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

[Signature]
Addl Dist. Sub-Registrar
Mipore, South 24 Parganas

01:17 pm
9/2/15

09 FEB 2015

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this....9th.....day of February 2015 (Two Thousand and Fifteen)

BY & BETWEEN

এস. এম. নং 2168 তার 16 JAN 2015
 নাম Mr. Bijoy Ghosh
 ঠিকানা 7/5 Pacific Associate,
379, Uttar Seefur, Boral Main Road
P.O. Boral, Kolkata-700084
 মুদ্রা Rs 100/-
 গভঃ শ্যাম ভেণ্ডার সর্বস্বাধী দেব
সেহালপুর, এ. ডি. এস. আর, ও
কলিকাতা - ১৫০



Manu Mukhopadhyay
 Advocate

ADDL. DIST. SUB-REGISTRAR
 ALIPORA, SOUTH 24 PGS.
 03 FEB 2015
 Signature.....

(1) MR. CHAPAL CHATTERJEE, son of Late Sishir Kumar Chatterjee, by occupation Service, by faith Hindu, an Indian inhabitant, residing at 5, Baishnabghata Road, P.S. Jadavpur, at present Patuli Kolkata - 700 047, having his PAN NO. AIEPC2786R ; and (2) MRS. MINATI CHATTERJEE, daughter of Late Sishir Kumar Chatterjee, by occupation Housewife, by faith Hindu, an Indian inhabitant, residing at 5, Baishnabghata Road, P.S. Jadavpur at present Patuli, Kolkata - 700 047, having his PAN NO. AROPC01397H ; hereinafter jointly referred to as the OWNERS (which expression shall unless excluded by or repugnant to the context be deemed to mean and to include their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

MR. BIJOY GHOSH, son of Late Lal Mohan Ghosh, by faith Hindu, by occupation Business carried on under the name and style of M/S PACIFIC ASSOCIATE, a proprietorship firm situate at no. 399, Uttar Sripur , Boral Main Road , Post Office Boral, Police Station Sonarpur, Kolkata-700084 having its PAN NO. ADYPG-4183B hereinafter referred to as the DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors in interest and assigns) of the OTHER PART.

WHEREAS:

1. One Jogendra Nath Chatterjee became the absolute owner by virtue of a registered deed of partition dated 17th September 1952, registered before the office of the Joint Sub Registrar, Alipore South 24 Parganas, recorded in Book No. 1, Volume No. 90, Pages 144 to 157, being No. 6013 for the year 1952 of the land lying or situates at District South 24 Parganas, P.S. the then Tollygunge at present Patuli, Pargana Khaspur Medanmalla, Mouza - Baishnabghata, J.L. No.28, Revisional Sheet No. 11, 38, 244, Touzi No. 56 & 151, in the following Khatian No. and Dags

Khatian No.	R.S. Dag Nos.	Area (satak)
296	87	0.20
296	88	0.08 ^{1/3}
296	89	0.20 ^{1/3}
296	90	0.03 ^{6/7}
151	694	0.15 ^{2/3}



ADDL. DIST. & S. REGISTRAR
ALIPORE, SOUTH 24 PGS.

03 FEB 2015

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And District South 24 Parganas, P.S. Tollygunge, Pargana Khaspur, Mouza - Baishnabghata, J.L. No.28, Revisional Sheet No. 11, 38, 244, Touzi No. 56, in the following Khatian & Dags:

Khatian No.	R.S. Dag Nos.	Area (satak)
5 & 36	56	0.87
5 & 36	55	0.79

2. While Jogendra Nath Chatterjee was enjoying the abovementioned property died intestate on 14th April 1958 leaving behind his wife namely Smt. Prativashali Devi, three sons namely Sri Sishir Chatterjee, Sri Sukumar Chatterjee, Sri Karunamoy Chatterjee and two daughters namely Smt. Mana Rani Devi and Smt. Reba Rani Devi as his legal heirs and successors and therefore, after his death the legal heirs of said Jogendranath became the joint owners in respect of the properties mentioned hereinabove as left by said Jogendranath, since deceased.
3. While enjoying the abovementioned property jointly the legal heirs of the deceased faced to a few difficulties and therefore for peaceful enjoyment and possession of the abovementioned property said legal heirs of Late Jogendra Nath Chatterjee by way of a registered deed of Partition dated 27th January 1960 registered before the Office of the Sub Registrar, Alipore, recorded in Book No. 1, Volume No.11, Pages 201 to 217, being No.669 for the year 1960, divided and demarcated the abovementioned property on the terms and conditions mutually settled amongst them as mentioned therein.
4. By virtue of the said Partition Deed dated 27th January 1960, Mr. Sishir Kumar Chatterjee became the absolute Owner of the land measuring about 0.037^{7/18} satak in Dag No. 89 and 0.097^{7/8} satak in Dag No. 87 totaling an area of 7 Cotthas 13 Chitaks 43 sq.ft. more or less lying or situates at District South 24 Parganas, P.S. Tollygunge, Pargana Khaspur Medanmalla, Mouza - Baishnabghata, J.L. No.28, Revisional Sheet No. 11, 38, 244, Touzi No. 56 & 151, in the Khatian No. 296.
5. While enjoying the said entire property said Sishir Kumar Chatterjee died intestate on 26th October 1977 leaving behind four sons namely Mr. Safal Chatterjee, Mr. Mrinal Chatterjee, Mr. Shyamal Chatterjee and Mr. Chapal Chatterjee and two daughters namely Mrs. Minati Mukherjee and Mrs. Pranati Chatterjee as his legal heirs and successors. Be it



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

09 FEB 2015

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mentioned here that wife of Late Sishir Kumar Chatterjee predeceased her husband on 18th February 1976.

6. On 20th January 1993 said Mrinal Chatterjee died intestate as bachelor and said Safal Chatterjee also died intestate as a bachelor on 13th December 2007 and said Shyamal Chatterjee also died intestate leaving behind no successors on 04.08.2006 and Miss. Pranati Chatterjee, daughter of late Sishir Kumar Chatterjee died on 14th January 2012 at unmarried status.
7. That Portioned share of the deceased Sisir Kumar Chatterjee, hence forth the said thus devolved on 1) SRI CHAPAL CHATTERJEE and his daughter 2) SMT MINATI CHATTERJEE as per Hindu succession ACT'1956 and thus they have become lawful owners having all indefeasible right and title to enjoy the undivided property that they obtained through the Deed of partition.
8. That while enjoying the abovementioned property and also doing the physical measurement of the aforesaid property, the Owners herein found that an area of 2 cotthas 16 sq.ft. a little more or less is less than the actual area of the land should be possessed by them, said 2 cotthas 16 sq.ft. of land has been encroached to the adjacent land and in the KMC Road, therefore the Owners herein are now holding land of an area measuring 5 Cotthas 13 Chitaks 27 sq.ft. more or less lying or situates at District South 24 Parganas, P.S. Tollygunge at present patuli Pargana Khaspur Medanmalla, Mouza - Baishnabghata, J.L. No.28, Revisional Sheet No. 11, 38, 244, Touzi No. 56 & 151, in the Khatian No. 296, hereinafter referred to as the said Entire property which has been morefully described in the **SCHEDULE-A** hereunder written and the Owners herein also executed a registered deed of Declaration dated 11th June 2012, registered before the Office of the Additional Sub Registrar at Alipore, recorded in Book No. 1, CD Volume No.21, pages from 640 to 651, being No. 04677 for the year 2012 declaring the encroachment of the said area and present holding of land by the Owners herein.
9. It is partient to state here that after the expiry of PRANATI CHATTERJEE daughter of Late Sisir Chatterjee leading a maiden life her portioned share of the undivided property devolved on her surviving legal heirs namely 1.Sri Chapal Chatterjee and 2. Smt. Minati Chatterjee in equal share under the provisions of Hindu succession Act' 1956.



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

09 FEB 2015

Signature.....

10. Therefore, the Owners herein became the joint owners in equal shares of the said Entire Property and are now possessing and enjoying the said entire property which is morefully described in SCHEDULE - A hereunder written and also has been mutated, rectified and recorded their names vide Assessee No.211000300061 under the Kolkata Municipal Corporation in respect of the said Entire property.
11. At or before the execution of these presents, the Owners herein have jointly assured and represented to the Developer as follows:
- a. The Owners are absolute Owners of the said property mentioned in Schedule A herein below and having good a marketable title in respect thereof and apart from the Owners herein, there are no other Owners and/or any other persons having any type of rights, title interest over the said property in any manner.
 - b. The Owners have been paying all the rates and taxes to the appropriate authorities and shall continue to pay the same till the vacant and peaceful possession of the said property is handed over to the Developer after clearing all dues, unpaid taxes on the land and/or building, if any.
 - c. The Owners are not restrained by any order from any Court in entering into this agreement with the Developer to develop the said property.
 - d. The said property is free from all encumbrances liens or lispendences and there is no Agreement for sale, transfer or development and Memo of Understanding pending with any other person or persons against whole, part or portion of the said property.
 - e. The said property or any part or portion thereof is not affected by notice of requisition and/or acquisition and no case is pending against the said property in any Court of law.
12. The Developer has represented that it is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
13. The Owners have decided to develop the Said property and pursuant thereto, preliminary discussions were held with the Developer for taking up the development scheme of the Said property by constructing the New Building(s) (hereinafter referred to as the **Project**).
14. After numerous meetings and discussions it was agreed by and between the parties hereto that the Owners shall grant, permit and authorize the Developer and that the Developer shall have all the rights,



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

09 FEB 2015

Signature.....

power and authority to develop the said property by constructing buildings thereat at its own costs and expenses and the Owners shall have no financial involvements in the proposal construction in any manner.

15. Pursuant to the above and relying on the representations made by the Parties to each other as stated above, the final terms and conditions agreed between the parties herein are being recorded by this Agreement.

NOW THIS AGREEMENT WITNESSETH, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:-

1. **DEFINITIONS:**

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

ARCHITECT - shall mean such person or persons who may be appointed by the Developer as the Architect for the Project.

ASSOCIATION - shall mean any company incorporated under the Companies Act, 1956 or any registered Association formed under the West Bengal Apartment Ownership Act, 1972 or any Syndicate or a Committee as may be formed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

CAR PARKING SPACE - shall mean all the spaces in the basement or ground floor level, whether open or covered, mechanical or otherwise, of the Project expressed or intended to be reserved for parking of motor cars/scooters.

COMMON AREAS, FACILITIES AND AMENITIES - shall presently mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, the roof of the building but excluding the signage and other spaces to be reserved by the Developer, overhead water tank, water pump and motor, drive-ways, common lavatories, transformer, Fire Fighting systems and any other facilities in the Project, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Project as are mentioned in the **Schedule C** hereunder written.

DEPOSITS/EXTRA CHARGES/TAXES - shall mean the amounts specified in the **Schedule D** hereunder to be deposited/paid by the Purchasers or the Owners or the Developer.



ADDL. DIST. & B-REGISTRAR
ALIPORE, SOUTH 24 PGS.
03 FEB 2015
Signature.....

DEVELOPER'S ALLOCATION - shall mean 52% of the built up area/saleable of the project as per the permissible FAR and also as per the plan sanctioned by the Kolkata Municipal Corporation morefully described in the Part I of the Schedule B hereunder written.

DEVELOPMENT RIGHTS - shall mean, in addition to what has been provided for elsewhere in this Agreement, the entire development rights of the Project on the said Property and shall include (but not be limited to), inter alia, the right, power, entitlement, authority, sanction and permission to:

- (a) allowing the Developer free and unobstructed access to be in the said property in vacant and peaceful condition for the purpose of only development thereof in terms of this agreement;
- (b) exercise full, free, uninterrupted, exclusive and irrevocable marketing or sale rights in respect of the saleable areas of the Project i.e. only the Developers allocation by way of sale, or any other manner of transfer or creation of third-party rights therein, without disturbing Owners allocation in any manner, exclusive control with respect to the pricing of the saleable area to be constructed on the said Property towards Developer allocation and enter into agreements with such Purchasers as it deems fit and on such marketing or sale, to receive the full and complete proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of the saleable area and proportionate undivided interest in the land underneath i.e. the said Property;
- (c) carry out the construction after demolition of the existing structures/development of the Project strictly as per plan to be sanctioned and to be in the property in vacant and peaceful condition for the purpose of development thereof, control of peaceful enjoyment of the said Property or any part thereof until the completion of development of the Project and marketing or sale of the saleable area on the said Property and every part thereof are over.
- (d) apply for and obtain from the relevant authorities all Approvals for development and construction of the Project that are required to be obtained by the Developer in terms of this Agreement;
- (e) in the event of default by the Owners in compliance of their obligations under this Agreement, at the sole discretion of the Developer, to do all such acts, deeds and things that may be required for the Project or for compliance of the terms in this Agreement;
- (f) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and



ADDL. DIST. SIB-REGISTRAR
ALIPORA, SOUTH 24 PGS.

0 9 FEB 2015

Signature.....

unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons but the Owners shall have right to take inspection of the construction to ensure the quality of construction.

(g) make payment and or receive the refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development of the said Property paid by the Developer without disturbing the Owners allocation in any manner whatsoever.

(h) make applications to the concerned Governmental Authority or semi-governmental authority in respect of, and carry out, all the infrastructural work, including levelling, water storage facilities, water mains, sewages, storm water drains, boundary walls, electrical transformer and all other common areas and facilities for the proposed building to be constructed on the said Property as may be required by any Approval, layout plan, or order of any Governmental Authority or semi-governmental authority and acquire relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any as the Developer deems fit without disturbing the right title and interest of the Owners in the said property.

(i) deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required under the Applicable Law, any Governmental Authority in relation to the Project necessary for the full, free, uninterrupted and exclusive development of the said Property, by construction of building on the said Property strictly according to the sanctioned building plan.

(j) carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time;

(k) launch the Project for sale of the units towards Developers allocation only and without disturbing the Owners allocation.

(l) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, or sale of the saleable area to be constructed on the said Property i.e. sale of Developers allocation only.

(m) manage the said Property and facilities / common areas constructed upon the said Land as may be required under the West



ADDL. DIST. SSB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

09 FEB 2015

Signature.....

Bengal Apartment Ownership Act, 1972 or any other Applicable Laws and/or rules made there under and / or to transfer/ assign right to maintain to any third party and to retain all benefits, consideration etc. accruing from such maintenance of the Project;

(n) take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Applicable Law,

(o) demarcate the common areas and facilities, and the limited common areas and facilities in the Project at the sole discretion of the Developer, as per the lay out plan and abide by applicable law and to file and register all requisite deeds and documents under the West Bengal Apartment Ownership Act, 1972 with the competent authority;

(p) generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights, without disturbing the owners allocation in any manner

(q) it is further agreed between the parties that by this agreement the owners are not transferring or shall not transfer within the meaning of Clauses (v) and/or (vi) of sub-section (47) of section 2 of the Income Tax Act, 1961 the said property as defined hereinabove, in favour of the Developer.

MAINTENANCE-IN-CHARGE - shall mean and include such agency or any outside agency to be appointed by the Developer under this Agreement, after completion of the building as certified by the Architect, for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

NEW BUILDING(S) - shall mean the new building(s) in the Project to be constructed, erected and completed in accordance with the Plan on the Said Property.

OWNERS'S ALLOCATION -

In accordance with the discussion and settlement with OWNERS' out of their allotted 48% of built up area of the proposed building as per sanctioned building plan by the competent authority of Kolkata Municipal Authority the details of which are stated as follows:-

1. 1(One) self contained flat having a built up area more or less 1000 Sq.Ft. on the First floor and 1(One) self contained flat having built up area more or less 700Sq.ft. both shall be on front portion on the first floor of the new project together with the undivided proportionate impartible variable share in the land underneath the building and all common benefits, enjoyments, utilities such as stair, stair case, roof of the building, water reservoir, water



ADDL. DIST. (S&R) RESISTANCE
ALIPORE, SOUTH 24 PGS.
03 FEB 2015
Signature.....

connection , lobbies , paths , passages, entrance , electrical installation , sewerage, drains and all other users attaching to the proposed building and 3(Three) car parking space on the Ground floor of the proposed project and the owners shall have right to sell transfer or to deal with said 2(two) flats at their choice and discretion without interference of Developer or any other person or persons in future.

2. The Owners herein have taken an advance of Rs.16,50,000/- (Rupees Sixteen Lac Fifty Thousand) Only under the following memo of consideration from the Developer and have agreed to repay the above amount while adjusting with the area from their allotted share of 48%, the same will be adjusted @ Rs.2500/- (Rupees Two Thousand five hundred) only per Sq. Feet on built up area. It is pertinent to mention here that after adjusting the built up area for the advance taken by the Owners herein, shall be allotted the flats as mentioned in paragraph-1 herein above as per their allocation . It is also to be mentioned that after adjusting said amount received by the Owners in advance if there is any excess area is left , the same area will also be adjusted @ Rs.2500/- (Rupees Two Thousand Five Hundred) Only per Sq. Feet and the excess amount shall be paid to the Owners after completion of the project and before handing over owners allocation, particulars of the owners allocation is more fully mentioned in the part II Schedule B as written below.

PLAN - shall mean the plan of the building/s to be sanctioned by Kolkata Municipal Corporation or any other sanctioning authority as the case may be Together With all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer either under advice or on the recommendation of the Architect or approved by the sanctioning authorities.

PROJECT - shall mean the construction, erection and completion of building/buildings on open areas by the developer in terms of this Agreement and the said plan to be sanctioned by the authority of K.M.C.

SAID PROPERTY - shall mean All That piece and parcel of the Bastu land measuring an area more or less 5 Cottahs 13 Chitaks 27 sq.ft. more or less together with a brick built old dilapidated structure standing thereon described in the **Schedule A** hereunder written.

SPECIFICATION - shall mean the specifications for the said Project as mentioned in the **Schedule D** hereunder written subject to the alterations or modifications as may be made by the Developer from time to time.



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

03 FEB 2015

Signature.....

TRANSFER - with its grammatical variations shall include transfer with possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the Purchasers thereof as per law.

TRANSFeree/PURCHASER - according to the context shall mean all the prospective or actual Purchasers who would agree to acquire or shall have acquired any Unit in the Project and for all unsold Unit and/or Units.

2. 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.
- ii) 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.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any Act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

3. COMMENCEMENT:



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ALIPORE, SOUTH 24 PGS.

09 FEB 2015

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3.1 This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution, mentioned above (commencement date) 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, in terms of clause 5.7 as written herein below.

4. **STEPS FOR DEVELOPMENT OF THE SAID PROPERTY:**

- 4.1 The Parties have mutually decided the scope of the Project, that is, the development of the Said Property by constructing of the New Building(s)/Project thereon, and commercial exploitation of the New Building(s) and/or the Project by the Developer shall be at its sole discretion construct or cause to be constructed the New Building(s)/Project for residential use only.
- 4.2 By virtue of these presents, the Owners do and each of them doth hereby grant all the Development Rights and the Developer is irrevocably authorized to build upon and exploit commercially the Said Property by (1) constructing the New Building(s)/Project, (2) dealing with the spaces in the New Building(s) together with transfer of the undivided proportionate and impartible share in the Land in favour of the Purchasers/intending purchasers according to the developers allocation only.
- 4.3 The Developer shall develop the Said Property on Fixed offer basis, i.e. in consideration of the Owners granting and assigning the development rights of the Said Property to the Developer, the Developer shall handover area to the Owners in their respective shares, subject to such deductions/arrangement hereinafter stipulated towards other deposits if any. In other words the Developer shall be entitled to the remaining Area generated out of the project.
- 4.4 The Developer shall be entitled to develop the Property which is situated in the **Schedule A** separately or jointly with an adjacent property if any at its sole discretion. In the event the Developer decide to amalgamate the said property with the other property, in such event the Owners shall sign and execute such deeds or documents or applications according to law for the purpose of amalgamating of the two or more properties. It is pertinent to mention that the right title and interest of the Owners in respect of their property shall not be and cannot be affected and/or prejudiced by any amalgamation and that is to be ensured by Developer by written undertaking. These Owners shall have exclusive right to sell



ADDL. DIST. SUB-REGISTRAR
ALIPORA, SOUTH 24 PGS.
09 FEB 2015
Signature.....

transfer or to deal with their said 2(two) flats in any manner at their choice and the Developer or the owners of the amalgamated property shall have no right therein.

- 4.5 The development rights granted herein includes the exclusive right, authority and authorization to the Developer to:
- a. amalgamate with the adjacent property for the purpose of development according to law and building Rules of K.M.C 1997 without disturbing the owners property in any manner.
 - b. hold, occupy, enter upon and use the said property for the purposes of development of the said property by constructing building thereat at its own cost and expense and such other development and construction therein or thereon as may be necessary or appropriate;
 - c. appoint reputed contractors, sub-contractors or agents and enter into agreements for implementing the development and making available the various facilities;
 - d. establish, provide or procure, install, construct, as the context admits or requires, and operate the facilities;
 - e. carry out such other activities incidental to the foregoing or proper or desirable for the safe, efficient and economic implementation and operations of the proposed development.

It is however made clear that in carrying out any of the activities mentioned hereinabove or in exercising any of the rights conferred upon the Developer herein, the Developer shall not fasten any liability on the Owners and shall keep the Owners safe, harmless and indemnified against all liabilities, civil or criminal, and all costs, charges and expenses arising there from or towards any third party claim in any manner.

- 4.6 The parties shall jointly have the said Property surveyed to ascertain the area and boundary.
- 4.7 The Parties agree that the Developer shall be entitled to the full exploitation of the entire FAR including any additional FAR that may become available on the said property and/or FAR that may be sanctioned and permitted by the sanctioning Authorities for the said Property.
- 4.8 The Developer shall at its own costs and expenses prepare the Plan for the New Building(s) in the project within 4 weeks from date of execution. The Developer shall have the plan sanctioned by Kolkata Municipal Corporation or from the sanctioning authority in the names of the



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

09 FEB 2015

Signature.....

Owners at its cost and expenses and shall make its best endeavor to have it sanctioned at the earliest, preferably within 12 weeks from date hereof.

- 4.9 All permissions, approvals, sanctions, modification, no-objections and other statutory formalities for sanctioning of plan would be obtained by the Developer at its own cost and expenses.
- 4.10 The Owners shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for such sanction and construction as and when require by the Developer without any objection and within 7 days of the request being made and the documents being made so available by the Owners. In addition to the aforesaid, the Owners shall simultaneously herewith sign, execute and register a General Power of Attorney authorizing the Developer or its officers to do, act and perform all or any of the obligations of the Owners mentioned above for development of the Project.
- 4.11 In consideration of Development of the said Property by the Developer herein and the Developer having undertaken the construction of the New Building(s) as per agreed specification, the Owners agree to transfer the proportionate, undivided and impartible share in the Said Land in favour of the Purchasers/intending purchasers of flats/salable area in the New Building(s)/Project in respect of the Developers allocation only through the Developer's endeavor.

5. **CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDING:**

- 5.1 The Developer shall at its own costs demolish the existing structure(s) and start construction(s) on the said property and remove the building materials/debris arising out of the demolition from the said property, however the Owners shall not raise any objection for the building materials/debris being collected out of the debris.
- 5.2 The Developer shall at its discretion and at its costs and expenses arrange for obtaining amalgamation of the said Property with the adjacent property and if so decided, shall make its best endeavor to have it done at the earliest.
- 5.3 The Owners hereby authorize the Developer to appoint the Architects and other consultants to complete the Project. All costs charges and expenses in this regard including professional fees and supervision charges shall



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

03 FEB 2015

Signature.....

be discharged or paid by the Developer and in this regard the Owners shall have no liability or responsibility.

- 5.4 The Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owners allocation construct, erect and complete or cause to be constructed, erected and completed the New Building(s) in pursuant to the final plans to be sanctioned by sanctioning authorities and as per the specifications mentioned in the **Schedule D** hereunder and/or as be recommended by the Architects from time to time (collectively **Specifications**). The decision of the Architects regarding measurement of area constructed and all aspects of construction including the quality of materials shall be final and binding on the Parties. It is mentioned that in case of any deviation from sanctioned plan, only the Developer and his associates shall be solely responsible and liable
- 5.5 The Developer shall at its own costs install and erect in the New Building(s), pump, water storage tanks, overhead reservoirs, water and sewage connection and all other necessary amenities.
- 5.6 The Developer shall be authorized in the names of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage.
- 5.7 The project shall be completed by the Developer within 18 (Eighteen) months from the date of sanction of building plan and obtaining all other permissions required for commencement of construction and/or handing over the vacant possession of the premises, whichever is later with a grace period of six months both subject to force majeure, if any and such time as mentioned is made essence of this Agreement.
- 5.8 The OWNERS of this agreement for the interest and benefit of the Developers shall execute a Deed of amalgamation and get the same get registered in registration office at the cost of Developer or in other process of law to the adjacent premises arriving at a mutual discussion with the Owner of the amalgamated plot. It is pertinent to mention herein that proposed amalgamation shall not affect the right title or interest of the property of the owners in any manner and the owners of the adjacent amalgamated owner shall have no right to interfere in this instant agreement or shall have no right to the owners allocation in respect of the property of these owners in any , manner whatsoever. The Developer shall first handover 2 flats of 1000 Sq. ft. and 700 sq.ft. to the owners of this agreement and 3(Three) Car parking space before handing over possession to any buyers of any flat/s of Developers allocation .



ADDL. DIST. SUB-REGISTRAR
ALIPORE SOUTH 24 PGS.
09 FEB 2015
Signature.....

6. **POWERS AND AUTHORITIES:**

- 6.1 The Owners hereby agree to ratify and confirm all acts, deeds and things to be lawfully done in the interest of the project by the Developer and persons nominated by the Developer in pursuance of the rights and authorities granted as aforesaid provided that owners right title or interest shall not be prejudiced in any manner.
- 6.2 Notwithstanding anything contained above, the Owners shall grant to the Developer and/or its nominees a registered Development General Power of Attorney for the purpose of doing all acts required for the Project simultaneously on execution of this Agreement and the costs on account thereof shall be borne by the Developer.
- 6.3 Notwithstanding grant of the aforesaid General Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the Said Property within 7 days on the request being made and the documents being made available to the Owners.

7. **DEPOSITS AND FINANCIALS:**

The Developer shall bear the cost of the rental accommodation for the each owners @ Rs.8,500/- (Rupees Eight Thousand Five Hundred only) per month from the date of sanction of the plan or from the date of the handing over of the peaceful vacant possession. The said property whichever is earlier till the period of end of construction of new building and handing over of the possession of the said allotted portion of the Owners together with necessary document related to it and C.C. as early as possible to be obtained from K.M.C.

8. **DEALING WITH SPACES IN THE NEW BUILDING(S) :**

- 8.1 Upon sanction of plan in respect of the Project, the bookings for the project shall be started by the Developer and /or its the marketing agent to be appointed by the Developer. The rate at which booking of flat in the Project shall be made and decided from time to time by the Developers, towards Developers allocation only.
- 8.2 Immediate upon sanction of the plan for the Project, the Developer shall open a separate current account with a Bank to be decided and operated by the Developer. If the said Property is separately developed, then the said account would remain dedicated for the Project. In the event of the Developer's decision to develop the said property after being amalgamated with the other property, then there would be only one



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
03 FEB 2015
Signature.....

account for the entire project, without affecting these Owners interest in any manner.

- 8.3 The entire project save and except Owners' allocation as recited would be sold by the Developer through the marketing agent to be appointed by the Developer, towards Developer's allocation only including the adjustable area out of the Owner's allocation.
- 8.4 The marketing commission/brokerage regarding sale and marketing of the project shall be paid, borne and discharged by the Developer. All advertisement or other costs shall be paid by the Developer and the Owners shall not have any liability in this regard.
- 8.5 The Developer and Owners shall execute and get registered with the appropriate registering authorities Deeds of Conveyance or other document for transferring any saleable space of the Developers allocation only in the New Buildings as aforesaid in such part or parts as deemed fit unto and in favour of the intending purchaser /Purchasers as and when called upon to do so without charging any additional consideration whatsoever and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchaser/Purchasers as the case may be.
- 8.6 Upon obtaining the sanctioned Plan from the Kolkata Municipal Corporation the Developer and the Owners to set aside future complications will execute an area demarcation agreement, to effect the area or portions are to be allotted to the parties of these presents.

9. **MUNICIPAL TAXES AND OUTGOINGS :**

- 9.1 All Municipal rates and taxes or land revenue and outgoings on the Said property relating to the period prior to the handing over possession to the Developer shall be borne, paid and discharged by the Owners and such dues shall be borne and paid by the Owners as and when called upon by the Developer, without raising any objection thereto.
- 9.2 As from the date of receiving the vacant and peaceful possession of the said property from the Owners, the Developer shall pay the property taxes in respect of the Said property till such time the New Buildings are ready for occupation, after which, the respective Purchasers or nominees shall become liable and responsible for payment of property taxes and all other outgoings (collectively Rates) in respect of the saleable spaces acquired by the prospective purchasers.

10. **POST COMPLETION MAINTENANCE:**

- 10.1 The Developer shall not be responsible for the management, maintenance an administrator to deal with those functions of the New Buildings or at



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

09 FEB 2015

Signature.....

its discretion may appoint an agency or person or persons to do the same.

- 10.2 The Agency or person or persons to be appointed as per clause 10.1 shall manage and maintain the Common Portions and services of the New Buildings and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment and the Purchasers of the flats of the newly constructed building shall bear cost of the maintenance in equal shares including service tax @3.09% over the consideration value

11. **OBLIGATIONS OF THE DEVELOPER:**

- 11.1 Execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and the Developer shall utilize the permissible FAR.
- 11.2 The Developer shall be responsible for planning, designing development and construction of the New Buildings with the help of professional bodies, contractors, etc.
- 11.3 The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.
- 11.4 The Developer shall construct the New Buildings at his own cost and responsibility. The Developer shall alone be responsible and liable to Government, Corporation and any other authorities concerned as also to all the labour, staff and employees engaged by it and shall alone be liable for any accident, loss of life, loss or for any claim arising from such construction and shall indemnify Owners against any third party claims, loss or damages for any default or failure or breach on the part of the Developer.
- 11.5 The costs of marketing and publicity/advertisement campaigns shall be paid, discharged and borne by the Developer. The marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Developer.
- 11.6 The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable to the construction of the New Building.



ADDL. DIST. SUB-REGISTRAR
ALIPORA, SOUTH 24 PGS.
09 FEB 2015
Signature.....

12. **OBLIGATIONS OF THE OWNERS:**

- 12.1 The Owners shall make out a marketable title to the said property at their own costs and expenses and shall answer all the requisitions in respect thereof.
- 12.2 The Owners undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said property by constructing residential/retail building.
- 12.3 The Owners shall provide the Developer with any and all necessary documentation and information relating to the Said property as may be required by the Developer from time to time.
- 12.4 The Owners shall not do any act, deed or thing whereby the Developer may be prevented from discharging his functions under this Agreement.
- 12.5 The Owners hereby covenant not to cause any interference or hindrance in the course of construction of the New Buildings.
- 12.6 The Owners hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or saleable area.

13. **INDEMNITY:**

- 13.1 The Developer shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all loss, third party claim damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the New Buildings and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.
- 13.2 The Owners shall indemnify and keep the Developer saved, harmless and indemnified from and against any and all loss, damage or liability (whether criminal or civil) suffered by the 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 property.

14. **MISCELLANEOUS:**

- 14.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

09 FEB 2015

Signature.....

- 14.2 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be made essence of this contract.
- 14.3 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.
- 14.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to implied waiver of any such rights.
- 14.5 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 14.6 The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's allocation. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owners' Allocation.
- 14.7 The name of the project shall be decided by the Developer. The Developer shall be entitled to prefix its brand name to the project.

15. **DEFAULTS:**

- 15.1 The following shall be the events of default :-
- a) If the Owners fail to comply with any other obligation contained herein.
 - b) If the Developer fails to construct, erect and complete the Project within the time and in the manner contained herein.
 - c) If the Developer fails to comply with any other obligations contained herein.
- 15.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with its obligation in default within the time and in the manner to be mentioned in the said notice.
- 15.3 Upon receipt of such notice, the defaulting party shall rectify the said event of default and/or breach within the time and in the manner mentioned herein.



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

09 FEB 2015

Signature.....

- 15.4 In case of the default continues for a period of thirty (30) days thereafter, in such event, the aggrieved party shall be entitled to serve a final notice to the defaulting party.
- 15.5 If the default created by any party still continues, the affected party shall be entitled to refer the same to arbitration to compel the other party to comply with its obligations and shall be entitled to claim costs, and damages from the party in default.
16. **FORCE MAJEURE:**
- 16.1 Force Majeure shall mean and include an event preventing the Developer from performing any or all of its obligations under this agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Developer so prevented and does not arise out of any breach by it of any of its obligations under this agreement, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to obtain any necessary permission or sanction for reasons outside the control of the Developer) or any Government or Court orders.
- 16.2 If the Developer is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, the Developer shall forthwith serve notice in writing to the Owners specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to serve 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 the Developer, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. The Developer shall not be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. The Developer shall not 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 agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
03 FEB 2015
Signature.....

16.3 The Developer 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.

17. **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.

18. **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.

19. **NOTICE:**

19.1 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). So far as the Owners are concerned the notice should only be given to the first Owner.

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

19.2.1 If delivered personally, at the time of delivery.

19.2.2 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, the said concerned department shall be obligated to show cause for delay.

19.2.3 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.

19.3 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



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
09 FEB 2015
Signature.....

written communication showing the recipient's facsimile number and the number of pages transmitted.

20. **SPECIFIC PERFORMANCE:**

In the event of the contents of this agreement any terms and conditions being breached by either party the other party will have the right to seek relief under specific performance of contract and specific relief act under the purview of this agreement and also claim any loss, damage costs and expenses caused due to such breach.

21. **ARBITRATION:**

The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of mutual negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach to a just and equitable settlement satisfactory to both Parties. If the Parties fail to settle the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated and if the Disputes, is not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitral Tribunal formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration proceedings shall be conducted at Kolkata and in English and Courts in Kolkata would only have the jurisdiction.

THE SCHEDULE A ABOVE REFERRED TO:

(SAID ENTIRE PROPERTY)

ALL THAT piece and parcel of Bastu land measuring about 5 (five) Cotthas 13 (thirteen) Chittaks 27 (twenty seven) Sq.ft. be the same more or less together with the user of common passage, user of common meter room on the land lying or situates at Mouza Baishnabghata, J.L. No.28, Khatian No. 296, under Dag No. 89 & 87, presently under Ward No. 100 of Kolkata Municipal Corporation, Assessee No. 211000300061 being the Premises No.5, Baishnabghata Road, P.S. Jadavpur at present Patuli, Kolkata - 700 047 under the jurisdiction of A.D.S.R, Alipore, South 24 Parganas butted bounded by:



ADDL. DIST. SUB-REGISTRAR
ALIPORE SOUTH 24 PGS.

09 FEB 2015

Signature.....

On the North: 4210mm wide K.M.C Road .

On the South: Plot of Sri Samir Roy.

On the East: 5/H, Baishnabghata Road.

On the West: 5/1, Baishnabghata Road.

THE SCHEDULE B ABOVE REFERRED TO:

PART I

(DEVELOPER'S ALLOCATIONS)

ALL THAT 52% of the built up area of the project/newly proposed construction of building on the land of **SCHEDULE A** according to the Plan Sanctioned by the Kolkata Municipal Corporation together with all common users ,facilities, easements and quasia easements, proportioned share in the vacant space below.

PART II

(OWNERS ALLOCATION)

In accordance with the discussion and settlement with OWNERS' out of their allotted 48% of built up area of the proposed building as per sanctioned building plan by the competent authority of Kolkata Municipal Authority the details of which are stated as follows:-

1. 1(One) self contained flat having a built up area more or less 1000 Sq.Ft. on the First floor and 1(One) self contained flat having built up area more or less 700 Sq.ft. both flats shall be on front portion on the first floor together with the undivided proportionate impartible variable share in the land underneath the building and all common benefits , enjoyments, utilities such as stair , stair case, roof of the building , water reservoir , water connection , lobbies , paths , passages, entrance , electrical installation , sewerage, drains and all other users attaching to the proposed building and 3(Three) car parking space on the Ground floor of the proposed project.

These Owners shall have exclusive right to sell, transfer, let, gift, mortgage, bequeath by will or to deal with their said 2(two) flats and three car parking space in any manner at their choice and the Developer or the owners of the other property herein amalgamated, shall have no right therein.

2. The Owners herein have taken an advance of Rs.16,50,000/- (Rupees Sixteen Lac Fifty Thousand) Only under the following Memo of consideration from the Developer and have agreed to repay the above amount while adjusting with the area from their allotted share of 48%, the same will be adjusted @ Rs.2500/-



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
09 FEB 2015
Signature.....

(Rupees Two Thousand and Five Hundred)only per Sq. Feet on built up area. It is pertinent to mention here that after adjusting the built up area for the advance taken by the Owners herein, shall be allotted the flats as mentioned in paragraph-1 herein above as per their allocation . It is also to be mentioned that after adjusting said amount if there is any excess area is left or less areas found as per sanctioned plan, the same area will also be adjusted @ Rs.2500/- (Rupees Two Thousand and Five Hundred) Only per Sq. Feet to either party and the excess amount shall be paid to the Owners after completion of the project and before handing over Owners allocation.

THE SCHEDULE C ABOVE REFERRED TO :
COMMON AREAS, FACILITIES AND AMENITIES

1. The foundation, columns, shear walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls including outer side of the walls of the new building Project and main gates.
7. Water pump and motor with installation and room therefore.
8. Water pump overhead tanks and underground water reservoirs, water pipes, water treatment unit, sewage treatment plant and other common plumbing installations and spaces required thereto.
9. Electrical wiring meters, common DB, electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas, street, landscape area (excluding those as are installed for any particular Unit) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the premises.
11. Lifts and their accessories installations and spaces required therefor.
12. Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (I) the top roof of the building including the roof of the overhead water tanks and lift machine rooms, the parapet walls of and all constructions on the top roof, (II) the Parking spaces of



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
09 FEB 2015
Signature.....

the building, (III) the elevation and the exterior of the building, and (IV) Such other open and covered spaces which are herein expressed.

THE SCHEDULE D ABOVE REFERRED TO :

DEPOSITS/EXTRA CHARGES/TAXES (Borne by both party)

- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
-
- **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- Formation of Association/Holding Organization
- **Taxes:** deposits towards Municipal rates and taxes, etc.
- Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer of the share out of unsold salable spaces by the Developer to the Owners shall be paid by the Owners.
- **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Project, at actual.

THE SCHEDULE E ABOVE REFERRED TO :

(SPECIFICATIONS)

BRICK WALL :- All exterior brick-work shall be 8 inch. Thick with brick of approved quality in C.M.(1:4)

FLOOR FINISH:-

1. All rooms , kitchen, veranda and staircase will be made Marble / Floor-Tiles with 6 inch skirting . Toilet floor shall be provided with pink marble finish.
2. 1.5mt. high white glazed tile dado will be provided over cooking platform in kitchen.
3. In toilets one commode, W.C and one Indian type water close with low down cistern, main toilet wall will be finished with glazed tiles upto 6 feet height from floor level and floor shall Pink Marble, one shower , one hot and cold water line in the bath.



ADDL. DIST. S&D-REGISTRAR
ALIPORE, SOUTH 24 PGS.

09 FEB 2015

Signature.....

PLASTER WORK:- Average the outside of the Building will have plaster 3/4" thick (1:5) (average) with sand cement mix whereas the inside plaster will be 1/2" thick (1:5) cement mortar except ceiling with 1:4 cement moter with required treatment.

WHITE WASH & COLOUR WASH:- The building shall be painted externally with weather Coat the inside of the building shall have plaster of paris / common areas rain-tied and door / window / grill shall two coats synthetic enamel paints.

DOORS AND WINDOWS

1. Main Entrance Door:-

- A. Domestic flush door, outside with wood ply in good quality.
- B. Wooden frame as approved by the Architect / Engineer.
- C. 8' long lower bolt from inside.
- D. Telescopic peephole.
- E. Electric bell.
- F. Brass handle from outside and inside.

2. Other doors:-

- A. Domestic flush door.
- B. Sal wood frame as per the design of the Architect / Engineer.
- C. Aluminum tower bolt 6" long from inside.
- D. Good quality lock with handle for doors of bed room only.
- E. Toilets shall be provided with P.V.C door with P.V.C frame.

3. Windows:-

- A. Aluminum frames with sliding shutter.
- B. All windows shall have frosted glass.
- C. The windows of toilets shall have translucent glass.
- D. 4" Aluminum tower bolt will be provided to the shutters of the windows.



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
03 FEB 2015
Signature.....

TOILETS AND KITCHEN:**1. One bath and W.C**

(a). One Indian / Western type W.C . (b). Shower (c) One Wash basin. (d) One Hot Water/ Cold Water tap

2. Kitchen- One kitchen with sink and tap.

STAIRCASE: 1. Staircase room will be provided with R.C.C jailli for light and ventilation as designed or as instructed by the Architect and 2. Cabin for Electricity Meters.

ROOF: i) 1:4 (average) thick line laticing will be provided over roof slab.

ii) 3' high parapet wall will be provided all around the roof slab.

iii) Suitable P.V.C rain water pipe for proper drainage all water from roof.

ELECTRICAL INSTALLATION:**A) Bed room Wiring:**

(1) One Single Bracket point.(2) One Night lamp point.(3) One Ceiling fan point. (4) One Fluorescent tube point. (5) One 5 amp. 5 pin plug point with controlling switch on switch board and (6) One A.C Point in one Bed Room only.

B) Dining And Drawing Wiring :

(1) Two Single bracket light point. (2) One Fluorescent tube point. (3) One Ceiling fan point. (4) One 5 amp. 3 pin T.V. plug point. (5) One 5 amp. 2 pin telephone plug point (Without wire i.e. laying only) (6) Two 5 amp. 5 pin plug point with controlling



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

09 FEB 2015

Signature.....

switch on switch board. (7) One Single bracket light point for verandah. (8) One call bell point and (9) One 15 amp. 6 pin plug point for freeze (No.)

C) Kitchen Wiring:

(1) One Ceiling light point. (2) One Exhaust fan point and (3) One 15 amp. 6pin plug point.

Lift: Five passengers capability by reputed company

D) Toilet Wiring:

(1) One Light point and (2) One 15 amp. 6 pin plug point for geyser.

Switch board should be **synthetic finish** with good quality **Switch** and wire. Each flat should be provided with **Individual main switch**.

COMMON ELETRIC INSTALLATION : (1) Security lights. (2) Roof Light (3) Common stair and (4) Pump room.

No fixtures such as Fan , bulb, Regulator will be supplied by the Developer / Vendor.

WATER SUPPLY:

- 1) R.C.C over head reservoir will be provided at top of the building .
- 2) Suitable electric pump with motor will be installed at ground floor to deliver water to over head reservoir from K.M.C water supply at underground reservoir.

COMPOUND:

- 1) Compound will be provided with wall around wherever required.
- 2) One M.S Grill made entrance Gate will be provided.



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

09 FEB 2015

Signature.....

STNITARY AND PLUMBING:- Each flat would be provided with only one white colour wash basin of matching size, Concealed pipe line with heavy density P.V.C pipe fittings.

BASIN / PAN : White colour (Hindustan / Nyeer or any renowned company).

CESC Main Electric Meter:-

Installation cost of main meter of the building will be borne by Developer.

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

Witness.

Chopal Chatterjee
Minati Chatterjee

1. Suresh Chakraborty
Boxal
KOL- 700154



Signature of the first party

PACIFIC ASSOCIATE
[Handwritten Signature]
Proprietor

2. Manu Mukhopadhyay
Alipore police comt
KOL- 27.

Signature of the Second Party



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

09 FEB 2015

Signature.....

MEMO OF PAYMENT

THE OWNERS RECEIVED ADVANCE MONEY FROM THE DEVELOPER
UNDER THE FOLLOWING ORDER FROM TIME TO TIME

1. MR. CHAPAL CHATTERJEE.

<u>Date</u>	<u>Cheque No.</u>	<u>Bank</u>	<u>Amount</u>
11.08.2010	350478	Axis Bank Ltd.	1,00,000.00
01.03.2011	000051	Axis Bank Ltd.	1,00,000.00
03.06.2011	000054	Axis Bank Ltd.	1,50,000.00
10.04.2012	000057	Axis Bank Ltd.	50,000.00
16.08.2012	000061	Axis Bank Ltd.	50,000.00
03.09.2012	000063	Axis Bank Ltd.	1,00,000.00
21.12.2012	000066	Axis Bank Ltd.	50,000.00
28.11.2013	000067	Axis Bank Ltd.	50,000.00
11.07.2014	024255	Axis Bank Ltd.	50,000.00
Total-			7,00,000.00

Total (Rupees Seven Lac) Only

Chapal Chatterjee
 Signature of Receiver

2. MRS. MINATI CHATTERJEE

<u>Date</u>	<u>Cheque No.</u>	<u>Bank</u>	<u>Amount</u>
11.08.2010	350479	Axis Bank Ltd.	1,00,000.00
01.03.2011	000053	Axis Bank Ltd.	1,00,000.00
03.06.2011	000055	Axis Bank Ltd.	1,00,000.00
10.04.2012	000058	Axis Bank Ltd.	50,000.00
16.08.2012	000060	Axis Bank Ltd.	1,00,000.00
16.08.2012	000062	Axis Bank Ltd.	50,000.00
24.12.2012	000065	Axis Bank Ltd.	50,000.00
28.11.2013	000068	Axis Bank Ltd.	50,000.00
11.07.2014	024256	Axis Bank Ltd.	50,000.00
Total-			6,50,000.00

Total (Rupees Six Lac Fifty Thousand) Only



ADDL. DIST. M & B REGISTRAR
ALIPORE, SOUTH 24 PGS.

0 9 FEB 2015

Signature.....

Minati Chatterjee

Signature of Receiver

3. PRANATI CHATTERJEE (Now Deceased) (Her share or interest devolved to Mr. Chapal Chatterjee & Mrs. Minati Chatterjee)

Date	Cheque No.	Bank	Amount
11.08.2010	350480	Axis Bank Ltd.	1,00,000.00
01.03.2011	000052	Axis Bank Ltd.	1,00,000.00
03.06.2011	000056	Axis Bank Ltd.	1,00,000.00
Total-			3,00,000.00

Total (Rupees Three Lac) Only

1) Chapal Chatterjee

2) Minati Chatterjee

Signature of Receiver

Total (Rupees Three Lac) Only

The total amount received by the present Owners and Late Pranati Chatterjee is Rs.16,50,000/- (Rupees Sixteen Lac Fifty Thousand) only from the Developers.

1) Chapal Chatterjee

2) Minati Chatterjee

Signature of the owners

Witness.

1) Papar Chakraborty
Buxal
Kolkata-700154

2) Manu Mukhopadhyay

Drafted by :-
Sajal Kumar Bhattacharyya.
S. K. Bhattacharyya (L.L.B.)
Advocate,
Alipore Police Court,
Kolkata-700 027



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.












09 FEB 2015

Signature.....

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					












Name

Signature

		Thumb	1st finger	middle finger	ring finger	small finger
 Chapal Chatterjee	left hand					
	right hand					

Name SRI CHAPAL CHATTERJEE

Signature Chapal Chatterjee

		Thumb	1st finger	middle finger	ring finger	small finger
 Minati Chatterjee	left hand					
	right hand					

Name SMT. MINATI CHATTERJEE.

Signature Minati Chatterjee.

		Thumb	1st finger	middle finger	ring finger	small finger
 Sri. Bijoy Ghosh	left hand					
	right hand					

Name SRI. BIJOY GHOSH.




Signature Bijoy Ghosh



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
03 FEB 2015
Signature.....

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. ALIPORE, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 01112 / 2015, Deed No. (Book - I , 00887/2015)

Signature of the Presentant

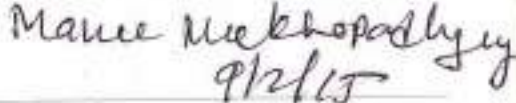
Name of the Presentant	Photo	Finger Print	Signature with date
Bijoy Ghosh Uttar Sripur, Boral Main Road,, 399, Kolkata, Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084	 09/02/2015	 LTI 09/02/2015	 09-02-2015

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Chapal Chatterjee Address -5, Baishnab Ghata Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047	Self	 09/02/2015	 LTI 09/02/2015	Chapal Chatterjee
2	Minati Chatterjee Address -5, Baishnab Ghata Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047	Self	 09/02/2015	 LTI 09/02/2015	Minati Chatterjee
3	Bijoy Ghosh Address -Uttar Sripur, Boral Main Road,, 399, Kolkata, Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084	Self	 09/02/2015	 LTI 09/02/2015	

Name of Identifier of above Person(s)
 Manu Mukhopadhyay
 Alipore Police Court, Kolkata, Thana:-Alipore,
 District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027

Signature of Identifier with Date


 Manu Mukhopadhyay
 9/2/15

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Handwritten text, possibly a date or reference number, located in the middle left quadrant.

Handwritten text, possibly a name or title, located in the lower middle left quadrant.

Handwritten text, possibly a signature or name, located in the lower left quadrant.



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Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 00887 of 2015
(Serial No. 01112 of 2015 and Query No. 1605L000002134 of 2015)

On 09/02/2015

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

Payment of Fees:

Amount by Draft

Rs. 18160/- is paid , by the draft number 044988, Draft Date 09/02/2015, Bank Name State Bank of India, GARIA, received on 09/02/2015

(Under Article : B = 18139/- ,E = 21/- on 09/02/2015)

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.-85,51,875/-

Certified that the required stamp duty of this document is Rs.- 10021 /- and the Stamp duty paid as: Impressive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 9950/- is paid , by the draft number 44989, Draft Date 09/02/2015, Bank : State Bank of India, GARIA, received on 09/02/2015

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

Presented for registration at 13.17 hrs on :09/02/2015, at the Office of the A.D.S.R. ALIPORE by Bijoy Ghosh ,Claimant.

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

Execution is admitted on 09/02/2015 by

1. Chapal Chatterjee, son of Lt Sishir Kumar Chatterjee , 5, Baishnab Ghata Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047, By Caste Hindu, By Profession : Business
2. Minati Chatterjee, daughter of Lt Sishir Kumar Chatterjee , 5, Baishnab Ghata Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047, By Caste Hindu, By Profession : House wife
3. Bijoy Ghosh
Proprietor, M/ S Pacific Associate, Uttar Sripur, Boral Main Road,, 399, Kolkata, Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084.
, By Profession : Business

(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2



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Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 00887 of 2015
(Serial No. 01112 of 2015 and Query No. 1605L000002134 of 2015)

Identified By Manu Mukhopadhyay, daughter of . . ., Alipore Police Court, Kolkata, Thana:-Alipore,
District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Hindu, By Profession:
Advocate.

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR



Arnab Basu
(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 4
Page from 4278 to 4318
being No 00887 for the year 2015.



Basu
(Arnob Basu) 10-February-2015
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE
West Bengal