costs and expenses and at its own risks and responsibilities, in accordance with law. The Tenant/occupantor/ trespassers, of the said property shall be settled and removed by the Developer at their own costs, risk and responsibility. The owner shall not be responsible for that.
- 3.3 The Developer shall bear all costs and expenses of the said T.S. No. 3 of 2013 and all other legal proceedings pending against the Tenants of the said premises.
- 3.4 The owner either may receive a sum of Rs.1,55,00,000/- (Rupees one crore fifty five lacs) only being the equivalent consideration of the Owner's Allocation or alternatively may receive the owner's allocation of F.A.R. as stipulated in this agreement.
- 3.5 If the owner receives the aforesaid consideration amount in that event the sum of Rs.5,00,000/- (Rupees five lacs) only as paid by the developer to the owner on 04.01.2013 will be adjusted against this allocation.
- 3.5a. The Developer has paid to the owner a sum of Rs.5,00,000/- on 04.01.2013 at the time of execution of the said MOU and

upon this day of execution the Developer has paid a sum of Rs.10,00,000/- to the Owner.

3.6 If the owner will receive the owner the balance sum of Rs.1,40,00,000/- (Rupees one crore forty lac) only at the time of settlement/withdrawal/ dismissal of the said T.S. No. 3 of 2013 then the same will be adjusted against owner's allocation. It is also agreed between the parties that upto sum of Rs.80,00,000/- (Rupees eighty lakhs) only will be returned to settle of the said suit by the developer out of the said balance sum of Rs.1,40,00,000/- (Rupees one crore forty lakhs) only.

3.7 It is to mention here that before execution of this agreement it has been settled amount the parties to this agreement along with the plaintiff and Title Suit No. 3 of 2013 that out of the aforesaid settled consideration money, an agreed amount of money is to be paid to the plaintiff of the Title Suit No. 3 of 2013 to make him withdrawal/ discontinue his claim to the property and relief from the suit.

3.7a The developer shall have absolute authority to deal with the property in terms of this agreement or negotiate with any person or persons or enter into any contract of agreement or borrow money or take any advance against their allocation or acquired right on the deed agreement moreover the Developer shall have every right to mortgage the said Developer's allocation to raise funds for the purpose of completion of the said proposed project.

3.8 The Owner hereby grants subject to what have been hereinunder provided, exclusive rights to the Developer to build upon the said premises in accordance with the flat to be sanctioned by the competent authority of KMC in the name of the Owner and the Developer jointly with or without

any amendment and or modification thereto made or caused to be made by the Developer therein.

- 3.9 All applications, plans and other papers and/or documents may be required by the Developer for the purpose of obtaining necessary sanction from the competent authority of KMC shall be prepared and submitted by the Developer on behalf of the Owner and the Owner shall sign all such plan application other papers and documents as and when necessary and all such cost and expenses will be borne by the Developer as the Developer will also procure the plan sanctioned cost and incidental expenses thereto connected therewith including the fees of the architect.
- 3.10 The selling rate of the Developer's and Owner' allocation will be fixed by the Developer without any prior permission or consultation with the Owner and the developer shall have exclusive right to sell out the owner's allocation in the new building.
- 3.11 Booking from intending purchasers for Developer's allocation will be taken by the Developer but the Agreement with the intending purchasers will be signed in their own names on behalf of the Owner as General Power of Attorney holder.
- 3.12 The Developer is empowered to collect consideration money from the sale of Developer's and Owner' allocation from the intending purchasers/and users and issue money receipts in their own names.

- 3.13 On completion of the said proposed complex of multi storied building/s when the flats/units/apartment will be ready for giving possession to the intending purchasers the possession letters to the intending purchasers will be signed by the developer. The Deed of Conveyance will be signed, if necessary, by the Developer on behalf of and as representatives and General Power of Attorney holder of the Owner and also will sign the Deed of Conveyances as confirming party.
- 3.14 All construction costs and expenses will be borne by the Developer no liability on account of construction cost and expenses will be charged from the Owner's allocation.
- 3.15 The entirely exclusive areas, open space and/or spaces, parking space and/or spaces, covered space and/or spaces in the ground floor of the entire complex shall belong to and remain the exclusive property of the developer and the Developer shall have the full free and exclusive right :-
- 3.15.1 To use the same in such manner and for such purpose the Developer may in its absolute discretion deems fit and proper;
- 3.15.2 To enclose, demarcate, make constructions, new constructions, additions and/or alternations from time to

time thereon or thereto or therein or in any part thereof and to connect all common facilities and utilities in on for the said proposed complex;

3.15.3 To deal with, transfer, sell and or part with possession of the same in one or more lots;

3.16 The Developer shall also be entitled to all future vertical and horizontal exploitation of any of the buildings at the said premises by way of additional or further construction or otherwise on the building and/or the premises and to sell, transfer or otherwise dispose of the same on such terms and conditions as they in their absolute discretion may think fit and proper.

(4) CONSIDERATIONS :

4.1 In lieu of the Developer's developing the said property, the Owner shall convey and/or transfer 100% of the saleable area along with proportionate undivided impartible land area and further along with 100% of the common areas and facilities and together with 100% of the covered and open car parking spaces, hereinafter referred to as the "Developer's Allocation" to the Developer.

4.2 It has been agreed by and between the parties that the Developer shall sale the entire built up and/or saleable area to be constructed on the said property and premises on behalf of the

Owner and Developer and to receive all consideration money upon payment of the agreed consideration money as stated earlier to the owner. It is mentioned here that through in this Deed the Owner's allocation has been mentioned as five percent out of hundred percent but in practical as the developer firm is paying consideration money for the value of the said five percent along with the agreed consideration money hence the owner and his legal heir and successor shall never be any claim demand for the said five percent of the owner's allocation.

(5) TIME AND COMPLETION:

The Developer shall complete the development of the Said property within 2 years from the date of obtaining sanctioned building plan(s) from the Municipal authority and other authorities subject to force Measure Clause written hereinafter. Further subject to handing over vacant possession of the said property after demolishing the structure existing on the said property.

(6) ALLOCATION:

- 6.1 The Owner and the Developer shall allocate their respective spaces in the manner as described in the Second Schedule hereunder written;
- 6.2 The sale of the Owner's allocation as well as Developer's allocation shall be handled by the Developer exclusively.

(7) MAINTENANCE :

The Developer shall manage and maintain the common services of the building/buildings to be constructed till an association is formed with the help and cooperation of the Owner but at the cost of the allottees to which all the allottees shall be the members irrespective of whether they acquire right, title and interest of the Owner's allocation or from the

developer's allocation and after such association is formed, the common services maintenance and management of the building or buildings shall be managed, controlled and organised by the said association. However, it is made absolutely clear that Owner and Developer are principally responsible for the payment of maintenance/service charges for their respective allocation. After the association is formed the Developer shall hand over the maintenance to the association.

(8) OWNER'S INDEMNITY:

The Owner hereby undertakes that the Developer shall be entitled to enjoy its allocation space without any interference and/or disturbance provided the Developer performs and fulfills all the terms and conditions herein contained and/or on its part to be observe and performed subject to provisions of this agreement.

(9) DEVELOPER'S INDEMNITY:

The Developer hereby undertakes that the Owner shall be entitled to enjoy his allocation space. The owner shall not be responsible for quality of materials to be used for the purpose of construction and shall not be responsible for any unfortunate accident and/or accident.

(10) CONDITIONS PRECEDENT FOR COMMENCEMENT OF WORK:

10.1 The execution of the Project shall be commence by the Developer as and when the Developer will take physical

possession of the land or part of as provided herein free from all encumbrances for the full potential of Floor Area Ratio (FAR) applicable to the said land.

10.2 The said land shall be developed as a Residential Housing Project and for commercial exploitation thereof subject to requisite statutory permissions from the Planning Authorities and other concerned authorities, if any, to be obtained by DEVELOPER.

(11) COMMENCEMENT:-

11.1 This Agreement commences and shall be deemed to have commenced on and upon execution of this agreement by the parties hereof and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

(12) FINANCIALS :

12.1 DEVELOPER will be entitled to seek financing of the Project (Project Finance) by a Bank/Financial Institution (Banker), Such Project Finance can be secured on the strength of the security of its share in the Said land being developed and construction work-in-progress/receivables to the extent pertaining to DEVELOPER'S Allocation. For this purpose, OWNER shall execute necessary documents through their

delegated authority or General Power of Attorney in favour of DEVELOPER and OWNER may join as consenting party (if required by the funding institution) to create a charge in favour of Banks or Financial Institutions or any other institution(s) for availing such loan facility. In this regard, DEVELOPER shall indemnify OWNER against any claim arising out of such borrowings.

12.2 All benefits under the Income Tax Act for such borrowings made by DEVELOPER would be available to DEVELOPER and it would be entitled to claim all such benefits.

12.3 Sales tax/VAT, service tax and any other statutory levies will be borne by the parties according to the sharer's of the parties.

(13) DEALING WITH SPACES IN THE NEW BUILDING:

13.1 DEVELOPER shall execute and register their allocations with the allocation of the owner with the appropriate registering authorities Deeds of Conveyance for transferring and/or demising constructed areas and other areas of the New Building as aforesaid unto and in favour of the intending purchasers and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers as the case may be.

13.2 It is agreed and recorded that all Agreements or any other papers and documents in respect of the transfer of any areas in either of the New Buildings shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof together with amenities and facilities therein as are stipulated in this agreement or that would be drafted by Mr. Asok Kumar Chaudhuri, the Advocate for the Developer and the parties hereby undertake to each other that neither of them shall deviate from the such restrictions, stipulations, covenants, terms and conditions.

13.3 It is agreed between the parties hereto that the marketing office at site shall be used and managed by parties of this Agreement for the marketing and sale of areas. The costs of the marketing shall have to be paid by the parties as per their allocations;

(14) MUNICIPAL TAXES AND OUTGOINGS:

14.1 All Municipal rates and taxes and outgoings on the said property relating to the period prior to the commencement of construction shall be borne, paid and discharged by DEVELOPER and any such dues shall be borne and paid by OWNER, without raising any objection thereto.

14.2 As from the date of commencement of construction of the new building, DEVELOPER shall be liable for Municipal rates and

taxes as also other outgoings in respect of the said land till such time the New Building is ready for occupation, after which, the Parties and/or their respective transferees or nominees shall become liable and responsible for payment Municipal rates and taxes and all other outgoings (collectively Rates) in the ratio of their respective allocations.

(15) POSSESSION AND POST COMPLETION MAINTENANCE

15.1 DEVELOPER shall be responsible for the management, maintenance and administration of the New Building or at its discretion appoint an agency to do the same. OWNER hereby agrees to abide by all the rules and regulations to be framed for the management of the affairs of the New Building.

15.2 DEVELOPER or the Agency to be appointed as per clause 16.3 shall manage and maintain the Common Portions and services of the New Building and shall collect the costs and service charge therefore (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, property tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

(16) COMMON RESTRICTIONS:

16.1 The OWNER'S Allocation and DEVELOPER'S Allocation in the New Building shall be subject to the same restrictions as are applicable to Ownership buildings, intended for common benefit of all occupiers of the New Buildings, which shall include the following:

16.1.1 No occupant of the New Building shall use or permit to be used their spaces or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building.

16.1.2 No occupant of the New Building shall demolish or permit demolition of any wall or other structure in their respective spaces or any portions, major or minor, without the written consent of DEVELOPER.

16.1.3 No occupant of the New Building shall transfer or permit transfer of their spaces or any portions thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and

whatsoever shall be payable in relation to the concerned space.

16.1.4 All occupants of the New Building shall abide by all laws, bye-laws, rules and regulation of the Government and local bodies and shall attend to, answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.

16.1.5 All occupants of the New Building shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective spaces in good working condition and repair and in particular so as not to cause any damage to the New Building or any other space or accommodations therein and shall keep the other occupiers of the New Building indemnified from and against the consequences of any breach.

16.1.6 No occupant of the New Building shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the New Building or any part thereof and shall keep the other occupiers of the New Building harmless and indemnified from and against the consequences of any breach.

16.1.7 No occupant of the New Building shall leave or keep any goods or other items for display or otherwise in the corridors

or at other places of common use and enjoyment in the New Building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the New Building.

16.1.8 No occupant of the New Building shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the New Building or in the compound, corridors or any other portion or portions of the New Building.

16.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Building shall permit the agency to be appointed as per clause 16.3, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.

(17) INDEMNITY:

17.1 DEVELOPER shall indemnify and keep OWNER saved, harmless and indemnified of and from damage or liability (whether criminal or civil) suffered by OWNER in relation to the construction of the New building and those resulting from breach of this Agreement by DEVELOPER, including any

act of neglect or default of DEVELOPER'S sub-consultants, employees and/or the purchasers and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

17.2 OWNER shall indemnify and keep DEVELOPER saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by DEVELOPER in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the Said Land or any of their Representations and, the warranties being incorrect.

(18) BREACH:

If any Party fails or neglects to perform or commit breach of any of the provisions of this agreement, it shall be open to the other to have its right or remedies enforced through the Courts/Forums at the costs and expenses of the defaulting party.

(19) MISCELLANEOUS :

19.1 The Owner and the Developer have entered into this agreement subject to the said T.S. No. 3 of 2013 and purely as a contract at arms length and on principal to principal basis and nothing contained herein shall be deemed to

construe as a partnership between the Developer and the Owner or as a joint venture between the parties hereto in any manner nor shall be the parties hereto constitute as an association of persons.

19.2 It is understood that from time to time to facilitate that construction and development of the project 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 relating to which specific provisions may not have been mentioned herein. The Owner hereby under to do all such acts, deeds, matters and things that may be reasonably required to be done" execute all such additional power of attorney and/or authorities as may be required by the Developer for the purpose of development and all connected matters and the Owner also undertake 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.

19.3 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the Said

property or any part thereof to the Developer or as creating any right, title or interest in respect thereof in the Developer other than an exclusive license to the Developer to commercially exploit the same in terms hereof, provided however that, the Developer shall be entitled to borrow money from any bank or banks by depositing title deeds of the said property or other wise without creating any financial liability on the Owner or affecting their estate and interest in the said property and it being expressly agreed and understood that in no event the one or any of its estate shall be responsible and/or be made liable for payment of any dues of such bank or banks and shall remain indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof. The Owner hereby authorizes the Developer to borrow money from the Bank or Banks or Financial institution by depositing the title deeds or otherwise subject to the terms mentioned hereinabove. The owner shall not be liable for repay any liability created by the Developer in respect of the subject property.

19.4 During subsistence of this agreement, the Owner shall not deal with the said property in any manner whatsoever except for the purposes mentioned herein.

19.5 All deposits for suppliers and services except for water, electricity and drainage connection shall be proportionately deposited by the Owner and Developer according to their respective allocations.

19.6 The parties hereto shall pay rates and taxes for their respective allocations from the date of obtaining completion certificate from the Municipal and other statutory authorities and/or from the date(s) such taxes are payable for the new building or buildings.

19.7 The existing facilities such as sewerage, drainage and electricity line at the Said Premises shall be in operation till the completion certificate is issued by the Kolkata Municipal Corporation.

19.8 It is mention here that through in this Deed the Owner's allocation has been mentioned as five percent out of hundred percent but in practical as the developer firm is paying consideration money for the value of the aid five percent along with the agreed consideration money hence the owner and his legal heir and successor shall never be any claim demand for the said five percent of the owner's allocation.

(20) MISCELLANEOUS:

20.1 The word 'completion of the new buildings' wherever mentioned in this agreement shall mean cold shell make the said space and the car parking spaces ready to use.

20.2 OWNER and DEVELOPER expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

20.3 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

20.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

- 20.5 It is understood that from time to time to facilitate the uninterrupted construction of the New Building by DEVELOPER, various deeds, matters and things not herein specified may be required to be done by DEVELOPER and for which DEVELOPER may need authority of OWNER. Further, various applications and other documents may be required to be signed or made by OWNER relating to which specific provisions may not have been mentioned herein. OWNER hereby undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by DEVELOPER for the purpose and OWNER also undertakes to sign and execute all additional applications and other documents, provided that all such acts, deeds, matters and things do not in any way infringe on the rights of OWNER and/or go against the spirit of this Agreement.
- 20.6 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 20.7 OWNER shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of DEVELOPER'S Allocation and DEVELOPER shall be liable to make payment of the same and keep OWNER indemnified against all actions, suits,

proceedings, claims, demands, costs, charges and expenses in respect of DEVELOPER'S allocation. Similarly DEVELOPER shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the OWNER' Allocation and OWNER shall be liable to make payment of the same and keep DEVELOPER indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of OWNER' allocation:

20.8 The name of the project and the building shall be decided by the parties mutually.

20.9 As and from the date of completion of the construction (possession date) of New Building, DEVELOPER and OWNER and/or their respective transferees/nominees shall be liable to pay and bear proportionate share. In the event of any delay being caused by OWNER in obtaining any permission from sanctioning authority or any other authority or, any delay is caused in obtaining the sanction of the plans or any delay is caused in having any modification thereto as required from sanctioning authority or any other authority or authorities, due to change in Government Policies and Procedures, in such event, the time for completion of such construction or phase herein provided shall stand automatically extended for the period of such delay without any obligations of this Agreement being attached to DEVELOPER.

(21) DEFAULTS:-

21.1 In the event of any default on the part of any of the parties, the other parties or any of them shall be entitled to serve notice of default on the others and the party in default, shall be entitled to rectify such default within a period of 30 days from the date of receipt of such notice.

(22) FORCE MAJEURE:

Force - Majeure shall mean and include any war, civil commotion, riots, Governmental notifications, any statutory notifications, acts of God and/or any order of the Courts and/or any prohibitory order from any Court of law to which the parties have no control.

22.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Indenture, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or

omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

22.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. Neither OWNER nor DEVELOPER shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Indenture for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

22.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof and 7 days thereafter.

22.4 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

(23) ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

(24) WAIVER:

The failure with or without intent of any party hereto to insist upon the performance by the other on any terms and/or provisions of this agreement in strict conformity with the literal requirements hereto shall not be treated or deemed to constitute a modification of any of the terms and/or provisions hereto nor shall such failure be deemed to constitute a waiver of the right of

such party at any time whatsoever thereafter to insist upon performance by the other strictly in accordance with any of the terms and/or provisions of this agreement.

(25) NOTICE:

All notices to be served hereunder by any one of the parties on the other party by registered post/ speed post with acknowledgement due card and/or courier service shall be deemed to have been served at the address of the other party mentioned hereinabove irrespective of return of the acknowledgement card. Similarly, any notice to be served through fax or e-mail shall also be treated as validly served if the fax number and e-mail address of the concerned party is correct. None of the parties shall raise any objection to the notice served as aforesaid.

25.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time) OWNER shall address all such notices and other written communications to the Project Manager notices and other written communications to the handling directors of OWNER.

25.2 Any such notice or other written communication shall be deemed to have been served:

25.3 If delivered personally, at the time of delivery.

25.4 If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.

25.5 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.

25.6 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

(26) SPECIFIC PERFORMANCE:

In the event of there being breach by either party the other party will have the right to seek specific performance of this

agreement and also claim any loss, damage costs and expenses caused due to such breach.

(27) MODIFICATION OF THE AGREEMENT!

No amendment or change hereof or addition herein shall be effective or binding on either of the parties hereto unless set forth in writing and executed by the duly authorized representatives of each of the parties hereto.

(28) AMENDMENT/MODIFICATION:

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties and expressly referring to the relevant provision of this Agreement.

(29) JURISDICTION :

Only the Courts having territorial jurisdiction over the said property and the Calcutta High Court shall have the jurisdiction in all matters relating to and/or emanating out of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

[DESCRIPTION OF THE SAID PROPERTY]

ALL THAT partly three storied and partly four storied brick built messuage or dwelling house together with the piece and parcel land thereunto belonging whereon or on part thereof the same is erected and built containing an area of 12 (Twelve) Cotthas, 07 (Seven)

Chhitaks and 22 (Twenty Two) Sq. Ft. be the same little more or less lying and situated at municipal premises No. 55, Gurupada Halder Road formerly known and numbered as 55 and 56, Halderpara Road, Kolkata - 700 026, Police Station - Kalighat, within the limits of Ward No. 83 of the Kolkata Municipal Corporation, District 24 Parganas (South) is butted and bounded by :

- ON THE NORTH : By Gurupada Halder Road;
- ON THE EAST : Partly by the temple of Soni Thakur and partly 54A, Gurupada Halder Road;
- ON THE WEST : By Gurupada Halder Road;
- ON THE SOUTH : By premises No. 57, Gurupada Halder Road;

THE SECOND SCHEDULE ABOVE REFERRED TO

[PART- I FOR DEVELOPER'S ALLOCATION]

ALL THAT the 95% (Ninety Five percent) area of the total built up area of the constructed space in the New Building to be constructed on the said premises TOGETHER WITH 95%(ninety five percent) of car parking spaces and all other spaces in the complex and new building AND TOGETHER WITH the undivided proportionate impartible part or share in the said premises and land attributable thereto AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities together with the share of the land contained therein corresponding to such constructed

area. The super built up area would be determined by the Architect, whose decision shall be final and binding on the parties

[PART -II FOR OWNER' ALLOCATION]

ALL THAT the 5% (Five percent) area of the total built up area of the constructed space in the New Building to be constructed on the said premises in the complex and new building AND TOGETHER WITH the undivided proportionate impartible part or share in the said premises and land attributable thereto AND TOGETHER WITH the share in the same proportion in all Common Areas, Facilities and Amenities together with the share of the land contained therein corresponding to such constructed area. The super built up area would be determined by the Architect, whose decision shall be final and binding on the parties

THE THIRD SCHEDULE ABOVE REFERRED TO
(SPECIFICATION OF THE BUILDING)

Set out by the Engineer

IN WITNESSES WHEREOF the parties hereto have subscribed their respective hands and seals on the day month and year first above written.

SIGNED, SEALED AND DELIVERED

By the OWNER at Kolkata

In presence of :

WITNESSES :

1. Sachinath Maymader
3, Bra Park Bazar Lane.
P.O. - Shikhar, Howrah 711002
2. A. D. S.
T. K. S. Prasad

Prigadip Paul

SIGNED, SEALED AND DELIVERED

By the DEVELOPER at Kolkata

In presence of :

WITNESSES :

1. Sachinath Maymader
2. A. D. S.

CALCUTTA CONSTRUCTION
Paul Prigadip
Partner

CALCUTTA CONSTRUCTION
Debijit Kundu
Partner

Drafted by :

Sumitra Mantra
Advocate (Sumitra Mantra)
(SUMITRA MANTRA)

RECEIVED of and from the within named Developer a sum of
 Rs. ^{15,00,000/-} ~~25,00,000/-~~ (Rupees ^{Fifteen} ~~Twenty Five~~ lakhs) only being the part of
 the within mentioned advances as per memo below :

MEMO OF CONSIDERATION

Sl.	Cheque No.	Drawn on	Amount
1	211502	UCO BANK, KALIGHAT KOLKATA - 700026	15,00,000/-
		Total Rupees	15,00,000/-
		Total	Rs. 25,00,000/-

(Total Rupees ~~25,00,000/-~~ only
 Fifteen lakhs)

WITNESSES :

1. Sachinath Majumder.
2. A-108

Priyadip Paul

SIGNATURE OF THE OWNER/FIRST PARTY

SPECIMEN FORM FOR TEN FINGER PRINTS



Carlane

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



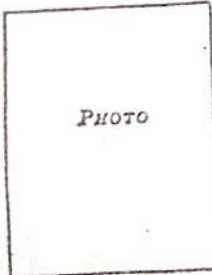
Delroy Anthony

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Prisodip Paul

	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					



Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 08123 of 2014
(Serial No. 07755 of 2014 and Query No. 1901L000019602 of 2014)

On 30/08/2014

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

Presented for registration at 14.25 hrs on :30/08/2014, at the Private residence by Goutam Banerjee , one of the Claimants.

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

Execution is admitted on 30/08/2014 by

1. Priyadip Paul, son of Lt. Prasanta Kumar Paul , 77, Beniatola Street, Kolkata, Thana:-Jorabagan, District:-Kolkata, WEST BENGAL, India, Pin :-700005, By Caste Hindu, By Profession : Business
 2. Goutam Banerjee
Partner, Calcutta Constructions, 7 A, Nepal Bhattacharjee Street, Kolkata, Thana:-Kalighat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026.
, By Profession : Others
 3. Debojit Chakraborty
Partner, Calcutta Constructions, 7 A, Nepal Bhattacharjee Street, Kolkata, Thana:-Kalighat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026.
, By Profession : Others
- Identified By Sachinath Majumder, son of Lt. Purnendu Sekhar Majumder, 3, Tara Pada Bose Lane, Thana:-Shibpur, P.O. :-Shibpur, District:-Howrah, WEST BENGAL, India, Pin :-711102, By Caste: Hindu, By Profession: Retired Person.

(Dinabandhu Roy)
ADDL REGISTRAR OF ASSURANCE-I OF KOLKATA

On 03/09/2014

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 : 48(d), 5, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

1. Rs. 23610/- is paid , by the draft number 552482, Draft Date 02/09/2014, Bank Name State Bank of India, CALCUTTA MAIN BRANCH, received on 03/09/2014
2. Rs. 49000/- is paid , by the draft number 551329, Draft Date 22/07/2014, Bank Name State Bank of India, CALCUTTA MAIN BRANCH, received on 03/09/2014
3. Rs. 49000/- is paid , by the draft number 551328, Draft Date 22/07/2014, Bank Name State Bank of India, CALCUTTA MAIN BRANCH, received on 03/09/2014
4. Rs. 49000/- is paid , by the draft number 551327, Draft Date 22/07/2014, Bank Name State Bank of India, CALCUTTA MAIN BRANCH, received on 03/09/2014

(Dinabandhu Roy)
ADDL REGISTRAR OF ASSURANCE-I OF KOLKATA

03/09/2014 12:33:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 08123 of 2014
(Serial No. 07755 of 2014 and Query No. 1901L000019602 of 2014)

(Under Article : B = 170489/- ,E = 28/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- ,Excess amount = 9/- on 03/09/2014)

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.-3,57,14,234/-

Certified that the required stamp duty of this document is Rs.- 75071 /- and the Stamp duty paid as: Impressive Rs.- 10/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 26071/- is paid , by the draft number 552481, Draft Date 02/09/2014, Bank : State Bank of India, CALCUTTA MAIN BRANCH, received on 03/09/2014
2. Rs. 49000/- is paid , by the draft number 551326, Draft Date 22/07/2014, Bank : State Bank of India, CALCUTTA MAIN BRANCH, received on 03/09/2014

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Endorsement Page 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 20
Page from 305 to 357
being No 08123 for the year 2014.



M2

(Dinabandhu Roy) 04-September-2014
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal