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Certified that the document is admitted to registration. The Signature Sheet and endorsement Sheet which are attached in this document are the part of this document

A.D.S.R Howrah

21 JUL 2015

Sourav Dutta

Director  
Sri Construction Private Limited


B 927245

21/7/15  
180538/15

**AGREEMENT FOR DEVELOPMENT OF LAND AND/OR CONSTRUCTION OF BUILDING**

THIS AGREEMENT FOR DEVELOPMENT is made on this 21<sup>st</sup> day of July, Two Thousand and Fifteen **B E T W E E N SRI SOURAV DUTTA**, (PAN AEGPD 6363 K), Son of Late Madan Mohan Dutta, by faith - Hindu, by nationality - Indian Citizen, by occupation - Business, residing at 5/2, Kshetra Mitra Lane, P.O. - Salkia, Police Station - Golabari, District - Howrah, PIN - 711106, hereinafter called and referred to as "**the OWNER / LANDLORD**" (which term and expression shall unless excluded



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by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the FIRST PART;

A N D

T. B. CONSTRUCTION PVT. LTD. (PAN AAECT 5889 M), a Private Limited Company, incorporated under the Companies Act of 1956, having its Regd. Office at 12 & 13, Sree Aurobinda Road, P.O. – Salkia, Police Station – Malipanchghora, District – Howrah, represented by its Director SRI TAPAN PAUL (PAN AFQPP 1118 M), Son of Sri Tarak Paul, by faith – Hindu, by nationality – Indian Citizen, by occupation – Business, resident of 5/2/5, Rashik Krishna Banerjee Lane, P.O. – Salkia, Police Station – Malipanchghora, District – Howrah, PIN – 711106, hereinafter called and referred to as “the DEVELOPER / CONTRACTOR” (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, executors, administrators, legal representatives and assigns) of the SECOND PART;

WHEREAS one Abani Dutta was the original owner, occupier and possessor of a plot of Bastu Land, measuring about 8 (eight) Cottahs 6 (six) Chittacks, comprised within Howrah Municipal Corporation Holding Nos. 5/1 and 5/2, Kshetra Mitra Lane, P.O. – Salkia, Police Station – Golabari,

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District - Howrah, PIN - 711106, under H.M.C. Ward No. 11, corresponding to Mouza - Golabari, under R.S. Khatian No. 17, R.S. Dag No. 370 and he mutated his name in Settlement Record and in Howrah Municipal Corporation;

AND WHEREAS the said Abani Dutta had no issues and as such he executed a WILL in respect of his above Property in favour of his wife Smt. Sabitri Dutta and the wife Smt. Sabitri Dutta became absolute owner of the Property by warrison after the death of said Abani Dutta on 16/01/1990;

AND WHEREAS due to family disturbances for the said Property, the said Sabitri Dutta executed a Deed of Settlement in respect of 4 (four) Cottahs 3 (three) Chittacks 24 (twenty four) Sq.ft. of the Property, lying and situated at Howrah Municipal Corporation Holding No. 5/2, Kshetra Mitra Lane, P.O. - Salkia, Police Station - Golabari, District - Howrah, PIN - 711106, in favour of one Madan Mohan Dutta;

AND WHEREAS during her life time the said Smt. Sabitri Dutta and the said Madan Mohan Dutta executed a registered Deed of Git in favour of Sri Sourav Dutta, Son of Madan Mohan Dutta in respect of 8 (eight) Cottahs 6 (six) Chittacks Mokorari Mourashi Bastu Land with Structure, lying and situated at Howrah Municipal Corporation Holding Nos. 5/1 and 5/2, Kshetra Mitra Lane, P.O. - Salkia, Police Station - Golabari, District -



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Howrah, PIN – 711106, under H.M.C. Ward No. 11, corresponding to Mouza – Golabari, under Khatian No. 17, R.S. Dag No. 370, in A.D.S.R. Howrah, vide Book No.I, C.D. Volume No.502-2015, Pages from 14719 to 14736, Being No.50203096, for the year 2015, dated on 24/06/2015;

AND WHEREAS the present owner Sri Sourav Dutta has been owner, occupier and possessor of 8 (eight) Cottahs 6 (six) Chittacks 0 Sq.ft. Bastu Land with Structure at Howrah Municipal Corporation Holding Nos. 5/1 and 5/2, Kshetra Mitra Lane, P.O. – Salkia, Police Station – Golabari, District – Howrah, PIN – 711106, under H.M.C. Ward No. 11, corresponding to Mouza – Golabari, Dag No. 370, under Khatian No. 17 more fully and particularly described in the Schedule 'A' herein below, by virtue of aforesaid registered Gift Deed and he has been paying H.M.C. taxes, govt. rents thereof and owned and possessed the same without any interference or objection from any corner whatsoever till date;

AND WHEREAS the structure thereon is dilapidated and by causing damages to the lives and properties and thus the reason and more profitable basis the Owner / Landlord intends to construct new masonry building thereupon the Said Property, but due to lack of experience, searching a good and financially sound Developer, who could do the

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necessary construction job on behalf of Owner / Landlord in respect of Schedule 'A' Property;

AND WHEREAS the Party of the Second Part / Developer mostly doing the construction job came to know the said desire of the Owner / Landlord and approached to the First Party with a formulated scheme to enter into a Development Agreement and to empower it for constructing new masonry building thereupon the Said Property;

AND WHEREAS after having protracted negotiations the Party of the First Part herein agreed to enter into a Development Agreement with the Party of the Second Part herein and in such effects the terms and conditions were settled after exhaustive discussion;

AND WHEREAS to avoid further complications the Parties hereto thought desirable that the terms and conditions be fully embodied in the Agreement so that there should not be any confusion in future towards the Development of the Said Property as well as Agreement for Development;

AND WHEREAS the Party of the Second Part however shall start the construction only after obtaining the Plan sanctioned by the Competent Authority of the Howrah Municipal Corporation, demolishing the existing structure thereupon the Said Property;



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NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by  
and between the Parties hereto as follows :

ARTICLE - I  
( Definitions )

Unless in these presents it is repugnant to or inconsistent the  
following words and/or expression shall mean as hereinafter mentioned.

- 1.1 OWNER shall mean the above named Owner/Landlord and his heirs,  
executors, administrators, legal representatives and assigns.
- 1.2 DEVELOPER shall mean the above named Developer Firm or any  
other Company formed by the above named Developer having office  
and license as would be required for such Company and it's  
successors-in-interest.
- 1.3 THE PROPERTY shall mean the Schedule mentioned Property,  
measuring more or less 8 (eight) Cottahs 6 (six) Chittacks, comprised  
within Howrah Municipal Corporation Holding Nos. 5/1 and 5/2,  
Kshetra Mitra Lane, P.O. - Salkia, Police Station - Golabari, District -  
Howrah, PIN - 711106, under H.M.C. Ward No. 11, corresponding to  
Mouza - Golabari, Dag No. 370, under Khatian No. 17, more fully  
described in the Schedule 'A' hereunder written.

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- 1.4 THE BUILDING shall mean the Building to be constructed on the Said Property in accordance with the Building Plan to be sanctioned by the Authority of Howrah Municipal Corporation at the cost of the Developer.
- 1.5 THE UNIT shall mean the partly or wholly constructed Flat/ Apartment/Room 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.
- 1.6 PROPORTIONATE OR PROPORTIONATE PORTION OR PORTIONATELY shall mean the ratio between the built up area of the Unit and the total constructed portion within the said Building.
- 1.7 THE COMMON PORTIONS shall mean and include the common portions to be made and erected for convenience of the Owner as well as intending Purchaser/s and/or lawful Occupiers.
- 1.8 MAP/PLAN shall mean the Plan which will be sanctioned by the Howrah Municipal Corporation showing the Flats, Apartment, Rooms etc. in each Floor.



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- 1.9 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 jointly after obtaining consent of the Owner, cost of which will be borne by the Developer.
- 1.10 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.
- 1.11 OWNER'S ALLOCATION shall mean and include 45% (forty five percent) share (out of which 2000 Sq.ft. Office-cum-Workshop in the Ground Floor and balance from Ground to Top Floor as per mutual understanding by Owner & Developer) out of the total Sanctioned Area of the proposed Multi-storied Building to be constructed by the Developer upon the Land of the 'Said Property' described in the Schedule 'A' hereunder written as well as the rights of user in the common parts, portions, facilities and of the roof also together with undivided, proportionate, impartible share in the LAND underneath the said construction along with easements rights in the common parts/facilities and of the Roof also.




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Please be noted here that if any deviation will be take place in the newly constructed Property the Owner's and Developer's Share will be 30% & 70% respectively on the deviated portion only.

The Developer do hereby agree and undertake to pay a sum of ₹40,00,000/- (Rupees Forty Lac) only to the Owner towards Refundable and/or Adjustable Down Payment which the Owner do hereby admit and acknowledge to have received the sum of ₹40,00,000/- (Rupees Forty Lac) only by A/c. Payee and Self Cheques from the Developer /Second Party on this day of execution of these presents as per 'Memo of Receipt' written herein below and simultaneously agree to refund and/or adjust the said total amount of ₹40,00,000/- (Rupees Forty Lac) only against his allocation at the present prevailing Market Price positively before taking over physical possession of Owner's Allocation as agreed upon.

1.12 DEVELOPER'S ALLOCATION shall mean and include the rest of the Sanctioned Areas i.e. 55% (fifty five percent) share out of the proposed Multi-storied Building to be constructed by the Developer upon the Land of the 'Said Property' described in the Schedule 'A' hereunder written TOGETHER WITH undivided, proportionate, impartible share in the Land underneath along with common parts /

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facilities and of the roof also, excluding the Owner's Allocation stated above as fully described.

ARTICLE - II  
 ( Commencement )

- 2.1 This Agreement shall be deemed to have commenced on and from the date of execution of these present.

ARTICLE - III  
 ( Owner's right and representations )

- 3.1 The Owner 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.
- 3.2 That excepting the Owner nobody else has any right, title and interest, claim or demand whatsoever or howsoever into or upon the Said Property.
- 3.3 The Said Property is free from all encumbrances, charges, liens, lispendents, attachments, trusts whatsoever or howsoever.
- 3.4 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 Owner.



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- 3.5 There is no bar, legal or otherwise for the Owner to obtain the Certificate or Certificates from the Income Tax Authority as per the provisions of the Income Tax Act or other consents and permission those may be required but the Developer shall be responsible for payment of Income Tax according to progress of construction save and except the Owner's Allocated portion and sale to the intending Purchaser/s.
- 3.6 That the total area comprised in the Said Property is about 8 Cottahs 6 Chittacks 0 Sq.ft. a little more or less.
- 3.7 That the Owner undertakes to handover the peaceful possession of the Property for the purpose of raising the new construction at the Said Property by the Second Party/ Developer.
- 3.8 That the Owner further undertakes to execute one General Power of Attorney appointing in favour of conferring all powers together with rights, authority and sell of any Flats/Shops/Garages/Godowns and proportionate undivided share of land under of 'A' Schedule and also shall have right to give by the Attorney the right to common use area things annexed with the 'A' Scheduled Building for the interest and benefit of the proposed Purchaser and the Power of Attorney which shall be given shall not be revoked except violation of terms herein

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contained by the Developer the Owner shall be bound to pay special damages to Developer as well as fine as may be levied.

- 3.9 That the Second Party/Developer shall have full right to register the Deed of Conveyance in respect of its own allocation of Ground Floor to Top Floor within the Said Property.
- 3.10 All the material arising consequent to the demolition of the existing Building and/or Structures shall belong to the Owner / Party of the First Part and upon demolition of the structure Owner / Party of the First Part shall cause the same to be removed at his own cost.

ARTICLE - IV  
 ( Building )

- 4.1 The Developer shall at its own cost construct, erect and complete the Building and the common facilities and also amenities at the said Premises in accordance with the Plan with good and standard quality of materials on approval of the Owner.
- 4.2 The Developer shall install and erect in the said Building at its own costs as per the specifications and also as per drawings provided by the Architect, Pump Water, Storage Tanks, Overhead Reservoirs, Electrification, Permanent Electric Connection from the C.E.S.C. Ltd. and electrification in the Building and also in the respective flats



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through concealed/casing wirings and other facilities as are required to be provided in a Residential Multi-storied building in Howrah in ownership basis of otherwise.

- 4.3 The Developer shall bear the entire cost of construction including Architect's fees for the Building if any, water, fire and scavenging charges etc.
- 4.4 The Developer shall join in the Deeds of Transfer of Owner's Share and vice-versa.

ARTICLE - V  
 ( Legal Proceedings )

- 5.1 It is hereby expressly agreed by and between the Parties hereto that it shall be the responsibility of the Developer to defend all actions, immotions and proceedings, which may arise in respect of the Development of the said Premises and all costs, charges and expenses incurred for that purpose with the approval of the Owner shall be borne and paid by the Developer alone.

ARTICLE - VI  
 ( Developer's Indemnity )

- 6.1 The Developer hereby undertake to keep the Owner's indemnified against all Third Party claim and actions arising out of any sorts of

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act of commission of the Developer or relating to the construction of the Building.

6.2 The Developer hereby undertakes to keep the Owner's indemnified against all acts, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the Development of the said Premises and/or in the manner of construction of the said Building and/or any defect therein.

ARTICLE - VII  
(Miscellaneous)

7.1 The Owner and the Developer have entered into this Agreement purely on contractual basis and nothing contained herein shall be deemed to construe as partnership between the Developer and the Owner or as a Joint Venture between the Parties hereto in any manner nor shall the Parties hereto constitutes as an Association or persons.

7.2 The Owner hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owner shall execute any such additional authorization in favour of his nominated persons for the purpose and the Owner also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all such acts,



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deeds and things do not in any way infringe on the right of Owner and/or against the spirit of this Agreement.

- 7.3 The Developer in consultation with the Owner shall frame a scheme for the Management and Administration of the said Building and/or common parts thereof. The Owner hereby agrees to abide by the rules and regulations of such Management, Society, Association, Holding Organization and hereby give her consent to abide by the same. The Developer shall also conform the specifications of the building materials and fittings and mode of flooring, plastering, colourings, wirings, etc. with the Owner in details on agreed terms.
- 7.4 It is expressly agreed by the Owner that at all times he will not cancel the said Agreement of Development without showing any reasonable ground against this Agreement of Development and if the Owner strict to cancel the Agreement without any reason then the Owner shall have to pay the entire expenses incurred by the Developer along with interest @ 12% p.a. of the total investment and the expected profit which shall be ascertained by the Expert Valuer at that time and such compensation shall be clear at once at the time of cancellation of the Agreement otherwise the Agreement shall be valid at all times.



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- 7.5 The name of the Building shall be decided later on by the parties on mutual understanding.
- 7.6 As and from the date of completion of the Building, the Developer and/or its transferees and the Owner and/or his 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 shares of the constructed area.
- 7.7 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.
- 7.8 That if the Developer fails to hand over the possession of the Owner's Share within 30 months from the date of sanction Plan then the Developer shall pay damages [~~@ ₹2,000/- (Rupees Two Thousand) only per month till such delay continue.~~]

ARTICLE - VIII  
 ( Force Majeure )

- 8.1 The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant



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obligations are prevented by the existence of the Force Majeure and shall be suspended from the obligations during the duration of the Force Majeure.

- 8.2 Force Majeure shall mean flood, earthquake, riot, war, tempest, civil commotion, strike only.

**TERMS AND CONDITIONS :**

WHEREAS the Owner herein considering the dilapidated condition has agreed to develop the 'A' Schedule mentioned Property by appointing Developer and the Owner considering the name, fame and the goodwill made approach to the Developer for making construction of the Building on the 'A' Schedule Property conveying that as consideration of the Schedule Property the Developer shall have to give 45% Sanctioned Area (complete good habitable condition) out of which 2000 Sq.ft. Office-cum-Workshop in the Ground Floor and balance from Ground Floor to Top Floor out of the total sanctioned area (free of cost) within 30 Months from the date of Sanction of the said Building Plan.

In addition to terms and conditions a sum of ₹40,00,000/- (Rupees Forty Lac) only by Cheques amount to be paid by the Developer to the Owner at the time of execution of this Agreement which will be adjusted

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with the Owner's Allocation in future with construction of Ground plus  
 ..... Storied Building.

AND WHEREAS the Developer shall make construction entirely at its own cost and shall be exclusive Owner of balance area except Owner's Allocation of the proposed Building together with the proportionate share of Land. The Owner shall continue to have the ownership of the Property built up as mentioned in terms and conditions;

AND WHEREAS the Parties herein for avoiding all disputes and also maintaining good relation among them and completion of construction work peacefully do hereby agree on the following terms and conditions :

1. The amount of ₹40,00,000/- (Rupees Forty Lac) only which is paid to the Landlord by the Developer as Down Payment at the time of signing of this Agreement will be adjusted with the Owner's Allocation in future.
2. The Developer will take responsibility and/or will bear the cost and expenditure of the shifting charges of the Landlord.
3. That the Owner shall handover all Copies of documents all Deeds as mentioned, copy of Revisional Settlement and Land Reforms



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Settlement Records, Rent Receipt and Municipal Tax Receipt lying in the name of Owner and other documents to the Developer within 15 days from the date of execution of this Agreement for investigation of marketable title to the satisfaction of the Developer and its Advocate.

4. That the Owner hereby declares that the Property in Schedule 'A' is being the absolute Property of the Owner and have good saleable and marketable title and is not subject matters of any mortgage, liens, surety, attachment and involved with any pending litigation and the Property or any part of its have not been affected by any acquisition and requisition and the Property is free from all encumbrances whatsoever. The Owner further declares if any statement is found to be false subsequently shall be liable to pay damage.
5. That the Owner shall deliver possession of his occupied portion mentioned in the Schedule 'A' to the Developer after the Developer fulfill the following re-settlement laid down under terms and conditions to the satisfaction of the Owner.

The Developer will take initiative for shifting the place of residence of the Landlord to other suitable rental place at the own cost of the Developer. The Developer shall bear the monthly rents of such

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accommodation till the completion of the new Building from demolition period.

6. That the Site Plan, Building Plan for construction of proposed Multi-storied Building shall be drawn and prepared and sanctioned by the Howrah Municipal Corporation through the Developer's appointed Architect, Engineer in conformity with the Building regulation of the West Bengal Municipal Act and the existing by laws if any of the local Municipality.
7. That the Owner at his own cost shall demolish the existing old building and shall realize the cost of demolition by selling the building materials and the Owner shall be exclusive owner of the old building and the Developer shall not be liable to pay or do any thing during demolition work or if any accident is caused to the neighbouring house in that case, the Owner shall be bound to pay damages and also shall be liable for the same. Developer shall not be responsible for any settlement whatsoever.
8. That the Developer shall bear all costs for preparing of Building Plan and also shall deposit all cost and charges which will be required for the purpose of getting sanction of Building Plan or any supplementary plan or revised plan.



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9. That the Owner shall sign the Site Plan of the proposed Multi-storied Building to be submitted before the Municipal Corporation from taking sanction and shall observe all formalities which will be required for the purpose of getting sanction of the Building Plan.
10. That the Developer after getting delivery of sanction Plan from the Municipal Corporation shall proceed for construction of the Building in conformity with the sanction of building and the entire construction work shall be completed within 30 months from the date of sanction Building Plan from Howrah Municipal Corporation including inside and outside plastering. However, the Owner's Allocation shall be completed within 30 months from the date of sanction of Plan.
11. That the roof right shall be reserved for the Owner and Developer in 50:50 share. The Developer shall install there, the Water Reservoirs. The (proposed) Purchaser/s shall be entitled to use the Top Roof for installing T.V. Antenna or they can use the Top Roof for any occasional purpose against prior permission of the Developer or the Association to be formed.

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12. That the Owner shall not be entitled to claim any further constructed area or any further cash money beyond the mentioned under the terms and conditions of the Agreement.
13. That the Developer and Owner will have the exclusive and absolute ownership of their allotted areas as per the sanctioned Plan together with proportionate undivided share of land also both of them shall have all right to transfer the common right, facilities of the Building to their prospective Purchasers.
14. That the Owner shall execute one General Power of Attorney appointing in favour of the Developer covering all powers together with right, authority and sell of any Flats/Shops/ Garages/Godowns under the Developer's Allocation only and have the right to give by the Attorney the right to common use area things annexed with the 'A' Schedule Building for the interest and benefits of the proposed Purchasers. The Owner herein further declares that the Power of Attorney to be given shall not be revoked unless the Developer makes any breach of this Agreement in violation of the Owner shall be bound to pay special damages to Developer as well as fine may be levied by the Government.



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15. That the Owner after getting desire to make extra work the said shall convey in writing before starting of brick work subject to condition the estimate cost of said shall deposited to the Developer within 7 days otherwise the Developer will not be bound to do the said work.
16. That the Owner shall always co-operate with the Developer or person(s) engage by them in all matters not detrimental to the interest of the Owner.
17. That the Owner shall not be liable to pay for damages to the person(s) appointed by the Developer for the said construction work on the said plot of land described in 'A' Schedule.
18. That the Developer at its own cost, expenses or for advance taken from the prospective Purchasers shall construct by building by engaging its own map and shall keep stock of building materials at the site of construction of the said building. The Owner hereby authorized the Developer to do all lawful acts, deeds, things and all local element which will be necessary for the completion of construction work and shall grant other power and authorize as may be reasonably required by the Developer.

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19. That the Owner shall be bound to pay proportionate maintenance charges of their occupied Flats/Office spaces or portions to the Developer so long the Association of Flat/Shop Owners is not formed.
20. That the Owner shall take possession of their occupied portion shall apply for mutation for separate assessment and shall pay municipality tax separately so long mutation is not made, proportionately tax to be paid if in the mean time occupation tax is not fixed by Municipality.
21. That the Owner shall have the right to sell any portion of his allocated share in the Ground and Top Floor and also any of his own portion or the portions.
22. That the name of the proposed Building shall not be changed by anyone.
23. That the Owner shall not make any structural addition, alteration and also shall not do any act causing damages of plinth, foundation wall, floor or any portion of the Building.
24. That the Owner shall be entitled to use all common areas and facilities jointly along with other Flat Owners.



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NOTWITHSTANDING the terms herein contained :

- a. The Developer before delivery of possession to any one, shall deliver the Owner's share as mentioned above.
- b. The Developer shall not delegate or re-delegate its powers or authorities hereby given to them or accrued by them, to any one and or any firm or company.
- c. The Developer shall not induct any Tenant or Lessee in the Said Property and new construction.
- d. On expiry of 30 (thirty) months from the date of execution of this Agreement for Development, all rights and powers of raising construction by the Developer shall stand automatically ceased/revoked but its liabilities continues and remain.

-:: SCHEDULE 'A' REFERRED TO ABOVE ::-

ALL THAT the piece and parcel of Mokorari Mourashi Bastu Land containing an area measuring more or less 8 (eight) Cottahs 6 (six) Chittacks 0 Sq.ft. Bastu Land with Structure at Howrah Municipal Corporation Holding Nos. 5/1 and 5/2, Kshetra Mitra Lane, P.O. – Salkia, Police Station – Golabari, District – Howrah, PIN – 711106, under H.M.C.

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Ward No. 11, corresponding to Mouza - Golabari, Dag No. 370, under Khatian No. 17 J.L. No. ...., within the jurisdiction of Additional District Sub-Registry Office and District Sub-Registry Office at Howrah together with all easements and appurtenances thereto and the said Premises is being butted and bounded as follows :

ON THE NORTH : Holding No. 5/4/2,-Kshetra Mitra Lane;

ON THE SOUTH : Kshetra Mitra Lane;

ON THE EAST : Bamboo (Bans) Gola;

ON THE WEST : Kshetra Mitra Lane;

-:: SCHEDULE 'B' ABOVE REFERRED TO :-

ALL THAT : Flat in the Ground Floor to Top Floor situated and lying at the Premises described in the Schedule 'A' above and more fully described of General facilities with brochure.

FOUNDATION : R.C. Footing/Strip Foundation.



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- STRUCTURE : 5"/3" thick brick wall with Plaster finished external  
 5" thick brick wall plaster painted with two coated of  
 external finish paint. Inner wall will be paris finish.
- FLOOR : Marble Flooring.
- PLUMBING : Waste water rain water pipes will be PVC Make.
- DOOR SIZE : All inner door will be Ply Flush Door and Frame will  
 be made by Sal Wood (4"X3"). The Main Door will  
 be Wooden.
- WINDOW : Aluminium Sliding with M.S. Box Grill.
- HALL ROOM : One Basin.
- KITCHEN : Marble flooring with Black Madras Stone Platform  
 Top (at 2'-6" app. Height) with one sink with tap up  
 and down (2 Nos.).
- BATH : Marble flooring with 5'-0" height glaized tiles. Wall  
 will be coated with Paris with tap water line and  
 one shower. One Indian type pan.
- ELECTRICAL : Casing Wiring with Standard I.S.I. marked cable.

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-:: MEMO OF RECEIPT ::-

RECEIVED a sum of ₹40,00,000/- (Rupees Forty Lac) only as Refundable and/or Adjustable Down Payment from the Developer by A/c. Payee and Self Cheques as per the following manner :

<u>Date</u>	<u>Chq. No.</u>	<u>Drawn on</u>	<u>Amount (₹)</u>
13.06.15		Axis Bank, Salkia Br.	2,00,000/-
13.06.15		"	2,00,000/-
03/07/15	038287	HSBC Bank, Howrah Maidan Br.	3,00,000/-
15.07.15	978826	Allahabad Bank, Salkia Br.	3,00,000/-
15.07.15	978827	"	7,00,000/-
16.07.15	978828	"	5,00,000/-
17.07.15	978829	"	5,00,000/-
17.07.15	978830	"	3,00,000/-
21.07.15	978831	"	5,00,000/-
21.08.15	978832	"	5,00,000/-

TOTAL - ₹ 40,00,000/-

(Rupees Forty Lac) only.

Sourav Dutta

Signature of the LANDLORD



Soupar Dutta

[Signature]

TB Construction Private Limited  
Director

[Signature]

IN WITNESSES WHEREOF We, the Parties of this Agreement have put our respective signatures and seals on this the day, month and year first above written.

SIGNED, SEALED and DELIVERED in the Presence of :

WITNESSES :

- 1. Subrata Ray,  
S/o. Sri Sudhakar Ray  
11/1, Kishor Lal Buzha  
Road, Saltan's Hoachak-5.

Soupar Dutta  
[Signature]

Signature of the FIRST PARTY/LANDLORD

- 2. Kalpana Jana,  
31, Baxal Para lane  
Saltan's Hoachak-6

TB Construction Private Limited.  
[Signature]  
Director

Signature of the SECOND PARTY/DEVELOPER

Drafted by me and prepared in my Sheristha.

[Signature]  
Advocate

[Signature]  
002 736 179

Computer composed by :

Tushar Kanti Kar

..... end