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

[Signature]
 Additional Registrar
 of Assurances of Mortgage
 22-5-13

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 15th day of *May*, Two Thousand and Thirteen, of the Christian Era.

BETWEEN



Handwritten notes:
 250
 350
 800

(1) **SRI JAYDEEP BANERJEA** son of Late Asim Coomer Banerjea, residing at 35B, Badan Roy Lane, P.S. Beliaghata, Kolkata- 700010, (2) **SMT. ANIMA BANERJEA** wife of Late Asim Coomer Banerjea, residing at 35B, Badan Roy Lane, P.S. Beliaghata, Kolkata- 700010, (3) **SMT. SUKANYA PAKRASHI**, wife of Subhas Pakrashi and daughter of Late Sudhir Kumar Ganguly and Late Kalpana Ganguly, residing at 8/2, Kalitara 1st Lane, P.S. Rishra, District- Hooghly, (4) **SMT. NAMITA BANERJEE** wife of Late Basudeb Banerjee, residing at 35D, Badan Roy Lane, P.S. Beliaghata, Kolkata- 700010, (5) **SMT. SUMITA BANERJEE** daughter of Late Basudeb Banerjee, residing at 35D, Badan Roy Lane, P.S. Beliaghata, Kolkata- 700010, (6) **SMT. SUPRIYA CHAKRABORTY** wife of Manik Chakraborty, daughter of Late Amiya Kumar Banerjee, residing at B15/H/8, Narkeldanga North Road, P.S. Narkeldanga, Kolkata- 700011, (7) **SMT. MAHASWETA BANERJEA** wife of Jaydeep Banerjea, residing at 35B, Badan Roy Lane, P.S. Beliaghata, Kolkata- 700010, and (8) **SMT. RAMA BHATTACHARYA** wife of Late Nikhilesh Bhattacharya, residing at 35B Badan Ray Lane, P.S. Beliaghata, Kolkata 700010, hereinafter collectively called and referred to as the '**FIRST PARTY/ LAND OWNERS**' (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, administrators, successors and assigns) of the **ONE PART**.

AND

RADHASHREE APARTMENTS PRIVATE LIMITED, a Company registered under Companies Act. 1956 having its registered Office at 99/1, Narkeldanga Main Road, P.S. Phoolbagan, Kolkata- 700054, duly represented by its director Mr. Yogesh Kumar Randar residing at 99/1, Narkeldanga Main Road, P.S. Phoolbagan, Kolkata- 700064, hereinafter called and referred to as the **SECOND PARTY /DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be always deemed to mean and include its successors-in-office executors, representatives, administrators, nominees and assigns) of the **OTHER PART**.

WHEREAS one late Jatindra Nath Banerjee was the original owner of the Schedule mentioned property died on leaving behind his wife Siborani Devi five sons Ajit Kumar Banerjee, Amiya Kumar Banerjee, Asim Coomar Banerjee, Anup kumar Banerjee., Basudeb Banerjee and only daughter Smt. Kalpana Ganguly as his legal heirs. Amiya Kumar Banerjee executed a will before his death. As per that will Supriya Chakraborty his daughter got probate and became the owner of the undivided proportionate share of property originally belong to Amiya Kumar Banerjee. Asim Coomer Banerjee died intestate leaving behind his wife Anima Banerjee and his only son Joydeep Benerjee as his legal heirs Anup Kumar Banerjee sold his divided proportionate share in favour of Ghar Grihasthi. Thereafter Ghar Grihasthi again executed a Deed of Sale relating to its share in favour of Smt. Rama Bhattacharya wife of Late Nikhilesh Bhattacharya. Basudeb Banerjee died intestate in leaving behind his wife and daughter Namita Banerjee and Sumita Banerjee respectively as his legal heir. Kalpana Ganguly died intestate in leaving behind her daughter Sukanya Ganguly as her only legal heirs. Ajit Kumar Banerjee executed deed of sale in favour of his brothers relating to his proportionate share (undivided) in the schedule mentioned property. Siborani Devi died in testate leaving behind her only daughter, four sons and one grand son namely Ranjit Kumar Banerjee the only son of Ajit Kumar Banerjee. Ranjit Kumar Banerjee executed a deed of gift in favour of Mrs. Mahasweta Banerjee and disclaimed his right of ownership of the Schedule mentioned property.

AND WHEREAS now at this stage the Vendors herein are the co-owners of the Schedule mentioned property and jointly hold absolute ownership of the schedule mentioned property and decided to make development of their property by Joint Venture with any reputed Developer.

AND WHEREAS having come to know the intention of development of the property by the Vendors herein, RADHASHREE APARTMENTS PRIVATE LIMITED, a Company registered under Companies Act. 1956 having its registered Address at 99/1, Narkeldanga Main Road, P.S. Phoolbagan, Kolkata- 700054, contacted with the Vendors and proposed the Vendors to allow them to develop the said premises as desired by the Vendors by constructing the proposed building complex in accordance with the sanctioned plan as its own arrangements and expenses.

AND WHEREAS the Developer Second Part herein has proposed to the Owner to undertake Construction of multistoried buildings upon plot of lands, (morefully and particularly described in the FIRST SCHEDULE hereunder written) at its own cost strictly in accordance with the building plan to be sanctioned by the Calcutta Municipal Corporation and modification variation thereof and, the land Owners have agreed to, and/or accepted the said Developer's proposal.

AND WHEREAS in pursuant to the said proposal the land Owners First party herein have agreed for such construction of the multi-storeyed building upon the aforesaid plot of land and the Developer Second Part herein has agreed to develop the said plot of land constructing multistoried building thereon, as per terms and condition hereinafter appearing.

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

ARTICLE- I : DEFINITIONS

Unless in this presents it is repugnant or inconsistent with :—

1. **OWNERS** shall mean the aforesaid (1) SRI JAYDEEP BANERJEA (2) SMT. ANIMA BANERJEA, (3) SMT. SUKANYA PAKRASHI, (4) SMT. NAMITA BANERJEE (5) SMT. SUMITA BANERJEE (6) SMT. SUPRIYA CHAKRABORTY (7) SMT. MAHASWETA BANERJEA and (8) SMT. RAMA BHATTACHARYA (which terms or expression shall unless excluded by or repugnant to the contexts be deemed to mean include their respective heirs, executors, administrators, legal representatives and assigns).
2. **DEVELOPER/ BUILDER** shall mean RADHASHREE APARTMENTS PRIVATE LIMITED, a company registered within the meaning of the Companies Act 1956, having its registered office at 99/1, Moulana Abul Kalam Sarani Kolkata-700 054 hereinafter called as to the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be always deemed to mean and include its successors-in-office executors, representatives, administrators, nominees and assigns).

3. **SAID LAND** shall mean **ALL THAT** piece and parcel of land measuring about 40 Cattah be the same a little more or less lying and situated at 30 Matilal Basak Lane (also was known as Matilal Basak Garden Lane), P.S. Phulbagan, Kolkata 700054, ward No. 31, Borough- III within the area of Kolkata Municipal Corporation District of 24-parganas (South) hereinafter called the said "LAND" (morefully and particularly described in the FIRST SCHEDULE hereunder written).
4. **ARCHITECTS** shall mean the Architect to be appointed by the Developer or such other Architects during the material time of construction of the proposed buildings or process or progress whatsoever may be appointed by the developer.
5. **BUILDINGS** shall mean multi-storied buildings so to be constructed upon the said land in accordance with the building plan required to be duly sanctioned by the Calcutta Municipal Corporation and also modification and/or variation thereof .
6. **COMMON EXPENSES** shall mean and include the cost of operating, up-keeping and maintaining as and when required for the common services and facilities of the buildings and shall include all taxes, charges, salaries, premiums and other expenses payable in respect thereof or incidental thereto.
7. **UNDIVIDED SHARE** shall mean that the undivided variable and impartible proportionate share in the land attributable and allocable to the said unit to be determined in relation to the area of the respective unit.
8. **PLAN** shall mean the plan so to be sanctioned by the Kolkata Municipal Corporation in the name of the Owners but at the cost of the developer and other statutory variation including such modification or variations therein as may be required to be made or directed by the said Kolkata Municipal Corporation.
9. **TRANSFER** with its grammatical variations shall include a transfer by possession and by other means adopted for effecting what is understood as a transfer for flat/unit in any form in multi-storied

building to the intending purchaser or purchasers from the allotments of the Owner and Developer or nominee or nominees of the Developer.

10. **TRANSFEREES** shall mean the purchaser to whom any flat unit any form in the said buildings will be transferred.
11. **DEVELOPMENT AGREEMENT** shall mean this agreement dated 15th day of May, 2013 A.D. between the Owner and the Developer in respect of FIRST SCHEDULE mentioned property and construction of building thereon with terms and conditions embodies hereto.
12. **UNITS** shall mean any flats, garages, shop rooms and other spaces within the building on or at the said premises, each of them being part thereof, in fact.

ARTICLE - II

1. **OWNERS' ALLOCATION** : The Owners jointly together with each other shall be entitled to 40% of the salable area of the total constructed area within the multi storied proposed buildings project.
 - a) The Owner together shall be entitled to 40% (forty percent) of constructed areas on the Ground floor or Basement of the proposed building in the shape of Garage spaces (if basement be constructed).
 - b) Save and except the 40 % of constructed areas within the Ground floor and Basement (if constructed) of the building as aforesaid rest of the constructed areas in the Owners' share as aforesaid shall be provided 40% area in shape of flats on the upper floors.
 - c) The Garage spaces on the Ground floor or Basement and the said flats on the floors mentioned as aforesaid as the Owner shall be entitled to within their allocation shall together form 40% (Forty percent) of constructed area within the proposed building as aforesaid.

- 1.1 The Developer have paid Rs. 18,00,000/- (Rupees Eighteen lakhs) only on the date of execution of instant indenture and also shall pay to the Landowners to make the land vacated from the unauthorized or authorized occupants to make the project viable and the entire advance amount is refundable by the Land owners at the time of booking of flats of their ratio through the Developer or directly by themselves except Rs.18,00,000/- (Rupees eighteen lakhs) only security Deposit which will be refunded or adjusted from owners' allocation by cash or flat area.
- 1.2. If there be a position of any rehabilitation of any existing tenant or occupier in that case that will be given from the share of the land owners. If any temporary rehabilitation of existing tenant or occupier is needed in that case landlord shall bear the cost for that.
2. **DEVELOPER'S ALLOCATION** : Shall mean and include the remaining 60% portion of the constructed area within the proposed multi-storied building as agreed to be constructed upon due sanction thereof comprising different Flats, shops, Car parking spaces etc. together with undivided proportionate share in the said lands whereon the said building shall be constructed with right to use the common portion thereof, and/or facilities within the said building, and/or the said lands, excluding the Owner share and/or allocation therein as mentioned above, (hereinafter referred to as the "Developer's Allocation").

That the Owners will get Owners' allocation of the said proposed multi storied building mentioned above and subject to it and save and except the same the owners do hereby grant, exclusive right to the developer to construct a multi-storied building on the said plot of lands, (morefully and particularly described in the FIRST SCHEDULE hereunder written), and also authorise developer herein to sell its allotted portion to the intending purchaser or purchasers to be selected by the Developer herein and shall be bound to sign the Deed of Conveyance of the intending purchasers (if necessary).

ARTICLE- III : BUILDING

1. The Developer shall at their own cost and expenses shall at the said premises construct, the said multistoried building according to the sanctioned of the building plan by the Kolkata Municipal Corporation and/or modification, variation thereof and in compliance with all Municipal Rules, Regulations and provisions. The buildings so to be constructed shall be of good standard quality building materials and workmanship. o
2. Subject to approval of the Developer the approval of the quality of the materials by qualified Architect as shall be engaged by the developer shall be final and binding between the parties hereto, the materials in no case being of inferior/low quality so that the proposed building suffered form any damage.
3. The Developer shall install and erect in the said multi-storied building at their own cost and expenses, soil-test pumps for safely and discretion of wall storage tank, overhead reservoirs and until permanent electric connection is obtained temporary electric connection at its cost which shall be provided together with other facilities as are required to be provided in the building having self contained flats, shops, Garage spaces etc. and other spaces constructed for sale of flats, shops, garages and other spaces so permitted by Kolkata Municipal Corporation. But cost of installation of transformer & separate electric meters shall be burn by the intending purchasers of the tenements.
4. The Developer hereby duly authorised by the Owners' to after for, and obtain in the name of the Owners so far shall be necessarily for obtaining quota entitlements, of, or, for cement, steel, bricks and other building materials for construction of the buildings, and shall similarly apply for and obtain temporary and permanent connections of water, electricity power, drainage sewerage etc. to the said buildings and other facilities required for construction or enjoyment of the buildings for which purpose the Owners' shall execute in favour of the Developer a Power of Attorney or other authorities as shall be required by the Developer.

5. The Developer shall at his own cost and expenses and without creating any financial or other liability upon the Owner shall be able to collect loan for the project.
- i) The Developer shall have liberty to take loan from the Bank by executing proper documents as per law. No consent shall be required from the Owners on the part of the Developer to transfer and assign the benefit of the Developer's allocation to the intending purchaser or purchasers only.
- ii) The Developers hereby agree and covenant with the Owner not to do any act deed or thing whereby the owner is prevented from enjoying or selling/assigning and/or disposing of any of the portion within the Owners' allocation in the building.

ARTICLE-V : OWNER'S OBLIGATIONS

1. The Owner shall pay all outstanding dues payable in respect of the said land till the date of sanction of building Plan and handing over of vacant possession to the Developer whichever is later.
2. The Owners have agreed to hand-over vacant peaceful khas possession of the actual portion within the occupation of the Owners upon the said land (morefully and particularly described in the FIRST SCHEDULE hereunder written) to the Developer as per the Land owners shall get vacant possession.
3. The Owners have agreed to sign the building plan so to be prepared by the Architect appointed by the Developer for submission to the Kolkata Municipal Corporation for necessary sanction. The Owner shall authorise the Developer to do and perform all works and to sign all papers and documents including the building plan as would be necessary for sanction of the building plan, by executing necessary power of Attorney or any indenture relating to the same in favour of the Developer.

4. Subject to proceeding clauses, the Owner hereby grant exclusive licence and permission to the Developer to construct, erect and complete the proposed building on the said land in accordance with the sanctioned building plan and/or modification, variation thereof.
5. The Developer shall at their own cost, for and on behalf of the Owners shall submit the building plan before the Kolkata Municipal Corporation, appropriate Government and/or other authorities for sanction or approval of the plan required for the construction of the buildings or for the premises, and peruse the same time to time. The Developer shall comply with all changes to be made in the building plan as shall be required by the Kolkata Municipal Corporation and other statutory authority, being Government or other authorities as aforesaid, and shall with comply any sanction, permission, clearance as aforesaid subject to Owners' approval before submission to the Kolkata Municipal Corporation or other statutory body.
6. The Developer shall be entitled to erect and/or construct of the proposed building and with the rights to transfer or otherwise deal with or dispose of the same and the Owners' shall not in any way interfere with or disturb quite and peaceful possession of the Developer's allocation, mentioned as aforesaid.
7. The Owners shall execute a registered Development Power of Attorney authorising to **RADHASHREE APARTMENTS PRIVATE LIMITED**, a company registered within the meaning of the Companies Act 1956, having its registered office at 99/1, Moulana Abul Kalam Sarani Kolkata-700 054 the Developer herein to appoint Architect, Labour and to obtain electricity, Water, Sewerage, Drain from the Kolkata Municipal Corporation and C.E.S.C. and right to sign any agreement for sale, Deed of Conveyance or conveyances and/or transfer of the Developer allocation within the building or any part thereof only to intending purchaser or purchasers who is nominated by the developer herein and also to appoint Advocates in any court of law and the Owner shall further execute a Notarial Power of Attorney authorising to **RADHASHREE APARTMENTS**

PRIVATE LIMITED, a company registered within the meaning of the Companies Act 1956, having its registered office at 99/1, Moulana Abul Kalam Sarani Kolkata-700 054 the Developer herein to make agreement for sale, sell, transfer and convey the flat or flats and other spaces of the proposed building including proportionate share of the said lands, only unto and in favour of the intending purchaser or purchasers on the developer allocation.

8. The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction work of the said building on the said plot of land.
9. The Owners hereby agree and covenant, with the Developer not to Sale, let out, grant, lease, mortgage, encumber, and or charge the said plot of land or any portion thereof till the purpose of this agreement is fully satisfied.
10. That the Owners undertakes that during the continuance of this agreement they shall not enter into any Development or Sale agreement with any third party in respect of the said lands or any part thereof.
11. The land Owners shall neither be entitled to claim any amount of sale proceeds of the Developer's allocated portion mentioned above nor shall be entitled to claim any aforesaid amount of sale proceeds from intending purchaser or purchasers of Developer's allotted portion as they be received by the **RADHASHREE APARTMENTS PRIVATE LIMITED**, a company registered within the meaning of the Companies Act 1956, having its registered office at 99/1, Moulana Abul Kalam Sarani Kolkata-700 054. The Owners shall not be entitled to claim any portion thereof except the Owners allocation mentioned hereinabove.
12. The developer shall be entitled to fix sign board on the said property, for advertisement, and insertions in news papers and other advertising media both the parties herein stated choose a name of the new multistoried building.

13. It is agreed that the developers shall be entitled to enter into any agreement for sale in respect of Developer's allocation to different prospective buyers and simultaneously sell out those portions, flats, shops, garages and other spaces to the prospective buyers against such monetary consideration which shall be determined solely by developer in which the land Owner shall not interfere in any manner whatsoever, purposes of execution of the deed of conveyance or conveyances in respect of the different portion in favour of different buyers.
14. If any one of the Owners herein expires during the continuance of the agreement all his/her heirs and/or legal representatives of the said deceased owner shall be bound to abide by the terms hereof and if required by the developer, shall sign necessary papers and/or documents in execution thereof either for inclusion thereof in this agreement or for continuity and/or modification hereof as per requirements of the developers without any right to deviate from such obligations in any manner whatsoever.
15. That the Owners further undertake not to file any suit intentionally against each other or the developer which will obstruct the developer from carrying out the job of construction. If any suit be filed by Owners intentionally as against the developer and for that reason the construction work is delayed and/or stopped, in that event developer shall be entitled to claim the cost of construction, damage, interest and compensation carried out by the Developer upto the date of stop work, which will assessed by the Developer.
16. That if there is no fault violation of the this agreement the Owners shall not be entitled to repudiate, rescind, and/or cancel this development and the Registered Development Power of Attorney as shall be executed by the Owners simultaneously with the execution hereof during the period of completion of the development project or act as against terms hereof during the period of construction and/or completion of the building as envisaged hereunder and/or that of disposal of the portion under the allocation of the developer together

with as the Owners as agreed by way of transfers or in their words completion of such development projects as a whole.

17. That if in course of searches and investigation of title the property is found to be defective, or not free from charges and/ or encumbrances or the same may not be considered marketable, or to be affected by any notice of acquisition or requisition by the Government, or any statutory body, or authority or injunction or prohibitory order from any court, the Owners' fail and neglect to sign any such agreement as aforesaid, in that event the Second party shall be entitled at their option either to sue against the Owners' for specific performance of this agreement, or in the alternative to cancel and/or rescind this agreement upon payment by the Owners' of the amount of the total security and also forfeited money including interest as shall be paid by the such time from forthwith the date of intimation respecting the same by the Second party.
18. Owners hereby undertakes that they shall join to execute agreement for sale, and the same will register proper Deed of conveyance and/or Conveyances in favour of the intending purchaser or purchasers who is nominated by the Developer of such transfer sale of flats, shops, garage and others spaces in respect of the Developer's allocation and the Developer shall also joint as necessary parties to the said Deed or Deeds.
19. Owner shall pay any dues including dues of CESC relating to the plot of land.
20. **Owner shall be responsible for :-**
 - a) getting clearance from U.L.C. (if necessary)
 - b) amalgamation of Plots of Land. (if necessary)
 - c) conversion into bastu land in the record of the competent authority.
 - d) tenants/occupiers settlement to get vacant possession of entire plot of land. (expenses for permanent shifting of tenants/occupiers from the schedule mentioned property shall be borne by the developer

and that will be considered as refundable advance.

- e) owner shall give permission for lien to the intending purchasers of tenements in the proposed building complex.
- f) Getting clearance of any other unforeseen encumbrances

ARTICLE VI - DEVELOPER'S RIGHT

1. The Developer will held possess the said plot of land as exclusive license and shall have authority to construct the building on the said plot of land as per building plan so to be sanctioned by the Kolkata Municipal Corporation.
2. If any amendment or modification is to be required in the said building plan, the same shall be done by the Developer at their own cost and expenses on behalf of the Owners and the Developer will pay and bear all fees including Architect's fees required to be paid or deposited, for such amendment and/or modification of the building plan but the Owner will not be prejudiced for the same of the said amendment or modification.
3. The Developer shall be entitled to enter into agreement with the intending purchaser or purchasers for selling their allotted portion mentioned above and shall settle terms with the prospective buyers of the flats/ units etc., and the Owners may join and /or sign and execute the said Agreement for sale of flats as necessary parties without making any objection to enable the developer to sell their allotted portion with the proportionate share in the land to the said intending buyers subject to requirements by the developers only developer allocation.
4. The Developer shall also be entitled to accept money by way of consideration price of the said flats/units, from the prospective buyers in respect of Developer allocated portion and /or share in the said proposed building with Flats and Garage spaces etc. as referred to as saleable area and can issue receipt in their names or their firm acknowledging such receipts interns of this agreement without making liable or accountable the Owners for the same at any point of time.

5. Developer can appoint and assign its work relating to construction as per its choice.

ARTICLE VII : MISCELLANEOUS

1. It is understood that from time to time to facilitate the construction of the building by the Developer various 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 applications and other document may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and the Owners', if necessary shall execute necessary papers as may be required by the Developer for the purpose and the Owners' also undertake to sign and execute all such acts, deeds, matters, and things, if the same do not in any way infringes and/or affect the rights and interest of the Owners' in respect of the said plot and/or the Owners' allocation and/or go against the spirit of this Agreement.
2. Any notice required to be given by the Developer shall be deemed to have been served upon the Owners', if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due and shall likewise be deemed to have been served on the Developer, if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due to the Developer.
3. The Developer and the Owner shall mutually frame scheme for the management and/or administration of the said building and/or common parts and facilities thereon for the intending purchaser or purchasers of the said proposed buildings to be constructed including all its out going like common maintenance K.M.C. taxes, darwan/sweeper salaries, common electric city bill of common passage, lift, main entrance, pump, repair sanitary, plumbing, white wash and others required therefor,
4. Any dispute or difference which may arise between the parties or their nominee or representative with regard to the construction

meaning and effect of this Agreement or any part thereof, or respecting the construction or any other matters relating to the construction shall be referred to arbitration and the decision of the sole Arbitrator, if the parties in dispute so agree otherwise two or more arbitrators, according to the parties of this Agreement, one to be nominated by each party or his representatives and in case of difference of opinion between them, the umpire selected by them at the commencement of the reference and this Clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act, 1996 including its statutory modification and re-enactment.

6. If and in case the Owners fail to make refund the amount paid to the them by the developer in that case the same shall be realized making adjustment thereof from the allocation of the Owners.

ARTICLE VIII : CONSIDERATION

1. The Developer have paid refundable Rs. 18,00,000/- (Rupees Eighteen Lakh) only on the date of execution of instant indenture and also shall pay to the Landowners to make the land free from the unauthorized or authorized occupants to make the project viable and the entire advance amount is refundable by the Landlords at the time of booking of flats of their ratio through the Developer or directly by themselves except Rs.18,00,000/- (Rupees Eighteen Lakh) only which shall be refunded before getting possession of the land owners allocation.

ARTICLE IX : OWNER' INDEMNITY

1. The Owners hereby undertake that the Developer shall be entitled to the said constructions and shall enjoy their allocation without any interference or disturbance provided the Developer perform observe and fulfill all the terms and conditions herein contained and/or on their part to be observed performed and/ or fulfilled.
2. The Owners also further declare that they never executed any instruments or their predecessor- in- interest never executed any instrument in respect of the Developer allocation under this

agreement and if so the said instruments have no force at all and no body including the inheritance can not in any way take advantage of the said instruments.

ARTICLE X : DEVELOPER'S INDEMNITY

1. The Developer hereby undertake to keep the Owners' indemnified from against all third party's claim and actions arising out of any part of the act or commission of the Developer in or relating to the construction of the said building.
2. The Developer hereby undertake to indemnify and keep the Owners' indemnified form and against all actions suits costs proceeding and claims and demands that may arise out of the Owners' and/or Developer allocation with regard to the Development of the building and/or in the matter or construction of the building and/or for any defect therein.

ARTICLE XI : FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligation during the durations of the force majeure.
2. Force majeure shall mean earthquake, riot, war, storm tempest civil commotion or any unforeseen incident which is beyond the control of any of the parties.

ARTICLE XII : TITLE DEED

The original papers of the said land, morefully and particularly described in the FIRST SCHEDULE hereunder written, during the continuation of this agreement shall be kept with the Developers and all interested persons shall be entitled to have inspection and make extract there from.

ARTICLE XIII : TIME PERIOD

The entire construction shall be completed within sixty months from the date of obtaining vacant possession of the first schedule mentioned property and commencement of work after obtaining of sanctioned building plan and other related permission from competent authorities.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT be piece and parcel of land measuring about 40 Cattah be the same a little more or less alongwith 1500 Sft. Tile shed structure lying and situated at 30 Matilal Basak Lane (formerly Matilal Basak Garden Lane), P.S. Bhulbagan, Kolkata 700054, ward No. 31, with in the are of Kolkata Municipal Corporation District of 24-parganas (South).

**THE SECOND SCHEDULE ABOVE REFERRED TO
(Specification)**

| | |
|--------------------------------|---|
| Structure : | RCC framed Structure with external brick walls 8" and 5" & 3" internal walls. |
| Flooring : | Floor Tiles in flooring Skirting, Margin for bed Room, Drawing Cum Dinning and Balcony with Toilet & Kitchen. |
| Kitchen : | Black Stone Cooking Decks, Black Stone Sink, 2'-6" high glazed tiles dados above the cooking deck. |
| Toilet : | 6'-0" height Glazed tiles dados above skirting. |
| Water Supply : | Overhead Tank, Pump and underground Reservoir as per supply of water by Kolkata Municipal Corporation . |
| Sanitary & Plumbing | Concealed pipe lines with necessary fittings. white commodes with Black Sheet Cover, one white Porcelain Basin, shower & underground sewerage connection. |

Electricity

Concealed wiring with ISI marked electrical wires, Switch Board having two light points, one fan point and one 5 AMP plug point for each bed room. Three light points, two fan points, one basin light point, one 5 AMP plug point, one 15 AMP plug point for Refrigerator, one 5 AMP plug point for TV, one pipe layout for cable line, Telephone for Drawing cum Dinning room. One light point, one Chimney point, one 15 AMP & 5 AMP plug point for kitchen. One light point, one 15 AMP plug point, one Exhaust Fan point, one basin light point for each toilet. One light point for balcony. One light point and calling bell point for main entrance of the flat, switch board and ISI standard materials. No electrical fittings are included.

Doors & Windows :

Flash door fitted in best sal wood frames with necessary fittings. Integrated Grill and Aluminum Sliding windows.

Colours :

Plaster of Paris finish without painting of internal walls cement based Weather Coat colour for outer walls. Synthetic Enamels paint on windows grills and doors.

- x) Individual letter boxes on the wall at the Main Entrance (Ground Floor) of the building.

- xi) Collapsible Gate at the Main Entrance of the building.
- xii) Boundary wall of 6' with inside outside plaster & lime colouring.
- xiii) Driveway finished with IPS flooring.
- xiv) Semi automatic lift.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Deeds and documents relied upon as registered indenture)

| <u>Sl. No.</u> | <u>Nature of Deed</u> | <u>Office</u> | <u>Book</u> | <u>Vol.</u> | <u>Page</u> | <u>Deed No.</u> | <u>Year</u> |
|----------------|---------------------------------|------------------|-------------|-------------|---------------|-----------------|-------------|
| 01. | Sale | ADSR Sealdah | 1 | 3 | 282-287 | 37 | 1945 |
| 02. | Sale | Same | 1 | 51 | 12-18 | 2098 | 1959 |
| 03. | Sale | Same | 1 | | | 1633 | 1990 |
| 04. | Declaration | Same | 1 | 4 | 330-340 | 1307 | 2012 |
| 05. | Sale | Same | 1 | 5 | 2844- 2858 | 2098 | 2012 |
| 06. | General Power of Attorney | Same | 4 | 4 | 2929- 2938 | 02102 | 2012 |
| 07. | Deed of Gift | ARA-I Kolkata | 1 | 9 | 2668- 2679 | 4633 | 2013 |

IN WITNESS WHEREOF the parties hereto have set and subscribed their hands and seal on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by
the **PARTIES** in presence of
WITNESSES:

1. *Sumit Sen*
Advocate

2. *Malay Kay*
100 South Simthee Road
Kot 30

1. *Jaydeep Banerjee*

2. *Animo Banerjee*

3. *Bukanya Lakshmi*

4. *Namita Banerjee*

5. *Sumita Banerjee*

6. *Supriya Chakraborty*

7. *Maheswari Banerjee*

8. *Rama Bhattacharjee*

Drafted by me
Sumit Sen
Advocate
High Court
Calcutta

OWNERS / FIRST PARTY

Radhashree Apartments Pvt. Ltd

Wanda
Director

YOGESH KUMAR RANDAR
DEVELOPER/SECOND PARTY

RECEIVED from the developer a sum of Rs.18,00,000/- (Rupees Eighteen Lakh) only as refundable advance in the following manner.

Cheque No. 352426 dated 24.04.2012 drawn on Rs. 18,00,000/-
The Lakshmi Vilas Bank Ltd. 3, Red Cross Place
Branch.

TOTAL : Rs. 18,00,000/-
=====

(Rupees Eighteen Lakh) only.

WITNESSES:

1. *Sumit Sa*

2. *Malay Singh*

1. *Jaydeep Banerjee*

2. *Animo Banerjee*

3. *Sukanya Sakshi*

4. *Namita Banerjee*

5. *Sumita Banerjee*

6. *Supriya Chakraborty*

7. *Mahasweli Banerjee*

8. *Rama Bhattacharjee*

OWNERS / FIRST PARTY

SPECIMEN FORM FOR TEN FINGER PRINTS



| | | | | | | |
|-------------------------|------------|---------------|-------------|---------------|-------------|---------------|
| <i>Jaydeep Banerjee</i> | LEFT HAND | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
| | RIGHT HAND | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |

Signature _____



| | | | | | | |
|-----------------------|------------|---------------|-------------|---------------|-------------|---------------|
| <i>Aruna Banerjee</i> | LEFT HAND | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
| | RIGHT HAND | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |

Signature _____



| | | | | | | |
|------------------------|------------|---------------|-------------|---------------|-------------|---------------|
| <i>Sukanya Lakshmi</i> | LEFT HAND | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
| | RIGHT HAND | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |

Signature _____



| | | | | | | |
|------------------------|------------|---------------|-------------|---------------|-------------|---------------|
| <i>Namita Banerjee</i> | LEFT HAND | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
| | RIGHT HAND | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |

Signature _____



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

Endorsement For Deed Number : I - 05040 of 2013
(Serial No. 04662 of 2013 and Query No. 1901L000011428 of 2013)

On 15/05/2013

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

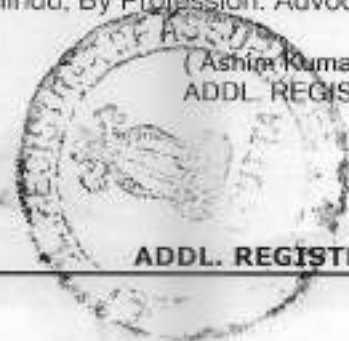
Presented for registration at 18.45 hrs on :15/05/2013, at the Private residence by Jaydeep Banerjea , one of the Executants.

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

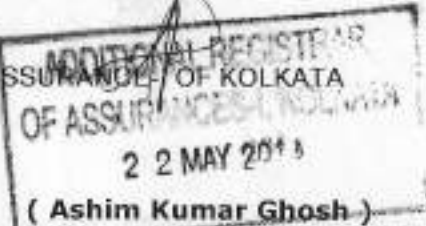
Execution is admitted on 15/05/2013 by

1. Jaydeep Banerjea, son of Lt. Asim Coomer Banerjea , 35 B, Badan Ray Lane, Kolkata, Thana:-Beliaghata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700010, By Caste Hindu, By Profession : Others
2. Anima Banerjea, son of Lt. Asim Coomer Banerjea , 35 B, Badan Ray Lane, Kolkata, Thana:-Beliaghata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700010, By Caste Hindu, By Profession : House wife
3. Sukanya Pakrashi, wife of Subhas Pakrashi , 8/2, Kalitala 1st Lane, Thana:-Rishra, District:-Hooghly, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
4. Namita Banerjee, wife of Lt. Basudeb Banerjee , 35 D, Badan Ray Lane, Kolkata, Thana:-Beliaghata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700010, By Caste Hindu, By Profession : House wife
5. Sumita Banerjee, daughter of Lt. Basudeb Banerjee , 35 D, Badan Ray Lane, Kolkata, Thana:-Beliaghata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700010, By Caste Hindu, By Profession : Others
6. Supriya Chakraborty, wife of Manik Chakraborty , B15/ H/8, Narikel Danga North Road, Kolkata, Thana:-Narikeldanga, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700011, By Caste Hindu, By Profession : House wife
7. Mahasweta Banerjea, wife of Jaydeep Banerjea , 35 B, Badan Ray Lane, Kolkata, Thana:-Beliaghata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700010, By Caste Hindu, By Profession : House wife
8. Rama Bhattacharya, wife of Lt. Nikhilesh Bhattacharya , 35 B, Badan Ray Lane, Kolkata, Thana:-Beliaghata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700010, By Caste Hindu, By Profession : House wife
9. Yogesh Kumar Rander
Director, Radhashree Apartments Pvt. Ltd., 99/1, Narikel Danga Main Road, Kolkata, Thana:-Phool Bagan, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700054.
By Profession : Business

Identified By Sumit Sen, son of ... , High Court, CALCUTTA, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.



(Ashim Kumar Ghosh)
ADDL REGISTRAR OF ASSURANCE OF KOLKATA



(Ashim Kumar Ghosh)

ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

22/05/2013 14:06:00

EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 05040 of 2013
(Serial No. 04662 of 2013 and Query No. 1901L000011428 of 2013)

On 17/05/2013

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.-6,27,45,652/-

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as Impresive Rs.- 5000/-

(Ashim Kumar Ghosh)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

On 22/05/2013

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 Cash

Rs. 19894.00/-, on 22/05/2013

(Under Article : B = 19789/- ,E = 21/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 22/05/2013)

Deficit stamp duty

Deficit stamp duty Rs. 70025/- is paid , by the draft number 158412, Draft Date 22/05/2013, Bank : State Bank of India, SANTOSHPUR, received on 22/05/2013

(Ashim Kumar Ghosh)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



(Ashim Kumar Ghosh)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

22/05/2013 14:06:00

EndorsementPage 2 of 2

SPECIMEN FORM FOR TEN FINGER PRINTS



| | | | | | | |
|------------------------|------------|---------------|-------------|---------------|-------------|---------------|
| <i>Sumita Banerjee</i> | | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
| | LEFT HAND | | | | | |
| | | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| | RIGHT HAND | | | | | |

Signature _____



| | | | | | | |
|----------------------------|------------|---------------|-------------|---------------|-------------|---------------|
| <i>Subrina Chakraborty</i> | | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
| | LEFT HAND | | | | | |
| | | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| | RIGHT HAND | | | | | |

Signature _____



| | | | | | | |
|---------------------------|------------|---------------|-------------|---------------|-------------|---------------|
| <i>Mahaswati Banerjee</i> | | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
| | LEFT HAND | | | | | |
| | | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| | RIGHT HAND | | | | | |

Signature _____



| | | | | | | |
|---------------------------|------------|---------------|-------------|---------------|-------------|---------------|
| <i>Rama Bhattacharjee</i> | | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
| | LEFT HAND | | | | | |
| | | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| | RIGHT HAND | | | | | |

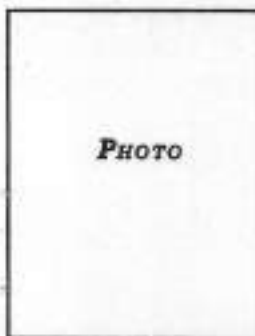
Signature _____

SPECIMEN FORM FOR TEN FINGER PRINTS



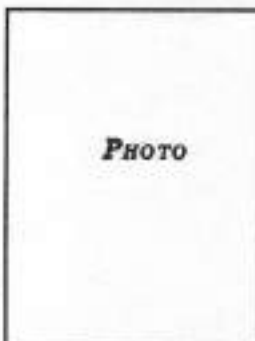
| | | | | | | |
|------------------|------------|---------------|-------------|---------------|-------------|---------------|
| <i>M. Pandar</i> | | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
| | LEFT HAND | | | | | |
| | | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| | RIGHT HAND | | | | | |

Signature _____



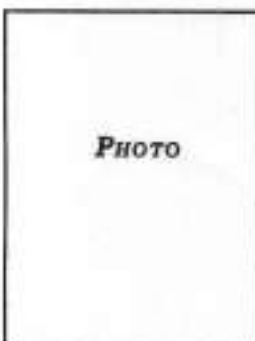
| | | | | | | |
|--|------------|---------------|-------------|---------------|-------------|---------------|
| | | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
| | LEFT HAND | | | | | |
| | | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| | RIGHT HAND |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

Signature _____



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

Signature _____



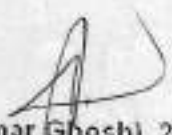
| | | | | | | |
|--|------------|---------------|-------------|---------------|-------------|---------------|
| | | LITTLE FINGER | RING FINGER | MIDDLE FINGER | FORE FINGER | THUMB |
| | LEFT HAND | | | | | |
| | | THUMB | FORE FINGER | MIDDLE FINGER | RING FINGER | LITTLE FINGER |
| | RIGHT HAND |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

Signature _____

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 10
Page from 3756 to 3785
being No 05040 for the year 2013.




(Ashim Kumar Ghosh) 28-May-2013
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal