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

Adi. Dist. Sub-Registrar
Alipore, South 24 Parganas

29 MAY 2013
DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the **28th** day of **May, 2013** (Two Thousand Thirteen) **BETWEEN SRI ASHISH KUMAR ROY** son of- Late Amal Kumar Roy, by faith- Hindu, by occupation- Retired Person, by nationality- Indian, residing at- B-51/1, Narkelbagan, Kamdahari, P.O.- Garia, P.S.- Bansdrani (previously Regent Park), Kolkata- 700084, hereinafter referred to as the **LANDOWNER** (which term or expressions shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, legal representatives, and/or assigns) of the **ONE PART.**

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নাম _____
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গাভঃ স্ট্যান্ডার্ড রড, বইপাস, দর
সোনালপুর, এ. ডি. এস. কার, ও
কোলকাতা - ৭৫০

CAEAR BHATTACHARJEE
Advocate
High Court, Calcutta

- Ishik Kumar Roy



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- Ishik Kumar Roy



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BANGULY HOME SEARCH PRIVATE LIMITED

[Signature]
Director



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Identified by me
Shamun Chanda
S/o, Aantan Chanda
167, Garia St. Rd.
Cal-84
Service

AND

GANGULY HOME SEARCH PRIVATE LIMITED a Company incorporated under the Companies Act, 1956, and having its registered Office at- 167, Garia Station Road, Kolkata- 700084 represented by its Director **SRI AMIT GANGULY** son of- Sri Ranjit Ganguly, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at- 174, Garia Station Road, (near Garia Baroda Prasad High School), Police Station- Sonarpur, Kolkata-700084, herein referred to as the '**DEVELOPER**' (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors in office nominee or nominees and/or assigns) of the **OTHER PART**

WHEREAS the **LANDOWNER** herein is now the absolute owner and seized and possessed of **ALL THAT** land measuring an area of about **1 (one) cottah 9 (nine) chittacks 35 (thirty five) sq. ft.** be the same a little more or less together with a brick built two-storied building standing thereon measuring about 1000 sq. ft. and the said land has been more fully and particularly described in the First Schedule hereunder written.

AND WHEREAS Sri Amal Kumar Roy, son of- Late Benode Behari Roy purchased the land measuring about 3 cottahs 7 chittacks 28 sq. ft. in C.S. Plot No. 428, C.S. Khatian No. 382, Mouza- Kamdahari, J.L. No. 49 from M/s. Ramanath Estate Ltd. and M/s. Calcutta Colonies Ltd. by virtue of a Sale Deed registered on 25.02.1956 from Sub. Registrar, Alipore and recorded in Book No.- I, Volume No. 30, Pages 116 to 125, Being No. 1374, for the year 1956;

AND WHEREAS after the death of Sri Amal Kumar Roy on 31.03.1985 his wife Smt. Santi Rani Roy, 3 (three) sons namely (1) Sri Ashish Kumar Roy, (2) Sri Anjan Kumar Roy, (3) Sri Alok Kumar Roy and 3 (three) daughters namely (1) Smt. Krishna Biswas, wife of- Sri Bharat Bhusan Biswas, (2) Smt. Devika Banerjee, wife of- Sri Mihir Banerjee, (3) Smt. Ruby Chakraborty, wife of- Sri Ashok Chakraborty jointly inherited the afore-stated land and thereafter on



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21.11.1986 all the afore-said 7 (seven) legal heirs of Sri Amal Kumar Roy jointly executed a Deed of Partition in respect of the said land measuring about 3 cottahs 7 chittacks 28 sq. ft. in R.S. Dag No. 428, R.S. Khatian No. 382, Mouza-Kamdahari, J.L. No. 49, the said Deed of Partition was registered District Registrar, Alipore and recorded in Book No.- I, Volume No. 372, Pages 492 to 511, Being No. 18915, for the year 1986, and being the "First Party" and as per "Schedule-A" of the said Deed of Partition Sri Ashish Kumar Roy (the Landowner herein) got the absolute ownership of the First Schedule land as mentioned hereunder;

AND WHEREAS thus Sri Ashish Kumar Roy (the Landowner herein) by virtue of the afore-stated Deed of Partition became the absolute owner of the land measuring about 1 (one) cottah 9 (nine) chittacks 35 (thirty five) sq. ft. be the same a little more or less together with a brick built two-storied building standing thereon measuring about 1000 sq. ft., more fully and particularly described in the First Schedule hereunder written. The said property is free from all sorts of encumbrances.

AND WHEREAS the Developer being desirous of construction of new multi-storied building on the said premises have approached the Landowner herein and the Developer has agreed to develop the said First Schedule premises on the following terms and conditions as stated hereinafter.

AND WHEREAS the Landowner has already executed a Development Agreement dated 12.12.2011 with the Developer herein for construction of multi-storied building complex in respect of his land measuring about 1 (one) cottah 9 (nine) chittacks 35 (thirty five) sq. ft. after demolishing the existing brick built two-storied building standing thereon measuring about 1000 sq. ft.,

AND WHEREAS after mutual understanding the Parties herein have agreed to register this instrument/agreement for betterment of the said development proceedings on the said First Schedule premises.



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The terms and conditions that were part of the aforesaid agreement remains unchanged and becomes an integral part of the present agreement which are reproduced in subsequent paragraphs.

NOW THIS AGREEMENT reproduces the terms and conditions existing in the agreement dated 12.12.2011 and putting an addendum /comment on the points which have been already been executed or under execution against the agreement dated 12.12.2011 WITNESSETH and it is hereby agreed by and between the parties hereto, as earlier done as follows:-

ARTICLE - I - DEFINITION

In this Developers Agreement unless it be contrary or repugnant to the context the following words shall have the following meaning:-

1.1 **LANDOWNER** : Shall mean **SRI ASHISH KUMAR ROY** son of- Late Amal Kumar Roy, by faith- Hindu, by occupation- Retired Person, by nationality- Indian, residing at- B-51/1, Narkelbagan, Kamdahari, P.O.- Garia, P.S.- Banskroni (previously Regent Park), Kolkata- 700084,

DEVELOPER : shall mean **GANGULY HOME SEARCH PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956, and having its registered Office at- 167, Garia Station Road, Kolkata- 700084 represented by its Director **SRI AMIT GANGULY** son of- Sri Ranjit Ganguly, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at- 174, Garia Station Road, (near Garia Baroda Prasad High School), Police Station- Sonarpur, Kolkata-700084.

1.3 **SAID PREMISES** shall mean the land total measuring about **1 (one) cottah 9 (nine) chittacks 35 (thirty five) sq ft.** be the same a little more or less together with a brick built two-storied building standing thereon measuring about 1000 sq. ft. in R.S. Dag No. 428, R.S. Khatian No. 382, Mouza- Kamdahari, J.L. No. 49, Premises No.- **127, Narkel**



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Bagan, Police Station- Bansdroni (previously Regent Park), under Ward No.- 111 of Kolkata Municipal Corporation, Assessee No. 31-111-15-0127 within the District- 24 Parganas (South), morefully particularly described in the **FIRST SCHEDULE** hereunder written.

- 1.4 **NEW BUILDING** shall mean the new building to be constructed on the said premises with the maximum floor area Ratio (FAR) available or permissible under the Kolkata Municipal Corporation New Building Rules and Regulations and for the time being prevailing as per the plan to be sanctioned by the Kolkata Municipal Corporation Building Department.
- 1.5 **UNIT/FLATS** shall mean the constructed area and/or spaces in the building or buildings intends to be built and/or constructed area capable of being occupied and enjoyed independently at the building or buildings to be constructed at the said premises.
- 1.6 **SUPER BUILT-UP AREA** shall mean the total constructed area which will include corridors, staircases, passage gateway, walls, water tanks, lobby reservoirs, pump room, meter room, caretaker room together of the walls and such other areas used for accommodating common services to the New Building or Buildings to be constructed at the said premises.
- 1.7 **CARPET AREA** shall mean the actual usable area which the flat owner gets to use.
- 1.8 **THE PLAN:** shall mean and include the plan or plans, revised plans, elevations, designs, drawings and specifications of the New Building or Buildings as shall be sanctioned by the Kolkata Municipal Corporation, Building Department in accordance with law.
- 1.9 **LANDOWNER'S ALLOCATION:-** All That flat area of 1200 sq. ft. super built up area and one car parking space same in area as allocated to other owners of flats (in common basement, lobby or any other area



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which is acceptable to the landowner and which is covered, located in area within the premises and where all other car parking slots of the other flat owners of the project are located) of out of the total sanction area of the flat and car parking spaces, on the first floor of the building, separated by a temporary partition of aluminium sliding doors (both sides sliding) in a proportion of 750 sq ft and 450 sq ft approximately (in such a manner that two families can cohabit as separate entities) as per the Building plan or plans to be sanctioned by the Kolkata Municipal Corporation, Building Department for the proposed construction at the said First Schedule premises together with roof and the common facilities to be allocated to the Landowner which shall absolutely belong to the Developer and the Landowner jointly in proportion to their sharing ratios, morefully and particularly described in **SECOND SCHEDULE** hereunder written AND Rs. 15,00,000/- being paid by the Developer to the Landowner with details, morefully mentioned in clause 6.1 with heading "Consideration" .

- 1.10 **DEVELOPER'S ALLOCATION**: shall mean and include the **remaining flats and car parking spaces** out of the total sanction area of the flat and car parking spaces as per Building sanctioned Plan for the new building or buildings together with roof and the common facilities which shall absolutely belongs to the Developer after providing for the Landowner's Allocation to the Landowner as aforesaid under this Developers Agreement morefully and particularly described in **THIRD SCHEDULE** hereunder written.
- 1.11 **COMMON EASEMENT** shall mean the easements and quasi easements rights privileges space for the reasonable enjoyment and occupation of such units and shall also include the reciprocal easement quasi easements, obligations and duties of like nature of the other units in the said buildings or building in or upon



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such unit or on part thereof, morefully and particularly described in the **FIFTH SCHEDULE** hereunder written.

- 1.12 **COMMON EXPENSES** shall mean the proportionate share of the costs, charges and expenses for working maintenances, upkeepment, repairs and replacement of the common amenities, common easement common conveniences including the proportionate share of the Kolkata Municipal Corporation Tax, property tax and other statutory taxes and impositions levied in relation to or connected with the said building, buildings and the said premises and land so long separate apportionment is not made in respect of the respective buyer, and/or occupier morefully and particularly described in the **SIXTH SCHEDULE** hereunder written.
- 1.13 **TAX LIABILITIES**: The Landowner shall liable to pay the arrear dues to Kolkata Municipal Corporation & other statutory tax liability in respect of selling the flats and commercial spaces and car parking spaces under Landowner Allocation.
- 1.14 **TRANSFER**: with its grammatical variations shall include transfer by possession and by any other means adopted for affecting what is understood as a transfer for space in a multi-storied building to purchaser thereof although the same may not amount to a transfer in law.
- 1.15 **TRANSFEEE** - shall mean a person, persons firm limited company, Association of persons to whom any space and/or unit in the building or buildings to be constructed at the said premises has been transferred.

ARTICLE - II - COMMENCEMENT

THIS DEVELOPERS AGREEMENT shall be deemed to have been commenced on and with effect from the date of this execution.



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ARTICLE - III**LANDOWNER RIGHTS & REPRESENTATIONS**

- 3.1 The Landowner is absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the entirety of the said premises morefully particularly described in the **FIRST SCHEDULE** hereunder written,
- 3.2 Except the Landowner and his legal heirs and successors, no other person or persons have any claim or interest and/or demand over and in respect of the said premises and/or any portion thereof.
- 3.3 The Landowner is fully competent to enter into this Developers Agreement.
- 3.4 Developer has conducted a reasonable and thorough search that everything including tenancy, documents, encumbrances, charges liens, lispendences, attachment, trusts, acquisition, requisitions whatsoever or howsoever, presence of Temple, Mosque, debottor or burial ground, excesses vacant land at the said premises with the meaning of the West Bengal Urban Land (Ceiling and Regulations) Act, 1976 and subsequent Amendment thereto on the said premises for undertaking the joint venture agreement are in order. Landowner is indemnified by Developer in the above respects.

ARTICLE IV**(DEVELOPER'S RIGHT)**

- 4.1 The Landowner hereby grants subjects to what have herein been provided, an exclusive right to the Developer to build upon and to commercially exploit the said premises and construct the New Building or Building on the said premises in accordance with the Building plan or plans to be sanctioned by the Kolkata Municipal Corporation, Building Department.



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- 4.2 All application, Building plans and others papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be sign by the Landowner and submitted by the Developer on behalf of the Landowner at Developer's own costs and expenses for sanction of the Building plan. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the Kolkata Municipal Corporation and other authorities shall be borne and met by the Developer PROVIDED HOWEVER that the Developer shall be exclusively entitled to all refunds from above mentioned authorities or any or all payments and/or deposit made by the Developer in connection therewith.

ARTICLE -V-TITLE DEEDS

5. Simultaneously with the delivery of possession of the said premises to the Developer the Landowner shall also deliver to the Developer all the Xerox copies of the documents of title in his possession relating to the said premises which the Developer shall be entitled to keep until all acts, deeds and things hereunder are done by the Landowner and the Landowner shall produce the original copies of the same before the appropriate authority as and when required by the Developer and/or its nominee or nominees being the purchaser of the several residential flats/constructed spaces forming part of the Developers Allocation and also for sanctioning plan from the Kolkata Municipal Corporation and for smooth running of the construction work of the proposed building.



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ARTICLE -VI-CONSIDERATION

In consideration of the Landowner allowing the Developer to commercially exploit the said premises, the Developer shall allocate Landowner's allocation which will mean and include flat area of 1200 sq. ft. super built up area on the first floor of the building and one car parking space out of the total sanction area of the flat and car parking spaces, as per the Building plan or plans in the proposed New Building or Buildings to be constructed at the said First Schedule premises hereinbefore, which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written. In addition to the above allocation, the Developer will pay the Landowner a sum of Rs. 15,00,000/- (Rupees Fifteen Lakh) **by Demand Draft** of under-mentioned persons in the following manner:

- i) Rs. 7,00,000/- at the time of signing of the previously executed Agreement dated 12th December 2011, out of which Rs. 4,00,000/- in the name of Landowner Sri Ashish Kumar Roy and Rs. 3,00,000/- in the name of Sri Gaurab Ray, son of- Sri Ashish Kumar Roy
- ii) Rs. 5,00,000/- at the time of shifting of the Landowner (the Landowner has already shifted himself from the First Schedule premises and handed over the vacant possession to the Developer herein) out of which Rs..2,00,000/- in the name of Landowner Sri Ashish Kumar Roy and Rs. 3,00,000/- in the name of Sri Gaurab Ray, son of- Sri Ashish Kumar Roy.
- iii) Balance Rs. 3,00,000/- remains unpaid which will be paid at the time of handing over the possession of the Landowner's allocations but not later than 29 (twenty nine) months from the date of signing of this Agreement (i.e. 11.10.2015), out of which Rs. 1,00,000/- in the name of Landowner Sri Ashish Kumar Roy



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and Rs. 2,00,000/- in the name of Sri Gaurab Ray, son of- Sri Ashish Kumar Roy.

In case of demise of any recipient of Landowner's allocation and monetary payments, the recipient ship of Landowner's allocation and the monetary payments will get transferred in the following order:

- a) In case of recipient being Sri Ashish Kumar Roy, in case of his demise, the recipient ship will get transferred to Smt. Kabita Roy, w/o. Sri Ashish Kumar Roy, Gaurab Ray, s/o. Sri Ashish Kumar Roy, Pritha Ray, daughter-in-law of Sri Ashish Kumar Roy, Mast. Abhinava Ray (minor), grandson of Sri Ashish Kumar Roy, in that order.
- b) In case of recipient being Sri Gaurab Ray, in case of his demise, the recipient ship will get transferred to Pritha Ray, daughter-in-law of Sri Ashish Kumar Roy (w/o. Sri Gaurab Ray), Mast. Abhinava Ray (minor), grandson of Sri Ashish Kumar Roy (s/o. Sri Gaurab Ray), Sri Ashish Kumar Roy (Landowner), Smt. Kabita Roy w/o. Sri Ashish Kumar Roy, in that order.

ARTICLE -VII-PROCEDURE

- 7.1 The Landowner will execute a registered General Power of Attorney in favour of the Developer for the purpose of obtaining necessary permission and/sanction from different authorities in connection with the development of the said First Schedule premises and also for pursuing up the matter with the Kolkata Municipal Corporation and other statutory authorities.

ARTICLE -VIII-SPACE ALLOCATION

- 8.1 Upon finalisation of the Building Plan for construction of the New building or buildings at the said premises, the Landowner and Developer will choose flats, to comprise in the Landowner's allocation as stated hereinabove which shall be as per the



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SECOND SCHEDULE hereunder written and the balance of the constructed area shall belong to the share of the Developer in consideration of its having constructed the said new Building or Buildings at the said premises at his own costs and expenses. Be it further clearly mentioned that the choice of the Landowner's Allocation will be 50% at the choice of the Landowner and rest 50% at the choice of the Developer meeting the details as given in first Schedule and this choice should be in a reciprocal manner starting first from the Landowner, which will be specified by the Landowner and the Developer by a Supplementary Agreement executed between them within 30 days of obtaining sanction plan from Kolkata Municipal Corporation.

- 8.2 The Developer shall on completion of the New Building or Buildings, put the Landowner in undisputed possession of the Land Owner's allocation together with all rights in common in the portions and common amenities and facilities along with all easement and quasi easements rights within 29 (twenty nine) months from the date of signing of this Agreement.
- 8.3 Subject as aforesaid, the common portion of the said New Building or Buildings and the open spaces including the roof shall jointly belong to the Developer and the Landowner in proportion to their sharing ratios.
- 8.4 The Landowner shall be entitled to an exclusive right to transfer or otherwise deal with his allocation in the new Building or buildings at their own choice.
- 8.5 The Developer shall subject to the provisions herein contained be exclusively entitled to the Developer's Allocation in the New Building or buildings with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest whatsoever therein of the owner's and the owner's shall not in any way interference with or disturb the quiet and peaceful



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possession of the Developer's Allocation subject to the delivery of the peaceful possession of the Landowner Allocation to the Landowner.

- 8.6 Similarly the owner's shall be entitled to transfer or otherwise deal with or dispose of the owner's allocation without any interference from the Developer.

ARTICLE- IX - BUILDING

- 9.1 The Developer shall at its own costs, construct, erect and complete the entire building or buildings in all respect at the said premises in accordance with the Building Plan with good and standard quality materials as may be specified by the Architects from time to time. However, the Developer shall be obliged at its own costs, to construct, erect and complete the portion of the Land Owner's allocation in the New Building or Buildings at the said premises with good and standard materials as specified in the **FOURTH SCHEDULE** hereunder written.
- 9.2 The Landowner and his authorised persons shall be entitled to inspect the work of construction of his allocation during the construction of the said proposed. New Building or Buildings of the said premises.
- 9.3 The quality of the materials to be used by the Developer in construction of the New Building or buildings shall be certified by the Architect from time to time and unless the same is certified the Developer would not use the said materials.
- 9.4 Subject as aforesaid the decision of the Developer regarding the quality of the materials and the specification as stated in the **FOURTH SCHEDULE** hereunder shall be final and binding upon the parties hereto.



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- 9.5 The Developer shall at its own costs and expenses and without creating any financial or other liability on the Landowner construct and complete the said New Building or Buildings and various units and/or apartments commercial spaces therein in accordance with the sanctioned plan or any amendment thereto or modification thereof made or cause to be made by the Developer **PROVIDED HOWEVER** no alteration modification or deviation shall be made in the proposed construction without the consent of the Landowner in writing.
- 9.6 All costs, charges and expenses, including Architect's fees or any damage, loss caused owing to negligence carelessness and/or any other reason during the construction or erection of the new building or buildings at the said premises shall be discharged by the Developer and the Landowner shall bear no responsibility in this context.

ARTICLE -X COMMON FACILITIES

- 10.1 The Developer shall pay and bear all the arrear dues of corporation taxes, water taxes in respect of the said premises till the date of delivery of possession of the owner's Allocation as stated herein in the new building or buildings and thereafter the Developer and/or its nominee or transferees shall bear such taxes, fees etc. in respect of the Developer's Allocation only.
- As soon as the new building or buildings is/are completed the Developer shall give notice to the Landowner requiring the Landowner to take possession of his Allocation in the building or buildings and if there be no dispute regarding the completion of the building in terms of this Agreement and according to the specifications as stated in **FOURTH SCHEDULE** hereunder and as per the sanction plan and the certificate of the Architect being



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produced to that effect and a Completion Certificate issued by KMC, then after 15 (fifteen) days from the date of service of such a notice and at all times thereafter, the Landowner shall be exclusively responsible for payment of all municipal taxes from the date of delivery of possession of the said Landowner allocation, payable in respect of the said Landowner allocation by the Landowner.

10.2 As and from the date of service of notice of possession of the Landowner allocation in the New building, the Landowner shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate service charges in respect of the new building or buildings @ Rs. 2/- per sq. ft. or a consolidated amount of Rs. 2400/- per month in respect of the Landowner's allocation, the said charges to include proportionate share of premium for the insurance of the building or buildings, water, fire and scavenging charges and taxes, light, sanitation, lift maintenance, operation, renovation, replacement, repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building or buildings and of all common wiring, pipes, electrical and mechanical equipments, switch gear, transformer, generators, pumps, motors and other electrical and mechanical installations, appliances and equipments, stairways, corridors, halls, passage ways, gardens, pathways and other common facilities whatsoever as may be mutually agreed upon from time to time morefully particularly described in **SIXTH SCHEDULE** hereunder written.

10.3 The Landowner shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building or buildings at the said premises for this



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purpose the Landowner keeps the developer saved, harmless and indemnified.

- 10.4 The Developer shall build a new building or buildings together with all rights in common in the common portions and common amenities and facilities which are more fully described in the **SEVENTH SCHEDULE** hereunder written. The Developer shall upon completion of the new building or buildings put the owner in undisputed possession of the owner's useable Allocation together with all rights in common facilities as stated herein.

ARTICLE XI - COMMON RESTRICTIONS

- 11.1 The Land Owner's Allocation in the new building or buildings at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new building intended for the common benefits of all occupiers of the new building or buildings.
- 11.2 The owners shall not use or permit to use the owner's allocation/Developer's Allocation in the new building or buildings or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building or buildings.
- 11.3 Neither party shall demolish or permit demolition of any wall or other permanent structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent and/or permission from appropriate authorities.
- 11.4 The parties shall abide by all laws, Bye-laws, Rules and Regulations of the Government, Local Bodies statutory authorities as the case may be and shall attend to answer and be responsible



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for any deviation violation and/or breach of any of the said laws, Bye laws, Rules and Regulations.

- 11.5 The respective allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building or buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any other space or accommodation therein and shall keep other occupiers of the building indemnified from an against the consequences of any breach.
- 11.6 The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any in insurance of the new building or buildings or any part thereof and shall keep the Developer and other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
- 11.7 No goods or other items/materials shall be kept by the Landowner or by the Developer for display or otherwise in the corridors or other places of the common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building or buildings and in case any such hindrance is caused the Developer or the Executor, as the case may be shall entitled to remove the same at the risk and cost of the other.
- 11.8 Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the new building or buildings or in the compounds corridors or any other portion or portions of the new building or buildings.



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11.9 The Landowner shall permit the Developer and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon the owner's allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of repairing maintaining re-building cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains, gas and water pipes and electric wires and for any similar purposes.

ARTICLE XII - OBLIGATIONS OF THE LANDOWNER

- 12.1 The Landowner hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the new building or buildings at the said First Schedule premises by the Developer, but the Landowner shall have the right to supervise the construction of the new building or buildings at the said premises personally.
- 12.2 The owner hereby agrees and covenants with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the Developer's Allocation in the new building or buildings or at the said premises subject to the delivery of the undisputed possession of the Landowner allocation to the owner's by the Developer's within specific period.
- 12.3 The Landowner hereby agrees and covenants with the Developer to pay municipal rates, taxes on and from the date of delivery of the possession of the Landowner's allocation to the Landowner by the Developer.
- 12.4 The owner shall cause to be joined such person or persons as Vendor as may be required by the Developer in the Agreements



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- and/or sale deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the intending purchasers.
- 12.5 The Landowner shall actively render at all times all co-operation and assistance to the Developer in construction and completion of the proposed building or buildings and for effectuating the sale and/or transfer envisaged hereunder.
- 12.6 Upon the Developer's constructing and delivering possession to the Landowner of the owner's allocation, the Landowner shall hold the same terms and conditions and restrictions as regard the user and maintenance of the buildings as the other flats purchasers of the buildings.
- 12.7 The Developer has the right to amalgamate the First Schedule property with the adjacent property for making the building projects more perfect but the Landowner will not get any extra advantage for such amalgamation.
- 12.8 The Developer will surrender the present electric residential meter of the Landowner and will retain the security deposit available from the WBSEDCL for such deposit and in lieu of that, the Developer will not charge from the Landowner for the new electric meter.

ARTICLE XIII- OBLIGATIONS OF THE DEVELOPER

- 13.1 The Developer hereby agrees and covenants with the Landowner to complete the construction delivery of the possession of the Landowner allocation to the Landowner of the new building or buildings at the said First Schedule premises in terms of the sanction plan within 29 (twenty nine) months from the date of signing of this Agreement. **Time is the essence of this contract.**
- 13.2 In case the Developer's project is neglected, delayed or otherwise fails, due to breach of contract and default within the time limit stipulated in the agreement, the Developer shall be liable to



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compensate the Landowner at the rate of Rs. 5000/- per month. If the Developer fails to hand over the landowner's allocation after 50 (fifty) months, due to delay, negligence or failure of the project, the Developer will immediately provide ownership (within 1 month of the expiry of 50 months) of an identical flat in an identical project of the same group or otherwise in the vicinity of the project site and the registration cost borne by the Developer.

- 13.3 The Developer hereby agrees and covenants with the Landowner not to violate or contravene any of the provisions of Rules applicable for construction of the new building or buildings at the said premises.
- 13.4 The Developer hereby agrees and covenants with the Landowner not to do any act deed or thing whereby the owner is prevented from enjoying selling, assigning and/or disposing of any of the owner's allocation in the new building or buildings at the said premises.
- 13.5 The Developer hereby agrees and covenants with the Landowner that Developer shall bear and pay the all municipal corporation and statutory rates, taxes and other dues and outgoing in respect of the said premises without any objection.
- 13.6 The Developer hereby agrees and covenants with the Landowner not to transfer and/or assign the benefits of this agreement or any portion thereof.
- 13.7 The Developer will provide alternative mutually acceptable accommodation (two separate units), to the afore-mentioned Landowner, in the vicinity of the project site (within 0.2 km of the project site) during the construction period. The packaging & moving charges to the alternative accommodation/s and back to the project site after hand over and also if any shifting occurs on request of Developer (though preferably there should not be any



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such interim shifting) in the period of alternative accommodation will also be borne by the Developer. The rent can be paid directly to the landlord of shifting premises or can be paid to the aforementioned Landowner to be paid to the landlord of the rented premises. No harassment by land lord of the rented premises due to non payment/non-timely payment of rent will be acceptable to the landowner. In case of delay in hand over the landowner's allocation, then same alternative accommodation will continue till peaceful handover along with compensation as mentioned elsewhere in the contract for delay in hand over. Maintenance charges for the interim accommodation flat/ house if demanded by any landlord of alternate accommodation will not be borne by the Landowner and will be the responsibility of the Developer.

ARTICLE XIV - LAND OWNER'S INDEMNITY

- 14.1 The Landowner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfils all the terms and conditions herein contained and/or its part to be observed and performed.
- 14.2 The Landowner hereby undertakes to keep the Developer indemnified against all third party claims and action against the said premises in respect of the owner's allocation at the said premises, on and from the date of delivery of the possession of the Landowner allocation to the Landowner by the Developer.

ARTICLE XV-DEVELOPERS INDEMNITY

- 15.1 The Developer hereby undertakes to keep the Landowner indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relating to



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or arising out of the construction of the said building or buildings at the said premises.

- 15.2 The Developer hereby undertakes to keep the Landowner indemnified against all actions suits, costs, proceedings and claims that may arise out of the Developer's allocation with regard to the development of the said premises and/or in the matter of construction of the said building or buildings at the said premises and/or for any defect thereon and/or for dealing with the Developer's allocation as well as the owners share.

ARTICLE XVI-MISCELLANEOUS

- 16.1 It is understood that from time to time facilitate the construction of the new building or buildings at the said premises by the Developer various deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner relating to which specific provisions may not have been mentioned herein, and the Landowner hereby undertakes to co-operate with the Developer and to do all such acts, deeds, matters and things as may be reasonably required to be done in the matter and the Landowner shall execute to sign all such additional applications and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe on the right of the owner and/or go against the spirit of this Agreement. It will be the responsibility of the Developer to check before signing of agreement whether all documents for undertaking the join venture agreement are in order.



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- 16.2 The Developer shall frame scheme for the management and administration of the said building or buildings at the said premises and/or common parts thereof till the same is handed over to Association/Society comprised of representation from Flat Owners. The Landowner and the co-Landowner/flat-owner hereby agree to abide by all the Rules and Regulations of such Management / Association / Society or any other such entity and hereby give his consent to abide by the same.
- 16.3 As and from the date of completion of the new building or buildings, the Developer and/or its transferees and the Landowner and/or his transferees shall each be liable to pay and bear proportionate charges on account of Wealth Tax, Service Tax and other taxes payable in respect of their allocation.
- 16.4 The entire roof/terrace of the building shall belong to the Landowner and the Developer in their area sharing proportions if by virtue of any change in, the Kolkata Municipal Corporation allows any further construction to be made on the said terrace, such construction shall be made by the Developer at its own costs and expenses and the Landowner will not claim any extra area for such sanction. No construction will be made on Landowner's Allocation of the roof / terrace which will be pre determined in the supplementary agreement. If any construction is allowed by Landowner to Developer to be made on such allocation, then a separate portion will be allocated in lieu that has to be acceptance to the Landowner.
- 16.5 The Developer shall not part with possession of any portion of the Developer's Allocation to any of its transferees until and unless the Developer shall make over possession of the owner's Allocation and comply with all other obligations of the Developer to the Landowner.



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- 16.6 That the new building or buildings to be constructed on the said premises shall be known as ".....".

ARTICLE XVII- FORCE MAJURE

- 17.1 The clauses herein shall not be treated as default and the Developer's obligations and covenants will be suitably extended under the Force-Majeure clause. "Force-Majure" shall include natural calamities, Act of God, flood, Tidal waves, earthquake, riot, war, storm, tempest, fire, civil-commotion or air-raid, strikes (including by contractor/construction agencies) excluding pay/labour compensation disputes, lock out, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or changes in any Municipal or other rules, laws or policies effecting or likely to affect the project or any part or portion thereof, any claim or disputes or clouds relating to or concerning the owners right, title, interest of the said First Schedule land including the statutory department such as BLLRO, ULC, Municipality etc. shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Parties herein.

ARTICLE XVIII- JURISDICTION

- 18 The High Court at Calcutta and Courts sub-ordinate thereto shall exclusively have jurisdiction to entertain try and determine all actions, suits, and proceedings arising out of these presents between the parties hereto.

ARTICLE XIX- ARBITRATION

- 19 All disputes and differences by and between the parties hereto regarding the constructions or interpretation of any of the terms



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and conditions herein contained or touching these presents and/or the subject property or determination of any liability shall be referred to Arbitration according to The Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being in force and the award made in the same shall be final and binding on the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of the land measuring an area of **1 (one) cottah 9 (nine) chittacks 35 (thirty five) sq. ft.** be the same a little more or less together with a brick built two-storied building standing thereon measuring about 1000 sq. ft. in R.S. Dag No. 428, R.S. Khatian No. 382, Mouza-Kamdahari, J.L. No. 49, Premises No.- **127, Narkel Bagan**, Police Station-Bansdrone (previously Regent Park), under Ward No.- 111 of Kolkata Municipal Corporation, Assessee No. 31-111-15-0127 within the District- 24 Parganas (South). The said land and the building is butted and bounded as follows :

ON THE NORTH : By B-53, Narkelbagan (Disha Apartment);
 ON THE SOUTH : By Land & House of Sri Alok Roy (51, Narkelbagan);
 ON THE EAST : By Narkelbagan Road;
 ON THE WEST : By Premises No. 71, Narkelbagan;

THE SECOND SCHEDULE ABOVE REFERRED TO

(LANDOWNER'S ALLOCATION)

ALL THAT the flat of 1200 sq. ft. super-built up area and car parking space out of the total sanction area of the flat and car parking spaces, on the first floor and front side of the building, together with all easement and quasi-easement rights and liberties along with all undivided undemarcated impartiable proportionate share of land and land underneath the building including all common amenities and facilities as per the Building plan or plans to be sanctioned by the Kolkata Municipal Corporation, Building Department for the proposed New



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Building or Buildings to be constructed at the said First Schedule premises, separated in a proportion of 750 sq ft and 450 sq ft approximately in such a manner that two families can cohabit as separate entities. AND payment of Rs.15,00,000/- with details mentioned in clause 6.1 with heading "Consideration". Super-built up Flat area of 1200 sq ft will be separated by the Developer by temporary modular partition of aluminium sliding doors from the common dining room in a proportion of 750 sq. ft. and 450 sq. ft. approximately in such a manner that two families can cohabit as separate entities. 1200 sq. ft. super built up area will have in totality 3 bedrooms, 1 big dining room, 3 toilets (1 western, 2 anglo-western) 1 kitchen, 1 pantry and 2 balcony (1 big and 1 small). Architectural design will be such that:-

(a) 2 bedrooms, 1 kitchen, 1 western and 1 anglo-western toilet, 1 balcony (reasonably big) and 65 % % of the dining room, 1 entrance main door constituting 750 sq. ft. and can be used independently by one entity and

(b) 1 bedroom, 1 pantry, 1 anglo-western toilet and 35% of the dining room, 1 balcony (medium) constituting 450 sq. ft. another entrance main door and provision for sub-meter, so that it can be used independently by the other entity. The room sizes of the cohabiting units will be in proportion to the above mentioned separating percentages (750/1200: 450/1200). Car Parking will be same in area as allocated to other owners of flats, in common basement, lobby or any other area which is acceptable to the landowner and which is covered, located in area within the premises and where all other car parking slots of the other flat owners of the project are located.

THE THIRD SCHEDULE ABOVE REFERRED TO

(DEVELOPER'S ALLOCATION)

ALL THAT the **remaining flats and car parking spaces** out of the total sanction area of the flats and car parking spaces together with all



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easement and quasi easement rights and liberties along with all undivided un-demarcated impartiable proportionate share of land and land underneath the building including all common amenities and facilities as per the Building plan or plans to be sanctioned by the Kolkata Municipal Corporation, Building Department for the proposed New Building or Buildings to be constructed at the said premises.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(SPECIFICATIONS OF CONSTRUCTION)

1. **Foundation & Structures**
 - a. RCC framed structure on concrete piles all the materials are to be best of quality and the steel should be from the Company of ISI brand.
2. **Walls-**
 - a. Plaster of Paris in the interiors of the walls and ceilings.
 - b. Attractive external finish with best quality cement paint like Weather Coat with silicon.
3. **Doors-** Main door should be of wooden/steel.
 - a. Aluminum sliding windows with large glass panes.
 - b. Door frames of Sal wood.
 - c. Solid core commercial hot pressed phenol bonded Flush doors with accessories from reputed Co. with ISI mark. The locks of all doors will be of reputed Co. like Godrej or ISI mark.
4. **Flooring:-** Flooring - Vitrified tiles or marble of reputed co. drawing dinning tiles size should be 2' x 2' sqre. or slab.
5. **Kitchen :** Floor should be non-slippery impressed tiles or marble of reputed co.
 - a. Coloured designed ceramic tiles up to height of 30 inch.
 - b. Kitchen working table counter top with granite to be used.
 - c. Provision for exhaust fan / electric chimney.



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6. Bathrooms:-

- a. Coloured/Designed ceramic tiles up to height of upper level of window (minimum 7")
- b. Concealed plumbing system using standard make pipes and fittings of ISI mark.
- c. White sanitary ware of ISI Mark with C.P. fittings, Bathroom sanitary ware from global reputed Co. and use taps and shower fitting should from reputed global brand.
- d. Provision for exhaust fan.
- e. Flooring of marble of reputed co.
- f. Provision for geyser and mixer tap.

7. Lift- Lift for all co-owners and should be of global reputed Company.

8. Electrical:-

- a. PVC conduit pipes with copper wiring
- b. 15 & 5 Amp. Points one each in living room, bedrooms, bathrooms and kitchen, T.V. connection should be in all bed room and dining rooms.
- c. M.C.B. & E.L.C.B. make of reputed Co. to be installed in all Flats, floors of Blocks.

9. Intercom facilities to be installed and to be interconnected to all the flats and security office.

10. CCTV Surveillance security system to be installed inside all lobbies and all floors of the Building and the vacant area of the project.

- a. Electrical Calling Bell point at entrance of residential flats.
- b. Concealed Telephone point in living room & all the Bedrooms.
- c. T. V. point in living room & all the Bed rooms.
- d. Common lighting, street lighting to be of electrical.

11. Special Features



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- a. Common Staff toilet in ground floor.
- b. Deep tube-well and overhead tank will be provided.
- c. Roof treatment for water proofing on the Roof and heat reflecting tiles to be fitted.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(COMMON EASEMENT)

1. The clear un-interruptional right of access in common with the Landowner and/or Landowner and/or other occupiers of the said buildings of all times and for all purpose connected with the use and enjoyment of the staircases, generator, electrical installations, landings, lobbies, common toilets, main gate of the buildings and premises roof, terrace, the passage leading to the building and staircase save and except the unconverted car parking spaces in the passage.
2. The right way in the common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said flat/unit over and along with the drive way and pathway comprised in the said building.
3. The right of protection of the said flat/unit by or from all parts of the building so far they now protect the same.
4. The right of passage in common as aforesaid electricity and soil from and to the said flat/unit through out pipes, drains wires and conduits or beings in under through out pipes, drains, wires and conduits or being in under through or over the said building and premises so far purpose of rebuilding repainting or cleaning any parts of the said flat/unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(COMMON EXPENSES)



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1. The expenses for maintenance, operating while washing painting, repairing, changing or replacing or shifting, redecorating and cleaning, lighting of all common bath rooms, the outer walls of the buildings parking space, boundary walls staircase, roof foundation wall, main gate landings deep tubewell, water and sanitary pipes, gas pipes etc. and all other spaces and installations for common use.
2. Cost of periodically inspecting servicing maintaining and ensuring if any stand by electrical and mechanical equipments and other plants and machinery in the building.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND AMENITIES, FACILITIES)

1. Land on which the building is located and all easements rights, and appurtenances belonging to the said land and the building.
2. Staircase on all the floors.
3. Staircase Landings and lift landings on all floors.
4. Lift well
5. Lift plant installation
6. Lift room.
7. Common passage and lobby on the ground floor excepting for parking space area.
8. Water pump water tank water pipes and other common plumbing installations.
9. Electrical substation, electrical, wiring meter room generator room and fittings.
10. Water and sewage evacuation pipes from the Units to drains and sewers common to the building(s).
11. Drainage, sewers and pipes from the building to the Kolkata Municipal Corporation drainage.




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12. Pump room.
13. Boundary walls and main gates.
14. Ventilation duct.
15. Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to user and occupancy of the unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.


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

SIGNED, SEALED & DELIVERED by
the **Parties** at Calcutta in presence
of:-

1. 
Flat 203, 174, Shyama Apartment,
Bidhanpally, kol-84.



SIGNATURE OF THE LAND OWNER

2. 
15/2 Ania St. Rd.
Kolkata-84

GANGULY HOME SEARCH PRIVATE LIMITED

Director

SIGNATURE OF THE DEVELOPER



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28 MAY 2019

MEMO OF CONSIDERATION

Received **Rs. 12,00,000/- (Rupees Twelve Lakh)** only as the signing amount per Article VI – Consideration point (i) and (ii) from the within-named Developer as per the memo written below:-

<u>Cheque No.</u>	<u>Bank</u>	<u>Date</u>	<u>Amount</u>
117711	Axis, Tollygunge	12.02.2011	Rs. 4,00,000/-
042312	- DO -	14.07.2012	Rs. 2,00,000/-
042313	- DO -	14.07.2012	Rs. 3,00,000/-
117712	- DO -	12.12.2011	Rs. 3,00,000/-
			<u>Rs. 12,00,000/-</u>
			(Rupees Twelve Lakh) only.

WITNESSES:-

1. Ganesh Ray
2. Bhaban Chandra

Shashi Kumar Das

SIGNATURE OF THE LAND OWNER

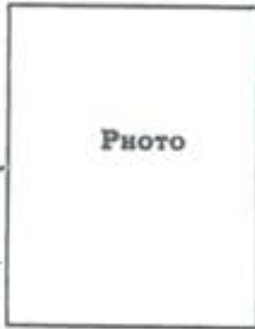
Drafted by:-

Dibakar Bhattacharjee
Dibakar Bhattacharjee
 Advocate,
 High Court, Calcutta.



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8 MAY 2018

SPECIMEN FORM FOR TEN FINGER PRINTS



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



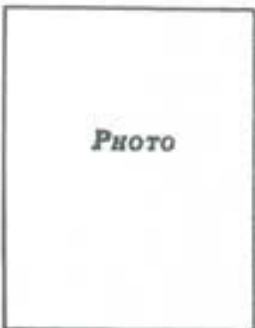
abhishek bumarde

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



Sanjay

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



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



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28 MAY 2019



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

Endorsement For Deed Number : I - 04312 of 2013
(Serial No. 05487 of 2013 and Query No. 1605L000009634 of 2013)

On 28/05/2013

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

Presented for registration at 21.30 hrs on :28/05/2013, at the Private residence by Ashish Kr Roy ,Executant.

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

Execution is admitted on 28/05/2013 by

1. Ashish Kr Roy, son of Lt. Amal Kr Roy , B - 51/1, Narkel Bagan , Kamdahari, Garia, Kolkata, Thana:-Regent Park, P.O. :-Garia, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Retired Person
2. Amit Ganguly
Director, Ganguly Home Search Pvt. Ltd., 167, Garia Stn Rd, Kolkata, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084.
, By Profession : Business

Identified By Bhaskar Chanda, son of Gautam Chanda, Garia St. Rd, 167, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste: Hindu, By Profession: Service.

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 29/05/2013

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. 13210.00/-, on 29/05/2013

(Under Article : B = 13189/- ,E = 21/- on 29/05/2013)

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.-16,87,515/-

Certified that the required stamp duty of this document is Rs.- 5021 /- and the Stamp duty paid as: Impressive Rs.- 5000/-

(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR

29/05/2013 04:28:00 P

EndorsementPage 1 of 2

(15/12/10)





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

Endorsement For Deed Number : I - 04312 of 2013
(Serial No. 05487 of 2013 and Query No. 1605L000009634 of 2013)

Deficit stamp duty

Deficit stamp duty Rs. 50/- is paid , by the draft number 45704, Draft Date 28/05/2013, Bank : State Bank of India, BAGHJTIN BZR GNGULI BGN, received on 29/05/2013

(Arnab Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR

(Arnab Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR

4
A
B



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 18
Page from 1867 to 1903
being No 04312 for the year 2013.



Basu

(Arnab Basu) 31-May-2013
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE
West Bengal