

12105

VC-3627/12

J 11596/12



पश्चिमबंग पश्चिम बंगाल WEST BENGAL

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

N. 043583

*[Signature]*  
 District Sub-Registrar  
 Alipore, South 24-parganas  
 27.12.2012

**DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** made on this the 21st day of December, 2012 (Two Thousand Twelve) between (1) **CHANDAN CHAKRABORTY**, (2) **KALYAN KANTI CHAKRABORTY**, both sons of Late Pabitalal Chakraborty, (3) **MS. VAISHALI CHAKRABORTY**, a minor under the age of 18 years represented by her father and natural guardian Sri Kalyan Kanti Chakraborty and (4) **JEET CHAKRABORTY**, son of Sri Chandan Chakraborty, all residing at 86, P. Majumdar Road, P.S. - Garfa (Previously Kasba), P.O. Haltu, Kolkata - 700 078, hereinafter referred to as the "**OWNERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

**AND**

**RISHI MULTI PROJECTS PRIVATE LIMITED** an existing company incorporated within the meaning of the Companies Act having its registered office situated at No.82, Sarat Bose Road, Front Block, Kolkata - 700 026, represented by its directors Mr. Vipin Bhimani and Mr. Nitin Bhimani, hereinafter called and referred to as the "**SECOND PARTY/DEVELOPER**" (which term or expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors-in-office and/or assigns) of the **OTHER PART**.

*Jeet Chakraborty*

*Chandan Chakraborty*

**RISHI MULTIPROJECTS PVT.LTD.**

Contd. ...2

**Director**

*[Handwritten signature]*  
 27/12/2012

*For self and guardian of minor Vaishali Chakraborty.*

*Chakraborty*



No. 484 05/12/12 100/-  
Name Subir Kumar Dutta  
Address 18 Moore Avenue  
Vendar VC [Signature] 100/- 33

L. K. DAS  
Licenced Stamp Vendar  
Alipore Criminal Cour

←



veti-7789

RISHI MULTIPROJECTS PVT.LTD.

←  
NITIN BIHARIANI  
Director



veti-7760

RISHI MULTIPROJECTS PVT.LTD.

[Signature]  
Director

[Signature]  
District Sub-Registrar-III  
Alipore, South 24-Parganas  
21 DEC 2012

[Signature]

RISHI MULTIPROJECTS PVT.LTD.

Director



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 23  
Page from 6708 to 6732  
being No 11596 for the year 2012.



(Rajendra Prasad Upadhyay) 27-December-2012  
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS  
Office of the D.S.R. - III SOUTH 24-PARGANAS  
West Bengal  
District Sub-Registrar-III  
Alipore, South 24-Parganas





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

Endorsement For Deed Number : I - 11596 of 2012  
(Serial No. 12105 of 2012)

On

Payment of Fees:

On-21/12/2012

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

Presented for registration at 18.00 hrs on :21/12/2012, at the Private residence by Nitin Bhimani , one of the Claimants.

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

Execution is admitted on 21/12/2012 by

1. Chandan Chakraborty, son of Late Pabitalal Chakraborty , 86, P. Majumder Road, Kolkata, Thana:-Kasba, P.O. :-Haltu ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700078, By Caste Hindu, By Profession : Others
2. Kalyan Kanti Chakraborty, son of Late Pabitalal Chakraborty , 86, P. Majumder Road, Kolkata, Thana:-Kasba, P.O. :-Haltu ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700078, By Caste Hindu, By Profession : Others
3. Jeet Chakraborty, son of Sri Chandan Chakraborty , 86, P. Majumder Road, Kolkata, Thana:-Kasba, P.O. :-Haltu ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700078, By Caste Hindu, By Profession : Others
4. Mr. Vipin Bhimani  
Director, M/s. Rishi Multi Projects ( P ) Ltd., 82, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026.  
, By Profession : Business
5. Mr. Nitin Bhimani  
Director, M/s. Rishi Multi Projects ( P ) Ltd., 82, Sarat Bose Road, Kolkata, Thana:-Bhawanipore, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026.  
, By Profession : Cultivation

Identified By Pradeep Ray, son of Lt. Parimal Ray, Alipore Police Court, Kolkata, Thana:-Alipore, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Hindu, By Profession: Others.

**Executed by guardian**

Execution is admitted by

1. Kalyan Kanti Chakraborty, son of Late Pabitalal Chakraborty , 86, P. Majumder Road, Kolkata, Thana:-Kasba, P.O. :-Haltu ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700078 By Caste Hindu By Profession: Others,as the guardian of minor Ms. Vaishali Chakraborty



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

( Rajendra Prasad Upadhyay )

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

27/12/2012 12:33:00

EndorsementPage 1 of 2





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

Endorsement For Deed Number : I - 11596 of 2012  
(Serial No. 12105 of 2012)

Identified By Pradeep Ray, son of Lt. Parimal Ray, Alipore Police Court, Kolkata, Thana:-Alipore,  
P.O. :- District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Hindu, By  
Profession: Others.

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

On 24/12/2012

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been  
assessed at Rs.-5,01,60,647/-

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

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

On 27/12/2012

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

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

**Payment of Fees:**

Amount By Cash

Rs. 53.00/-, on 27/12/2012

( Under Article : ,E = 21/- ,H = 28/- ,M(b) = 4/- on 27/12/2012 )

**Deficit stamp duty**

Deficit stamp duty

1. Rs. 45000/- is paid, by the draft number 253784, Draft Date 19/12/2012, Bank Name State Bank of  
India, HAZRA ROAD, received on 27/12/2012
2. Rs. 30030/- is paid, by the draft number 253783, Draft Date 19/12/2012, Bank Name State Bank of  
India, HAZRA ROAD, received on 27/12/2012

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

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

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

EndorsementPage 2 of 2

27/12/2012 12:33:00





WHEREAS one Mrs. Srinivas Chakraborty (hereinafter referred to as Late Paternal Chakraborty) during her lifetime was absolutely entitled and possessed of and in possession and enjoyment entitled to ALL THAT land premises No. 45, F. Marudhar Road, H.M.C., premises No. 92, F. Marudhar Road, F.B. Ganga (Previously Kalinga P.O. - Haldia, Kolkata - 78) hereinafter referred to as the said PREMISES, situate in the said District of West Bengal, being all immovables and things;

AND WHEREAS during her term life and her Willing Testamentary and the Testamentary devised several parts of the premises for development, dated 21/01/1998, in respect of the development of 47 acres or less which was included in the schedule heretofore for the development and on the terms and conditions contained and recorded in the said Development Agreement;

AND WHEREAS after execution of the said agreement for development the Developer executed the papers and documents of the "A" Schedule projects and also made some physical development of the property by setting boundaries with the owner and her children Chakraborty considering her old age and critical condition decided to divest her property in her legal heirs as would future disputes and dispute amongst her legal heirs;

AND WHEREAS by a registered Deed of Gift dated 21/01/1998 the said Mrs. Kishori Chakraborty transferred the entire of her right and interest in respect of the said divided and demarcated portion situate in 44 circles 14 streets 25 sq. ft. carved out of the said 47 circles and situate as her husband (1) SRI PARIMAL CHAKRABORTY, (2) SRI TAPAN CHAKRABORTY, (3) SRI CHANDAN CHAKRABORTY, (4) SRI SWAPAN BANERJI CHAKRABORTY, all sons of Late Paternal Chakraborty, (5) SRI ARKYA CHAKRABORTY, son of her elder and natural guardian Sri Kalyan Kanti Chakraborty having the address 2 circles 1 street 20 sq. ft. of ground under the Ownership legal heirs of Mrs. Kishori Chakraborty. The said Deed of Gift was registered in the office of the DRI - III, Alipore, South 24-Parganas, recorded in Book No. 1, Volume No. 54, Page 109 to 108, Being No. 1111 for the year 1998.

AND WHEREAS with a joint Deeds on (1) SRI PARIMAL CHAKRABORTY, (2) SRI TAPAN CHAKRABORTY, (3) SRI CHANDAN CHAKRABORTY, (4) SRI KALYAN KANTI CHAKRABORTY, (5) SRI ARKYA CHAKRABORTY and (6) SRI VISHALI CHAKRABORTY got the said premises situate in 44 circles 14 streets 25 sq. ft. by means of the said deed of Gift and heretofore transferred their names with the consent of the H.M.C., vide Mutation Certificate dated 06/07/2000 and the said premises was duly transferred to Mr. T. P. Mukherjee, Bengal, Kolkata - 78, and also having a postal address No. 45, F. Marudhar Road, Kolkata - 78 (17).

AND WHEREAS said Paternal Chakraborty died on or about 13/01/2001 and at or before his death he made and published his last Will and Testament whereby and whereunto amongst his other legal heirs he gave bequeathed and devised the entirety of his right title and interest in or upon the said premises and situate as her husband Sri Kishori Chakraborty, son of the Chandra Chakraborty, a minor under the age of 18 years represented by her father and natural guardian Sri Chandra Chakraborty.

AND WHEREAS in pursuance of an application for probate having been made to the District Judge, Durgam, at Alipore, Judge Court, South 24 Parganas, in 42 Parganas and certain Judicial Officers in respect of the Will of Late Paternal Chakraborty has been granted on 07 June, 2003, vide No. XXXIX (and No. 203) of 2003 (1).

Copy held by and possession of Mr. T. P. Mukherjee, Kolkata, West Bengal, Chakraborty.

T. P. Mukherjee  
Chandra Chakraborty

Contd. ...

**NEEDS MULTI PROJECTS PVT. LTD.**  
*[Signature]*  
Director



VCTI-7761

Chad. Chakraborty

VCTI-7762

Chakraborty

(KALYAN KANTI CHAKRABORTY)  
For self and guardian of minor  
daughters Vaishali Chakraborty.

VCTI-7763

Jeel Chakraborty.



Sradker Ray  
Sto. Lt. Primal Ray  
Alipore Police Court.  
Vol-27

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

21 DEC 2012

RISHI MULTIPROJECTS PVT. LTD.

Director



AND WHEREAS after demise of late Krishna Chakrabarty and his limited Patnidari Certificate the Ownership of the "A" Schedule premises already been decided upon the Owner herein along with SRI TAPATI CHAKRABORTY and SRI ARUN CHAKRABORTY by virtue of Will and Deed of Gift made by and in favour Krishna Chakrabarty and his limited Patnidari Certificate and hereinafter the Owner herein represents the Developer to prepare an agreement by incorporating these terms as well as other terms of the said property in place of their parties, joint meeting and mutual better respectively terms here in hereinafter the matter and purpose of the said agreement shall now terms and conditions to be incorporated to make the agreement a complete agreement according to the present situation and after thorough discussion both parties agreed with the same.

AND WHEREAS hereafter the Owner and the Developer mutually decided to enter into a Trade Agreement for Development after discussion, modification the terms and conditions of the said Development Agreement dated 21/03/1998 and recorded the same in writing by an Agreement dated 27<sup>th</sup> April, 2000, in respect to their undivided demarcated portion of land comprising 4 Canna, 14 Chitricks, 23 sqft. lying and situated with in the Quarter Serial 24 Parganas, ADH Algon, under P.S. - Garia (Presently Karia), being premises No. 80/1, P. Mahanagar Road (present address 43A, P. Nazimuddin Road, P.O. Hahn, Kollam - 760 078, Sibi Region Office at Agum, under the limit of Ward No. 05 of The Kolkata Municipal Corporation which terms fully and particulars described in the Schedule "A" written hereunder.

AND WHEREAS the parties herein have now mutually decided to enter into this Development Agreement in supersession of the Agreements dated 21/03/1998 and 27<sup>th</sup> 04/2000 and are desirous of recording the same in writing.

AND WHEREAS it has been decided by and between the parties that the herein new agreement to be treated as the final agreement without further dispute and litigation.

AND WHEREAS all acts to be done or performed as per the following terms and conditions.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. The Owner:-

The Owner will mean the legal holder of the land situate enclosed by or referred to the subject or context has been legal representatives, executors, administrators and/or assigns.

2. The Developer:-

The Developer shall mean the person or persons to the subject or context referred to herein and include their respective legal heirs, legal representatives, executors, administrators, assigns and assigns.

3. The said Property:-

The said property shall mean partitioned demarcated 2/2<sup>nd</sup> share of land with structure measuring more or less 44 canna 14 chitricks and 23 square feet, lying and situated with in the Quarter Serial 24 Parganas, ADH Algon, under P.S. - Garia (Presently Karia), being premises No. 80/1, P. Mahanagar Road (present address 43A, P. Shewander Road, P.O. Hahn, Kollam - 760 078, Sibi Region Office at Agum, within the limit of Ward No. 05 of The Kolkata Municipal Corporation, shall be known, numbers, called, designated and/or described fully and particularly in Schedule "A" written hereunder.

Tarun Chakrabarty  
Chandra Chakrabarty

RISHI MULTIPROJECTS PVT.LTD.

Vijay Chandra  
Director

For Self and grandchild of late Krishna Chakrabarty





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

21 DEC 2017

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

21 DEC 2012



14. **Transfer** - which is permitted to be made by way of assignment and shall include the balance of possession of the flat or flats, either in absolute or joint tenancy (whether parties specify) of the building to the Purchaser, limited only insofar as a part of land proposed to be the area of the flat, car and two wheeler parking space and the right to use the common areas in such manner as to be lawful.

15. **Building Area** - shall mean and include the covered area of the flat, external and internal walls and columns, as specified in the Plan to be sanctioned by the Kolkata Municipal Corporation.

16. **Common area/Particulars** shall mean and include corridors, stairs and open areas, ramps, car washings, lift shaft passages, water supply with fixture, electricities, lift and lift landings on all floors, underground and overhead water reservoirs, guard walls, common walls, drains and lift shaft passage of the said building but shall not include the car and two wheeler parking spaces and exclusive open spaces which were fully described in the Schedule "D" hereunder written.

17. **Shall/Deemed** shall mean the common and open and closed the land thereof of the said building.

18. **Common purposes** shall mean and include the purpose of maintaining the said premises and the said building to provide the common parts or the carrying of the common expenses and matters relating to mutual right and obligations of the Purchaser's and the common use and enjoyment thereof.

19. **Undivided share** shall mean and include the respective undivided share and/or interest in the said premises being hereinafter set out and set up and comprised in the said Plan/Line sanctioned by the Developer on behalf of the Purchaser in the said building, which shall always be separate.

20. **Imply** shall, unless plain and very clear, respectively shall include tenants and tax terms.

#### ARTICLE FOURTEEN: REPAIRS/RECONSTRUCTION

1. The Owners have not previously owned and possessed of the 2-19 share of undivided land measuring more or less 44 square, 74 sq. and 33 square feet being portions No. 86/1, P, Municipal Ward special addition 11A, B, Municipal Ward, P.C.S. -Haha, 10-11/11, Sub-Region, Urban in Alipore, within the limits of Ward No. 106 of The Kolkata Municipal Corporation or having such share and portions of land as the K.M.C. and they are competent to deal with the property in any manner whatsoever. The payment of taxes if any will be paid and made by the Developer herein from the date of sanction of the proposed new building plan.

2. The Owners hereby let the title (Share) of the above "A" Schedule property with MR. CHANDU CHAKRABORTY and MR. DEEPA CHAKRABORTY and they have every right, title, interest and claim therein.

*Chandru Chakraborty*  
for self and guardian of minor  
Anupama Chakraborty

**RISH MULTIPROJECTS PVT.LTD.**

*[Signature]*  
**Director**

*[Signature]*

*[Signature]*

*[Signature]*





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

RISHI MULTIPROJECTS PVT.LTD.

21 DEC 2012

Director



1. The Owners herein have delivered herewith the joint and several possession of their undivided 2/5<sup>th</sup> share of the Schedule "A" property to the Developer on execution of this agreement by both and when and the same shall be treated as partial performance of this contract. The Developer here by agreement with whom are the shares and will develop the same in that town and will take into possession of the same "A" Schedule property and complete the project, and here further requires a purchase of their share.

#### ARTICLE II DEVELOPER'S OBLIGATIONS:

1. On execution of this agreement and delivery of the specific vacant possession of their share of the "A" Schedule property by the Owners herein to the Developer and to start construction of his new building thereon with a final right, both shall not be explicitly commercially to use suitable space in the manner as provided herein, subject to the terms and conditions contained herein.

2. Nothing in these provisions shall be construed as a demise or assignment or concession to the Owners of the said property or any part thereof or interest, in respect thereof in favour of the Developer save as herein expressly provided, except the right of Developer to commercially exploit as may be required of suitable space in the new building to meet his need and to deal with the same in the manner hereinafter stated.

#### ARTICLE III CONSIDERATION:

In consideration of the Owners having agreed to grant the Developer an exclusive contract to commercially develop and exploit the said property as provided herein according to the Schedule "C" terms under contract hereto the liberality of suitable space in the new building in favour of the Owners, shall also be entitled to get access into security deposit.

It is hereby agreed by and between the said Owners and Developer that the total consideration against the development of the said undivided 2/5<sup>th</sup> share of the "A" Schedule referred therein is the following nature:

1. The Owners herein shall get the total area remaining vacant in less than 100 sq. ft. super built up area common space, as per plan to be sanctioned by R.M.D. comprising three of the 17<sup>th</sup> and 5<sup>th</sup> floors and 5 covered car parking spaces in the building, which to be used for residential purpose along with the right of common use in the surrounding road and well or connected to the proposed building together with interest free security deposit of Rs. 7,00,000/- (Seven Lakhs only Seven Thousand).

2. The Developer shall be entitled to the remaining vacant space in the new building with super built up area which the Developer shall be entitled to sell, transfer, lease, mortgage, alienate, or use otherwise for business/commercial purpose and/or otherwise deal with as it is deemed fit and proper and it shall be entitled to a sum into an Agreement in this and other commitments with associated party or parties engaged or to be engaged thereof.

*Manabendra*  
The first and guardian of minor  
daughter *Utsavika* *Manabendra*

*Tarun Manabendra*  
*Chandra Manabendra*

RISHI MULTIPROJECTS PVT.LTD.

*Manabendra*  
Director

Executed \_\_\_\_\_





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

21 DEC 2012

কিশি মাল্টিপলিকটস পাল্টেড

Director



1. In consideration of the Developer having agreed to bear the cost of construction of the Owner's allocated portion of plot Schedule "B" herein before recited, the Owner will transfer to the Developer and/or its nominee an easement/undivided proportionate share of the land in conformity with the schedule above to be sold, registered and conveyed to such prospective Purchasers by the Developer as their business or otherwise.

2. The Developer as Attorney of the Owner shall have the liberty to enter into an agreement for sale with the incoming Purchasers in respect of the Developer's share and it required and agreed by them with the registration office having the satisfaction during construction of the new building as the case may be PROCEEDS ATTORNEY that the Owner will have no claim or any part of the consideration or interest thereof payable between the Developer and its nominee in respect of such Developer's share.

#### ARTICLE IV COMMENCEMENT & VALIDITY

1. This agreement shall be deemed to have commenced from the date of signing of these presents and shall remain in force till completion and registration of all lots of Developer's division.

#### ARTICLE V PROCEDURE

1. The Developer will prepare accurate plan for the purpose of construction of the new building as are required under the law and shall deposit the demand issued by the M.C.C. within reasonable time on the date of issue of the demand.

2. The Owner at the cost of the Developer will submit a plan to the M.C.C. for sanction, sanction and submission of plan, all permissions and/or documents.

3. All applications referred to in clauses 1 & 2 above will be made in the name of the Owner and the necessary sanction/permissions and/or clearance shall be obtained in the name of the Owner which shall be obtained by the Developer till the construction of the new building is completed after which it will be handed over to the Association to be formed.

4. Inasmuch as the parties herein have agreed to allocate amongst themselves an area including the proportionate share of common areas and spaces in the new building in the manner hereinafter recited, the Developer shall be entitled to proportionate undivided share and interest in the land comprised in the said property, such proportionate share to be determined as per Schedule "B" and "C" hereunder recited.

5. The said undivided proportionate area of land in the said property shall be deemed to be available to the Developer as and from after the execution of this agreement and the share or parts of same shall be assigned by the Developer being the attorney of the Owner to such person or persons as the parties hereto have agreed by the Developer to their nominee or nominees in the manner provided herein and the Developer as attorney of the Owner shall have the liberty to execute any agreement for sale with the incoming Purchasers of the Developer's share and it assumed the Developer may require the same with the registration office having the satisfaction.

For Christmally

Shashi Chakraborty  
100 1011 and garden space  
Langdon Street, Kolkata

REDE MULTIPROJECTS PVT.LTD.

Director





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

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RISHI MULTIPROJECTS PVT.LTD

Director



4. The Developer shall bear all expenses, obligations, and liabilities necessary and best practicable and reasonable for the Building Plan, including the cost of preparation of the plan, including an entitled plan, together with all other expenses or obligations incident with the right to get a final approved plan.

5. The Owner will tender to the Developer all necessary documents of all necessary permissions, assignments, and/or approvals, approvals, and other required by the Developer and the Owner for the plan, including, but not limited to, all necessary and reasonable such plans, specifications, and other papers and design documents, including required Internal Layout of structure, as may be required by the Developer from time to time at the cost and expense of the Developer.

6. The Owner will give to the Developer and to its authorized employees upon a special or temporary General Power of Attorney that may be required for the purpose of construction of the new building including the power and authority of execution and performance of signature for the use, deed of assignment in favor of the existing purchaser of the Developer's allowed portion.

#### ARTICLE VI INITIATION OF THE DEVELOPMENT PROGRAM

1. At the completion of the new building the Developer shall hold possession of the said property for self subject to terms of the permit mentioned above.

#### ARTICLE VII CONSTRUCTION OF THE NEW BUILDING

1. The Developer shall at no time ever construct the new building as would be approved permitted and be approved by the K.M.C. and/or other competent authorities.

2. The Developer will be authorized by the Owner to apply for and obtain water, sewer, and other allocations of such building, materials available to the Owner for the construction of the new building.

3. The Developer shall be authorized by the Owner to apply for obtaining temporary and/or permanent connections of water, drainage, electricity, and other facilities as required for the new building.

4. All costs and expenses including Architect's fees shall be paid and discharged by the Developer and the Owner shall have no responsibility whatsoever thereof.

#### ARTICLE VIII SPACE ALLOCATION

1. On completion of the new building, the Owner shall be entitled to rent for use of 700 sq. ft. super built area to be allocated on the 2<sup>nd</sup> to 3<sup>rd</sup> floor and 3 covered car parking spaces as particularly mentioned in Article III, Clause 1 hereinafter. Schedule 'B' enclosed herewith.

*Advertisement  
for self and provision of mines  
Landsite Urdahali Chokchok.*

*Prof. Chokchok*

*Chand Chokchok*

RISH MULTIPROJECTS PVT.LTD.

*Nipat Chokchok*  
Director





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

21 DEC 2012

ফিশি মাল্টিপ্রকটস পাল্টা

ডিরেক্টর



2. On completion of construction of the new building the Developer shall be guided by the local laws, as particularly mentioned in Section 11C, clause 3 hereinafter and Schedule 'C' hereunder contained. Provided always that the Developer shall be at liberty to enter into such agreements for sale of the apartments as it would deem fit and proper at any time after completion of the apartment with the prospective Purchaser or Purchasers.

3. The site and space in and around the building shall be the property (with up area) of the building, including the common utility areas therein.

4. The common area of the new building shall be maintained by the association of the Co-Owners / Purchasers of the new building but prior to completion of construction the Developer shall maintain the same with co-operation of the Owners.

ARTICLE 16 (RATH AND TANK)

1. The Owner shall be bound to pay the taxes and other dues, if any, on the existing plot of land on the date of sanction of the building plan to the K.M.C.

2. The Developer shall be liable to pay all taxes and other dues from the date of sanction of the building plan till delivery of the Owners' allotments or till compliance conditions and thereafter the Owners shall pay the tax of their allotments to the Association until and unless it is assessed or assessed by the K.M.C.

ARTICLE 17 (OWNER'S OBLIGATIONS)

1. On completion of the new building and upon submission by the Developer, the Owners herein shall take possession of their allotted flats as detailed in the 'B' Schedule herewith and they will be responsible to pay and bear the proportionate service charges, taxes and all other expenses for the common facilities in the new building.

2. Additional service charges may also be charged for such utility services as may be provided here and there as may be mentioned in clause 1 above.

ARTICLE 18 (OWNER'S OBLIGATIONS)

1. The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance or disturbance in the manner of construction of the new building by the Developer, subject to fulfillment of the terms and conditions as mentioned herein in Schedule 'B'.

2. The Owners hereby apply for sanctioning the loans of the appropriate bank for financial assistance in the aforesaid project.

3. The Owners hereby agreed and covenant with the Developer not to do any act or deed or thing which the Developer may be prevented from selling, assigning and/or disposing of any portion of the flat/plot allotted to them in the new building.

*Chaitanya*  
For left side garden & other  
lengths Vallabh Chaitanya  
For Chaitanya

**FSH MULTIPROJECTS PVT.LTD.**  
*[Signature]*  
**Director**

*Chaitanya Chaitanya*





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RISHI MULTIPROJECTS PVT.LTD.

Director



4. The Owner hereby agree and consent with the Developer not to let out ground lease, mortgage and/or change the said property in any position thereof without the previous written consent of the Developer to its content or substance, nor shall any other act or omission of the Owner be binding.

5. The Owner has given original & Xerox copies of relevant papers of the "A" schedule property to the Developer and the Developer caused all necessary notices to be sent to the site of the Owner and being satisfied with the same has agreed to enter into this Agreement for Development.

#### ARTICLE XII DEVELOPER'S OBLIGATIONS

1. The Developer hereby agree and consent with the Owner to complete the construction of the new building within 48 months from the date of receiving necessary permits to commence work of its nature and further extension of 3 months for final stages. Any work in E.M.C. or any extension beyond the expiry of Developer.

2. The Developer hereby agree and consent with the Owner not to commit or participate in any of the provisions or rules applicable for construction of the new building.

3. The Developer hereby agree and consent with the Owner not to do anything or deal or transact with the Owner and its personnel from exercising, selling, assigning and/or disposing their allocated portion in the new building.

4. The Developer in the event of not being able to complete the construction within the stipulated period or agreement to finish 48 (forty eight) months in this regard (E.M.C) to be changed or provide to the Developer by the Owner for (working delay per month) to complete the building as per specifications and the cost shall be calculated as and delivery of possession of the Owner shall be subject to be completed as per specifications mentioned herein under.

5. The Developer hereby agree and consent with the Owner not to let out, grant lease, mortgage and/or change the said property in respect of the Owner's allocation and shall not carry any financial burden upon the Owner's for the same thereafter.

6. That if the Developer should fail to fulfil the duties and obligations of the present Agreement or fails to complete the project in all respect or fails to hand over the Owner's allocation, in that event the Owner shall have every right to complete the Owner's allocation and to sue the Developer and its staff or agents for its against the Owner's for such acts. The Owner shall not be liable in any manner for delayed or non-compliance of the terms of the building Agreement or breakdown of the Developer's obligation.

Jeeb Mankombady

Chadha Chakraborty

Chandrasekhar

Eso Self and guardian of rights

Laugheer Vallabh Chakraborty

RISH MULTIPROJECTS PVT.LTD

  
Director





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RIGHT MULTIPROJECTS HALLO

Director



## ARTICLE XIII OWNERS' INDEMNITY

The Owner hereby warrants that the Developer shall be entitled to construct and complete the development of the said project and construct the new building and make the allocated space without any interruptions and/or difficulties. The Owner hereby agrees to indemnify the Developer against all allocations, suits, costs, proceedings and claims that may arise in respect of or relating to the Owner's title to the said property. The Developer shall retain the possession of the whole land till expiry of the agreement.

## ARTICLE XIV DEVELOPER'S LIABILITY

1. The Developer hereby undertakes to keep the Owner sufficiently indemnified against all claims and actions demands suits or costs incurred.

2. The Developer hereby undertakes to keep the Owner further indemnified against all actions, suits, costs, proceedings, suits or damages, compensation, if any, or any claim or action made or awarded during construction, if any, and claims that may arise out of the Developer's actions with regard to the development of the said project by way of clause or Title Part.

## ARTICLE XV TITLE CERTAIN

1. The Owner's title shall in respect of the said property shall remain with Developer from the date of signing of this agreement and thereafter the said title shall remain to be in the name of the Association/Society to be formed by the Flat Owners of the new proposed building.

## ARTICLE XVI MISCELLANEOUS

1. The Owner and the Developer have entered into this agreement purely as a contract and nothing possessive herein. Which shall be deemed to be a partnership between them and the Agreement shall be treated as a joint venture or adventure between them and the parties hereto do not constitute a partnership or joint venture.

2. It is understood that from time to time to facilitate the construction of the new building by the Developer, various deeds, plans and things not herein specified, may be required to be done and to be executed by the Developer and for which the Developer may require the authority to be given or made by the Owner's relatives as which specific provisions have not been made herein. The Owner hereby authorizes the Developer to execute and sign all such deed and documents and the Owner also agrees to sign and execute all such deeds and documents in the request of the Developer. The Owner also undertakes to sign and execute all such additional applications and other documents as the case may be, provided that all such acts, deeds, matters and things do not in any way prejudice the right of the Owner and to go against the spirit of this agreement. All acts in this regard are taken by the Developer.

Joshi Chakrabarty

Chakrabarty

Chakrabarty  
Dax 5015 and guardian of minor  
Laxman Vaidik Chakrabarty

RISHI MULTIPROJECTS PVT.LTD.

Director





*[Signature]*  
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Director









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RISHI MULTIRJECTS PVT.LTD

Director



3. Any notice required to be given by the Owners will without prejudice to any other mode of service available, deemed to have been served on the Developer, if delivered by hand or by registered post with acknowledgement due, at the last known address of the Developer recorded with the Owners.

4. Any notice required to be given by the Developer, shall be without prejudice to any other mode of service available, to have been served on the Owner the same to be delivered by hand or by registered post with due acknowledgement.

#### ARTICLE VIII FORCE MAJEURE

The parties hereto shall not consider to be liable for any obligations hereunder to the extent that the performance of the relevant obligations is prevented by the existence of force majeure and such obligation shall be suspended by the duration of the force majeure. In this regard, force majeure shall mean and include flood, earthquake, riot, war, strike, insurrection, civil commotion and/or insurrection.

#### ARTICLE XIX ARBITRATION

All disputes and differences between the parties hereto arising out of the meaning, construction, impact and/or execution of this Agreement or their respective rights and liabilities to per this Agreement shall be adjudicated by reference to the New Arbitration & Conciliation Act 1996 and its statutory modifications and/or treatment thereof.

#### THE SCHEDULE 'W' REFERRED TO THE ABOVE

ALL THAT piece and parcel of undivided 2/3<sup>rd</sup> share of demarcated 44 contains 14 chakcks and 25 square feet of land, defined in the map and bounded as under REED alongside 2000 56 R.T. shed, situated hereto as hereunder - I, lying and situate within the District South 24 Parganas, ADSE Alipore, under PS - Garia (Previously Kasba), being Plot No 86/1, P. Majumdar Road (Vital address 44, P. Majumdar Road, PS. Garia (Previously Kasba), P.O. - Haldi, Kolkata - 700 078, Sub-Registry Office at Alipore, within the limit of Ward No. 106 of The Kolkata Municipal Corporation, Assesment No. 11101106718 bounded and bounded in the following manner:

ON THE NORTH	Premises No. 86, P. Majumdar Road and 75 ft wide passage of Plot No. 86/1 P. Majumdar Rd, and KMC Road
ON THE SOUTH	Premises no. 22, 30 and 18 Unique Park
ON THE EAST	Premises No. 47/B, 47/G & 406 Unique Park
ON THE WEST	Premises No. 43, 41, 39 and 165 Sreeduta Road

RISH MULTIPROJECTS PVT LTD

*[Signature]*

Director

Contd. --- 13

*[Signature]*

*[Signature]*

*[Handwritten note:]* For Self and families P. and daughter's Vastu ceremony





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21 DEC 2017

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### THE SCHEDULE 'B' REFERRED TO THE ABOVE

The Owner/Developer's Administrative charges, including taxes on fees, shall be the area of 1000 sq. m. (approx) built up area, to be allocated on the 1<sup>st</sup> or 2<sup>nd</sup> floor in the new building and 2 ground and parking spaces. The Owner shall get these items for the following purposes, comprising, not at more than for each item:

S.No.	SUPERSTRUCTURE AREA (sq.ft.)	CAR PARK
1st Classroom	210	1
2nd/3rd Classroom	180	1
Assembly Hall/Assembly	224	X (not at Park)
Library Classroom	120	1
<b>Total</b>	<b>734</b>	<b>3</b>

The respective individual Owner's fees shall be in the form of rent or lease fees.

### THE SCHEDULE 'C' REFERRED TO THE ABOVE

The Developer shall be permitted to use remaining available spaces, of the total constructed area in the new building with proper consent from all land and terms and apart from Owner's allocation, which are Developer shall be entitled to sell, transfer, lease, mortgage and/or otherwise deal with, subject to any plan and papers and it shall be voided in event any agreement and unless commitment with any other party, or parties in regard to disposal arrangements with any other party or parties is signed or signed document. The Developer shall make the construction, according to the relative plan, specifications and approvals.

### THE SCHEDULE 'D' REFERRED TO THE ABOVE

1. Common and extra of the said premises and the said building
2. Boundary walls and main gate of the said premises
3. Foot Top of the said building
4. Drainage and sanitary lines and other installations for the same (except cable lines) as are installed within the structure and/or are attached to the structure
5. Sewer installations and lines of the ground floor except of basement (if any) whose systems are installed and connected to sewer and other drainage (excluding cable lines) as are installed within the structure and/or are attached to the structure

Total the Developer  
Shankar Chakraborty

RSB M&T PROJECTS PVT LTD

Vishal Sharma  
Director

For Staff and construction of 1000 sq. m. (approx) built up area, to be allocated on the 1<sup>st</sup> or 2<sup>nd</sup> floor in the new building and 2 ground and parking spaces.





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7. Internal and External loadings, subject to all the design provisions laid in clause 10 above.
8. Water supply system, water supply & sewage, water treatment together with all essential plumbing installations for carriage of waste water from three zones including kitchen and for the use of wet mail in the said building.
9. L.I.D. with V.C.T. and/or other room with all essential accessories.
10. Such other common parts, areas, arrangements, installations, fittings, fixtures and spaces to be shown for all purposes and the said building as are necessary for purpose and use of the building as mentioned in the 1st Clause.
11. Carriage Rooms and common lifts catered to the ground floor.

The specifications of construction of the proposed multi-storied building in steel are specified below.

#### 1. GENERAL

The building shall be R.C.C. framed structure with level walls and columns, unless specified as per design and placed throughout by the Kishan Municipal Corporation.

#### 2. Flooring, Partings

Partings system as an optional floor slab  $2\frac{1}{2}'' \times 2\frac{1}{2}''$  or  $1\frac{1}{2}'' \times 1\frac{1}{2}''$  or  $1\frac{1}{2}'' \times 1\frac{1}{2}''$  mesh size will be provided in flooring in all the rooms of these class and 2" High Slabbing will be of the same material as flooring of the said rooms. In kitchen sink & W.C., coloured Ceramic floor tiles  $(12'' \times 12'')$  of premium quality will be provided and 7" High Dado (in sink & W.C. respectively) and 1" High tile-over existing plastered wall for the kitchen of premium quality coloured glazed ceramic tiles  $(9'' \times 12''$  or  $12'' \times 12'')$  will be provided.

#### 3. Brick Walls

Exterior brick walls shall be 9" thick if not otherwise mentioned in the said plans.

#### 4. Doors

Will be as per the local norms as per K.M.C. approved guidelines.

#### 5. Doors and Windows

5.1. Main Entrance Door: Quality Oak woodwork, 13/16" with wooden panel finish and beveled 3" High Aluminium Door Bolt from inside and telescopic Push Bolt, sliding bolt, 2" x 2" High Lock and Handle from outside will be provided.

5.2. Glass Doors: The ground Floor Doors and so be named) glass, Sliding Bolt from the outside and lock of the 3rd Storey will be provided, Glass Bolts on one side on all the Doors with "Security Locking Lock".

5.3. All other Frames shall be of Galv. Steel.

For the authority  
 Chief Architect

KISHAN MULTIPROJECTS PVT.LTD.

Director

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For the authority  
 Chief Architect  
 Kishan Multiprojects Pvt. Ltd.





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ডিরেক্টর



## 6. PLUMBING &amp; SANITATION GENERAL:-

Inside of the Flat plumbing lines will be of concealed type of TATA G.I. and/or P.V.C. Pipes. Outside the flat Plumbing and sanitation pipes will be of plastic make of premium quality suppliers and fitted as per design/plan approve by the concerned authorities. Underground lines will be of earthenware or plastic pipes of approved quality as approved by the Architect.

## 7. TOILETS &amp; W.C.:-

a) W.C.:- One coloured porcelain European Water Closet i.e. Commode with one Low-Down porcelain Cistern of same colour both of premium make with one hand held Telephone Shower & one Tap. All taps will be CP type premium quality like Marc or Jaguar. One little water heater of make like venus or Bajaj or equivalent would be provided. The porcelain items would be made "Hindustan or E.I.D. or Parryware".

b) One hot and cold mixture with telephone (hand held). One walls fitted Shower and one coloured porcelain Wash Basin along with a tap all taps and mixer will be CP type premium quality like Marc or Jaguar. One little water heater of make like venus or Bajaj or equivalent would be provided. The porcelain items would be made "Hindustan or E.I.D. or Parryware".

## 8. KITCHEN:-

A pre polished Black/Green Granite Platform minimum 2' wide long with the length of the longer wall with stainless Sink with drain board and Suited CP Tap type premium quality like Marc or Jaguar.

## 9. PAINTING/COLOUR/PLASTER OF PARIS:-

All interior walls and ceilings would be finished with plaster of Paris. External walls would be painted with Architectural elevation, door and M.S. portion of the windows of the flat will be painted with two coats Enamel paint of standard make.

## 10. ELECTRICAL:-

All wiring will be of concealed type with premium make materials. Wires of quality FINOLEX or HAVELLS" and only modular switch of quality "CLIPSAL or ROMA" would be provided. Premium quality Miniatures circuit breakers to be provided in the main & subsidiary line.

Three Light Points, One Fan Point and one 5 Amp Plug Point in addition to a 5-cum-15 Amp combined point will be provided in Bed Rooms and in Drawing and Dining Room one additional fan, light and a 5-cum-15 Amp combined point will be provided. A 15 Amp Point in the drawing Room for T.V. will be provided.

One Light Point in Balcony and One Calling Bell Point at the entrance to the said Flat will also be provided.

Jeet Chakraborty

Chanda Chakraborty

RISHI MULTIPROJECTS PVT.LTD.

*Jeetu Chakraborty*

Director

Contd. ....16

For Self and provision of minor  
@ Jeetu Chakraborty  
Nishu Chakraborty.





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পশ্চিমবঙ্গ সরকার

ডায়েরী



Construction using such equipment prices for 2% maintenance would be provided by all land owners and maintained using such equipment prices for 2% maintenance. Cable TV and internet connection facilities shall be provided and to ensure that all such equipment connection for maintainable would be provided by such equipment.

Emergency Backup for equipment 200 hours for use use of the Owners will be provided for 2% maintenance. Maintenance would be provided and installed by the Developer for use of services.

#### 10. TV & TELEPHONE CABLE:

One number of TV point and one telephone point will be provided to each flat.

#### 11. WATER SUPPLY:

Overhead tank will be provided at the top of the main building to get through each of 10 floors and floors with advance equipment of tank.

#### 12. LIFT/ELEVATOR:

Each flat Owner in the building would be of quality brand like OHT or equivalent.

#### 13. CAR PARKING (SPACE):

To be of total covered flat side space type with RCC columns and roof top.

#### 14. SECURITY:

The roof of the building would be electrically secured against water leakage.

Items of equipment like alarm system as mentioned in this agreement to be settled mutually for the benefit of both without hampering the interest of either.

15. SIGNATURES AND AUTHORITY: Both the parties have read and understood their respective liabilities and are to this effect signed and put above signatures.

SIGNED AND DELIVERED by me  
 (Signature of Plaintiff)

Pradyumn Raj,  
 His presence before  
 WIT.

Shri. Chakraborty

(Signature of Defendant)

Shri. Chakraborty

Kolara Road Chakraborty

Shri. Chakraborty

Wardha Chakraborty

S) Pradyumn Raj,  
 R2, Sector 40/28 Road,  
 KATKADA - 700046

(Signature of Defendant) and present position  
 of Finance Fund Chakraborty)

Shri. Chakraborty

for Chakraborty

ROSH MULTIPROJECTS PVT LTD.

Shri. Chakraborty

Director

ROSH MULTIPROJECTS PVT LTD.

SIGNED AND DELIVERED by me  
 (Signature of Plaintiff)

Pradyumn Raj,  
 His presence before  
 WIT.





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দক্ষিণ ২৪ পরগণা জেলা সবি-র কার্যালয়

Director









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RISHI MULTIPROJECTS PVT.LTD

Director



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Finger Prints



Name :- CHANDAN CHAKRABARTY

Signature :- Chandan Chakrabarty

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Name :- KALYAN KANTI CHAKRABARTY

Signature :- Kalyan Kanti Chakrabarty

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Name :- JEET CHAKRABARTY

Signature :- Jeet Chakrabarty





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Name: VIPIN DHIMAN

Signature: *Vipin Dhiman*

THUMB INDEX MIDDLE RING LITTLE



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Name: NITIKA GHIMANI

Signature: *Nitika Ghimani*





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21 DEC 2012



.....  
DATED THIS THE                      DAY OF                      2012  
.....

B E T W E E N

MR. CHANDAN CHAKRABORTY  
MR. JEET CHAKRABORTY  
MR. KALYAN CHAKRABORTY &  
MS. VAISHALI CHAKRABORTY

..... OWNERS/FIRST PARTY

A N D

M/S RISHI MULTIPROJECTS (P) LTD.

..... DEVELOPER/SECOND PARTY



DEVELOPMENT AGREEMENT

Advocate  
MR. D.N. MITRA  
Victor Moses & Co.  
6, Old Post Office Street,  
Kolkata - 1