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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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certified that the document is admitted for registration, the signature sheets and the endorsement sheets attached with this document are part of this document

602 5000  
 S. No. 47812  
 V.C. No. 2003/12  
 16/11/12

*[Signature]*  
 Notary Public  
 at Faridkot, Punjab  
 Registered under the  
 Registration Act 1908  
 19 NOV 2012

## DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made this 16<sup>th</sup> day of November, Two Thousand and Twelve (2012) BETWEEN

- 1) ANIL KUMAR CHAKRABORTY 2) CHANCHAL KUMAR 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

*Anil Chakraborty*

98669

MAY FAIR VILLA PVT. LTD  
Shakespeare Sarani, 6th Floor  
Kolkata - 700 017

NAME.....  
ADD.....  
RS.....  
16 NOV 2012  
SURANJAN MUKHERJEE  
Licensed Stamp Vendor  
C. C. Court  
2 & 3, K. S. Roy Road, Kolkata

16 NOV 2012  
16 NOV 2012

Rohit

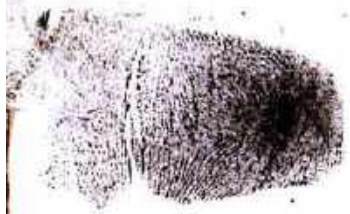


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16/11/12

For MAYFAIR VILLA PVT. LTD.

Rohit

Director



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Anil K. Chakrabarti

Sub-Registrar, Alipore  
Kolkata - 700 017  
16 NOV 2012



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Chavhel Kumar Chakrabarti



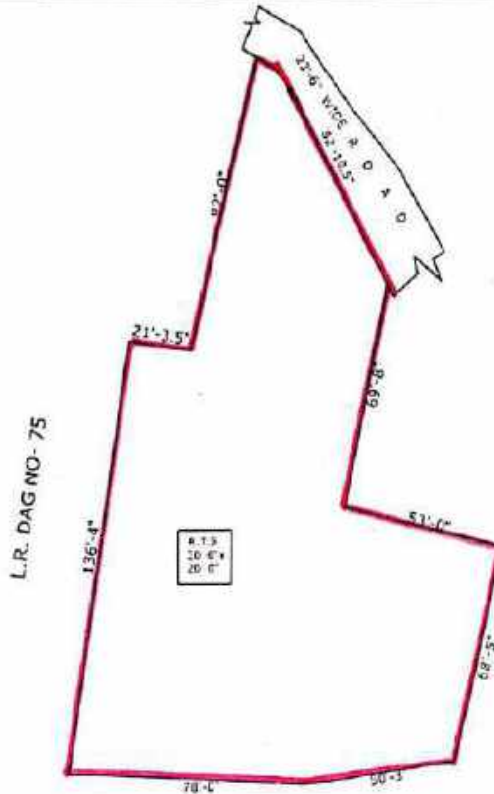
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Barun K. Chakrabarti

DEED PLAN UNDER L.R.DAG NO-73 & 75.L.R. KHATIAN NO-14,162,210,348  
 & 597 MOUZA-KHASMALICK .J.L.NO- 35.P.S-BARUIPUR.DIST-24 PGS(S)  
 SCALE-:44'-0"=1" INCH.

DAG NO-73 AREA- 9 SATAK = 5 KH- 7 CH-12 SFT.(MORE OR LESS)  
 DAG NO-75 . AREA-32.25 SATAK= 19 KH- 8 CH-33 SFT (MORE OR LESS)  
 TOTAL AREA- 41.25 SATAK =25 KH-0 CH-0 SFT (MORE OR LESS)

LAND SHOWN BY RED LINE.



SIGNATURE OF VENDOR'S

*Anil K. Chakraborty*  
ANIL KUMAR CHAKRABORTY

*Chanchal Kumar Chakraborty*  
CHANCHAL KUMAR CHAKRABORTY

*Barun Kumar Chakraborty*  
BARUN KUMAR CHAKRABORTY

*Pratima Chakraborty*  
PRATIMA CHAKRABORTY

*Amiya Pr. Chakraborty*  
AMIYA CHAKRABORTY

*Sonali Mukherjee*  
SONALI MUKHERJEE

SIGNATURE OF PURCHASER

For MAYFAIR VILLA PVT. LTD.

*Robert*

Director

For MAYFAIR VILLA PVT. LTD.

*Janak*

Director

DRAWN BY- *S.D.J.*

On  
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*[Handwritten signature]*  
Sub-Registrar, Alipore  
16 NOV 2012



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

Endorsement For Deed Number : I - 09027 of 2012  
(Serial No. 09025 of 2012)

On

Payment of Fees:

On 16/11/2012

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

Presented for registration at 18.02 hrs on :16/11/2012, at the Private residence by Rahul Gupta , one of the Claimants.

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

Execution is admitted on 16/11/2012 by

1. Anil Kumar Chakraborty, son of Lt. Keshab Lal Chakraborty , Khas Mallick, Thana:-Baruipur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : ----
  2. Chanchal Kumar Chakraborty, son of Lt. Keshab Lal Chakraborty , Khas Mallick, Thana:-Baruipur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : ----
  3. Barun Kumar Chakraborty, son of Lt. Keshab Lal Chakraborty , Khas Mallick, Thana:-Baruipur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : ----
  4. Pratima Chakraborty, wife of Lt. Sunil Chakraborty , Khas Mallick, Thana:-Baruipur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : ----
  5. Amiya Chakraborty, son of Lt. Sunil Chakraborty , Khas Mallick, Thana:-Baruipur, P.O. :- ,District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : ----
  6. Sonali Mukhopadhyay, wife of Gautam Mukherjee , 36/7/1 Bhattacharjee Para Lane Ramrajatala Howrah, P.O. :- ,District:-Howrah, WEST BENGAL, India, Pin :-711104, By Caste Hindu, By Profession : ----
  7. Rahul Gupta  
Director, Mayfair Villa Pvt Ltd, Jasmine Tower 31 Shakespeare Sarani, Thana:-Shakespeare Sarani, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700017.  
. By Profession : Business
  8. Gaurab Gupta  
Director, Mayfair Villa Pvt Ltd, Jasmine Tower 31 Shakespeare Sarani, Thana:-Shakespeare Sarani, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700017.  
. By Profession : Business
- Identified By Sanjib Pal, son of Lt. Alock Ch Pal, 10 Old Post Office St, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Service.

( Ashoke Kumar Biswas )  
DISTRICT SUB-REGISTRAR-IV



( Ashoke Kumar Biswas )  
DISTRICT SUB-REGISTRAR-IV  
EndorsementPage 1 of 2

19/11/2012 15:18:00



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

Endorsement For Deed Number : I - 09027 of 2012  
(Serial No. 09025 of 2012)

On 19/11/2012

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4, 5(f), 53 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

**Payment of Fees:**

Amount By Cash

Rs. 27535.00/-, on 19/11/2012

( Under Article : ,E = 14/- ,H = 28/- ,M(b) = 4/- on 19/11/2012 )

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

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-2,44,95,000/-

Certified that the required stamp duty of this document is Rs.- 40011 /- and the Stamp duty paid as: Impressive Rs.- 5000/-

**Deficit stamp duty**

Deficit stamp duty Rs. 35020/- is paid, by the draft number 996126, Draft Date 16/11/2012, Bank Name State Bank of India, Kolkata High Court Branch, received on 19/11/2012

( Ashoke Kumar Biswas )  
DISTRICT SUB-REGISTRAR-IV



( Ashoke Kumar Biswas )  
DISTRICT SUB-REGISTRAR-IV

19/11/2012 15:18:00

EndorsementPage 2 of 2

~~MUKHERJEE~~ <sup>MUKHO PADHYAY</sup> Mukherjee, wife of Gautam Mukherjee, all by faith- 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.**

AND

**MAYFAIR VILLA PRIVATE LIMITED**, a Company incorporated under (PAN NO AAOCM 1469 R) the Companies Act, 1956 having its Registered Office at 31, Shakespeare Sarani, Jasmine Tower, 6<sup>th</sup> 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, 6<sup>th</sup> 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.**

**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 99

*Anil K. Chakraborty*

*Anil K. Chakraborty*



5075

Pratima Choudhary



5077

Sonali Mukhopadhyay



5076

Aniya B. Chakraborty

15 NOV 2012



5078

For MAYFAIR VILLA PVT. LTD.  
Santosh Kumar  
Director

Savitri M.  
No. 140, Park Road, Alipore  
15 Old Post Office Street  
Burrabazar



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. I, 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. I, 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 12<sup>th</sup> day of March, 1969 corresponding to 28<sup>th</sup> 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. I, Volume No. 22, Pages from 164 to 166 being No.1839 for the year 1969.

**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



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স্বাক্ষরিত  
স্বাক্ষরিত, আলিপুর  
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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.

**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. Jyotirmoyee 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 impleaded 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 :-

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District Sub-Registrar  
Alipore, Alipore  
West Bengal  
18 NOV 2012

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.

**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. Jyotirmoyee 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 impleaded 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 :-



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**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.

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 1/5<sup>th</sup> share and the defendant got 4/5<sup>th</sup> share of interest in the same by the order and decree dated 14<sup>th</sup> 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

**Under Dag No. 73**

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



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Bonga Pore  
18 NOV 2012



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

**AND WHEREAS** the said Jyotirmoyee Chakraborty died on 24<sup>th</sup> day of July, 2010.

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

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

**AND WHEREAS** the abovenamed vendors are seized and possessed 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 32.25 satak equivalent to 19 (Nineteen) Cottahs 8 (Eight) Chittacks 33 (Thirtythree) Sq.ft. and R.S. Khatian No.396 corresponding to R.S. and under L.R. Dag No.73 measuring an area of 9 Satak equivalent to 5 (Five) Cottahs 7 (Seven) Chittacks 12 (Twelve) Sq.ft., being the total area 25 Cottahs more or less with structure standing thereon under within the limit of Hariharpur Gram Panchayat, Police Station – Baruipur, in the District of 24 Paraganas (South) and has been possessing and enjoying the said property free from all



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encumbrances by paying tax to the Gram Panchayat and in the office of the Settlement records of right in their own name.

**AND WHEREAS** The Owners has decided to make construction of a multi-storied Building by appointing Developer for better utilization of the property measuring about 25 (Twenty Five) Cottahs mentioned in the First Schedule below and has approached the Developer for making construction of a multi-storied building in consideration of 20% built up area as the total consideration in exchange of the said Property and the Developer will get the balance area.

**AND WHEREAS** the Developer considering the bonafide approach of the Owners, has 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 :-

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

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

1. **DEFINITIONS :**

- i) **THE OWNERS-** 1) ANIL KUMAR CHAKRABORTY 2) <sup>KUMAR</sup> CHANCHAL CHAKRABORTY 3) BARUN CHAKRABORTY, all Sons of Late Keshab Lal Chakraborty, 4) PRATIMA CHAKRABORTY , Wife of Late Keshab Lal Chakraborty 4A) AMIYA CHAKRABORTY, Son of Late

Anil K. Chakraborty



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District Collector, Alipore West,  
Bonga Pore  
18 NOV 2012

সুনীল চক্রবর্তী

Sunil Chakraborty **4B) SONALI MUKHERJEE** wife of Gautam Mukherjee,  
 Daughter of Sunil Chakraborty and include their heirs, executors, successors,  
 administrator and assigns.

- ii) **THE DEVELOPER** – The Developer shall mean **MAYFAIR VILLA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31, Shakespeare Sarani, Jasmine Tower, 6<sup>th</sup> 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, both by Occupation-business, both working for gain at 31, Shakespeare Sarani, Jasmine Tower, 6<sup>th</sup> Floor, Police Station-Shakespeare Sarani, Kolkata-700017 and include successors-in-interest, administrators and assigns.
- 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.
- v) **THE BUILDING** - The building shall mean the building proposed to be constructed at or upon the said property.



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- 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 a proportionate share in common portions of the said property and structure whatever the case may be.
- viii) **PROPORTIONATE OR PROPORTIONATE PORTION OR PROPORTIONATELY** shall mean the ratio between the built-up area of the unit and the total constructed portion within the said property which is the undivided share in the land comprised in the premises held by the Owners.
- ix) **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.
- x) **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.
- xi) **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.



সদর দপ্তর, পশ্চিমবঙ্গ সরকার  
সদর দপ্তর, পশ্চিমবঙ্গ সরকার  
18 NOV 2012



xii) **DEVELOPER'S ALLOCATION** shall mean the balance 80% constructed area of the proposed newly constructed building 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.

xiii) **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.

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

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

xvi) **WORD IMPORTING MASCULINE GENDER** shall include feminine and neutral genders, likewise words importing feminine genders



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West Bengal  
18 NOV 2012

shall mean and include masculine and neutral genders and similarly words importing neutral gender shall include masculine and feminine genders.

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

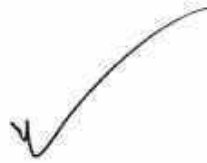
#### **ARTICLE-II : COMMENCEMENTS:**

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 are 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.
- 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

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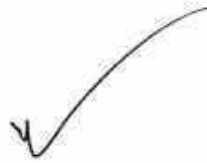


South 24 Pgs. Alipore  
West Bengal  
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the title of the property is not found good and maintainable, in such circumstances the Developer should communicate the circumstances and the Owners shall be liable to be compensate the Developer in accordance with law.

- iv) That the total area comprised in the said property after physical measurement is 25 (Twenty Five) Cottahs a little more or less.
- v) 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.
- vi) 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.
- vii) That the Owners will further undertake to execute one General Power of Attorney in favour of the Second Party/Developer/ Authorized Person , 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

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- viii) The Owners shall deposit all the original deeds and documents at the time of execution of this agreement.

**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.
- 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 before the competent authority 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, offices 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.



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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 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.

vi) That the Developer/Second Party for the purpose of raising the said construction upon the said premises in accordance with the building plan sanctioned by the competent authority 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.

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vii) The Second Party/Developer shall have the right to register the Deed of Conveyance in respect of entirety of the premises comprising with Flat/Apartment/ Shop/Garage/Office of the said building. The Owners in this regard convey a registered Power of Attorney in favour of the Second Party/Developer.

**ARTICLE-V : APPARENT CONSIDERATIONS:**

That in consideration of the Agreement, the Owners to allow the Developer/Second Party to construct the masonry building at his own property, it is hereby settled that the Owners shall allot 20% built up area of the proposed newly constructed building as mentioned in Second Schedule - 'A' below as full and final consideration money to develop in respect of the said premises. The Owner's allocation shall be handed over by the Developer in favour of the Owners within 36 months from the date of obtaining sanctioned building plan by the Hariharpur Gram Panchayat/ Zilla Parishad/Competent Authority. The developer shall pay Rs 25,00,000/- (Twenty Five Lakhs) only as refundable and/or adjustable Security Deposit. The developer shall pay Rs 25,00,000/- (Twenty Five Lakhs) only as refundable and/or adjustable Security Deposit with the Owners Allocation simultaneously with the execution of this Agreement.

**ARTICLE - VI : DEVELOPER'S RIGHT AND REPRESENTATION:**

i) The Developer hereby undertakes the responsibility to get the plan sanctioned from The competent authority and shall pay the owner's



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allocation consideration within 36 months from the date of obtaining sanction plan from "Hariharpur Gram Panchayat/Zilla Parishad / Competent Authority".

- 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.
- 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 Owner and this agreement itself will be treated as consent of the Owner.

#### **ARTICLE – VII : OWNER' ALLOCATION**

The Developer shall at their own cost construct, erect and complete the building in all respect and shall allot the owner with 20% built up area of the proposed newly constructed building in full and final consideration in exchange of such property.

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ, ಮೈಸೂರು  
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- ii) The owners hereby agreed that in the event the proposed constructed area would be decreased upon the schedule mentioned property, the abovementioned agreed consideration value payable to the owners shall be adjusted proportionately.

#### **ARTICLE – VIII : DEVELOPER'S ALLOCATION**

In consideration of the above, the Developer shall be entitled to the entire constructed space in the building at the said premises (excluding the Owners allocation) 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 Owner 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 proportionate share of land to any third Party or parties. Such power to be exercised in the manner as indicated therein .
- ii) Notwithstanding grant of Power of Attorney by the Owner in favour of the Developer and delivery of possession of the said premises, no

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**Sub-Registrar**  
**Alipore West, Dist. West Bengal**  
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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 Owner.

#### **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.D CO. Limited and electrification in the building and also in the respective flats, shops, apartments through electricals wirings and other 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



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District Collector, Alipore,  
West Bengal  
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on the Owner regarding the construction. The Owner shall in no manner be held liable to pay any cost or charges pertaining to the same.

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**

- i) 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 Owner as well as other flat/apartment Owner. 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 owner will refund the same without interest to the Developer.
- ii) After the completion of the total construction and handing over the possession, the Developer and the Owner including their respective assigns will bear the cost of common facilities and maintenance charges, Durwans, Pump Motor and Electric Charges in the common 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.



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- 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.

**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 Ownes 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 their consent to abide by the same.
- iv) It is expressly agreed by the Owners that at all times will not cancel the said agreement and if the Owners stick to cancel the agreement, then the Owners shall have to pay the entire expenses and also the special



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- 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.

#### 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 Ownes 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 their consent to abide by the same.
- iv) It is expressly agreed by the Owners that at all times will not cancel the said agreement and if the Owners stick to cancel the agreement, then the Owners shall have to pay the entire expenses and also the special

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Sub-Registrar,  
Alipore West, District West Bengal  
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damage incurred by the Developer which shall be ascertained by the Developer 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.

- 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) As and from the date of completion of the building, the Developer and/or their transferees and the owners and/or their transferees and their 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.
- vii) 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.
- viii) 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.
- ix) If other concerned competent authorities grants further sanction, Owner can construct further construction on the top floor of the building only through the instant Developer.



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- x) The Developer will construct boundary wall and at that time, if any dispute arises, the Developer will inform the same to the Owner and the Owner will settle the dispute.
  - xi) 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 owner as well as the neighbours are prejudicially affected.
  - xii) The Second Party will not allow to do any type of immoral activities whereby the Owners as well as the neighbours are prejudicially affected.
  - xiii) This agreement is binded upon all the legal heirs and successors of both the parties.
  - xiv) 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.

#### 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.



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পশ্চিমবঙ্গ  
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- ii) Force Majeure shall mean flood, earthquake, 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 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 32.25 satak equivalent to 19 (Nineteen) Cottahs 8 (Eight) Chittacks 33 (Thirtythree) Sq.ft. and R.S. Khatian No.396 corresponding to R.S. and under L.R. Dag No.73 measuring an area of 9 Satak equivalent to 5 (Five) Cottahs 7 (Seven) Chittacks 12 (Twelve) Sq.ft., being the total area 25 Cottahs more or less with 400 Sq.ft. R.T.S. structure standing thereon within the limit of Hariharpur Gram Panchayat , Police Station - Baruipur, in the District of 24 Paraganas (South), together with easement rights and quasi easement rights of adjoining common passage,

**BOUNDARIES:**

ON THE NORTH : 23' ft 6" inch. wide Road.  
ON THE EAST : Property of Anil Kumar Chakraborty & Property of  
ON THE SOUTH : Lata Sushil Kumar Sengupta  
ON THE WEST : Property of Raja Bhadra  
L.R. Dag No.75

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.

Anil Kumar Chakraborty



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16 NOV 2012

**SECOND SCHEDULE- A ABOVE REFERRED TO**  
**(OWNER' ALLOCATION)**

The Owner shall receive 20% constructed area as full and final consideration to develop in respect of the said premises.

The developer shall pay Rs 25,00,000/- (Twenty Five Lakhs) only as refundable and/or adjustable Security Deposit with the Owners Allocation simultaneously with the execution of this Agreement of which the Owners do hereby accept and acknowledge.

**B-(MANNER OF COMPLETION)**

1. Vitrified flooring.
2. P.O.P. coating on walls.
3. Concealed electrical wiring with adequate points.
4. Concealed pipe fitting in toilet and kitchen.
5. Toilets: Two W.C. with 6' height glazed tiles.
6. Kitchen: Granite slab cooking platforms with stainless steel sink.
7. Aluminium sliding with glass panes.
8. Sal wood frame with flush doors in rooms.
9. For extra work of fitting of grill and other upgradations extra charges shall have to be paid in advance. (Grill fittings should be as per the standard design of the complex and to do fitted only from inside part of window sill.)

**EXTRA WORKS:**

Other than schedule, the charges will be decided by our Consulting Engineer.



~~Sub-Registrar~~  
~~16 NOV 2012~~  
16 NOV 2012



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:

1. *Saminu Paul*  
2011 Sami Paul  
Lawyer

2. *Prasanna Kumar*

*Anil K. Chakrabarty*  
(PAN NO. - AFKPC0543H)  
*Chandrababu Kumar Chakrabarti*  
(PAN NO. - ACEPC8621P)  
*Barun Kr. Chakrabarty*  
(PAN NO. - ACYPC3508M)  
*Indelima Chakrabarty*  
(PAN NO. - AUMPC7107G)  
*Amiya R. Chakrabarty*  
(PAN NO. - AGOPCT880R)  
*Sonali Mukhopadhyay*  
(PAN NO. - ANUPM9683N)

**SIGNED AND SEALED**

By the abovenamed **DEVELOPER**  
at **KOLKATA** in the presence of:

1. *Saminu Paul*

2. *Prasanna Kumar*

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 - 700 051.

For MAYFAIR VILLA PVT. LTD.

*Rohit*

Director

For MAYFAIR VILLA PVT. LTD.

*Samrat Sen*

Director



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16 NOV 2012

**MEMO OF CONSIDERATION**

**RECEIVED** Rs. 25,00,000/- (Rupees Twenty Five Lac) only from the  
with named Developer as security deposit under the following Memo :-

Cheque / Draft No.	Date	Drawn On	Payable to	Amount (Rs.)
191242	16.11.12	Bank of India, Park Circus Branch	Anil Kumar Chakraborty	5,00,000.00
191245	16.11.12	Bank of India, Park Circus Branch	Chanchal Chakraborty	5,00,000.00
192148	Do	Do	Do	5,00,000.00
191244	Do	Do	Barun Kumar Chakraborty	5,00,000.00
191250	Do	Do	Pratima Chakraborty	5,00,000.00
<b>TOTAL</b>			<b>Rs.</b>	<b><u>25,00,000.00</u></b>

(Rupees Twenty Five Lac) only

**WITNESSES:**

1. *Somnath*
2. *Pranish Kr. Sankh*

*Anil Kr. Chakraborty*  
*Chanchal Kumar Chakraborty*  
*Barun Kr. Chakraborty*  
*Pratima Chakraborty*  
*Amiya Sr. Chakraborty*  
*Sonal Mukhopadhyay*

**SIGNATURE OF THE VENDORS**



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১৫ নভেম্বর, ২০১২  
১৫ NOV 2012

**SPECIMEN FORM FOR TEN FINGER PRINTS**



*Anil K. Chakraborty*

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



*Chavahal Kumar Chakraborty*

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



*Barun K. Chatterjee*

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



*Pratima Chatterjee*

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



**Sub-Registrar**  
**Alipore, Alipore**  
**16 NOV 2012**

**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					

Aniya Pr. Chakraborty



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

Soumit Mukhopadhyay



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

Rohit Jha



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

Ganesh



কল্যাণ জেলা উপ-রেজিস্ট্রার  
কল্যাণ জেলা উপ-রেজিস্ট্রার, কল্যাণ  
কল্যাণ জেলা উপ-রেজিস্ট্রার, কল্যাণ  
কল্যাণ জেলা উপ-রেজিস্ট্রার, কল্যাণ  
16 NOV 2012