

7/10/14

1-07234/14



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

P 951984

3/08/14
3.30
R-12618/14

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

Addl. District Sub-Registrar
Behala, South 24 Parganas

Visit Case No. 1169 For 20/14
 J(1) (a)/K(2)(a) =
 J(2)/K(2) = 250-
 Total Rs. = 280-
 450-

A.D.S.R. (Behala)
14/8/14

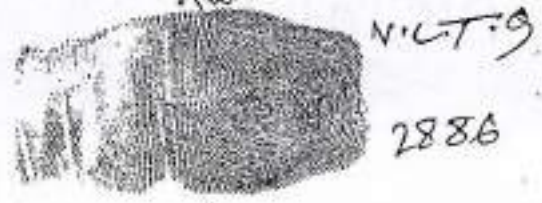
DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made this the
 14th day of August, 2014 (Two Thousand Fourteen) BETWEEN

Sr. No. 790 Rs. 100/- Date: 14/08/2014
Name: S. Bhalikrishna Reddy
Address: Alipore Judges Court
Vendor Sign: S. C. Halder

S. C. Halder
Licenced Stamp Vendor
Alipore Judges Court
Kolkata-700027

S. Kumar
Treasurer S. Kumar



V.C.T.G
2886

ALL BENGAL CONSTRUCTION

S. Kumar
Partner

Partner



V.C.T.G
2887

ALL BENGAL CONSTRUCTION

J. Kundan
Partner

Partner



V.C.T.G
2888

ALL BENGAL CONSTRUCTION

Manmeet Singh

Partner

Partner



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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 23
Page from 6439 to 6499
being No 07234 for the year 2014.



(Asish Goswami) 26-August-2014
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA
Office of the A.D.S.R. BEHALA
West Bengal



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

Endorsement For Deed Number : I - 07234 of 2014
(Serial No. 07498 of 2014 and Query No. 1607L000012618 of 2014)

On 14/08/2014

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

Presented for registration at 15.30 hrs on :14/08/2014, at the Private residence by Tushar S. Kamdar , one of the Claimants.

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

Execution is admitted on 14/08/2014 by

1. Soumendra Nath Mukherjee, son of Lt. Birendra Nath Mukhopadhyay Alias Biren Mukherjee , P. S. - Parnasree, 47, Netaji Subhas, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700034, By Caste Hindu, By Profession : Others
2. Ramen Mukherjee, son of Lt. Birendra Nath Mukhopadhyay Alias Biren Mukherjee , P. S. - Parnasree, 47, Netaji Subhas, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700034, By Caste Hindu, By Profession : Others
3. Tushar S. Kamdar
Partner, All Bengal Construction, 21/4, Aswini Dutta Road, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029.
, By Profession : Others
4. Manpeet Singh
Partner, All Bengal Construction, 21/4, Aswini Dutta Road, Kolkata, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029.
, By Profession : Business

Identified By Subhasis Basu, son of Lt. Anil Kr. Basu, 1/26, Netaji Nagar, P. S. - Netaji Nagar, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700092, By Caste: Hindu, By Profession: Business.

(Asish Goswami)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

On 18/08/2014

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 : 5(f), 53, 57 of Indian Stamp Act 1899.


Payment of Fees:

Amount by Draft

Rs. 27510/- is paid , by the draft number 877379, Draft Date 13/08/2014, Bank Name State Bank of India, SITALATALA, received on 18/08/2014

(Under Article : B = 27489/- , E = 14/- , Excess amount = 7/- on 18/08/2014)

Certificate of Market Value(WB PUVI rules of 2001)


(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA



Addl. District Sub-Registrar
Behala, South 24 Parganas



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

Endorsement For Deed Number : I - 07234 of 2014
(Serial No. 07498 of 2014 and Query No. 1607L000012618 of 2014)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-3,08,44,031/-

Certified that the required stamp duty of this document is Rs.- 75051 /- and the Stamp duty paid as: Impressive Rs.- 100/-

Deficit stamp duty:

Deficit stamp duty

1. Rs. 37500/- Is paid , by the draft number 877376, Draft Date 13/08/2014, Bank : State Bank of India, SITALATALA, received on 18/08/2014
2. Rs. 37500/- is paid , by the draft number 877377, Draft Date 13/08/2014, Bank : State Bank of India, SITALATALA, received on 18/08/2014

(Asish Goswami)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

(Asish Goswami)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA



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Addl. District Sub-Registrar
Belhata, South 24 Parganas


(1) SRI SOUMENDRA NATH MUKHERJEE and (2) SRI RAMEN MUKHERJEE, both sons of Late Birendra Nath Mukhopadhyay alias Biren Mukherjee, all by religion : Hindu, Indian by National, all residing at 47, Netaji Subhas, Police Station : Parnasree, Kolkata : 700034, hereinafter severally and collectively called "the OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

ALL BENGAL CONSTRUCTION, a Partnership Firm, having its registered Office at 21/4, Aswini Dutta Road, Police Station : Lake, Kolkata : 700029, represented by its Partners (1) SRI JAY S. KAMDAR and (2) SRI TUSHAR S. KAMDAR, both sons of Late Sharad H. Kamdar, both by religion : Hindu, Indian by National, both residing at 61, B.L. Saha Road, Block : H3, Tower : II, Flat No.2G, South City Garden, Police Station : Behala, Kolkata : 700053 and (3) SRI MANPEET SINGH, son of Manjit Singh, by religion: Hindu, Indian by National, by occupation : Business, residing at 3/1B, Chakraberia Lane, Police Station : Ballygunge, Kolkata : 700020, hereinafter called "the DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-office and assigns) of the OTHER PART.

 N.C.T.9
2889

Soumendra Nath Mukherjee

 N.C.T.9
2890

Ramen Mukherjee



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Subhasis Basu
Late Anil Kumar Basu
426 Anandji Nagar
Kul-02, P. S. Anandji Nagar
Business

WHEREAS one Phanindra Nath Mukhopadhyay had during his life time executed a Deed of Gift and registered the same on 13th December, 1955 whereby he transferred and conveyed amongst other properties **ALL THAT** the land measuring 16 (Sixteen) Cottahs 5 (Five) Chittacks and 9 (Nine) Square Feet more or less comprised in Mouza : Behala, J.L. No.2, R.S. No.83, in C.S. Dag No.7011, corresponding to R.S. Dag No.9685, under C.S. Khatian No.1935, corresponding to R.S. Khatian No.8666, Police Station : Behala, District : then 24 Parganas, with structure thereon unto and in favour of his four sons namely, Styendra Nath Mukhopadhyay, Amarendra Nath Mukhopadhyay, Samarendra Nath Mukhopadhyay and Birendra Nath Mukhopadhyay absolutely and forever, in consideration of his natural love and affection.

AND WHEREAS one Satyendra Nath Mukhopadhyay, Amarendra Nath Mukhopadhyay, Samarendra Nath Mukhopadhyay and Birendra Nath Mukhopadhyay alias Biren Mukherjee became the Owners of **ALL THAT** piece and parcel of land measuring more or less 16 (Sixteen) Cottahs 5 (Five) Chittacks 9 (Nine) Square Feet together with several structures standing thereon, comprised in Mouza : Behala, J.L. No.2, R.S. No.83, under C.S. Khatian No.1935, corresponding to R.S. Khatian No.8666, appertaining to C.S. Dag No.7011, corresponding to R.S. Dag No.9685, Police Station : Behala, District : 24 Parganas (South).



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AND WHEREAS while seized and possessed the aforesaid property as joint Owners thereof, the aforesaid persons executed and registered a Deed of Settlement, whereby they settled the aforesaid property in the names of Arati Devi, wife of Amarendra Nath Mukhopadhyay and Smt. Bandana Devi, wife of Birendra Nath Mukhopadhyay alias Biren Mukherjee, towards their life estate and after their demise the property will devolved upon the male successors of Amarendra Nath Mukhopadhyay and Birendra Nath Mukhopadhyay alias Biren Mukherjee.

AND WHEREAS all the Settlers died long earlier and Smt. Arati Devi also died on 24th December, 2010 without having any male descendant.

AND WHEREAS Amarendra Nath Mukhopadhyay died on 29th January, 1980 and he had no son of his own.

AND WHEREAS Birendra Nath Mukhopadhyay alias Biren Mukherjee died on 17th December, 2001 leaving behind him surviving his two sons i.e. the Owners herein and wife Smt. Bandana Devi.

AND WHEREAS the Owners including Smt. Bandana Devi @ Mukherjee have jointly mutated their names in respect of the



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aforesaid property, hereinafter called "the **SAID PROPERTY**", morefully described in the **SCHEDULE** - "A" hereunder written, with the Office of the Kolkata Municipal Corporation and the same is at present known and numbered as Municipal Premises No.43, Dwarik Mukherjee Road (mailing address 32, Dwarik Mukherjee Road), Police Station : Parnasree, Kolkata : 700034, under Ward No.130.

AND WHEREAS the Party hereto of the One Part and Smt. Bandana Devi @ Mukherjee jointly owned and possessed the said property, out of which Smt. Bandana Devi @ Mukherjee has the right in respect of undivided 50% share of the said property for her life and the Owners herein are the actual Owners of the said property and are the ultimate Reversioners and the said Smt. Bandana Devi @ Mukherjee is ready and willing to forgo her life interest in favour of her son inspite of that the mutation in respect of the said property at present stands in the names of Smt. Bandana Devi @ Mukherjee and the Owners herein.

AND WHEREAS to avoid all future complication the said Smt. Bandana Devi @ Mukherjee by execution and registration of a Deed of Release withdraw herself as life estate holder in respect of undivided 50% share of the said property and release the same in favour of her two sons viz. Soumendra Nath Mukherjee and Ramen



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Mukherjee, the ultimate Reversioners of the said property. the aforesaid Deed of Release was registered on 11th August, 2014 in the Office of the Additional District Sub-Registrar at Behala and registered in Book No.I, Being No.06972 for the year 2014.

AND WHEREAS the said property is now occupied by number of Tenants and for that the Owners herein jointly decided to develop their said property for its use and benefit for themselves and for that the Party hereto of the One Part decided to enter into this Agreement with the Party hereto of the Other Part as per terms and conditions as set forth hereunder below for the proposed development work of the said property.

AND WHEREAS the Owners have declared and represented as under :-

1. The property of the Owners is absolutely free from all encumbrances, mortgages, attachments, lien and lispendences whatsoever and howsoever.
2. That the said property does not attract the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 or any other enactment at present in vogue.
3. That the Owners are not defaulter in payment of tax or any other statutory liability leading to first charge or to



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attachment and/or sale of the said property under Public Demands Recovery Act.

4. That the Owners have not heretofore entered into any Agreement for Sale of the said property or any portion thereof nor have they bound themselves by any such condition as would lead to a proceeding under Specific Relief Act in relation to the said property or any portion thereof.
5. That they have absolute right and indivisible title and absolute power and authority to deal their said property and every part thereof in any manner they may prefer.

AND WHEREAS the structure which stands on the said property is in a dilapidated condition, not fit for habitation and not proper for reasonable safe and suitable accommodation of the present Owners and the members of their families.

AND WHEREAS the Owners are desirous to have their said property developed for better utilization of the space available therein.

AND WHEREAS the Owners are not in a position to develop the said property on their own having lack of knowledge in the matter of construction of Building.



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AND WHEREAS the Owners were in search of a Developer who has sufficient funds and due experience and having necessary infrastructure and interest to promote and develop the said property by constructing a proposed Building/s by investing necessary funds required for the purpose of construction and other incidentals thereof.

AND WHEREAS the Developer approached the Owners with the proposal that it would be able to construct a proposed Building/s upon the said property consisting of several Flat/s, Car Parking Space/s and other space/s as per Building Rules & Regulations of the Kolkata Municipal Corporation after obtaining necessary Plan sanctioned from the Kolkata Municipal Corporation with their own funds and resources.

AND WHEREAS to avoid ambiguity and future disputes as to the meaning of repeated use of some words, phrases and/or expression in these presents, the Parties hereto have agreed to define the said words, phrases and/or expressions as follows :-

ARTICLE : "I"

(DEFINITIONS)

1. **OWNERS :-**

Shall mean (1) **SRI SOUMENDRA NATH MUKHERJEE** and
(3) **SRI RAMEN MUKHERJEE**, both sons of Late Birendra



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Nath Mukhopadhyay alias Biren Mukherjee, all are of 47, Netaji Subhas Road, Police Station : Parnasree, Kolkata : 700034 and each of their respective heirs, executors, administrators, legal representatives and assigns.

2. **DEVELOPER :-**

Shall mean **ALL BENGAL CONSTRUCTION**, a Company incorporated under the Companies Act, 1946 as amended upto date and having its registered Office at 21/4, Aswini Dutta Road, Police Station : Lake, Kolkata : 700029, represented by its Partners (1) **SRI JAY S. KAMDAR** and (2) **SRI TUSHAR S. KAMDAR**, both sons of Late Sharad H. Kamdar, both of 61, B.L. Saha Road, Block : H3, Tower : II, Flat No.2G, South City Garden, Police Station : Behala, Kolkata : 700053 and (3) **SRI MANPEET SINGH**, son of Manjit Singh of 3/1B, Chakraberia Lane, Police Station : Ballygunge, Kolkata : 700020 and its successors-in-office and assigns.

3. **THE SAID PROPETY :-**

Shall mean **ALL THAT** piece and parcel of land measuring more or less 16 (Sixteen) Cottahs 5 (Five) Chittacks 9 (Nine) Square Feet together with several structures standing thereon, situate and lying at Mouza : Behala, J.L. No.2, R.S.



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No.83, under C.S. Khatian No.1935, R.S. Khatian No.8666, appertaining to C.S. Dag No.7011, R.S. Dag No.9685, being known and numbered as Municipal Premises No.43, Dwarik Mukherjee Road (mailing address 32, Dwarik Mukherjee Road), Police Station : Parnasree, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.130, District : 24 Parganas (South).

4. **BUILDING PLAN** :-

Shall mean and include all the drawings, specifications for construction, maps or Plan as shall be sanctioned in the name of the Owners by the Kolkata Municipal Corporation and/or other relevant Authority for the purpose of development of the land and construction of multistoried Building/s thereon consisting of several residential Flats and commercial space/s, Car Parking Space/s and other space/s etc. on the said property and/or modification thereof made or caused by the Developer in the name of the Owners duly signed by the Owners or their duly authorized agents or Attorney and approved.

5. **ARCHITECT/L.B.S.** :-

Shall mean a qualified Architect/L.B.S. who will be appointed by the Developer for the purpose or preparation of Plan and for development of the said property or any other



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Architects as may be appointed from time to time by the Developer and the Developer shall inform the Owners of such appointment.

6. **BUILDING** :-

Shall mean the proposed multistoried Building/s to be constructed on the said property as per sanctioned Plan, drawings and specifications of constructions, morefully described in the **FOURTH SCHEDULE** hereunder written.

7. **OWNERS' ALLOCATION** :-

Shall mean that in this project the Owners shall be given at the first instance free of cost 50% of the total F.A.R. out of 100% of the total F.A.R. of the proposed Building/s in finished, complete and in habitable condition, which consists of several Flat/s, commercial space/s, Car Parking Space/s, Garage/s according to the sanctioned Building Plan together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein provided morefully described in the **SECOND SCHEDULE** hereunder written. The Owners shall be given the aforesaid allocation in lieu of their said property being allowed for development by the Developer. The aforesaid allocation of the Owners will be settled after sanction of the Building Plan on the basis mutual understanding and for that fresh



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Supplementary Agreement will be executed in future by the Parties herein, which will be treated as part of the present Agreement.

8. **DEVELOPER'S ALLOCATION :-**

Shall mean the rests and remaining portions of the proposed Building/s in the said property save and except the Owners' allocation. The said rests and remaining areas means several Flat/s, Car Parking Space/s and other space/s and proportionate undivided share in the land and common areas and spaces, amenities and facilities provided therein staircases and the Developer shall have the right to sell, lease out and/or rent out the same in whole or in part together with proportionate undivided share in the of land of the said property, morefully described in the **THIRD SCHEDULE** hereunder written, with right to enter into Agreement for Sale of Flat/s, Car Parking Space/s and other space/s with right on common areas and spaces to the intending Flat Buyers and to take advances and total consideration from them without any objection or interruption from the Owners.

9. **SALEABLE AREA :-**

Shall mean the Flat/s, Car Parking Space/s and other space/s in the proposed Building/s, which are available for



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independent use and occupation of the Transferees and/or Purchaser/s together with the undivided proportionate share in the land areas of the Building/s and the common areas provisions utilities and facilities attached therein required for such independent user.

10. **COMMON AREAS AND FACILITIES :-**

Shall mean unless the context otherwise require, entrance, corridors all ways paths, stair ways, staircase and its landing, lift, driveways, common lavatories, pump rooms, overhead and underground water tank, septic tank, boundary wall, water pump motors and other facilities, which may be used and enjoyed in common by all the occupants or Flat/s, Car Parking Space/s and other space/s of the Building/s as required for the maintenance and/or management of facilities of the Building/s and also the items specified in Section 3(d) of the West Bengal Apartment Ownership Act, 1972.

11. **COMMON EXPENSES :-**

Shall mean unless the context otherwise require all the expenses, ground rents, property maintenance charges dues and outgoings and all other common expenses within the meaning of the West Bengal Apartment Ownership Act, 1972



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in respect of the Flats as may be determined jointly by the Owners and the Developer until an Association is formed by the Transferees and/or Purchasers of the said Flats in the Building/s to be constructed thereon.

12. **SUPER BUILT UP AREA :-**

Shall mean the built up area of a Flat together with its proportionate share in the staircase, lift, landing, passage and like share in all constructed areas and each such Flat shall be entitled to all advantages and right of user in common of all the Flats/spaces shall the common areas, common utilities as may be provided in the proposed Building/s.

13. **TOGETHER :-**

With its grammatical variation shall mean the transfer by way of sale of the Flats, Garage and spaces excepting the Owners' allocation to be transferred by the Developer for consideration to the intending Transferees and/or Purchasers of Flats and Spaces in the Building/s to be constructed thereon.

14. **TRANSFEEE(S)/PURCHASER(S) :-**

Shall mean the person, Firm, Limited Company, Association of persons or any other Legal Body to whom any Flat,



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commercial spaces and Car Parking Spaces in the proposed Building/s to be constructed thereon will be transferred.

15. A. Words imparting singular shall include plural and vice versa.
- B. Words imparting masculine gender shall include feminine and neuter gender and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE : "II"

(TITLE AND DECLARATION)

1. The Owners hereby declare that they have good and absolute right, title and interest in the said property as mentioned in the **FIRST SCHEDULE** hereunder written without any claim of any right, title or interest of any person/s adversely against them. The Developer is free and at liberty to make such investigations with regard to the title of the Owners and have satisfied itself with the right, title and interest of the Owners.
2. The Owners hereby undertake and assure that the Developer will be entitled to construct and complete the entire proposed Building/s after demolition of the whole existing



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structure with all responsibilities and benefits as agreed by and between the parties and the Developer will be further entitled to transfer by way of sale, lease out and rent out without having any liability of the Owners of the Developer's allocation in one lot or in several lots with proportionate undivided share in the land of the said property without any interference of or from the Owners or any other person/s claiming through under or in trust for the Owners. The sale proceeds of the salvage of the existing structure shall be credited to the Developer and the Owners shall have no claim to the said sale proceeds.

ARTICLE : "III"

(EXPLORATION AND DEVELOPMENT RIGHTS)

The Owners hereby grant exclusive right to the Developer to build up and accept the said property for the construction of the proposed Building/s and the Developer shall be entitle to enter into Contract or Agreement with any person/s, Company/ies or Concern/s at its own risk and responsibility without encumbering the said property of the Owners in any manner whatsoever.

ARTICLE : "IV"

(POWER OF ATTORNEY)

The Owners shall grant to the Developer or its Partners such irrevocable registered General Power of Attorney in favour of the

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Developer or its Partners as may be required for the purpose of obtaining sanctioned Building Plan and all necessary permissions and approvals from the relevant Authorities in connection with construction of the proposed Building/s and electricity and water supply connections and for the purpose of to execute Deed of Conveyance for sale, transfer of the Flats, commercial space/s, Car Parking Spaces and other spaces of the proposed Building/s including undivided proportionate share of land except the Owners' allocation of the proposed Building/s to any intending Purchaser/s on settled terms for sale at any price and by taking earnest money or full payment of consideration.

ARTICLE : "V"

(PROCEDURE)

1. The Owners have appointed the Developer as the Developer of the said property including the Owners' portion and the Developer has accepted such appointment on the terms and conditions hereunder contained.

2. The development of the said property shall be in the following manner :-
 - A. Simultaneously with the execution hereof, the Owners shall hand over to the Developer original Deed/s, Corporation papers and other title related papers and



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documents relating to the said property. If any such document is not available to them that suppose to be available to them, then the Developer shall make such arrangement to avail the same at the cost and expenses of the Owners. It is clarified that the Developer shall from time to time allow inspection of the original documents kept with them or any of their representatives or to any person or persons and Authority or Authorities as may be requested by the Owners till the completion of the whole project. Upon completion of the whole project and the formation of any Association and/or Committee for the maintenance and management of the proposed Building/s, the Developer and/or any other holders or custodians of all or any of the original documents shall hand over the original documents to the Association and/or Committee for their custody.

- B. The Owners and the Developer both jointly within 30 (Thirty) days from the date of execution of this Agreement clear the Municipal taxes as is now pending in respect of the said property and for which the Owners shall bear 50% share of the pending taxes and the Developer shall bear remaining 50% share of the Municipal taxes.



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- C. The Developer shall at its own endeavour mutate the names of the Owners with the Office of the Kolkata Municipal Corporation and for which the Developer shall expense Rs.10,000/- (Rupees Ten Thousand) only from its pocket and if more than Rs.10,000/- (Rupees Ten Thousand) only be required then the Owners will pay the same.
- D. The Developer shall at its own cost being the Attorney of the Owners herein shall mutate the names of the Owners with B.L. & L.R.O. and shall also obtain land ceiling clearance from the Authority concerned for construction of the proposed Building/s on the said property and for that a total time limit shall be allotted to the Developer for 14 [Fourteen] months from the date of payment of arrear Municipal tax by the Owners and the Developer jointly.
- E. After obtaining the land ceiling clearance, the Developer as Attorney of the Owners at its own costs and expenses and for and on behalf of the Owners shall cause the Plan/s of the proposed Building/s to be prepared and deposit the same before sanctioning Authority/ies for the approval and/or sanction of the



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same and get the Plan/s approved and/or sanctioned along with other permissions, clearances or approvals for the said development and for that a total time duration to be allowed as 8 (Eight) months after expiration of the aforesaid 14 (Fourteen) months time.

- F. The Owners shall not be entitled to raise any kind of dispute regarding the construction of the project and/or other related matter of the project. It is further clarified that after the notice of completion of the project, it would be deemed that the project has been duly constructed and completed by the Developer.

- G. That if after due service of notice of shifting by the Developer to the Owners, the Owners or any one of them fail/s, neglect/s, refuse/s and/or delay/s to take delivery of the possession of his/their Unit/s in the proposed Building/s in the said property within the notice period then it would be construed that the Owners have taken possession of their allotment in the proposed Building/s on the expiry of term of the said notice.

- H. All applications, Plan/s, papers and documents required to be deposited or submitted by the Developer



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for the approval and/or sanction of the Plan/s and/or for the development of the project shall be prepared by the Developer at its own costs and expenses and submit or deposit the same in the names of the Owners. The Developer shall also bear all costs and expenses and make deposits for the sanction of the Plan/s for the construction in the proposed Building/s to be constructed in the said property.

- I. At any time after the execution of this Agreement, the Developer shall have the right and shall be entitled to enter into the said property and to do all preparatory works, as may be necessary for the project.

- J. Subject to Force Majeure and incidences beyond the control of the Developer, the Developer shall within a period of 26 (Twenty-Six) months from the date of sanction of the Building/s Plan or from the date of obtainment peaceful and vacant possession of the said property from the Owners, whichever will be the later, shall complete the construction of the proposed Building/s in the said project at its own costs and expenses and deliver vacant and peaceful possession of the Flats/spaces comprised in the Owners'



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allocation to the Owners in habitable condition as per the particulars mentioned in the **SECOND SCHEDULE** hereunder written. The Owners may extend time for a further period as the same may be reasonably required, as per prayer of the Developer.

- K. The Developer shall construct the proposed Building/s in the manner as may be permissible under the Building/s Regulations and Laws of the Kolkata Municipal Corporation and in conformity with the Plans.

ARTICLE : "VI"

(POSSESSION AND CONSTRUCTION)

1. It has been agreed by an between the Owners and the Developer to construct, erect and complete the proposed Building/s in the said property and that the Developer shall have the entire responsibility for construction of the proposed Building/s and the Owners shall have no responsibility towards construction of the proposed Building/s.
2. The Developer agreed to commence work after obtaining full vacant possession of the said property situate and lying at



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Mouza : Behala, J.L. No.2, R.S. No.83, under C.S. Khatian No.1935, R.S. Khatian No.8666, appertaining to C.S. Dag No.7011, R.S. Dag No.9685, being known and numbered as Municipal Premises No.43, Dwarik Mukherjee Road (mailing address 32, Dwarik Mukherjee Road), Police Station : Parnasree, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.130, District : 24 Parganas (South) or from the date of obtaining of the Building/s sanction Plan by the Developer, whichever will be the latter.

3. The Developer shall upon completion of construction and making the portion habitable deliver the Owners' allocation prior to delivering possession to any of its Purchaser/s of any space/s out of its allocation.
4. From the date of delivery of possession of the Owners' allocation and till separate assessment by the Kolkata Municipal Corporation, the Parties hereto shall contribute proportionately the taxes and other statutory outgoings of the said property.
5. The Developer agrees to complete the construction of the proposed Building/s and properly finish the same within a



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period of 26 (Twenty-Six) months from the date of sanction of the Building/s Plan or from the date of obtaining peaceful vacant possession of the said property, whichever will be the later.

ARTICLE : "VII"

(COMMON FACILITIES)

1. As soon as the proposed Building/s in the said property is completed and made fully habitable for residential, partly commercial purpose, upon obtaining necessary certificate for occupation from the Architect/L.B.S. as provided under the Kolkata Municipal Act and the Rules and Regulations thereunder made, the Developer shall give written notice to the Owners requiring them to take possession of the Owners' allocation in the Building/s and thereafter the Owners shall take possession of their allocation as herein provided for and if no actionable deviation made by the Developer in the construction the Owners shall give and grant unto the Developer a certificate in respect of their allocation in full satisfaction.

2. Till all the Flat/s and Space/s within the Developer's allocation are sold away, the Developer in consultation with the Owners shall frame rules for occupation, user and enjoyment of the residential Flats and other spaces in the



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proposed Building/s and till formation of a Body of the Co-Owners of the Building/s including the Owners herein and the Purchaser/s of the Developer's allocation, it will be the responsibility of the Developer to arrange for maintenance of the common areas and the common utilities of the Building/s and therefore the Developer will be entitled to realize the cost proportionately from occupiers of the several Flat/s, Space/s, for a limited period of 6 (Six) month only.

ARTICLE : "VIII"

(COMMON RESTRICTION)

It has been agreed by and between the Parties hereto that the Owners' allocation in the Building/s shall be subject to the same restriction on transfer and use as would be applicable to the Developer's allocation in the proposed Building/s intended for the common benefits of all occupiers of the entire completed Building which shall include the following :-

1. The Owners and the Developer or the nominee/s of the Developer during the subsistence of this Agreement shall not use or permit to use their respective portions in the Building/s or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use the



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same for any purpose which may cause any nuisance, obstruction or hazard in the property or any part thereof.

2. No party shall demolish or permit to demolish any wall or other structure in their respective portions or any part thereof or make any structural alteration therein without the consent of all other Co-Owners and without obtaining necessary permission from the concerned statutory Authorities.
3. Both the Parties shall abide by all laws, bye-laws, rules and regulations of the Government and/or Local Bodies and shall be responsible for any violation and/or breach of any of the laws, bye-laws, rules and regulations in their respective allocations.
4. The respective Allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures, floor and ceiling etc. in their respective allocation of the proposed Building/s in good and repairable condition and in particular so as not to cause any damage to the Building/s or any other space or accommodation therein and shall keep the other indemnified from and against the consequences of any breach thereof.
5. No Party or persons/s claiming through any of the Parties herein shall keep or store anything in any of the common



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areas nor shall otherwise cause any hindrance in any manner whatsoever to the use of the common areas and the common utilities by the Co-Owners for the purpose they are meant.

6. No Party shall throw or accumulate any filth, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the Building/s or in the compound, corridors or any other portion of the common areas of the Building/s and the said property.
7. In the event of any transfer being made by the Parties of their respective allocations, the above conditions shall be made applicable to and binding upon the Transferee/s.

ARTICLE : "IX"

(SETTLEMENT OF DISPUTES)

Any dispute between the Parties arising in the course or execution of the project herein shall be settled amicably, failure of which either of the Parties may prefer approaching the Court of Law for necessary redressal, but the Owners shall not be entitled to an order of injunction to stop the works of the proposed Building/s unless there be a case of illegal construction by the Developer.



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ARTICLE : "X"

(COMMON RIGHTS AND OBLIGATION OF OWNERS AND DEVELOPER)

The terms and conditions which have been agreed to by and between the Parties relating to such development verbally are reduced into writing hereunder.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGRED BY AND BETWEEN THE PARTIES HERETO as follows :-

1. The Owners agree to appoint and do hereby appoint the Party of the Other Part herein, as the Developer in respect of the said property morefully described in the **FIRST SCHEDULE** hereunder written and the Owners hereby grant/appoint/permission/license to the Developer for development of the land for the purpose of construction of the proposed Building/s thereon and the Developer doth hereby accepts such appointment to act as Developer. The said appointment is irrevocable save and except the Developer must not commit any fault in carrying out the development work in the said property as per the Building/s Plan and the Developer shall not cause any breach of the terms stated herein.
2. Subject to the sanction of the Building/s Plan, the Developer shall develop and promote the said property situate and lying at Mouza : Behala, J.L. No.2, R.S. No.83, under C.S.



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Khatian No.1935, R.S. Khatian No.8666, appertaining to C.S. Dag No.7011, R.S. Dag No.9685, being known and numbered as Municipal Premises No.43, Dwarik Mukherjee Road (mailing address 32, Dwarik Mukherjee Road), Police Station : Parnasree, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.130, District : 24 Parganas (South), by way of construction of multistoried Building/s. The Developer shall at its own costs construct, erect and complete the Building/s with good and standard sound quality materials as may be specified by the Architects/L.B.S. from time to time. The details of the Specification of construction and the materials to be used for such purpose are mentioned and described in the **FOURTH SCHEDULE** hereunder written.

3. The Developer shall provide in the proposed Building/s as its own cost pump, water storage tank with overhead reservoirs, electric connection, lift and other facilities as are required to be provided in residential and/or multistoried Building/s having self contained Apartments or Flat/s, Car Parking Space/s and other space/s.
4. All costs charges and expenses for construction including Architects/L.B.S. fees shall be discharged by the Developer and the Owners shall bear no responsibility in this context.



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5. Simultaneously with the execution of the Agreement, the Developer shall be entitled to negotiate with the any other person, if there be any to obtain their respective "**No Objection**" in respect of the proposed construction/development of the said property agreeing to provide space to them as per law.
6. All costs and expenses pertaining to the sanction of the Building/s Plan including the payment of requisite fees and other incidental expenses payable to such sanctioning Authority shall borne by the Developer.
7. To enable the Developer to carry out its obligations, rights authorities and entitlements under this Agreement, the Owners shall simultaneously grant and execute in favour of the Developer Company, represented by (1) **SRI JAY S. KAMDAR**, (2) **SRI TUSHAR S. KAMDAR** and (3) **SRI MANPEET SINGH** by a registered General Power of Attorney, which will be irrevocable by the Owners save and except on commission of a default by the Developer in complying with the terms and conditions of this Agreement.
8. That the Developer shall pay a total sum of Rs.55,00,000/- (Rupees Fifty-Five Lac) only to the Owners towards an



interest free security deposit payable in the manner as follows :-

- A. Out of the Rs.55,00,000/- (Rupees Fifty-Five Lac) only, a sum of Rs.12,50,000/- (Rupees Twelve Lac Fifty Thousand) only to be paid in the joint name of the Owners and Rs.6,25,000/- (Rupees Six Lac Twenty-Five Thousand) only each to Soumendra Nath Mukherjee and Ramendra Nath Mukherjee to be paid by the Developer at the time of execution of this Agreement and the Owners shall grant receipts accordingly.
- B. The Developer shall pay a further sum of Rs.15,00,000/- (Rupees Fifteen Lac) only to the Owners after getting the land ceiling clearance in respect of the said property from the Authority concerned.
- C. The Developer shall pay a further sum of Rs.15,00,000/- (Rupees Fifteen Lac) only to the Owners after getting the Plan sanctioned in respect of the said property from the Kolkata Municipal Corporation subject to handing over peaceful vacant



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possession of the said property by the Owners to the Developer.

- D. Besides the aforesaid cash consideration, the proposed development work will be based upon 50:50 ratio. That means on completion of construction work of the proposed Building/s in the said property, the Owners shall be at the first instance entitled to receive 50% of the total F.A.R. out of 100% of the total F.A.R. in finished, complete and fully habitable condition from the Developer subject to return of the adjustable advance otherwise the aforesaid advance will be adjusted from the Owners' allocation @ Rs.3,300/- (Rupees Three Thousand Three Hundred) only per Square Feet.
9. All the legal heirs of the Owners above named shall also abide by and confirm such Power of Attorney in favour of the Developer.
10. The Developer shall construct the said property strictly in accordance with the Building Plan and the rules regulation and bye-laws of the Kolkata Municipal Corporation Act, for the time being in force. If necessary, modification and



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deviation of Plan shall be approved by the Authority concerned with the consent of Owners.

11. The Developer is hereby empowered by the Owners to apply and obtain on their behalf and in their names the quotas for steel, cement bricks etc. as may be allocated by the respective Authorities for the purpose of development of the said property at the cost of the Developer and further shall be entitled to obtain temporary or permanent connection of electric service line, water supply line and drainage and to obtain other essential services, utilities, required for the Development of the said property and making the same habitable and tenantable but all such costs and values of materials and expenses shall be paid and borne by the Developer and the Owners will not be liable for the same.
12. The Owners hereby agree and undertake to deliver the vacant possession of the said property to the Developer for the purpose of development and construction of proposed Building/s on execution of this Agreement without any objection or hindrances.
13. The Owners shall if required, at the cost of the Developer shall amalgamate the said property with other adjacent



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property/ies, if there be any, enabling the developer to construct a residential complex in and around the locality but in every cases the owners shall get the 50% of the total F.A.R. in respect of the said property from the proposed constructional works.

14. The Developer has agreed to deliver possession of the Owners' allocation in the proposed Building/s within the stipulated period of 26 (Twenty-Six) months from the date of sanction of the Building/s Plan or from the date of handing over peaceful and vacant possession of the said property, whichever will be the later.

15. Immediately on completion of the Owners' allocation in all respect along with completion of all common spaces providing all common facilities in the Building/s in the said property, the Developer shall give notice in writing to the Owners requiring the Owners to take possession of the Owners' allocation in the Building/s and there being no dispute regarding the completion of the Building/s in terms of this Agreement and according to the Specification and the Building/s Plan thereof and certificate of the Architect/ L.B.S. being produced to that effect and then after 30 (Thirty) days from the date of service of such notice and at all times



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thereafter the Owners shall exclusively be liable for payment of all property taxes, rates, dues and other public outgoings and impositions whatsoever payable in respect of the said Owners' allocation and the said rates and taxes are to be calculated on pro-rata basis with reference to the saleable area in the Building/s, if they are levied on the Building/s as a whole.

16. On completion of the construction of the entire Building/s, the Owners and the Developer shall punctually and regularly pay for their respective allocation, the said rate and taxes to the concerned Authorities or otherwise as may be mutually agreed upon between the Owners and the Developer and both the Parties shall keep each other indemnified against all claims, actions, demands, costs and charges and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owners or the Developer in this behalf.

17. As and from the date of satisfactory handing over the Owners' allocation as mentioned above in all respects and duly acknowledged by the Owners in writing and/or after 30 (Thirty) days from the date of service of notice by the



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Developer to the Owners for accepting the possession of their allocation, the Owners shall be responsible to pay and bear and shall forthwith pay on demand to the Developer the service charges for the common facilities in the Building/s with respect of the Owners' allocation and said charges may include proportionate share on premium for the insurance of the Building/s viz. fire and equipments etc. including replacement repair and maintenance charges and expenses of all common wiring, pipes, electrical and mechanical equipments, transformers, pumps, motors whatsoever as may be mutually agreed upon from time to time.

18. Any transfer of any part of the Owners' allocation in the Building/s shall be subject to the other provisions hereof and the Transferee/s shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges proportionately for the said common facilities.

19. The Owners' allocation in the Building/s shall be subject to the same restrictions on transfer and use as are applicable to the Developer's allocation in the Building/s intended for the common benefits of all occupiers of the proposed Building/s which shall include the following.



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20. No formal Deed of Transfer in respect of the Owners' allocation shall be required. But the Owners shall at the request of the Developer sign and execute all such further necessary Deeds, papers, documents and writings for completion of construction and/or sale of the said Developer's allocation or any portion thereof provided that the Developer as the constituted Attorney of the Owners shall also be entitled to sign and execute such deeds, papers writings and documents as may be required from time to time therefore.

21. If the said development work and/or the construction work is suspended due to Force Majeure like natural calamity, earth quake, strike, riot or civil commotion or promulgation of any law etc. which be beyond the control of the Developer, then in such event the stipulated time as aforesaid shall be extended for such period as may be mutually agreed between the Parties. But the market condition and Developer's paucity of fund or financial difficulty shall not be considered to be the reasons beyond control of the Developer.

22. The Developer will also keep the Owners saved, harmless and indemnified against all claims losses expenses and proceedings as may be occasioned by the reasons mentioned hereunder.



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- A. The Developer shall pay for violation of rules and regulations prescribed under the Kolkata Municipal Corporation Act and/or infringement of such act or deviation from the sanctioned Building Plan causing payment of fines or penalty imposed by the said Authority for such violation of the Building/s Plan.
 - B. All claims and demands of the suppliers of Building materials etc. of the said property or all claims arising due to any accident suffered by employees/workmen engaged by the Developer to carry out development work in the said property shall be borne by the Developer. The Developer shall solely be liable for compensation for such accident/s, if any, in terms of the Workmen's Compensation Act.
 - C. All claims and demands of the Owners and Occupiers of the adjoining properties due to damage or loss suffered by them in course of hazards in construction work of the said property shall be borne by the Developer.
23. Both Owners and the Developer shall not use or permit to use their respective allocations in the Building/s or any



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portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause nuisance hazard to the other occupiers of the proposed Building/s.

24. Neither Party shall demolish or permit to demolish any wall or other structure in their respective allocations or any portion thereof or make structural alteration thereof without the previous consent of the Owner/Developer or the Association when formed, but such consent shall not be withheld unreasonably.
25. The respective Allottees shall keep the interiors and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the proposed Building/s in good working condition and repair and in particular so as not to cause any damage to the Building/s or any other of their space or accommodation therein.
26. No goods or other items shall be kept by the Owners or the Developer or the Transferees for display or use or otherwise in the corridor or other places of common use in the proposed Building/s and in case any obstacle is caused in a



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manner thereto the person doing so shall be responsible to remove the same at the risk and cost of the other. Neither of the Parties shall be entitled to put up any advertisement and/or display hoarding on the exterior walls of the proposed Building/s.

27. The Owners shall permit the Developer and its servants and agents without workmen and others at the reasonable time and by prior notice to enter into and upon the Owners' allocation and every part thereof for the purpose of maintenance or repairing any part of the proposed Building/s and/or for the purpose of repairing maintaining, rebuilding, cleaning, lighting and of common facilities and/or for the purpose of maintaining, repairing and testing drains, water pipes and electric wires and for other similar purposes.
28. The Owners hereby agree and covenant with the Developer that they will mutate their own names at their own costs and expenses with the Kolkata Municipal Corporation Authority after the Owners obtain permission of their allocation in a habitable condition and the Developer shall co-operate with the Owners in this respect.
29. The Developer's allocation in the proposed Building/s in the said property is meant for sale as ownership Flats. As such



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the Owners and the necessary Parties shall sign and execute all Deeds of Conveyances, documents and writings relating to such sale and transfer to the intending Purchaser/s of the said Flats at a price determined by the Developer and the Owners shall not have nor can have any demand or claim thereon of any nature whatsoever.

30. The Developer is at liberty to advertise for sale of the said ownership Flats during the Development/construction of the Building/s on the said property and receive advance or consideration from the intending Purchaser/s on Agreement against sale of such Flat/s, Car Parking Space/s and proportionate land value and shall be entitled to take appropriate the entire amount of sale proceeds from such Purchaser/s in respect of Developer allocated share the proposed Building/s.
31. The Owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing, if any, of the Developer's allocation in the Building/s in the said property.
32. The Owners shall not let-out, grant, lease, mortgage and/or charge the said property or any portion thereof without the



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consent in writing of the Developer during the period of construction.

33. The Owners hereby agree and covenant with the Developer to transfer the undivided proportionate share allocable and attributable to the Developer's allocation in favour of the Developer or its nominee/s in such part/s as the Developer shall require and for the aforesaid purpose shall obtain all necessary approvals, consents and permission.
34. The Parties hereto shall do all acts, deeds and things and sign execute register and deliver all documents and deeds as may be required by the other to enable the Parties to own use, occupy and enjoy the respective areas and the Parties hereto shall full and absolute right to deal with or transfer their respective areas in the manner as they respectively think fit and proper.
35. The Developer shall have no right title and interest whatsoever in the Owners' allocation and undivided proportionate share pertaining thereof in common facilities and amenities which shall solely and exclusively belong and continue to belong to the Owners and similarly the Owners shall have no right or claim in respect of the Developer's Allocation as herein provided.



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36. The Developer shall have no right to claim for payment reimbursement of any cost, expenses or charges incurred towards construction of the Owners' allocation and of the undivided proportionate share in the common areas/spaces, common facilities and amenities of the proposed Building/s. Hence the Owners shall never be liable to pay and/or refund such cost or expenses to the Developer.

37. The Developer shall in completion of the proposed Building/s, put the Owners in undisputed possession of the Owners' allocation together with all rights in common areas/spaces common utility portion of the proposed Building/s and the open space thereof.

38. The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners would be prevented from enjoying, selling, assigning, and/or disposing of any portion of the Owners' allocation in the said proposed Building/s in the said property.

39. The Developer shall be entitled to negotiate with prospective Buyers and/or Purchaser/s for sale of Flat/s and other area/s of the Building/s belonging to the Developer's allocation and also enter into Agreement for Sale with the



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intending Purchaser/s and to receive earnest money thereof and receive the full consideration amount towards sale of Developer's allocation and appropriate the same and the Owners hereby confirm that the Owners shall have no claim or demand over the said consideration or amounts in future under any circumstances whatsoever and howsoever.

40. The Owners confirm and undertake that if so required by the Developer, the Owners shall join as Confirming Party to all Agreement/s and other document/s of transfer that may be entered into by the Developer for sale and/or otherwise transfer of the Flat/s, Space/s in the proposed Building/s of the Developer's allocation without raising any objection and claiming any additional consideration money.
41. It is understood that from time to time to facilitate, the construction of the proposed Building/s 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 Owners and various application and other documents may be required to be signed or made by the Owners relating to the specific provisions may be reasonably required to be done in the manner and the Owners shall execute any such



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authorization as may be required by the Developer for the said purpose and the Owners 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 the rights of the Owners and/or go against the spirit of this Agreement.

42. In case, any Party fails or defaults in carrying out obligations or contravene any of the terms and conditions of this Agreement, then and in such event the other Party shall without prejudice to their rights stated herein be entitled to and/or start legal proceeding both criminal and civil against the defaulting Party and for Specific Performance of Contract together with right to claim damages and for other relief.

43. The proposed Building/s in the said property shall be christened as "~~ROYAL RESIDENCY~~....." which shall be inscribed and marked on a marble piece and be fixed on the front wall of the Building/s. It will be displayed prominently to the visitor and open to public eye, The Developer is also permitted to inscribe its name in a visible place of the Building/s as Developer.

44. The Owners shall not stop work of the Developer at any stage during construction by bringing a suit against the Developer





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and all order of injunction so long or there is no actionable deviation from the sanctioned Building Plan and/ or abandonment of work and/or breach of any covenants by the Developer.

45. The Owners shall execute Agreement/s for Sale and Deed/s of Conveyance in favour of the intending Purchaser/s if necessary when required by intending Purchaser/s in respect of Flat/s, Car Parking Spacc/s, Space/s including proportionate undivided share in land of Developer's allocation in the proposed Building/s in the said property before the Registration Office/s.
46. Alipore Judges' Court as the case may be shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents between the Parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT piece and parcel of land measuring an area of 16 (Sixteen) Cottahs 5 (Five) Chittacks 9 (Nine) Square Feet be the same a little more or less together with ^{1000 sq. ft} several structures standing thereon, situate and lying at Mouza : Behala, J.L. No.2, R.S. No.83,





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under C.S. Khatian No.1935, R.S. Khatian No.8666, appertaining to C.S. Dag No.7011, R.S. Dag No.9685, being known and numbered as Municipal Premises No.43, Dwarik Mukherjee Road (mailing address 32, Dwarik Mukherjee Road), Police Station : Parnasree, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.130, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto and the same is butted and bounded by :-

ON THE NORTH	:	17' wide K.M.C. Road and other premises ;
ON THE SOUTH	:	Municipal Drain and thereafter another property ;
ON THE EAST	:	Several other premises ;
ON THE WEST	:	Another premises.

THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE OWNERS' ALLOCATION)

ALL THAT in the instant joint venture project, the Owners shall be given at the first instance free of cost 50% of the total F.A.R. out of 100% of the total F.A.R. of the proposed Building/s in finished and complete condition, according to the sanctioned Building Plan together with undivided proportionate share of land including the common areas.



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THE THIRD SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)

ALL THAT rests and remaining 50% share of the proposed Building/s in the said property save and except the Owners' allocation. The said rests and remaining areas means several Flat/s, Car Parking Space/s and other space/s and proportionate share including common spaces, places, staircases and the Developer shall have the right to sell, mortgage, lease out and/or rent out the same in whole or in part together with proportionate share of land at the said property, with right to enter into Agreement/s for Sale of Flat/s, Car Parking Space/s and other space/s with right on common areas and places to the intending Buyer/s etc. and to take advances and entire consideration from him/her/them without any objection or interruption from the Owners and also to sale its allocation to the intending Purchaser/s, after handing over possession of the Owners' allocation.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF SPECIFICATION OF THE BUILDING/S)

❖ **BUILDING** :-

Building designed or R.C.C. foundation of multistoried.

❖ **FOUNDATION** :-

Building designed of R.C.C. foundation.



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- ❖ **STEEL** :-
Steel quality available in the market.
- ❖ **CEMENT** :-
Standard quality available in the market.
- ❖ **STONE CHIPS** :-
Standard quality available in the market.
- ❖ **SAND** :-
Course sand and other sand shall be required.
- ❖ **BRICKS** :-
1st and 2nd class available in the market.
- ❖ **FLOORING** :-
Bed rooms, toilet, drawing/dining will be finished with marble.
- ❖ **TOILET** :-
Toilet will be of marble flooring with 6' high glaze tile all around.
- ❖ **PAINTING** :-
All internal walls will be finished the plaster Paris. All external paintings will be with cement based paints. All doors and windows will be enamel paints.
- ❖ **SANITARY** :-
All internal pipe line will be concealed type. Soil lines are to be connected to underground, drainage pipes terminating in



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Corporation line, colour basin, colour commodes, jaguar fittings.

❖ **WATER SUPPLY** :-

Water will be supplied from the supply of Kolkata Municipal Corporation.

❖ **DOORS** :-

All doors will be made up of commercial flush doors, main entrance door will be teak finish.

❖ **WINDOWS** :-

Aluminum sliding with glass fittings.

❖ **ELECTRICAL** :-

Electrical points for light, fan, and refrigerator.

❖ **WORKS** :-

P.V.C. wiring and complete with distribution board sub-distribution board, switch board with piano type switches and 5 & 25 amp. plug point electrical points will be provided as per design given by architect.

❖ **ELECTRICAL** :-

All conceal wiring.

❖ **LIFT** :-

Lift will be provided.



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THE FIFTH SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF SPECIFICATION OF COMMON AREAS)

1. **AREAS :-**

- A. Entrance and exits to the said property and the Building/s.
- B. Darwans room, if any.
- C. Boundary walls and main gate of the said property.
- D. Lift and lift machine room.
- E. Staircase, stair head room and lobbies on all the floors.
- F. Entrance lobby, electric/utility room, water pump room, if any and the Office room, to be used by the Association/Committee, if any.
- G. Common installations on the roof and in the Ground Floor and also in each floor.
- H. Right to access on the roof above the top of the floor of the Building/s.
- I. The open land in the said property, foundation columns, beams, supports, common passage and boundary walls of the Building/s.

2. **WATER PLUMBING AND DRAINAGE :-**

- A. Drainage and sewerage lines and other installations for the same (except only those as are installed within



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the exclusive area of any unit or exclusively for the same.

- B. Water supply system of the whole Building.
- C. Water pump, underground and overhead water reservoirs together with all common plumbing installations for carriage of water (save only those are within the exclusive area of any unit and/or exclusively for its use).

3. **ELECTRICALS INSTALLATIONS :-**

- A. Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any Unit or exclusively for its use).
- B. Lighting of common portions.
- C. Electrical installations for receiving electricity from suppliers and meters for recording the supply.
- D. Electric installation for lift.
- E. Machineries and accessories, if any (at extra cost).

4. **OTHERS :-**

Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or around the said property and the Building/s as are necessary for passage to and/or user of the units in common by the Co-Owners.



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

SIGNED, SEALED AND DELIVERED

by the Parties at Kolkata

in the presence of :-

WITNESSES :-

1. Subhushis Basu
1/26 Nately: Srager
Kolkata 912
@Basu
Soumendro Nath Mukherjee
Ramesh Mukherjee

Signature of the **OWNERS**

ALL BENGAL CONSTRUCTION

2. Sanjay K. Das

Behala A.D.S.R.O.

ALL BENGAL CONSTRUCTION Partner
Manpreet Singh
Partner

Signature of the **DEVELOPER**

Drafted by us :-

Santanu Adhikary
SANTANU ADHIKARY
Advocate

Alipore Judges' Court, Kol : 27.

Computer Typed by :-

Debasish Naskar
DEBASISH NASKAR
Alipore Judges' Court, Kol : 27.



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MEMO OF RECEIPT

RECEIPT of and from the within named Developer the within mentioned sum of Rs.25,00,000/- (Rupees Twenty-Five Lac) only towards part consideration out of the total agreed consideration of Rs.55,00,000/- (Rupees Fifty-Five Lac) only, as per Memo below :-

MEMO

Sl. No.	DATE	CHEQUE No.	BANK WITH BRANCH	AMOUNT
1.	14.08.14	345601	I.O.B. Kaligat	12,50,000/-
2.	14.08.14	345602	Do.	6,25,000/-
3.	14.08.14	345603	Do.	6,25,000/-
Total :				Rs.25,00,000/-
(RUPEES TWENTY-FIVE LAC) ONLY				

S. Mukherjee

WITNESSES :-

1. Subhasis Basu
1/2 B. metaji, Nages
Kaligat
Basu

Soumendro Nath Mukherjee

Ramesh Mukherjee

Signature of the **OWNERS**

2. Soumendro Basu












Biluh 903.R.O.



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	Little	Ring	Middle	Fore	Thumb
	(LEFT H A N D)				
					
Thumb	Fore	Middle	Ring	Little	
(RIGHT H A N D)					

Name: Soumendranath Mukherjee

Signature: _____

					
	Little	Ring	Middle	Fore	Thumb
	(LEFT H A N D)				
					
Thumb	Fore	Middle	Ring	Little	
(RIGHT H A N D)					

Name: _____












Signature: Ramon Mukherjee














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 Name: <u>JAY S. KAMDAR</u> Signature: <u>J. Kamdar</u>					
	(LEFT H A N D)				
					
	(RIGHT H A N D)				

 Name: <u>Tushar S. Kamdar</u> Signature: <u>Tushar</u>					
	(LEFT H A N D)				
					
	(RIGHT H A N D)				

 Name: <u>Manohar Singh</u> Signature: <u>Manohar</u>					
	(LEFT H A N D)				
					
	(RIGHT H A N D)				



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