

SL. NO. 27 2012.

Notarial Certificate



To all to whom these presents shall come, *R. N. Maiti* duly appointed by the Central Government as a Notary and practising within the city of Calcutta (West Bengal), Union of India, do hereby certify that the paper Writings, collectively marked 'A' annexed hereto, hereinafter called the paper writings, 'A' are presented before me by the executant's.

Anil Kumar Chakraborty and others - at khas - Mulla - P.S. - Barisipura. Dist. SUPAS (S)

R. N. Maiti
Notary
Regd. No. 379/92

hereinafter referred as the, executant/s" on this the *4th* day of *December* in the year *Two Thousand twelve*.

The "executant/s" having admitted the execution of the Paper Writing "A" and being satisfied as to the identify of the executant I have attested the execution.

For Not Availability of Notarial Stamp



IN FAITH AND TESTIMONY WHEREOF I, The said Notary, have hereunto subscribed my name and affixed my seal of office this *4th* day of *December* 2012.

R. N. Maiti

R. N. Maiti
Notary *4.12.12*
Govt. Of India
Regn. No. 379/92
C.M.M'S Court, Bar Library
3, Bankshall Street
Kolkata - 700 001



পশ্চিমবঙ্গ পশ্চিম বঙ্গ WEST BENGAL

ANNEXURE N 095566

For MAYFAIR VILLA PVT. LTD
Robert
Director

For MAYFAIR VILLA PVT. LTD
Anwarul Ghu
Director

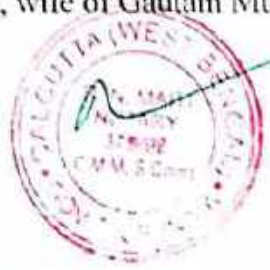


AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made this 16th day of November, Two Thousand and Twelve (2012) BETWEEN
1) ANIL KUMAR CHAKRABORTY 2) CHANCHAL CHAKRABORTY 3) BARUN KUMAR CHAKRABORTY, all Sons of Late Keshab Lal Chakraborty, 4) PRATIMA CHAKRABORTY, Wife of Late Sunil Chakraborty 4A) AMIYA CHAKRABORTY, Son of Late Sunil Chakraborty 4B) SONALI MUKHERJEE, wife of Gautam Mukherjee, all by faith-

Anil Kumar Chakraborty
Pratima Chakraborty
Barun Kumar Chakraborty
Sonali Mukherjee

Pratima Chakraborty



1892

MAY FAIR VILLA PVT. LTD.
4. Shakespeare Sarani, 5th Floor
Kolkata 700 017

NAME.....
ADD.....
Re.....
16 NOV 2012
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

16 NOV 2012

16 NOV 2012

ANNEXURE

Hindu, (1 to 4A) residing at Khas-mullick, Police Station-Baruipur, District- South 24 Parganas, and (4B) 36/7/1, Bhattacharjee Para Lane, Ramrajatala, Howrah-711104 hereinafter called the "OWNERS" (which expression shall unless excluded by or repugnant to the context shall be deemed and mean to include their heirs, executors, legal representatives, administrators and assigns) of the **FIRST PART.**

Charanlal Kumar Chakrabarty
Ananya Sre. Chakrabarty
Bannan Ksh. Chakrabarty
Santo Mukherjee

AND

MAYFAIR VILLA PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31, Shakespeare Sarani, Jasmine Tower, 6th Floor, Unit No.602 and 603 Police Station-Shakespeare Sarani, Kolkata-700 017, being represented herein by its Directors (1) **MR. RAHUL GUPTA**, (2) **MR. GAURAB GUPTA**, both Sons of Mr. Shishir Kumar Gupta, both by faith-Hindu, by Occupation-business, both working for gain at 31, Shakespeare Sarani, Jasmine Tower, 6th Floor, Police Station-Shakespeare Sarani, Kolkata-700017, hereinafter referred to as **DEVELOPER** (which expression shall unless excluded by or repugnant to the context shall be deemed and mean to include its administrators, successors-in-interest and assigns) of the **SECOND PART.**

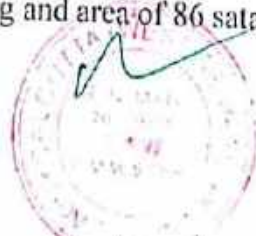
Prateena Chakrabarty

Anil K. Chakrabarty

For MAYFAIR VILLA PVT. LTD.
Gaurab Gupta
Director

For MAYFAIR VILLA PVT. LTD.
Rohit Gupta
Director

WHEREAS ALL THAT piece and parcel of land comprising with Mouza- Khas Mallick, J.L. No.35, Touzi No. 250 Police Station- Baruipur, in the District of 24 Parganas (South) under Dag No. 75, corresponding to R.S Khatian No. 168 containing and area of 86 satak out of the total area of



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99 Satak, was belonged to Keshab Lal Chakraborty, Son of Late Sashibhusan Chakraborty who purchased the said properties from Menoka Bala Devi by two separate Registered Deed of Sale dated 07.02.1951 vide Book No. 1, Volume No. 14, Pages from 232 to 235, being No.679 for the year 1951 and another Deed of Sale dated 27.04.1951 vide Book No. 1, Volume No. 36, Pages from 197 to 199 being No.2628 for the year 1951 and also by virtue of another Deed of Sale dated 12.02.1952 from Kartick Chandra Dalui and while the said Keshab Lal Chakraborty had been enjoying and possessing the said properties free from all encumbrances he gifted transferred and conveyed aforesaid properties in favour of his five sons namely 1) Sri Sunil Kumar Chakraborty, 2) Sri Anil Kumar Chakraborty, 3) Sri Barun Kumar Chakraborty, 4) Sri Mihir Lal Chakraborty and 5) Sri Chanchal Kumar Chakraborty by virtue of a Deed of Gift made in Bengali vernacular bearing the date of 12th day of March, 1969 corresponding to 28th day of Falgun, 1375. The said Deed of Gift was registered in the office of the Baruipur Sub-Registrar Office and recorded in Book No. 1, Volume No. 22, Pages from 164 to 166 being No.1839 for the year 1969.

Chanchal Kumar Chakraborty
Aniya Pr. Chakraborty
Barun K. Chakraborty
Sonal Subroto Chakraborty

Pratima Chakraborty

Anil K. Chakraborty

For MAYFAIR VILLA PVT. LTD.
Sonal Chakraborty
Director

For MAYFAIR VILLA PVT. LTD.
Sonal Chakraborty
Director

AND WHEREAS by a Deed of Sale dated 22.11.1962 the said 1) Sri Sunil Kumar Chakraborty, 2) Sri Anil Kumar Chakraborty, 3) Sri Barun Kumar Chakraborty, 4) Sri Mihir Lal Chakraborty and 5) Sri Chanchal Kumar Chakraborty purchased **ALL THAT** properties situated at Mouza - Khas Mullick, Police Station - Baruipur, under Dag No. 73, corresponding to R.S. Khatian No. 396 containing an area of 9 Satak from Durga Charan



Santra, vide Deed No. 10057 of 1962. The said Deed of Sale was registered in the Office of the Sub-Registrar at Baruipur and recorded in Book No.1, Volume No.114, pages from 266 to 268, being No.10057 for the year 1962.

Chanchal Kumar Chakraborty
Amiya Pr. Chakraborty
Barun Kumar
Sonal Mukherjee

AND WHEREAS the said Mihir Lal Chakraborty died intestate on 29.02.84 after his death his share of property devolved upon his full blood mother Smt. Jyotirmoyee Chakraborty.

AND WHEREAS the said Smt. Joytirmoyee Chakraborty transferred her share of land by way of executing a Deed of gift in favour of her son Sri Chanchal Kumar Chakraborty vide gift Deed No.5925 for the year 1993 registered in the office of Sub-Registrar office at Baruipur and recorded in Book No.-1 volume No.69 pages from 13 to 18, Being No.5925 for the year 1983.

AND WHEREAS for better enjoyment of the aforesaid property the said Anil Kumar Chakraborty instituted a partition suit in the Court of the Learned Assitant District Judge at Baruipur being Title Suit No.141 of 1989 impleded therein the said Sunil Kumar Chakraborty as Defendant No.1, the said Barun Kumar Chakraborty as Defendant No.2, the said Jyotirmoyee Chakraborty as Defendant No.3 and the said Chanchal Chakraborty as Defendant No.4 for effecting the partition of the property as mentioned in the schedule therein which are as follows :-

Anil Kumar Chakraborty
Pratima Chakraborty

For MAYFAIR VILLA PVT. LTD.

Sonal Anubhai

Director

For MAYFAIR VILLA PVT. LTD.

Rohini

Director



SCHEDULE

District 24 Parganas, Police Station – Baruipur, Mouza- Khas Mallick in Dag No. 75, Khatian No. 168 measuring the Bastu Land .86 Decimals out of .99 Decimals.

Chanchal Kumar Chakraborty
Aniya Br. Chakraborty
Barun K. Chakraborty
Sonal Mukherjee

District 24 Parganas Police Station – Baruipur Mouza Khas Mallick, in Dag No. 73 Khatian No. 396 area 9 decimal.

Total area of land .95 decimal.

AND WHEREAS the plaintiff got a preliminary decree of partition in respect of his 1/5th share and the defendant got 4/5th share of interest in the same by the order and decree dated 14th day of May, 1991 passed by Sri K.G. Roy, Learned Court of the Assitant District Judge at Baruipur .

AND WHEREAS the name of the aforesaid legal heirs of Keshab Lal Chakraborty duly recorded in the Settlement Records of Rights in the following manner :-

Dag No.	L.R. Khatian No.	Classification	Name of the Raiyat	Area (Satak)
75	14	Bastu	Anil Chakraborty	14
75	162	Bastu	Chanchal Chakraborty	14
75	210	Bastu	Jyotirmoyee Chakraborty	14
75	348	Bastu	Barun Kumar Chakraborty	14
75	433	Bastu	Mihir Chakraborty	14
75	597	Bastu	Sunil Chakraborty	15

Anil K. Chakraborty
Pratima Chakraborty

Under Dag No. 73

L.R. Khatian No.	Classification	Name of the Raiyat	Area (Satak)
14	Bastu	Anil Chakraborty	2



162	Bastu	Chanchal Chakraborty	1
348	Bastu	Barun Kumar Chakraborty	2
433	Bastu	Mihir Chakraborty	2
597	Bastu	Sunil Chakraborty	2

Chanchal Kumar Chakraborty
 Amiya Dr. Chakraborty
 Barun Kumar Chakraborty
 Sonali Mukherjee

AND WHEREAS the said Jyotirmoyee Chakraborty died on 24th day of July, 2010.

AND WHEREAS the said Sunil Chakraborty died intestate on 28th day of July, 2009 leaving behind him his wife Pratima Chakraborty, One Son Amiya Chakraborty and One daughter Sonali Mukherjee, Wife of Gautam Mukherjee as his legal heirs and successors in respect of his share of property left by him.

Anil Kumar Chakraborty

AND WHEREAS the said Mihir Chakraborty died intestate as a bachelor.

AND WHEREAS the abovenamed vendors are seized and possess of and sufficiently entitled to as absolute owners of the said property comprising with ALL THAT piece and parcel of bastu land situated at Mouza - Khas Mullick, J.L. No.35, R.S. No. 190 , Touzi No.-250 under R.S. Khatian No.168 corresponding to R.S. and L.R. Dag No.75 measuring an area of 36 satak equivalent to 22 Cottahs under within the limit of Hariharpur Gram Panchayat, Police Station - Baruipur, in the District of 24 Parganas (South) and has been possessing and enjoying the said property free from all encumbrances by paying tax to the Gram Panchayat and in the office of the Settlement records of right in their own name.

For MAYFAIR-VILLA PVT. LTD.
 Anand Sanyal
 Director

For MAYFAIR VILLA PVT. LTD.
 Rohan Chakraborty
 Director



ANNEXURE

Chanchal Kumar Chakraborty
Amiya Bc Chakraborty
Barun Kumar Chakraborty
Sonali Kulkarni Chakraborty

AND WHEREAS the Owners have decided to make construction of a multi-storied Building by appointing Developer for better utilization of the property measuring about 22 (Twenty Two) Cottahs more or less mentioned in the First Schedule below and has approached the Developer for making construction of a multi-storied building in consideration of Rs.93,50,000/- (Rupees Ninety Three lakhs Fifty Thousand) only in full and final settlement, as the total consideration in exchange of the said Property and the Developer will get total constructed area.

For MAYFAIR VILLA PVT. LTD.
Sparsh Gupta
Director

AND WHEREAS the Developer considering the bonafide approach of the Owners, have accepted the proposal and for maintaining good relation between the parties and for avoiding any dispute the parties do hereby agree on the terms and conditions as mentioned hereinafter :-

Anil K. Chandra Prateena Chakraborty

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

For MAYFAIR VILLA PVT. LTD.
Robert Singh
Director

WHEREBY IT IS DECALRED, AGREED AND CONFIRMED AS FOLLOWS :-

- 1. DEFINITIONS :
- i) THE OWNERS- 1) ANIL KUMAR CHAKRABORTY 2) CHANCHAL CHAKRABORTY 3) BARUN KUMAR CHAKRABORTY all Sons of Keshab Lal Chakraborty 4) PRATIMA CHAKRABORTY , Wife of Late Sunil Chakraborty 4A) AMIYA CHAKRABORTY, Son of Late Sunil Chakraborty 4B) SONALI



ANNEXURE-A

MUKHERJEE wife of Gautam Mukherjee and their heirs, executors, successors, administrator and assigns.

ii) **THE DEVELOPER** - MAYFAIR VILLA PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31, Shakespeare Sarani, Jasmine Tower, 6th Floor, Unit No.602 and 603 Police Station-Shakespeare Sarani, Kolkata-700 017, being represented herein by its Directors (1) MR. RAHUL GUPTA, (2) MR. GAURAB GUPTA, both Sons of Mr. Shishir Kumar Gupta, both by faith-Hindu, by Occupation-business, both working for gain at 31, Shakespeare Sarani, Jasmine Tower, 6th Floor, Police Station-Shakespeare Sarani, Kolkata-700017, by faith-hindu, by Occupation-business, working for gain at 31, Shakespeare Sarani, Jasmine Tower, 6th Floor, Police Station-Shakespeare Sarani, Kolkata-700017 and include successors-in-interest, administrators and assigns.

Chaitanya Kumar Chatterjee
Anirban Dr. Chatterjee
Barin K. Chatterjee
Donab Mukherjee

For MAYFAIR VILLA PVT. LTD.

Gaurab Gupta

Director

iii) **THE SAID PROPERTY** - The said property shall mean the property as described in the First Schedule hereunder written or howsoever else the same shall be known, numbered, called, distinguished and described.

iv) **THE ARCHITECT** shall mean such Architect or Architects appointed by the Developer as Architect for the building or such other Architect or Architects as may be appointed by the Developer, cost of which will be borne by the Developer.

Anil Mr. Swarnobis Pradhan Chatterjee

For MAYFAIR VILLA PVT. LTD.

Rahul Gupta

Director



ANNEXURE

v) **THE BUILDING** - The building shall mean the building proposed to be constructed at or upon the said property.

vi) **BUILDING PLAN** - Building plan shall mean the Plan to be sanctioned by the Hariharpur Gram Panchayat / Zilla Parishad / Competent Authority upon the said Property.

vii) **THE UNIT** shall mean the partly or wholly constructed flat/apartment/shop/garage in the building (which is agreed to be completed by the Second Party/Developer) and also include the undivided share in the land comprised in the premises held by the Owners.

viii) **SUPER BUILT-UP AREA** shall mean covered area of the Unit plus the Proportionate area of reservoir, water tanks, Passages, ways and Well other common spaces of the building shall be deemed to be super built up area of the Unit.

ix) **COMMON FACILITIES** - Common facilities shall mean and include Pathways, stairways, landings, passages, lift, ways roof and lift spaces and facilities whatsoever required for the enjoyment, maintenance and/or management of the building or part thereof.

x) **THE COMMON PORTIONS** shall mean and include the common portions to be made and erected for convenience of the intending purchaser and/or lawful occupiers.

Chancellor K. K. Chatterjee
Amiya Pr. Chatterjee
Bharati J. Chatterjee
Sonal K. Chatterjee

For MAYFAIR VILLA PVT. LTD.
Sonal Chatterjee
Director

For MAYFAIR VILLA PVT. LTD.
Sonal Chatterjee
Director

Anil K. Chatterjee
Chatterjee



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MAYFAIR VILLA PVT. LTD.

For MAYFAIR VILLA PVT. LTD.

Robert
Director

For MAYFAIR VILLA PVT. LTD.

Amal Chandra
Director

xi) **SALEABLE & SPACE** shall mean the space in the building available for independent use and occupation after making due provisions for common areas and facilities and space required therefore.

xii) **OWNERS ALLOCATION** shall mean the Owners will be paid Rs. 93,50,000/- (Rupees Ninety Three lakhs Fifty Thousand) only in full and final settlement, morefully mentioned in the Schedule "B" hereunder written to be made at the said property .

xiii) **DEVELOPER'S ALLOCATION** shall mean the entire area for the construction to be made at the said property together with proportionate share, right, title and interest in common facilities and amenities including the right of using the said facilities with right to the undivided proportionate impartable share in the land with all rights of the Developer to negotiate for sale out the said portion either to the intending purchaser or purchasers for adjustment of its expenditure and investments of the finance for raising the said construction at the said property as per the sanctioned plan.

xiv) **TRANSFER WITH ITS GRAMMATICAL VARIATIONS** shall mean adopted for effecting what is understood as a transfer of undivided share of land in multi-storied building to purchasers thereof by execution and Registering Deed or Deeds of Conveyance in accordance with the provisions of law in this behalf by the Owners in favour of the Purchaser on receipt of consideration.



*Chandrasekhar K. Chakrabarti
Aniya Pr. Chakrabarti
Bannu Sr. Chakrabarti
Sonalika Mukherjee*

*Anil K. Banerjee
Pratima Chakraborty*

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ANNEXURE

xv) **TRANSFEREE** shall mean the person or persons, firm, limited company or Association of persons to whom any space in the building shall be transferred.

xvi) **WORD IMPORTING SINGULAR** shall include plural and vice-versa.

xvii) **WORD IMPORTING MASCULINE GENDER** shall include feminine and neutral genders, likewise words importing feminine genders shall mean and include masculine and neutral genders and similarly words importing neutral gender shall include masculine and feminine genders.

xviii) **STATUTE PORTION** shall mean and include the portion which is to be allocated in favour of the Developer by this presents.

ARTICLE-II : COMMENCEMENTS:

This agreement shall be deemed to have commenced on and from the date of execution of these presents.

ARTICLE-III : OWNERS RIGHT AND REPRESENTATIONS:

- i) The Owners is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of it.
- ii) That excepting the Owners nobody else has any right, title and interest, claim or demand whatsoever or howsoever into or upon the said property.



For MAYFAIR VILLA PVT. LTD.
Sparsh Chatterjee
Director

For MAYFAIR VILLA PVT. LTD.
Rohit Chatterjee
Director

Chandrasekar Kumar Chakrabarti
Ananya De. Chakrabarti
Parvin Khanna
Ronald Sukhokongyong

Pratima Chakrabarty
Anil K. Chakrabarty

ANNEXURE-2

- iii) The Owners declare that the property agreed to be developed is absolutely freehold free from all encumbrances, liens, lispense, charges, attachments. There is no latent or patent defect in the title of the property or any part thereof. The same is also not affected by any other or acquisition or requisition by any public body or bodies, in the event the property is found to be so effected in such circumstances the Owners would be obliged to compensate the loss which has occasioned due to any order or attachment, requisition or acquisition. In the event the title of the property is not found good and maintainable, in such circumstances the Developer should communicate the circumstances and the Owners shall be liable to be compensate the Developer in accordance with law.
- iv) There is no excess vacant land in the said property within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976 and the Developer is fully satisfied with the marketable title of the Owners.
- v) That the total area comprised in the said property after physical measurement is 22 (Twenty Two) Cottahs a little more or less.
- vi) Simultaneously, with the execution of these presents the Owners shall allow the Developer to take entry to the property agreed to be developed and whatever way survey is to be made by the Developer to do so.

Charan Kumar Chatterjee
 Aniya Dr. Chatterjee
 Tapan Kr. Chatterjee
 Banato Mukhopadhyay

For MAYFAIR VILLA PVT. LTD.
 Director
 Ananda Ghosh

For MAYFAIR VILLA PVT. LTD.
 Director
 Rohit

Anil K. Chatterjee
 Pratima Chatterjee



For MAYFAIR VILLA PVT. LTD.
Ganesh Srinivasan
Director

For MAYFAIR VILLA PVT. LTD.
Rohit
Director

- vii) That the Owners undertakes to handover the peaceful and vacant possession of the property for the purpose of raising the new construction at the said property by the Second Party/Developer.
- viii) That the Owners will further undertake to execute one irrevocable General Power of Attorney in favour of the Second Party/Developer, whereby the land Owners will give the Developer/Second Party all the powers required for the purpose of making such construction on their own risk and cost as well as the power to negotiate for and make register deeds documents towards prospective buyers, whatsoever, required of their portion, as mentioned above alongwith land share for such built up area without any interference or obstruction of the Owners
- ix) The Owners shall provide all the original deeds and documents as and when required by the Developer or shall be called on by the Developer in this regard.

*Chartered Accountants
Anita Dr. Chokrasaly
Bansari K. Chokrasaly
Sonali Mukherjee*

Pratima Choudhary

Anil K. Choudhary

ARTICLE IV : DEVELOPER'S RIGHT

i) That on the basis of power and by virtue of this Agreement, the Developer / Second Party is hereby empowered to raise the construction at the above mentioned property investing their own finance and resources and undertakes to erect the said building as per the Sanctioned building plan. The Developer will bear the cost of building plan, soil testing and whatever expenses necessary for sanction of building plan.



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eswaran kumar chakraborty
Amita B. Chakraborty
Pravin K. Chatterjee
Sonal Mukherjee

ii) That the Second Party is hereby empowered to suitably modify or alter the sanctioned plan as and when required and submit the same for approval of the Hariharpur Gram Panchayat and the entire costs shall be borne by the Second Party/Developer alone,

iii) That the Second Party/Developer herein for the purpose of raising the construction shall have their rights to enter into agreement for sale of flats, shops, garages, apartments etc. in respect of entirety of the premises, as mentioned above, and to that effect they shall be entitled to receive the earnest money from the intending purchasers and also transfer the same to the prospective buyer by virtue of Power of Attorney but at all material times, the Owners shall not be liable for such money or earnest money.

iv) The Developer/Second Party shall have right to name the newly constructed building.

v) The Developer/Second Party shall be entitled to appoint their own labours, masons, contractor, builder, engineer, architect for necessary raising of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the Second Party/Developer and all the risk and liability together with all responsibility shall remain with the Developer/Second Party and to that effect the Owners/first party shall never be liable or responsible for any debts, payments, misappropriation of any money or anything whatsoever, eventuality takes place at the time or after construction completed and hand-over to the prospective purchasers.

The Second Party/Developer shall also remain liable for any litigation

Pratima Chakraborty
Anil Chakraborty

For MAYFAIR VILLA PVT. LTD.

[Signature]

Director

For MAYFAIR VILLA PVT. LTD.

[Signature]

Director



arising out of any matter relating to the construction of the building. In the matter of bringing up construction at the property mentioned and described in First Schedule hereunder written the developer shall take care, in all respects, and they shall be responsible, in the event of any actionable wrong if at all occurs to the men and masons to be employed by them or to any third party or parties.

Charan Kumar Chakraborty
Aranya Br. Chakraborty
Banda Jati. Chakraborty
Sonali Mukherjee

For MAYFAIR VILLA PVT. LTD.
Sonal Chakraborty
Director

vi) That the Developer/Second Party for the purpose of raising the said construction shall have their absolute right to enter into any Agreement for sale of flats, garages, as mentioned above, and to that effect they shall be entitled to receive the earnest money from the intending Purchasers together with all advance thereof but at all material time the Owners shall not be liable for such advance or earnest money.

Pratima Chakraborty

For MAYFAIR VILLA PVT. LTD.
Sonal Chakraborty
Director

vii) The Second Party/Developer shall have the right to register the Deed of Conveyance in respect of entirety of the premises. The Owners in this regard convey a registered Power of Attorney in favour of the Second Party/Developer.

Anil K. Chakraborty

ARTICLE-V : APPARENT CONSIDERATIONS:

i) That in consideration of the Agreement the Owners to allow the Developer /Second Party to construct the building at his own property, it is hereby settled that the Owners shall receive the following :-

ii) Rs. 93,50,000/- (Rupees Ninety Three lakhs Fifty Thousand) only as full and final consideration money to develop in respect of the said premises.



iii) Simultaneously with the execution of this agreement, the developer shall pay Rs.5,00,000/- (Rupees Five Lac) only as earnest money and part of the consideration money.

iv) The owners hereby agreed that in the event the proposed constructed area would be decreased upon the schedule mentioned property, the abovementioned agreed consideration amount payable to the owners shall be adjusted proportionately.

Charanlal Kumar Chakraborty
Amiya B. Chakraborty
Bismita K. Chatterjee
Soni. a. M. Mukhopadhyay

ARTICLE – VI : DEVELOPER'S RIGHT AND REPRESENTATION:

i) The Developer hereby undertakes the responsibility to get the plan sanctioned from The Hariharpur Gram Panchayat and shall pay the Owners's consideration within 36 months from the date of obtaining sanction plan from "The Hariharpur Gram Panchayat".

ii) To prepare and cause the said plan to be sanctioned and to incur and bear all costs, charges and expenses for preparation, design and sanctioning of the said plan by the Second Party/Developer.

iii) At their own to obtain all necessary permission and/or approval and consent.

iv) To incur and pay all costs, charges and expenses for obtaining the permission from the Authority/Authorities concerned.

v) To bear all costs charges and expenses for construction of the building at the said premises including amalgamation and soil testing.

Pratima Chakraborty
Anil K. Chakraborty

For MAYFAIR VILLA PVT. LTD.

Spandan Ghosh
Director

For MAYFAIR VILLA PVT. LTD.

Rohit Ghosh
Director



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Chandrasekhar Kumar Chakrabarty
Ananya B. Chakrabarty
T. Anand Kumar Chakrabarty
Sonal Mukherjee Chakrabarty

vi) To take loan from any scheduled/nationalised bank or any other financial institutions or private financiers against their share without any further consent of the Owners and this agreement itself will be treated as consent of the Owners.

ARTICLE - VII : OWNERS' ALLOCATION

The Developer shall at their own cost construct, erect and complete the building in all respect .

ARTICLE - VIII : DEVELOPER'S ALLOCATION

In consideration of the above, the Developer shall be entitled to the entire space in the building at the said premises together with the proportionate undivided share on the said land with the right of user of common facilities and amenities and the Developer shall be entitled to enter into Agreement for Sale and transfer in their own name or in the name of their Nominee and to receive and realise and collect all moneys in respect of the entirety of the premises.

ARTICLE - IX : PROCEDURE

i) The Owners shall grant to the Developer a General Power of Attorney as may be required for the purpose of obtaining the sanction of the plan and all other necessary permission from the different authorities in connection with the construction of the building and also for pursuing the following up of the matter with the statutory body and other authorities and also to Sell the constructed spaces of the proposed building together with

For MAYFAIR VILLA PVT. LTD.

Ganesh Saha

Director

For MAYFAIR VILLA PVT. LTD.

Robert H.

Director



Anil K. Chakrabarty Pratima Chakrabarty

~~CONFIDENTIAL~~

proportionate share of land to any third Party or parties. Such power shall be irrecoverable and to be exercised in the manner as indicated therein .

Chandrasekhar Kumar Chakraborty
Aniyo B. Chakraborty
Bann S. Chakraborty
Sonal Mukherjee & Jayant

- ii) Notwithstanding grant of Power of Attorney by the Owners in favour of the Developer and delivery of possession of the said premises, no action of the Developer under this Power of Attorney shall in manner fasten or create any financial or any other liabilities of any kind whatever upon the Owners.

ARTICLE - X : CONSTRUCTION

The Developer shall be solely and exclusively responsible for construction of the said building.

ARTICLE - XI : BUILDING

The Developer shall at their own cost construct, erect and complete the building including the lift and the common facilities and also amenities at the said premises in accordance with the Plan with good and standard quality of materials.

The Developer shall install and erect in the said building including the lift at their own Cost as per the specifications and also as per drawings provided by the Architect, Pump water storage tanks, Overhead Reservoirs, Electrifications, Permanent common Electric Connection from the W.B.S.E.B.CO. Limited and electrification in the building and also in the respective flats, shops, apartments through electricals wirings and other

Anil K. Chakraborty
Pratima Chakraborty

For MAYFAIR VILLA PVT. LTD.

Sparsh Chakraborty
Director

For MAYFAIR VILLA PVT. LTD.

Rohit Chakraborty
Director



~~ANNEXURE~~

facilities as are required to be provided in a Residential Multi-storied building in Ownership basis or otherwise.

The Developer shall borne the entire cost of construction including Architect's fees and fees for building plan to be sanctioned from the Hariharpur Gram Panchayat without creating any financial or other liabilities on the Owners regarding the construction. The Owners shall in no manner be held liable to pay any cost or charges pertaining to the same.

The Developer shall complete the building with outside plastering and with decent colourings of the outside and P.O.P. finish inside the building in a total complete condition.

ARTICLE XII : COMMON FACILITIES

The Developer shall pay and bear all Corporation Taxes and other dues and impositions and outgoing in respect of the said premises accruing due as and from the date of sanction of the building plan till hand-over of the possession within the stipulated period in favour of the Owners as well as other flat/apartment Owners. But if any dues made by the Developer of the previous due all such payment shall be adjusted from the Owner's consideration or the Owners will refund the same without interest to the Developer.

- i) After the completion of the total construction and handing over the possession, the Developer and the Owners including their respective assigns will bear the cost of common facilities and maintenance charges, Durwans, Pump Motor and Electric Charges in the common

Chandrasekhar Chakraborty
Anirudh Chakraborty
Bharati Chakraborty
Sanku Mukherjee

Pratima Chakraborty
Anil Chakraborty

For MAYFAIR VILLA PVT. LTD.

Sandip Ghosh

Director

For MAYFAIR VILLA PVT. LTD.

Rohit Ghosh

Director



AMINI XT 1000

areas in proportion of their respective possession including proportionate share of premium for the insurance of the building, if any, water, fire and scavenging charges etc.

ARTICLE XIII LEGAL PROCEEDINGS:

It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to defend all actions, suits and proceedings, which may arise in respect of the construction and Development of the said premises and all costs, charges and expenses incurred for that purpose with the approval of the Owners shall be borne and paid by the Developer alone.

ARTICLE XIV :OWNERS INDEMNITY

The Owners hereby undertakes to keep the Developer indemnified against all Third Party claim and actions arising out of any sorts of act of commission of the Owners or relating to the marketable title of the property or any acquisition or requisition of the said property.

ARTICLE XV: DEVELOPER'S INDEMNITY:

- i) The Developer hereby undertakes to keep the Owners indemnified against all Third Party claim and actions arising out of any sorts of act of commission or omission of the Developer or relating to the construction of the building.
- ii) The Developer hereby undertakes to keep the Owners indemnified against all acts, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the construction and

Shri. M. S. Chakraborty
 Shri. M. S. Chakraborty
 Shri. M. S. Chakraborty
 Shri. M. S. Chakraborty

Ratana Chakraborty

Anil K. Chakraborty

For MAYFAIR VILLA PVT. LTD.
 Director
 Anand Chakraborty

For MAYFAIR VILLA PVT. LTD.
 Director
 Anand Chakraborty



Development of the said premises and/or in the manner of construction of the said building and/or any defect therein.

- iii) The Developer will avail the facilities of the right of the common passage as mentioned in the said Schedule and plan annexed thereto in the document.

Chandrasekhar Kumar Chaturvedi
 Aniya Dr. Chaturvedi
 Bhandari Mr. Chaturvedi
 Bhandari Mr. Chaturvedi

ARTICLE - XVI : MISCELLANEOUS

- i) The Owners and the Developer have entered into this Agreement purely on contractual basis and neither contained herein shall not be deemed to construe as partnership between the Developer and the Owners nor shall the parties hereto constitutes as an Association or persons.
- ii) The Owners hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or Authorisation in favour of the Developer for the purpose and the Owners also undertakes to sign and execute all such additional applications and other documents as the case may be .
- iii) The Developer shall frame a Scheme for the Management and Administration of the said building and/or common parts thereof. The Owners hereby agrees to abide by the Rules & Regulations of such Management Society, Association Holding Organisation and hereby give his consent to abide by the same.
- iv) It is expressly agreed by the Owners that at all times he will not cancel the said agreement and if the Owners stick to cancel the

For MAYFAIR VILLA PVT. LTD.

Spandan Saini

Director

For MAYFAIR VILLA PVT. LTD.

Robert

Director



Pratima Chowdhury
Anil Kr Chowdhury

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agreement, then the Owners shall have to pay the entire advance amount with interest @18% p.a. expenses and also the special damage incurred by the Developer which shall be ascertained by an expert valuer of that time and such compensation shall be made clear at once at the time of cancellation of the agreement, otherwise the agreement shall be valid at all time.

Chandrasekar Kumar Chakrabarti
Ananya Pr. Chakrabarty
Bijan Kumar
Ronald Mukherjee

For MAYFAIR VILLA PVT. LTD.

Spandan Chakrabarti

Director

For MAYFAIR VILLA PVT. LTD.

Rohit Chakrabarti

Director

- v) If the Project is not completed within 36 months from the date of sanctioned plan the time period can be extended mutually to additional 6 (Six) months
- vi) In the event the Developer shall be restrained from filling up the scheduled land from any competent authority, any local authority or from any authority from any corner or from local people and/or in the event the proposed building plan of the project would not be sanctioned, the Owners shall refund the entire amount forthwith which was duly paid by the Developer to the Owners during that period.
- vii) As and from the date of completion of the building, the Developer and/or their transferees and the Owners and/or their transferees and his successors shall each be liable to pay and bear proportionate charges on account of ground rent and Wealth Tax and other taxes payable in respect of their respective areas and/or share of the built up area.

Pratima Chakrabarti

Anil Kumar Chakrabarti



23

1. (ii) There is no existing Agreement regarding Development or sale of the said premises and that all other arrangements, if any, prior to this Agreement have been cancelled and are being suspended by this Agreement.

Chartered Accountant
Amiya B. Chakraborty
Bandh Bin Centre
Sando Mukherjee Building

(ix) It is expressly agreed by and between the parties hereto that the right to use the roof will be common to all the flat Owners of the proposed building subject to the right reserved by the developer in this regard.

(x) If Hariharpur Gram Panchayat or any other concerned authorities grants further sanction, Owners can construct further construction on the top floor of the building only through the instant Developer.

(xi) The Developer will construct boundary wall and at that time, if any dispute arises, the Developer will inform the same to the Owners and the Owners will settle the dispute.

(xii) Regarding any dispute in the title of the said property, the Owners will clear all the dispute and in that event if any expenses incurred by the Developer that will be refunded by the Owners by cash. The Second Party/Developer shall not be allowed to do any type of immoral activities whereby the Owners as well as the neighbours are prejudicially affected.

(xiii) The Second Party will not allow to do any type of immoral activities whereby the Owners as well as the neighbours are prejudicially affected.

Anil K. Chakraborty
Pratima Chakraborty

For MAYFAIR VILLA PVT. LTD.

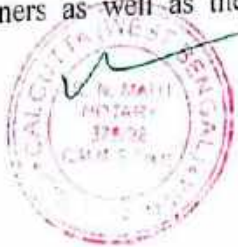
Robert

Director

For MAYFAIR VILLA PVT. LTD.

Sparsh

Director



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This agreement is binded upon all the legal heirs and successors of both the parties.

- xv) That in case of any dispute and difference in respect of this agreement and/or in respect of work of the proposed multi-storied building both the parties have agreed to get their problem solved by the mutual discussion /understanding and negotiation.

Charan Lal Kumar Chaudhary
 Aniya S.K. Chaturvedi
 Rajan J.K. Chaur
 Sonata Mukherjee Chaturvedi

ARTICLE XVII : FORCE MAJEURE

- i) The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the Force Majeure and shall be suspended from the obligations during the duration of the Force Majeure.
- ii) Force Majeure shall mean flood, earthquake any other natural calamities, riot, war, tempest, civil commotion, deception in material supply, strike and/or commission any circular or commission issued by Government or any competent authority beyond the reasonable control of the Developer.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of bastu land with structure standing thereon situated at Mouza - Khas Mallick, J.L. No.35, R.S. No. 190, Touzi No.-250 under R.S. Khatian No.168 corresponding to R.S. and L.R. Dag No.75 measuring an area of 36 satak equivalent to 22 Cottahs under within the limit of Hariharpur Gram Panchayat, Police Station - Baruiapur, in the

Anil K. Chaturvedi
 Pratima Chaturvedi

For MAYFAIR VILLA PVT. LTD.

Ganesh Chaturvedi

Director

For MAYFAIR VILLA PVT. LTD.

Robert Chaturvedi

Director



District of 24 Paraganas (South), together with easement rights and quasi easement rights of adjoining common passage.

BOUNDARIES:

- ON THE NORTH : Property of Anil Kumar Chakrabarty
- ON THE SOUTH : Property of Raja Chandra
- ON THE EAST : Owners/ Executants Land
- ON THE WEST : Others Property

*Chandra Kumar Chakrabarty
Aniya Dr. Chakrabarty
to him for share
Kamal Mukhopadhyay*

For which annual rent for Rs.0.50% is payable to Collector, 24 - Parganas (South), for the State of West Bengal, through B.L. & L.R. Office.

SECOND SCHEDULE ABOVE REFERRED TO
(OWNERS' ALLOCATION)

Rs. 93,50,000/- (Rupees Ninety Three lakhs Fifty Thousand) only as full and final consideration money to develop in respect of the said premises.

Simultaneously with the execution of this agreement, the developer shall pay Rs. 5,00,000/- (Rupees Five Lac) only as earnest money and part of the consideration value to the abovenamed owners of which the owner do hereby accept and acknowledge.

The balance amount shall be paid by the developer to the Owners within 18 Months from the date of commencing of construction work/plan sanction whichever is later.



Anil Kumar Chakrabarty

For MAYFAIR VILLA PVT. LTD.

Suman Chakrabarty

Director

For MAYFAIR VILLA PVT. LTD.

Robert...

Director



ANNEXURE

IN WITNESSES WHEREOF the parties put each of their signature

the day, month and the year above written.

SIGNED AND DELIVERED

By the abovenamed OWNERS
at KOLKATA in the presence of:

Anil K. Chakrabarty
Anil Kumar Chakrabarty
Aniya Sr. Chakrabarty
Aniya Sr. Chakrabarty

1. *Pna*

Ponatina Chakrabarty
Ponatina Chakrabarty
Sonali Mukhopadhyay
Sonali Mukhopadhyay

2.

SIGNED AND SEALED

By the abovenamed DEVELOPER
at KOLKATA in the presence of:

For MAYFAIR VILLA PVT. LTD.

Rohit

Director

For MAYFAIR VILLA PVT. LTD.

Apurba Ghosh

Director

1.

2.

Drafted by me:

Apurba Kumar Ghosh
(APURBA KUMAR GHOSH)
Advocate

High Court, Calcutta.

Typed by:

Subrata Chakrabarty
(SUBRATA CHAKRABARTY)
10, Old Post Office Street,
Kolkata - 700 001.

INSTRUMENT IS REFERRED TO
BY THE NOTARIAL CERTIFICATE
Subrata
R. N. MAITI
NOTARY
Govt. of India

4 DEC 2012

R. N. MAITI
NOTARY
Reg. No. 379/02
3 Bankshall Street
Calcutta-1

Subrata Chakrabarty
Advocate

MEMO OF CONSIDERATION

RECEIVED Rs. 5,00,000/- (Rupees Five Lac) only from the with named Developer as earnest money and/or part of the consideration money under the following Memo :-

Cheque / Draft No.	Date	Drawn On	Payable to	Amount (Rs.)
191243	16.11.12	Bank of India, Park Circus Branch	Anil Kumar Chakraborty	1,00,000.00
191248	16.11.12	Bank of India, Park Circus Branch	Chanchal Chakraborty	1,00,000.00
191249	16.11.12	Bank of India, Park Circus Branch	Chanchal Chakraborty	1,00,000.00
191246	16.11.12	Bank of India, Park Circus Branch	Barun Kumar Chakraborty	1,00,000.00
191251	Do	Do	Pratima Chakraborty	1,00,000.00
TOTAL				Rs. 5,00,000.00

(Rupees Five Lac) only

WITNESSES:

1.

Anil K. Chakraborty
Chanchal Kumar Chakraborty
Amiya B. Chakraborty
Barun K. Chakraborty

2.

Pratima Chakraborty
Sonali Mukhopadhyay

SIGNATURE OF THE VENDORS

BETWEEN

- 1) ANIL KUMAR CHAKRABORTY
- 2) CHANDAL CHAKRABORTY
- 3) HARUN KUMAR CHAKRABORTY
- 4) PRATIMA CHAKRABORTY
- 4A) AMIYA CHAKRABORTY
- 4B) SONALI CHAKRABORTY

.....OWNERS

AND

MAYFAIR VILLA PRIVATE LIMITED

.....DEVELOPER

D DEVELOPMENT AGREEMENT

APURBA KUMAR GHOSH

*Advocate,
10, Old Post Office Street,
Room No.80A,
Kolkata - 700 001.*

Date 12/11 Day of Nov 2012



In the Matter of :
Instrument 'A'
and
In the Matter of
Notarial Certificate

R. N. Maiti

LL.B., Advocate

&

NOTARY PUBLIC

Govt. Of India
Regn. No. 379/92
C.M.M'S Court, Bar Library
3, Bankshall Street
Kolkata - 700 001

Phone : Chamb : 2248-8948
Mobile : 9433092019
9007428192