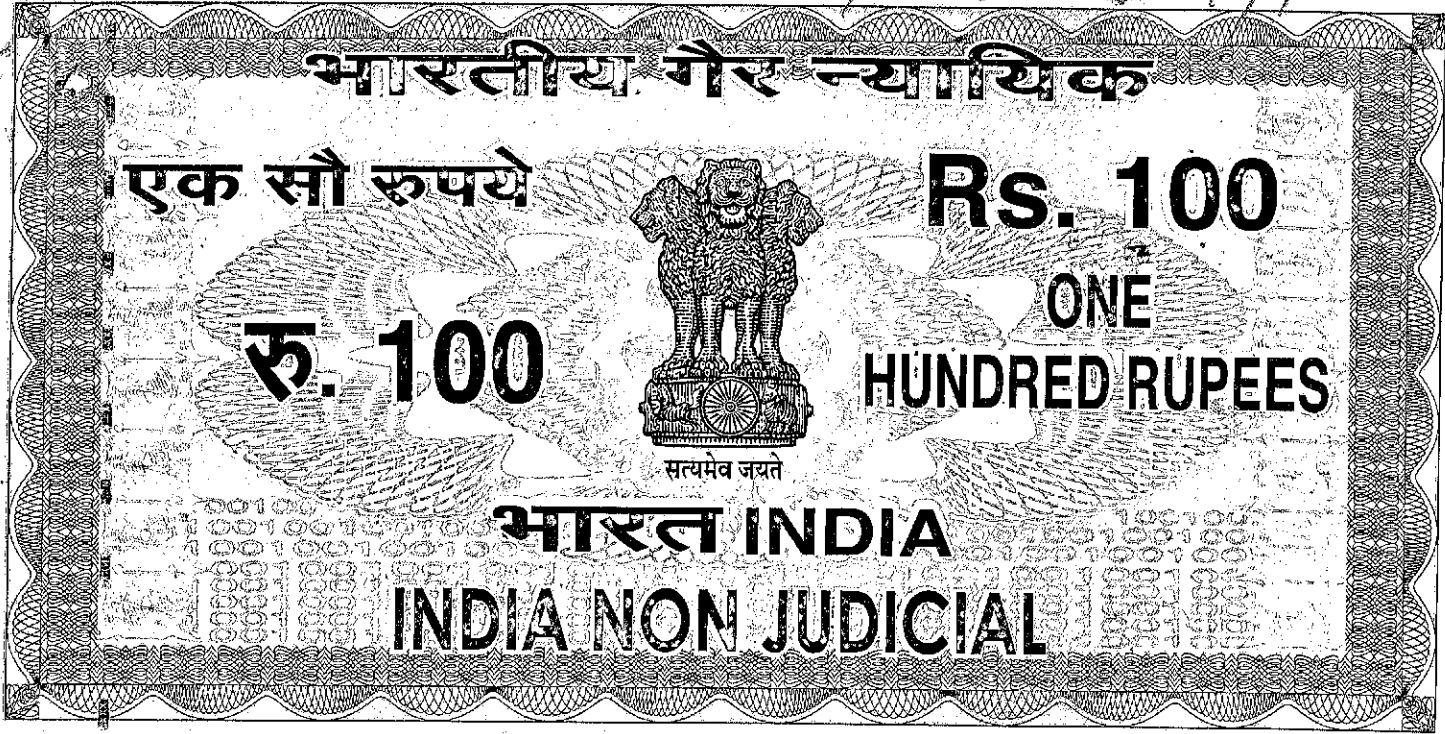


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1-2 5659/15.



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

U 777383

20/09/15  
 6.12.15  
 Q-10801307/15

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

Addl. District Sub-Registrar  
 Behala, South 24 Parganas

THIS AGREEMENT made this 20<sup>th</sup> day of JULY Two Thousand and Fifteen BETWEEN (1) (SMT.) **KOUSHALYA DEVI AGARWAL** wife of Kishore Kumar Agarwal residing at 49A T.C. Road, Post Office New Alipore, Police Station

Koushalya Agarwal

कुशाल्या देवी, प्रजापति

Anita Agarwal

PANSARI DEVELOPERS (P) LTD.

Director

28709

No. ....  
Sold To.....  
of.....  
Rs. ....

D.S. LAW ASSOCIATES  
Advocates  
42 Noida  
7B & 2H  
Kankaria Street,  
Ahmedabad - 380001

28 MAY 2015

D.S. LAW ASSOCIATES  
Advocates  
42 Noida  
7B & 2H  
Kankaria Street,  
Ahmedabad - 380001

- Amite Agarwal



V.C.T.I  
2491

28 MAY 2015

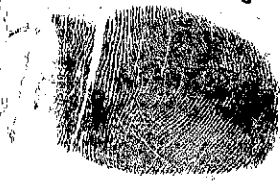
P. CHATTERJI  
16, India Exchange Place, Kol-1  
Licensed Stamp Vender  
L. No. : 1-1-RS/1989

- Amite Agarwal  
(AMITA AGARWAL)



V.C.T.I  
2492

Koushalya Agarwal



V.C.T.I  
2493

सुमिता देवी शर्मा



V.C.T.I  
2494



MAHESH DEVELOPERS (P) LTD.

- Mahesh Agarwal  
Director

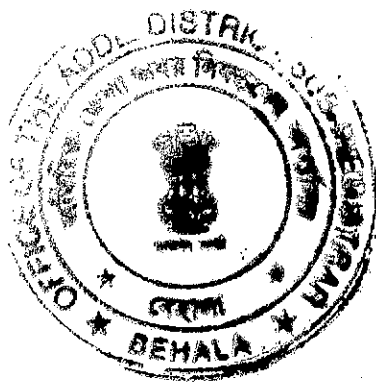
Identified by me  
@ Deep Mahato  
S/Deep Mahato  
C/o Zava Tola  
Town/Vill - Hasaur  
Anchal - Beldand  
Distt - Sitamarhi  
Pin - 843316  
Service

A.D.S.R. Behala  
20 JUL 2015  
Dist. South 24 Pgs.

## Seller, Buyer and Property Details

### A. Land Lord & Developer Details

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	<p>KOUSHALYA DEVI AGARWAL Wife of KISHORE KUMAR AGARWAL 49A, T C ROAD, P.O:- NEW ALIPORE, P.S:- New Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700053 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. ACZPA6834H, Status : Self Date of Execution : 20/07/2015 Date of Admission : 20/07/2015 Place of Admission of Execution : Pvt. Residence</p>
2	<p>AMITA DEVI AGARWAL Wife of SAJJAN KUMAR AGARWAL 49A, T C ROAD, P.O:- NEW ALIPORE, P.S:- New Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700053 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. ACXPA1902A, Status : Self Date of Execution : 20/07/2015 Date of Admission : 20/07/2015 Place of Admission of Execution : Pvt. Residence</p>
3	<p>SUMITRA DEVI AGARWAL Wife of GOKUL CHAND AGARWAL 49A, T C ROAD, P.O:- NEW ALIPORE, P.S:- New Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700053 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. ACWPA6161G, Status : Self Date of Execution : 20/07/2015 Date of Admission : 20/07/2015 Place of Admission of Execution : Pvt. Residence</p>



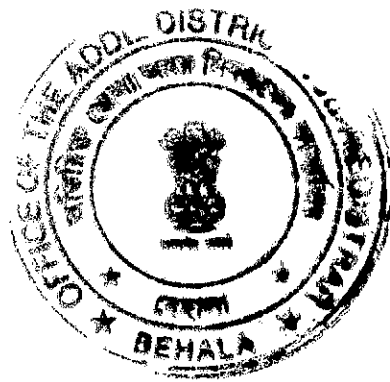
Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	PANSARI DEVELOPERS PRIVATE LIMITED 14, N S ROAD, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 PAN No. AABCP6809N, Status : Organization Represented by representative as given below:-
1(1)	MAHESH AGARWAL Son of GOKUL CHAND AGARWAL 14, N S ROAD, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700053 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Status : Representative Date of Execution : 20/07/2015 Date of Admission : 20/07/2015 Place of Admission of Execution : Pvt. Residence

### B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1.	DILEEP MAHATO Son of Late NATHUNEE MAHATO C /O. ZAVATOLA, TW/VL HASAUR, P.O:- TARIYANI CHAPRA, P.S:- BELSAND, District:-Sitamarhi, Bihar, India, PIN - 843316 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India,	KOUSHALYA DEVI AGARWAL, AMITA DEVI AGARWAL, SUMITRA DEVI AGARWAL, MAHESH AGARWAL	

### C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: S. N. Roy Road, Road Zone : (J.L.Sarani -- Buro Shibtala Main Road/Premises not Located on Road) , , Premises No. 17, Ward No: 117	(J.L.Sarani -- Buro Shibtala Main Road/Premises not Located on Road)	19 Dec	70,000/-	2,57,99,106/-	Proposed Use: Bastu, Property is on Road



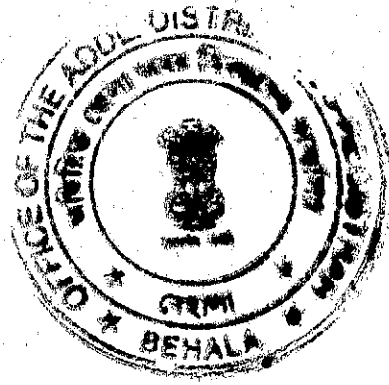
Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
S1	On Land L1	1000 Sq Ft.	30,000/-	2,57,99,106/-	Structure Type: Structure
	Floor 0	1000 Sq Ft.		7,50,000/-	Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	AMITA DEVI AGARWAL	PANSARI DEVELOPERS PRIVATE LIMITED	6.33333	33.3333
	KOUSHALYA DEVI AGARWAL	PANSARI DEVELOPERS PRIVATE LIMITED	6.33333	33.3333
	SUMITRA DEVI AGARWAL	PANSARI DEVELOPERS PRIVATE LIMITED	6.33333	33.3333

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	AMITA DEVI AGARWAL	PANSARI DEVELOPERS PRIVATE LIMITED	333.333 Sq Ft	33.3333
	KOUSHALYA DEVI AGARWAL	PANSARI DEVELOPERS PRIVATE LIMITED	333.333 Sq Ft	33.3333
	SUMITRA DEVI AGARWAL	PANSARI DEVELOPERS PRIVATE LIMITED	333.333 Sq Ft	33.3333

#### D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	SAMAR CHAKRABORTY
Address	4D, NICCO HOUSE, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001
Applicant's Status	Advocate





Office of the A.D.S.R. BEHALA, District: South 24-Parganas

Endorsement For Deed Number : I - 160705659 / 2015

Query No/Year	16071000130748/2015	Serial no/Year	1607006004 / 2015
Deed No/Year	I - 160705659 / 2015		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	AMITA DEVI AGARWAL	Presented At	Private Residence
Date of Execution	20-07-2015	Date of Presentation	20-07-2015

Remarks

On 19/06/2015

**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 2,65,49,106/-

  
(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BEHALA  
South 24-Parganas, West Bengal

On 20/07/2015

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

Presented for registration at 18:45 hrs on : 20/07/2015, at the Private residence by AMITA DEVI AGARWAL , one of the Executants.

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

Execution is admitted on 20/07/2015 by

KOUSHALYA DEVI AGARWAL, Wife of KISHORE KUMAR AGARWAL, 49A, T C ROAD, P.O: NEW ALIPORE, Thana: New Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700053, By caste Hindu, By Profession Others

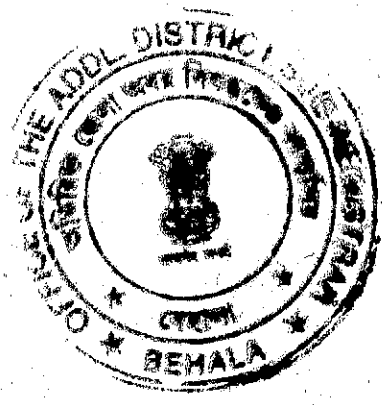
Indetified by DILEEP MAHATO, Son of Late NATHUNEE MAHATO, C /O. ZAVATOLA, TW/VL HASAUR, P.O: TARIYANI CHAPRA, Thana: BELSAND, , Sitamarhi, BIHAR, India, PIN - 843316, By caste Hindu, By Profession Others

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

Execution is admitted on 20/07/2015 by

AMITA DEVI AGARWAL, Wife of SAJJAN KUMAR AGARWAL, 49A, T C ROAD, P.O: NEW ALIPORE, Thana: New Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700053, By caste Hindu, By Profession Others

Indetified by DILEEP MAHATO, Son of Late NATHUNEE MAHATO, C /O. ZAVATOLA, TW/VL HASAUR, P.O: TARIYANI CHAPRA, Thana: BELSAND, , Sitamarhi, BIHAR, India, PIN - 843316, By caste Hindu, By Profession Others



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

Execution is admitted on 20/07/2015 by

SUMITRA DEVI AGARWAL, Wife of GOKUL CHAND AGARWAL, 49A, T C ROAD, P.O: NEW ALIPORE, Thana: New Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700053, By caste Hindu, By Profession Others

Indetified by DILEEP MAHATO, Son of Late NATHUNEE MAHATO, C /O. ZAVATOLA, TW/VL HASAUR, P.O: TARIYANI CHAPRA, Thana: BELSAND, , Sitamarhi, BIHAR, India, PIN - 843316, By caste Hindu, By Profession Others

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

Execution is admitted on 20/07/2015 by

MAHESH AGARWAL, , PANSARI DEVELOPERS PRIVATE LIMITED , 14, N S ROAD, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001

Indetified by DILEEP MAHATO, Son of Late NATHUNEE MAHATO, C /O. ZAVATOLA, TW/VL HASAUR, P.O: TARIYANI CHAPRA, Thana: BELSAND, , Sitamarhi, BIHAR, India, PIN - 843316, By caste Hindu, By Profession Others

  
(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BEHALA  
South 24-Parganas, West Bengal

**On 21/07/2015**

**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 : 48(g) of Indian Stamp Act 1899.

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 14/- ( E = Rs 14/- ) and Registration Fees paid by Cash Rs 14/-

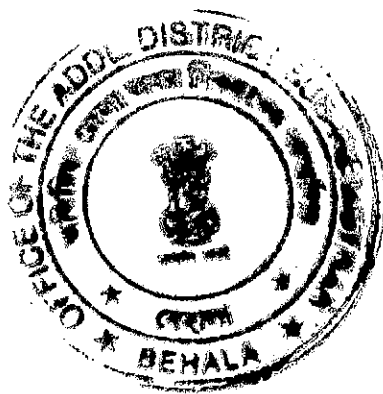
**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,050/- and Stamp Duty paid by Draft Rs 40,064/-, by Stamp Rs 100/-

**Description of Stamp**

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 777383, Purchased on 28/05/2015, Vendor named P Chatterjee.

**Description of Draft**



1. Rs. 14/- is paid, by the Draft(other) No: 853128000426, Date: 02/07/2015, Bank: STATE BANK OF INDIA (SBI), NETAJI SUBHAS ROAD BR.

2. Rs 40,050/- is paid, by the Draft(other) No: 853129000426, Date: 02/07/2015, Bank: STATE BANK OF INDIA (SBI), NETAJI SUBHAS ROAD BR.



(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BEHALA  
South 24-Parganas, West Bengal



**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1607-2015, Page from 46049 to 46079**

**being No 160705659 for the year 2015.**



Digitally signed by ASISH GOSWAMI  
Date: 2015.07.23 17:02:24 +05:30  
Reason: Digital Signing of Deed.

AS

**(Asish Goswami) 23/07/2015 5:02:23 PM**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BEHALA**  
**West Bengal.**

**(This document is digitally signed.)**

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1  
2  
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12



New Alipore, Kolkata 700053, having PAN ACZPA6834H, **(2) (SMT.) AMITA DEVI AGARWAL** wife of Sajjan Kumar Agarwal residing at 49A T.C. Road, Post Office New Alipore, Police Station New Alipore, Kolkata 700053, having PAN ACXPA1902A, AND **(3) (SMT.) SUMITRA DEVI AGARWAL** wife of Shri Gokul Chand Agarwal residing at residing at 49A T.C. Road, Post Office New Alipore, Police Station New Alipore, Kolkata 700053, having PAN ACWPA6161G, hereinafter jointly referred to as “the **OWNERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective heirs executors administrators legal representatives and/or assigns) of the **ONE PART AND PANSARI DEVELOPERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 14, N.S Road, Post Office GPO, P.S. Hare Street, Kolkata-700001 having PAN AABCP6809N represented by its Director Mahesh Agarwal son of Sri, Gokul Chand Agarwal residing at 50, T.C. Road, Post Office New Alipore, Police Station New Alipur, Kolkata-700053 having PAN ADBPA1190P hereinafter referred to as “the **DEVELOPER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office) of the **OTHER PART**:

**PART-I # DEFINITIONS:**

1. Unless in this Agreement there be something contrary or repugnant to the subject or context:-
  - (a) “**Building Complex**” shall mean and include the said Premises and the New Building thereat with the Common Areas and Installations;
  - (b) “**Building Plans**” shall mean the plan for construction of the New Building sanctioned by the Kolkata Municipal Corporation vide Building Sanction No.2014130400 dated 7<sup>th</sup> January 2015 and include all modifications and/or alterations as may be made thereto;
  - (c) “**Common Areas and Installations**” shall according to the context mean and include the areas installations and facilities comprised in and for the individual New Building and/or the said Premises and/or any part or parts thereof as may be expressed or intended by the Developer from time to time for use in common with rights to the Developer to keep any part or parts of the Common Areas and Installations as being meant for use by the select category or group of Transferees and such other persons as the Developer may deem fit and proper. A tentative list of the proposed Common Areas and Installations is mentioned as the **SECOND SCHEDULE** hereunder written but the same is subject to modifications or changes as may be made by the Developer therein;
  - (d) “**New Building**” shall mean the several individual building to be constructed from time to time at the said Premises;

*[Handwritten Signature]*



A.D.S.R. Behala  
20 JUL 2015  
Dist. South 24 Pgs.

- (e) **"Internal Agreed Proportion"** shall mean the proportion of sharing of the Owners' Allocation inter se amongst the Owners which shall be equal one-third for each of the Owners;
- (f) **"Transfer"** with its grammatical variations shall include transfers by sale, lease, letting out, grants, exclusive rights or otherwise;
- (g) **"Owners' Allocation"** shall according to the context mean 20% (20 per cent) of the Realizations to and shall include the shares or portions if allotted to the Owners or any of them under **clause 12.3** (and/or sub-clauses thereof) hereto;
- (h) **"Developer's Allocation"** shall according to the context mean 80% (80 per cent) of the Realizations to and shall include the shares or portions if allotted to the Developer under **clause 12.3** (and/or sub-clauses thereof) hereto;
- (i) **"Agreed Ratio"** shall mean the ratio of sharing or distribution of Realization and others hereunder between the Owners and the Developer which shall be 20% (20 per cent) belonging to the Owners and 80% (80 per cent) belonging to the Developer;
- (j) **"Project"** shall mean the development of the Building Complex and Transfer of the same;
- (k) **"Realization"** shall mean and include the consideration received against Transfer of the Units, Parking Spaces and other Transferable Areas from time to time but shall not include any amounts received on account of Extras and Deposits;
- (l) **"said Premises"** shall mean immovable property with a land area of 15.30 Satak or 9 Cottah 4 Chittakcs 11 Square feet more or less at Municipal Premises No.17 S. N. Roy Road, Kolkata-700038 fully described in the **FIRST SCHEDULE** hereunder written;
- (m) **"Transferable Areas"** shall mean the Units, Parking Spaces and anything comprised in the Building Complex which is commercially exploited including by adding to the chargeable super built-up area or otherwise;
- (n) **"Transferees"** shall mean the persons to whom any Transferable Areas in the Building Complex is Transferred or agreed to be Transferred;
- (o) **"Units"** shall mean the independent and self-contained flats, offices, shops and other constructed spaces in the New Building at the said Premises capable of being exclusively held used or occupied by a person.

**PART-II # RECITALS:**

- 2. **WHEREAS** the Owners have purchased the said Premises in equal shares;
- 2.1. **AND WHEREAS** the Owners have in common desired to enjoy the commercial benefit out of development of the said premises on engagement of developer and

*[Handwritten Signature]*



**A.D.S.R. Behala**  
**20 JUL 2015**  
**Dist. South 24 Pgs.**

promoter who would at its own costs and expenses construct a Building Complex thereon and would Transfer the same to interested transferees and the Owners shall be entitled to a specified percentage of the consideration payable by the transferees for such Transfer as consideration for sale of proportionate undivided share in the land to such interested transferees;

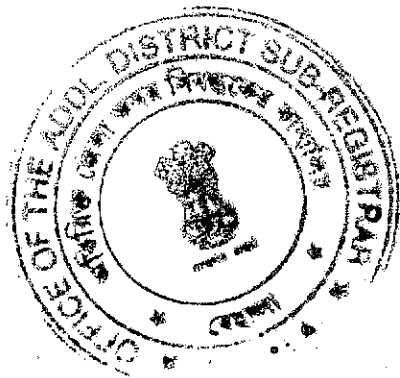
- 2.2. **AND WHEREAS** upon mutual discussions and negotiations between the parties, it was agreed and decided by and between them that the Developer hereto would be responsible as the developer for the Building Complex at the said Premises who would construct the same exclusively at its costs and expenses and would also Transfer the same and the Realizations would belong to the parties in the Agreed Ratio and the Owners shall receive their share of the Realizations as consideration for sale of proportionate shares in land in favour of Transferees of Transferable Areas upon completion of construction thereof;
- 2.3. **AND WHEREAS** in pursuance of the said agreement and pending execution of the formal agreement between the parties, the Developer has caused the Building Plans for construction of the New Building to be sanctioned from the Kolkata Municipal Corporation vide Building Plan No. 2014130400 dated 7<sup>th</sup> January 2015 and paid all costs and expenses thereof and has also commenced construction at the said Premises.
- 2.4. **AND WHEREAS** to avoid possible disputes and differences in future between the parties desired to record into writing the terms and conditions agreed between them as contained in this Agreement.

**PART-III # WITNESSETH:**

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO** as follows:-

- 3. DEVELOPMENT AND CONSTRUCTION:**
- 3.1. The Owners have agreed to appoint the Developer and grant to the Developer the exclusive rights and authority to develop the said Premises and construct the Building Complex thereon and to Transfer the same for benefit of both the Owners and the Developer as contained herein and for the consideration and on the terms and conditions hereinafter contained.
- 3.2. It is recorded that the Owners shall not be required to contribute, take part and/or join in with regard to construction of the New Building at the said Premises, which shall be carried out by the Developer on its own.
- 3.3. The Developer by virtue of this Agreement made hereunder shall be solely entitled to develop the said Premises and to look after, supervise, manage and administer the progress and day to day work of construction of the Building Complex.

*[Handwritten Signature]*



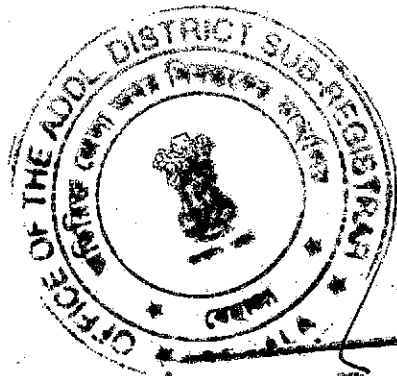
A.D.S.R. Behala

20 JUL 2015

Dist. South 24 Pgs.

- 3.4. The Owners shall be entitled to the Owners' Allocation being 20% (twenty per cent) of the Realizations and also any shares or portions if allotted to the Owners or any of them under **clause 12.3** (and/or sub-clauses thereof) hereto and the Developer shall be entitled to the Developer's Allocation being 80% (eighty per cent) of the Realizations and also any shares or portions if allotted to the Developer or any of them under **clause 12.3** (and/or sub-clauses thereof) hereto.
- 3.5. The Developer agrees to develop the said Premises in the manner hereinafter mentioned and to provide or cause to be provided all requisite workmanship, materials, technical knowhow for the same and to pay the costs and expenses thereof in the manner mentioned hereinafter.
- 3.6. The Building Complex shall be constructed and completed by the Developer in the manner and as per the Building Plans and Specifications herein agreed at the Developer's cost.
- 3.7. The Owners have agreed to convey proportionate shares in land attributable to the Units and other transferable areas, as applicable, in favour of the Transferees upon completion of construction thereof by the Developer in terms hereof.
- 4. LICENSE TO ENTER UPON:**
- 4.1. With effect from the date hereof the Developer shall have the mere license to enter upon the said Premises strictly to carry out all construction works required for the development of the Building Complex. The legal possession of the said Premises is and shall continue to be exclusively with the Owners until completion of the Building Complex and only thereafter the Owners and the Developer shall be in joint possession with right to the Developer to deliver possession of the Transferable Areas directly to the Transferees thereof.
- 5. TITLE, ENCUMBRANCES AND PROPERTY RELATED OBLIGATIONS:**
- 5.1. The said Premises and each part thereof is and shall be free of and from Encumbrances created or suffered by the Owners. It is recorded that the Developer has investigated, verified and satisfied itself fully as regards the title, measurement, location and nature of the said premises. In case any Encumbrance arises or is detected in respect of the said Premises or any part thereof at any time or in case any defect or deficiency in the title of the said Premises arises or is detected at any time or there is any claim of possession or occupation by any person in respect of the said Premises at any time, the same shall be suitably contested and dealt with by the Developer and the cost of the same shall be borne and paid by the parties hereto in the Agreed Ratio;
- 5.2. In case the records of the Kolkata Municipal Corporation or any other concerned authority require any correction or rectification or change, the Developer shall cause the same at its own costs and expenses;





**A.D.S.R. Behala**

**20 JUL 2015**

**Dist. South 24 Pgs.**



- 5.3. The Owners shall apply for and obtain any approval, permission, No Objection Certificates and/or clearances that may be required in respect of the ownership and title of the said Premises;
- 5.4. The Owners shall pay and clear upto date Khajana and Municipal Tax, if any outstanding;

**6. TITLE DEEDS:**

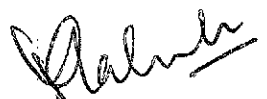
- 6.1. All original documents of title relating to the said Premises shall be delivered by the Owners to the Developer who shall keep the same in safe, unobliterated and uncanceled condition.
- 6.2. The Owners and the Developer shall be entitled from time to time and at all times to produce, give copies and extracts of and from the said original documents of title before government and semi government bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers, buyers/transferees of their respective areas in the Building Complex and financial institutions providing finance to the Developer and buyers/transferees and other persons and authorities as may be required and the Owners agrees to produce the deeds and provide copies thereof and co-operate with the Developer fully in this regard.

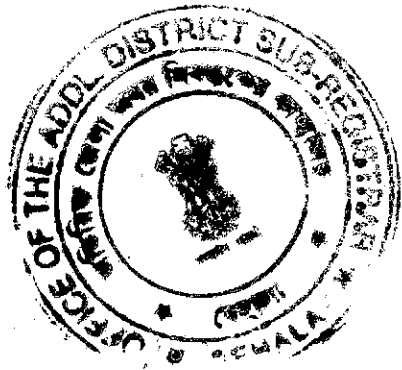
**7. BUILDING PLANS:**

- 7.1. It is recorded that the Developer has already caused the Building Plan sanctioned for construction of the New Building for the said premises.
- 7.2. The Developer shall be entitled from time to time to cause modifications and alterations to the building plans in such manner and to such extent as the Developer may, deem fit and proper but with the consent of the Architects. All fees, costs, charges and expenses in respect of such modifications and alterations shall be borne and paid by the Developer.

**8. CONSTRUCTION OF THE BUILDING COMPLEX:**

- 8.1. The Developer shall construct and build the Building Complex at the said Premises in accordance with the Building Plans and to do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the Appropriate Authority in force at the relevant time. The construction shall be done by the Developer in strict compliance of the legal requirements.
- 8.2. The Developer shall construct erect and carry out the development at the said Premises in a good and workman like manner with good quality of materials and at its sole risk. The Developer shall construct and build the New Building in accordance with the Building Plans and do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts






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and rules in force at the relevant time. The construction shall be done by the Developer in strict compliance of the legal requirements.


- 8.3. The Developer shall construct erect and complete the Building Complex in accordance with the Specifications mentioned in the **THIRD SCHEDULE** hereto save as may be modified or altered by mutual consent or approval of the Architects and the Developer shall obtain necessary completion or occupancy certificates, as applicable in respect of such construction from the appropriate authorities or persons.
- 8.4. The Developer shall use the existing and/or to apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the Building Complex, at its own cost.
- 8.5. The Developer shall be authorised and empowered in its own name and also in the name of the Owners, insofar as may be necessary, to apply for and obtain all permissions, approvals and clearances from any authority whether local, state or central for the construction of the Building Complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the said Premises or any portion thereof and/or for obtaining any utilities and permissions.
- 8.6. The Developer shall be entitled to procure (either in its name or in the names of the Owners as may be deemed fit and proper by the Developer at its sole discretion and convenience) all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, lift, water pump, sanitary fittings etc.), construction equipments and/or any type of machinery required (viz. crusher, mixer, tools etc.) for construction of the Building Complex and to return the same upon completion of the necessary works or if it is found to be defective or procured in excess.
- 8.7. The Architects and the entire team of people required for execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. The Developer shall be entitled from time to time to appoint engineers, consultants, planners, advisors, designers, experts and other persons of its choice as may be necessary. The Developer shall also appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer and wherever required, to revoke such appointments from time to time or at any point of time. All persons employed by the Developer for the purpose of construction shall be the persons





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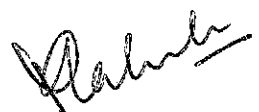
- under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc.
- 8.8. The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Building Complex and obtaining inputs, utilities and facilities therein.
- 8.9. The Developer shall deal with the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Pollution Control Authorities, D.L. & L.R.O, B.L. & L.R.O., and other authorities under the West Bengal Land Reforms Act, Insurance Companies and authorities, Police Authorities, CESC Limited and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi Judicial, Municipal and other authorities and persons in all manner and for all purposes connected with the development or Transfer of the Building Complex or anyway connected therewith.
- 8.10. The Developer shall not violate any municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of building. The Owners will not be responsible for any laches and/or lapses on the part of the Developer.
- 8.11. The Developer shall keep the Building Complex fully and comprehensively insured as per the requirement of laws including for all damages, losses, Force Majeure Events and third party liabilities.
- 8.12. The Developer shall construct the New Building at its own cost, risk and responsibility. The Developer shall alone be responsible and liable to Government, Kolkata Municipal Corporation and other authorities concerned and to the Transferees and to the third parties and the public in general and shall alone be liable for any loss, damage or compensation or for any claim arising from or relating to such construction and shall indemnify the Owners fully against any claims, losses and damages for any default, failure, breach, act, omission or neglect on the part of the Developer. Any claim/ damages arising during construction period due to construction activity will be borne by the Developer only. The Owners shall have no liability or responsibility regarding this whatsoever.
- 8.13. Except as provided in clause 5.1 above, if any legal proceeding has to be filed, pursued or contested relating to the Project after the signing of this Development Agreement, then the litigation costs and expenses including lawyer's fees shall be borne and paid by the Developer.
- 8.14. All costs and expenses for sanctioning of plans (including fees of the Architects and all fees costs and charges payable for sanction, modification, alteration and/or revision of building plans), all costs of construction and development of the said Premises in terms hereof shall be borne and paid by the Developer and the Owners shall not be required to pay or contribute any amount on such account.

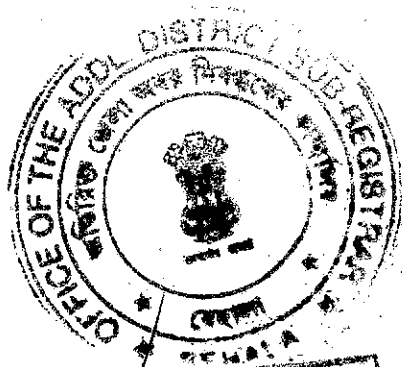




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- 8.15. The Owners shall fully cooperate with and assist the Developer and shall sign execute register and deliver all papers, plans, affidavits, indemnities, undertakings, declarations, powers etc., as may be required by the Developer therefor and do all acts deeds and things as may be required by the Developer therefor and also for the purposes herein contained.
- 9. TRANSFER:**
- 9.1. The Developer shall Transfer the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex on the terms and conditions hereinafter contained.
- 9.2. The Owners agree to sell and transfer their undivided shares in the land attributable to Units and other Transferable Areas to the Transferees thereof in such parts or shares as the Developer may nominate or require. However, the sale and/or transfer shall be done and completed only upon completion of construction of the concerned Transferable Areas and delivery of possession or execution of the deeds of conveyance in respect of the Transferable Units in favour of the Transferees and any agreement for sale that may be required to be entered with the Transferees will also expressly mention about this stipulation.
- 9.3. The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex in all media and to negotiate and settle the price and other terms of transfer with intending Transferees.
- 9.4. The Developer shall be entitled to appoint brokers, sub-brokers and other agents for sale and transfer of the Units and Parking Spaces in the Building at such remuneration and on such terms and conditions as it may deem fit and proper.
- 9.5. The Developer shall accept bookings of any Unit, Parking Space or other saleable space/constructed area in the Building Complex in favour of any Transferee and if necessary to cancel revoke or withdraw any such booking.
- 9.6. The Developer shall be entitled to receive the entire Realizations including earnest money, part payments, consideration, Extras, Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Building Complex or any part or share thereof in its own name and shall give receipts for the same which shall fully discharge the payee thereof.
- 9.7. The consideration for which the Developer shall open the bookings and/or for which the Units, Parking Spaces and other saleable areas will be transferred by the Developer shall be such as be determined by the Developer from time to time in consultation with the Owners and the marketing agents appointed for the purpose.
- 9.8. The agreements, receipts, confirmations, applications, final sale deeds or deeds of transfer and other documents relating to Transfer of the Units, Parking Spaces and other saleable/transferable areas shall be executed by the Developer and the Owners wherever required Provided That the Owners shall execute and register the final





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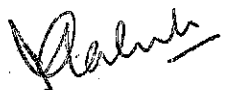


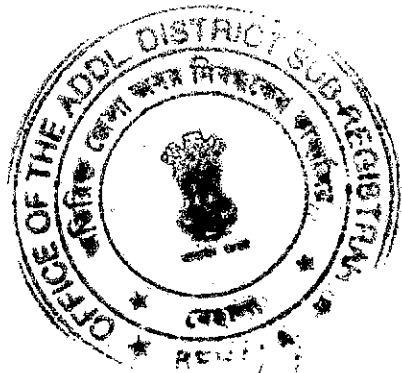
sale deeds or deeds of transfer thereby conveying the proportionate share in land attributable to the Units or other Transferable Areas conveyed thereby subject however to the receipt of the share of Realization in respect thereof in terms hereof.

- 9.9. The Owners may if so required by the Developer authorize and empower the Developer for execution and/or registration of the agreements, sale deeds and other contracts and documents by executing one or more powers of attorney in favour of the Developer.
- 9.10. All documents of transfer or otherwise shall be such as be drafted by DSP Law Associates, Advocates of 4D Nicco House, 4<sup>th</sup> Floor, 2, Hare Street, Kolkata 700001 or any other law firm as may be mutually decided by the Owners and the Developer.
- 9.11. Marketing Costs: All costs of brokerage, commission and like other amounts relating to Transfer as also any interest, damage or compensation payable to any Transferee or other person relating to the Building Complex shall be borne by the Developer.

#### **10. REALIZATION AND DISTRIBUTION:**

- 10.1. The parties agree as follows:-
- (a) The Owners shall be entitled, in the Internal Agreed Proportion, to a specific 20% (twenty per cent) of the Realization from the Building Complex;
  - (b) The Developer shall be entitled to a specific 80% (eighty per cent) of the Realization from the Building Complex.
- 10.2. The Developer shall simultaneously with the execution of the sale deeds in respect of the Units or other Transferable Areas upon completion of construction thereof pay to the Owners the share of the Owners (as per the Agreed Ratio) in the Realization in respect of such Units or other Transferable Areas under sale Provided That in case the sale deeds in respect of all the sold Units and Transferable Areas are not executed within 30 (thirty) days of completion of construction thereof, then the Developer shall within 30 (thirty) days of such completion of construction pay to the Owners the entire share (as per the Agreed Ratio) of all Realizations until then received by the Developer in respect of such portion. The share of the Owners in the further Realization in respect of such sold Units and Transferable Areas shall then be paid by the Developer to the Owners within 7 (seven) days of receiving from the Transferees.
- 10.3. Nothing contained in **clause 10.2** above shall prevent the Developer to make any provisional or part payments to the Owners prior to the date mentioned therein subject to subsequent accounting and settlement at the time of final payments.
- 10.4. All payments made by the Developer to the Owners shall be subject to any errors or omissions and the consequent accounting and settlement when detected. Further, in case due to cancellation of any booking or agreements/contracts or any other reason, any part of the Realization becomes refundable or payable to any





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Transferee and/or any interest or compensation is payable to any Transferee or any other person in connection with the Building Complex or any part thereof, the Realizations in the hand of the Developer may be used for the purpose or the same shall be adjustable out of the future payments to be made by the Developer to the Owners and in case no such future payment is due, the same shall be paid by the Owners to the Developer..

- 10.5. The Developer shall maintain proper accounts pertaining to the transactions specified hereunder and in general to the Building Complex. The Owners shall have at all times full and free access and liberty to inspect such separate Books of Accounts of the Developer. For the purpose of accounting and settlement, the parties shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares of the incomings and outgoings of and from the Building Complex.
- 10.6. After fulfillment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the parties.
- 10.7. The audited accounts of the Building Complex as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within 30 (thirty) days of such given date.
- 10.8. Any Extras and Deposits that may be taken from the Transferees shall be taken and utilized separately by the Developer and the Owners shall have no concern therewith.

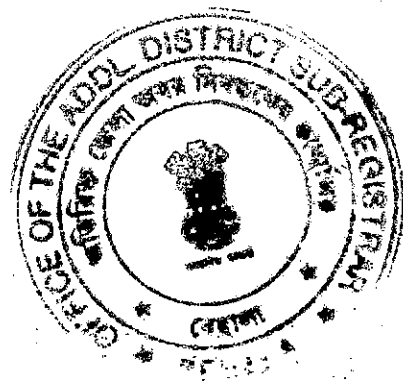
**11. DATE OF COMPLETION:**

- 11.1. **Time for completion:** Subject to force majeure and subject to the Owners not being in default in compliance of their obligations hereunder, the Developer shall construct the Building Complex within 36 (thirty six) months from the date of sanction of Building Plans with a grace period of 6 (six) months (hereinafter referred to as "the **Grace Period**").
- 11.2. Force majeure shall mean general riot, war, tempest, civil commotion, strike or any other acts of God, shortage of materials, litigations, changes in law and any other reason beyond the control of the Developer.

**12. DEFAULTS AND DIVISION OF THE BUILDING COMPLEX:**

- 12.1. If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all

*[Handwritten signature]*



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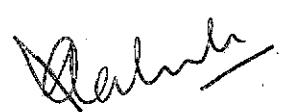
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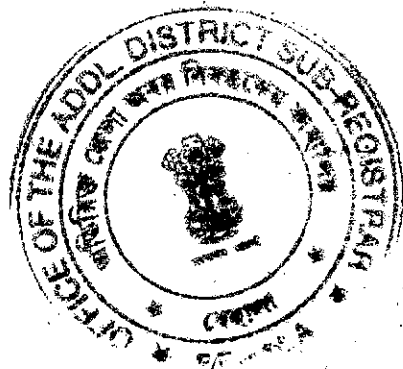
losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder.

- 12.2. The parties will refer to any disputes or differences between them to the Arbitration Tribunal as morefully provided hereinafter and accept and abide by the award made therein.
- 12.3. In case upon expiry of 90 (ninety) days from the date of completion of construction of the Building Complex there be or remain unsold Transferable Areas or in case at any time, the parties by mutual consent agree to divide and allocate separate areas in the Building Complex, then the following allocations and terms and conditions shall apply:-
- (a) The Owners and the Developer would be allocated and be entitled to identified units or portions of the Transferable Areas remaining unsold as per the Agreed Ratio. As amongst the Owners inter-se they may be allotted separated areas according to the Internal Agreed Proportion or they may jointly be allotted the same as the Owners may specify at the material time;
  - (b) The location of the Units and other Transferable Areas to belong to the Owners and the Developer would be mutually finalized by the parties and the areas to be allotted separately to the Owners and the Developer respectively shall then form part of the Owners' Allocation and the Developer's Allocation respectively. The Owners would jointly be entitled to proportionate undivided share in the land and the Common Areas and Installations as properties attributable and appurtenant to the separately allotted Owners' Allocation and would be liable to convey and transfer their proportionate share in the land to the Transferees nominated by the Developer in respect of the separately allotted Developer's Allocation;
  - (c) The Developer shall deliver to the Owners, the Separately Allotted Owners' Allocation.

### 13. COVENANTS:

- 13.1. The Owners hereby declare and confirm that all acts deeds and things done by the Developer shall be fully binding on the Owners and each of them and the same shall always be deemed to have been done by the Developer for and on behalf of itself and the Owners. The receipts or acknowledgements issued by the Developer shall bind the Owners to the extent of its share of the amounts therein.
- 13.2. The Owners agree and covenant with the Developer not to cause any interference or hindrance in the development and/or Transfer of the Building Complex at the said property and not to do any act deed or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the construction of the Building Complex or Transfer the same or doing and carrying out the other acts contemplated herein.





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**14. MISCELLANEOUS:**

- 14.1. The parties shall upon completion of the Building Complex form an Association for the common purposes of management and maintenance of the Building Complex and collection and disbursement of common expenses and till such time the Association is formed the Developer or its nominee shall be in charge for the Common Purposes.
- 14.2. All calculations pertaining to super built-up area and other areas shall be done on uniform principles by the Developer in respect of the Units and other constructed areas of the Building Complex. The Developer shall decide the exact nature of the Common Areas and Installations in the Building Complex and shall be entitled to add or alter the same from time to time and to identify and transfer exclusive areas in the Building Complex to the intending buyers and transferees thereof.
- 14.3. For all or any of the purposes mentioned herein, the Owners shall fully co-operate with the Developer in all manner and sign execute submit and/or deliver all applications papers documents as may be required of by the Developer from time to time at the cost and expenses of the Developer.
- 14.4. It is further expressly clarified that notwithstanding any death or disability of the owners or any of them, this agreement and the Power of Attorney to be executed in pursuance hereof shall be binding on the heirs, executors administrators and legal representatives of the owners. Similarly notwithstanding any amalgamation, merger, demerger etc. of the Developer, this Agreement as well as the Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.
- 14.5. The Owners do hereby also agree and permit the Developer to obtain loans or finances in respect of construction of the Building Complex and also to get the Building Complex at the said Premises approved from Banks and/or the Financial Institutions (viz. Life Insurance Corporation of India, Housing Development Finance Corporation Limited, SBI Home Finance Limited, National Housing Bank etc.) to enable the persons interested in acquiring and owning Units, Parking Spaces and other constructed areas or saleable spaces comprised in the Building Complex to take loans from any such Banks or Financial Institutions.
- 14.6. All liabilities for taxes, levies, duties, etc. in relation to the development and construction of the Building Complex, including sales tax, value added tax, works contract tax, GST, etc. shall be borne and paid by the Developer.
- 14.7. The Developer shall discharge statutory compliances in respect of Service Tax collections or payments and any other statutory compliance in respect of Transfer of any Transferable Areas and the Owners shall co-operate and assist the Developer in all manner in respect thereof. The Developer may obtain necessary registrations and licenses and raise invoices and issue receipts and acknowledgments in respect





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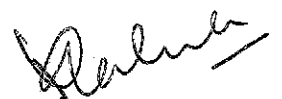
thereof. Any such tax on Transferable Areas allotted to the Owners shall be paid by the Owners.

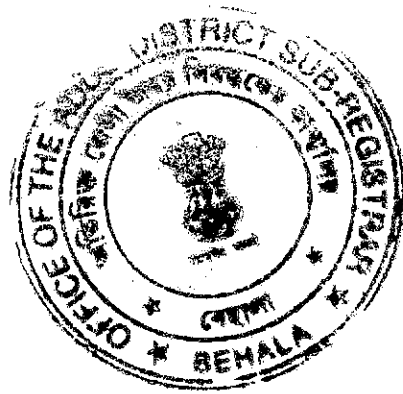
**15. POWERS OF ATTORNEY AND OTHER POWERS:**

- 15.1. The Owners shall execute and/or register one or more Power or Powers of Attorney in favour of the Developer or its authorized representatives granting all necessary powers and authorities with regard to the purposes provided in this Agreement or arising herefrom. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned above, the Owners shall grant the same to the Developer and/or its authorized representatives.
- 15.2. While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.
- 15.3. It is clarified that nothing contained in the Power or Powers of Attorney to be so granted shall in any way absolve the Owners from complying with their obligations hereunder nor from compensating the Developer against any loss or damage, if any, that may be suffered by the Developer owing to delay or default in such compliance of their obligations.
- 15.4. The Power or Powers of Attorney shall form a part of this Agreement and shall subsist during the subsistence of this Agreement.
- 15.5. It is understood that to facilitate the construction and Transfer of the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.
- 15.6. The Building Complex shall be known by such name as be such as decided by the Developer.

**16. GENERAL:**

- 16.1. This instrument is not a partnership nor an Association Of Persons nor a partition but it is a Development Agreement between the Owners and the Developer for grant of development rights, for the purpose of facilitating and making easy the task of implementing, fulfilling, performing and carrying out the intentions for





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observing and performing without complexities of views and decisions and without delay of arranging presence and decision of all parties and also to insulate the Owners from taking and/or incurring any liability pertaining to construction and development and this arrangement is only relating to the said Premises and the rights and interest of the parties hereto therein.

- 16.2. Nothing in this Agreement is intended to or shall be construed as a transfer or assignment of the said Premises or any part thereof or any right, title or interest therein or the possession thereof in favour of the Developer. Notwithstanding anything to the contrary contained elsewhere in this Agreement, it is expressly made clear that the transfer of possession and/or title is not intended to and shall not take place by virtue of this Agreement.
- 16.3. In case of any dispute difference or question arising between the parties under this Agreement or with regard to the provisions of this Agreement or interpretation of the terms and conditions or provisions herein contained or anything done in pursuance hereof, the same shall be referred to the arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made upon such arbitration shall be final and binding on the parties hereto. The Arbitrator/s shall be at liberty to proceed summarily and make interim awards.
- 16.4. Courts having territorial jurisdiction on the said Premises alone shall have the jurisdiction to entertain try and determine all actions suits proceedings arising out of these presents between the parties hereto (including the arbitration proceedings).
- 16.5. Any notice required to be given by any of the parties hereto on the other shall without prejudice to any other mode of service available be deemed to have been served on the other party if sent by prepaid registered post with acknowledgment due to the above address of the party to whom it is addressed or such other address as be notified in writing from time to time.

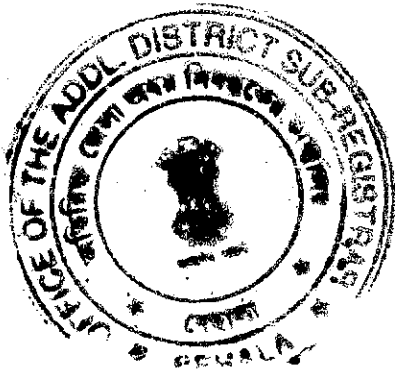
**PART-IV # SCHEDULES**

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(said Premises)

**ALL THAT** brick built messuages, tenement hereditaments and dwelling house together with piece or parcel of land thereunto belonging whereon or on part whereof the same are erected and built containing an area of 0.19 acre or 19 Satak more or less (upon actual measurement the said Property comes to 15.3 Satak equivalent to 9 Cottah 4 Chittacks and 11 Square feet) situate lying at and being Municipal Premises No. 17 S. N. Roy Road, Kolkata-700038 within Ward No. 117 of the Kolkata Municipal Corporation (popularly known as 250 S. N. Roy Road) (also comprised in R.S. Dag No.135/2562 recorded in R.S. Khatian No.1033 and R.S. Dag No.134/1079 recorded in R.S. Khatian No.665 both in Mouza Punja Sahapur J.L. No.9 R.S. No. 180) Police Station Behala in the District of South 24 Parganas and butted and bounded as follows:

*Dalmeida*



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On the North : By Kolkata Municipal Road;  
 On the South : By Krishna Pally ;  
 On the East : By Premises No.249 S.N. Roy Road, Kolkata and;  
 On the West : By Hari Seva Mandir;

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished. **BE IT MENTIONED** that the total constructed area at the said Property is 1000 square feet more or less.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(Tentative Common Areas and Installations)**

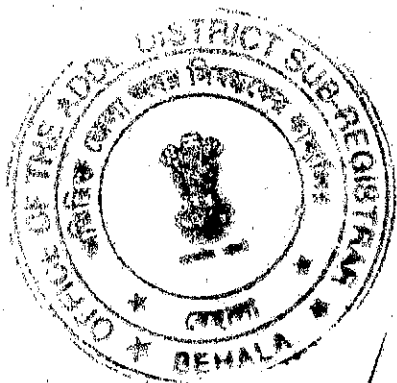
1. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the installation of lifts at the Designated Block.
2. Electrical installations with main switch and meter and space required therefore in the Building.
3. Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
4. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
5. Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed.
6. Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Building.
7. Water waste and sewerage evacuation pipes and drains from the several building to the municipality drains.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(Specifications)**

- A. **STRUCTURE:** The building shall be constructed with RCC framed in accordance with the plan and drawing prepared by the Architects and sanctioned by the appropriate authority.
- B. **FLOORING:** Flooring in the rooms of the Units shall be of vitrified tiles.
- C. **UNIT:**
  1. Flooring : Floor tiles.
  2. Walls : Plaster of Paris.
  3. Windows : Aluminium Sliding Glass windows.
  4. Electrical : Copper concealed insulated wiring, semi-modular switches.

*[Handwritten Signature]*



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5. Plumbing : concealed pipes, white sanitary wares in toilet.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(CHAIN OF TITLE)**

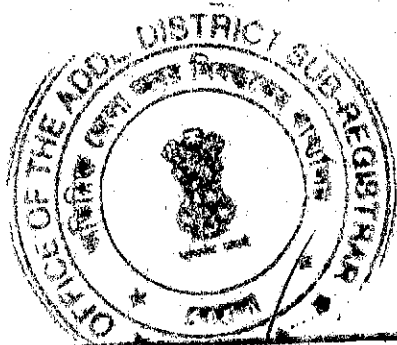
**A. Portion of R.S. Dag No.135/2562**

- A1. One Bankim Chandra Samanta and Santosh Kumar Samanta are the full and absolute owner of All that piece or parcel of land, hereditaments and premises situate lying at and being R.S. Dag No.135/2562 Khatian no. 1033 in mouza Punja-Sahapur and their names were recorded as Raiyat in the Records of Rights published under the Revesional Settlement under R.S. Khatian No.1033
- A2. By a Sale Deed dated 16<sup>th</sup> May 1962 and registered with the Sub Registrar Alipore,Sadar in Book I Volume No.83 pages 112 to 118 Being No.4195 for the year 1962 the said Bankim Chandra Samanta and Santosh Kumar Samanta for the consideration therein mentioned sold conveyed and transferred unto and to one (Smt.) Rajeswari Kumari and (Smt.) Santa Devi All That premises containing a total area of 0.05 acre land out of the said R.S. Dag No.135/2562 absolutely and forever.
- A3. The said (Smt.) Rajeswari Kumari died intestate leaving her surviving her two daughters namely (Smt.) Shanta Devi and (Smt.) Kanta Devi as her only heirsess and legal representatives who both upon her death inherited and became entitled to her entire 0.05 acre portion of R.S. Dag No.135/2562 in equal one half shares.

**B. Relating to R.S. Dag No.134/1079**

- B1. By following two Deeds of Gift both dated 8<sup>th</sup> March 1966 and registered with Sub Registrar Alipore one Biswanth Singh for the consideration therein mentioned conveyed transferred by way of gift unto and to his two grand-daughters, namely (Smt.) Shanta Devi and (Smt.) Kanta Devi **ALL THAT** land measuring 0.14 acre comprised in R.S. Dag No.134/1079 recorded in R.S. Khatian No.665 in Mouza Punja Sahapur, in equal one half share, absolutely and forever.
- i. Deed of Gift dated 8<sup>th</sup> March 1966 and registered in Book I Volume No.40 Pages 115 to 117 Being No.1880 for the year 1966 in favour of Smt. Shanta Devi.
- ii. Deed of Gift dated 8<sup>th</sup> March 1966 and registered in Book I Volume No.41 Pages 112 to 115 Being No.1881 for the year 1966 in favour of Smt. Kanta Devi.

*Palmer*



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- C. By Deed of Gift dated 15<sup>th</sup> January 1975 and registered with the Sub Registrar Alipore in Book I Volume No.20 Pages 195 to 200 Being No.211 for the year 1975 The said Shanta Devi and Kanta Devi for the consideration therein mentioned conveyed transferred by way of gift unto and to Hrishikesh Singh, Kanchan Singh, Farid Behari Singh, Subhash Singh, Banshidhar Singh, Bijoy Bahadur Singh and Lal Bahadur Singh All That 7/9<sup>th</sup> undivided share out of the said premises, absolutely and forever.
- D. The said Farid Bahadur Singh died intestate leaving him surviving his wife Smt. Asha Devi Singh as his only heiress and legal representative who upon his death inherited and became entitled to his one-ninth share in the said Premises.
- E. By following nine Indentures of Conveyances all dated 18<sup>th</sup> October 1996 and registered with Additional Registrar of Assurances- I, Kolkata the owners purchased the said premises for the consideration therein respectively mentioned absolutely and forever:-
- i. By Indenture of Conveyance and registered in Book I Volume No.151 Pages 336 to 349 Being No.5400 for the year 1996 the said Smt. Shanta Devi (also known as Shanti Devi) sold conveyed and transferred unto and to the Owner No.1 herein, Smt. Koushalya Devi Agarwal undivided 1/9<sup>th</sup> share out of the said Premises absolutely and forever.
  - ii. By Indenture of Conveyance and registered in Book I Volume No.153 Pages 361 to 374 Being No.5436 for the year 1996 the said Smt. Kanta Devi sold conveyed and transferred unto and to the Owner No.1 herein, Smt. Koushalya Devi Agarwal undivided 1/9<sup>th</sup> share out of the said premises absolutely and forever.
  - iii. By Indenture of Conveyance and registered in Book I Volume No.151 Pages 350 to 365 Being No.5401 for the year 1996 the said Smt. Asha Devi Singh sold conveyed and transferred unto and to the Owner No.1 herein, Smt. Koushalya Devi Agarwal undivided 1/9<sup>th</sup> share out of the said Premises absolutely and forever.
  - iv. By Indenture of Conveyance and registered in Book I Volume No.152 Pages 138 to 151 Being No.5437 for the year 1996 the said Subhash Chand Singh sold conveyed and transferred unto and to the Owner No.2, herein, Amita Devi Agarwal, undivided 1/9<sup>th</sup> share out of the said Premises absolutely and forever.



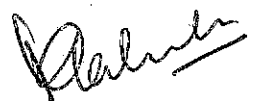


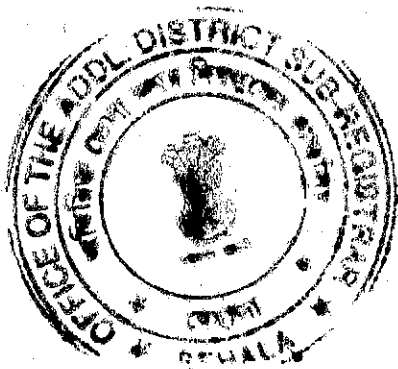
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- v. By Indenture of Conveyance and registered in Book I Volume No.152 Pages 180 to 195 Being No.5440 for the year 1996 the said Rishekesh Singh sold conveyed and transferred unto and to the Owner No.2, herein, Amita Devi Agarwal, undivided 1/9<sup>th</sup> share out of the said Premises absolutely and forever.
- vi. By Indenture of Conveyance and registered in Book I Volume No.151 Pages 366 to 379 Being No.5402 for the year 1996 the said Kanchan Singh sold conveyed and transferred unto and to the Owner No.2, herein, Amita Devi Agarwal undivided 1/9<sup>th</sup> share out of the said Premises absolutely and forever.
- vii. By Indenture of Conveyance and registered in Book I Volume No.149 Pages 351 to 364 Being No.5435 for the year 1996 the said Lal Bahadur Singh alias Lal Babu Singh sold conveyed and transferred unto and to the Owner No.3, herein, Sumitra Devi Agarwal undivided 1/9<sup>th</sup> share out of the said Premises absolutely and forever.
- viii. By Indenture of Conveyance and registered in Book I Volume No.152 Pages 152 to 165 Being No.5438 for the year 1996 the said Vijay Bahadur Singh sold conveyed and transferred unto and to the Owner No.3, herein, Sumitra Devi Agarwal undivided 1/9<sup>th</sup> share out of the said premise absolutely and forever.
- ix. By Indenture of Conveyance and registered with the Additional Registrar of Assurances -I, Kolkata in Book I Volume No.152 Pages 166 to 179 Being No.5439 for the year 1996 the said Banshi Dhar Singh sold conveyed and transferred unto and to the Owner No.3, herein, Sumitra Devi Agarwal undivided 1/9<sup>th</sup> share out of the said premises absolutely and forever.
- F) The owners thus became the absolute owners of the said premises in equal shares,
- G) The names of the Owners have been mutated in the Records of Rights maintained by the Government in respect of the said premises and the name of Amita Devi Agarwal is mutated vide mutation case No. 7745 of 2013 in respect of the RS Khatian No. 1548 and 665, the name of Sumitra Devi Agarwal is mutated vide mutation Case No. 7744 of 2013 in respect of the RS Khatian No. 1548 and 665, and the name of Koushalya Devi Agarwal is mutated vide mutation Case No. 7746 of 2013 in respect of the RS Khatian No. 1548 and 665. The names of the owners are also mutated in the records of the Kolkata Municipal Corporation in respect of the said premises vide Assessee No. 411171200172.





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

**SIGNED SEALED AND DELIVERED**  
on behalf of the withinnamed **OWNERS**  
at Kolkata in the presence of:

Koushalya Agarwal

Sumita Agarwal

Ashish Rajguru  
14, N.S. Road,  
Kolkata - 700001.

Subhan Nankar  
Ch. DSP Law Associates.  
4D, Niloo House  
1B 42, Hare Street  
Kolkata - 700001.

सुमिता देवी अग्रवाल

Read over and explained the  
contents of this documents  
in Hindi language to my  
Grandmother Sumitra Devi  
Agarwal who have understood  
the same  
Ashish Rajguru

**SIGNED SEALED AND DELIVERED**  
by the withinnamed **DEVELOPER** at  
Kolkata in the presence of:

PANSARI DEVELOPERS (P) LTD.

Ashish Rajguru  
Subhan Nankar

Rahul Aggarwal  
Director

Drafted by  
Suman Chakraborty  
Attorney  
WB 1431/1371 of 1995  
DSP Law Associates  
2 Hare Street -  
Kolkata



**A.D.S.R. Behala**

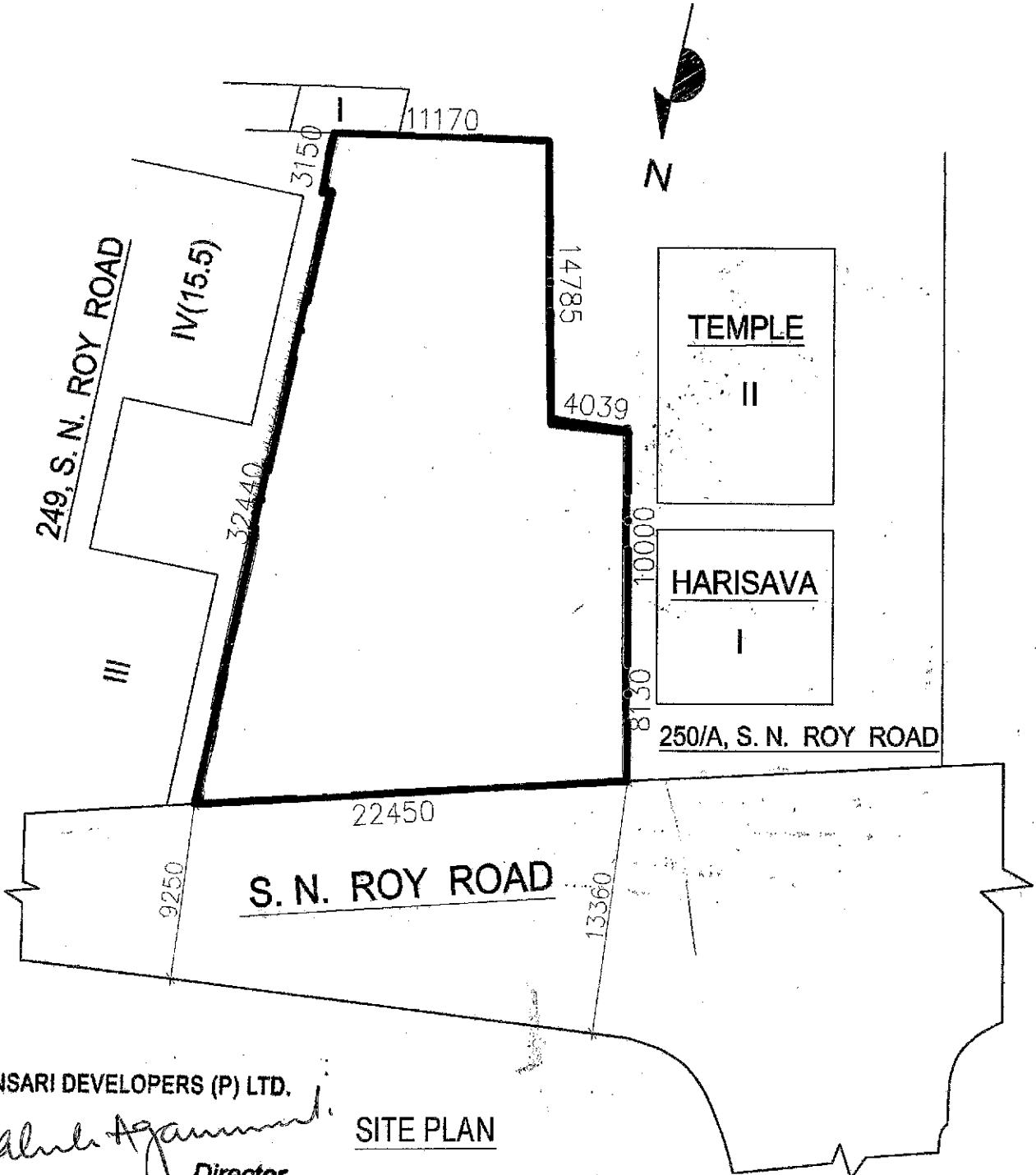
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SITE PLAN AT PREMISES.NO:17,S.N.  
ROY ROAD,WARD NO - 117, BOROUGH- XIII,  
P.S.-BEHALA ,KOLKATA-700038 ,UNDER KMC.

Kousharya Aganwal  
सौम्या देवी अगनवाल

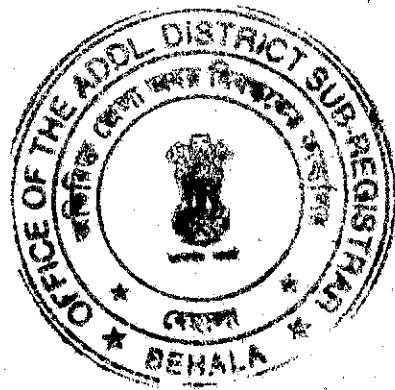
Amrita Aganwal



PANSARI DEVELOPERS (P) LTD.

*Kalshree Aganwal*  
Director

SITE PLAN

























A.D.S.R. Behala

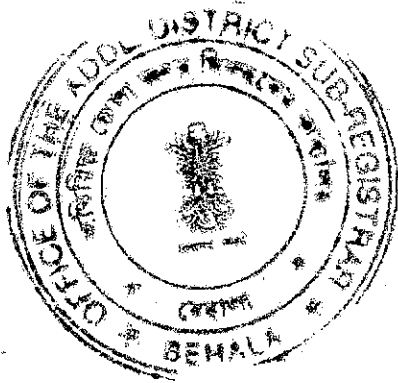
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<i>Finger prints of the executant</i>					
					
	<b>Little</b>	<b>Ring</b>	<b>Middle (Left</b>	<b>Fore Hand)</b>	<b>Thumb</b>
					
<b>Thumb</b>	<b>Fore</b>	<b>Middle (Right</b>	<b>Ring Hand)</b>	<b>Little</b>	












<i>Finger prints of the executant</i>					
					
	<b>Little</b>	<b>Ring</b>	<b>Middle (Left</b>	<b>Fore Hand)</b>	<b>Thumb</b>
					
<b>Thumb</b>	<b>Fore</b>	<b>Middle (Right</b>	<b>Ring Hand)</b>	<b>Little</b>	














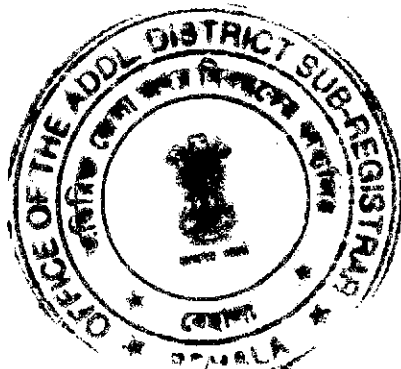
A.D.S.R. Behala

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<i>Finger prints of the executant</i>					
					
	<b>Little</b>	<b>Ring</b>	<b>Middle (Left Hand)</b>	<b>Fore Hand)</b>	<b>Thumb</b>
					
	<b>Thumb</b>	<b>Fore</b>	<b>Middle (Right Hand)</b>	<b>Ring Hand)</b>	<b>Little</b>

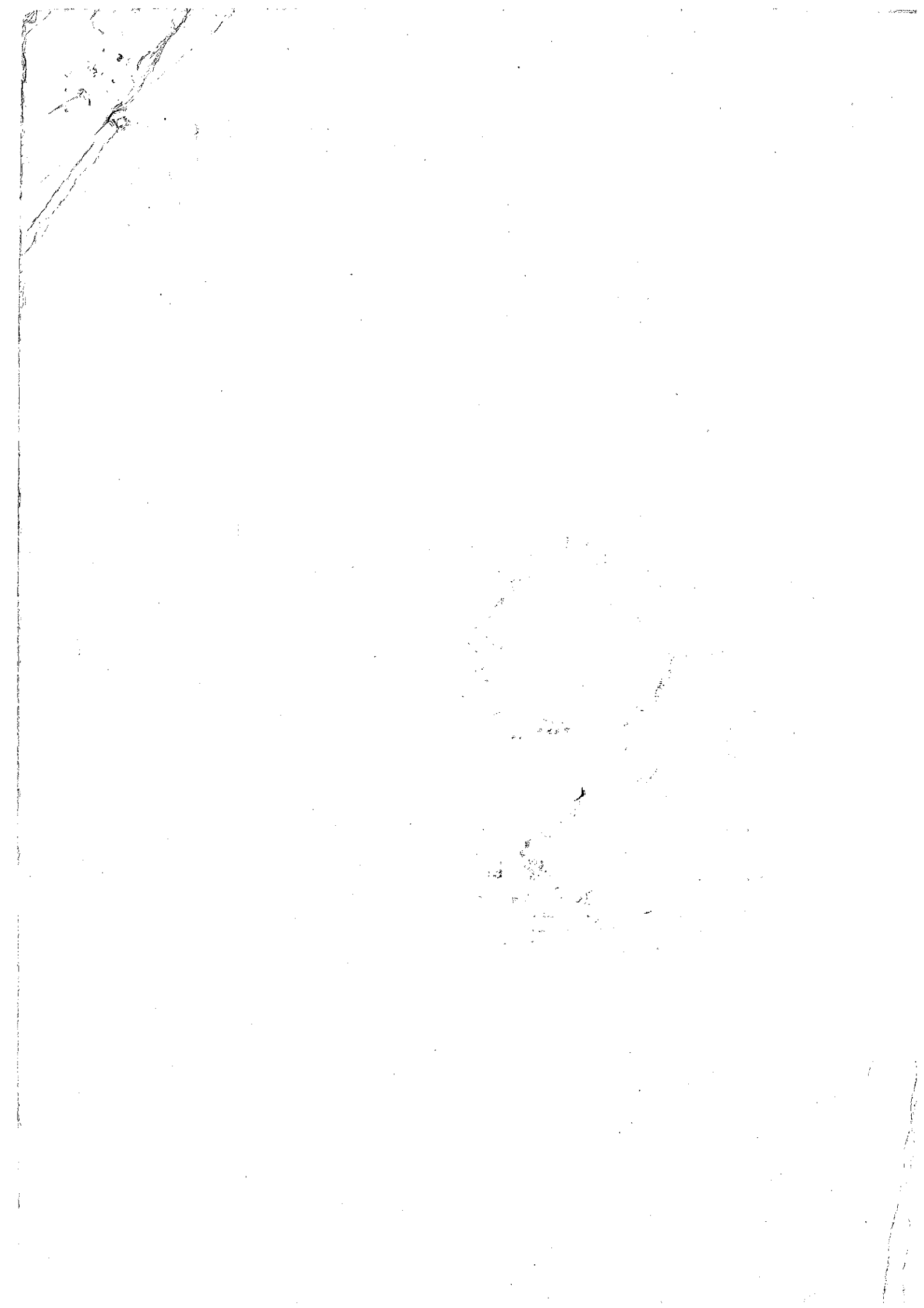
<i>Finger prints of the executant</i>					
					
	<b>Little</b>	<b>Ring</b>	<b>Middle (Left Hand)</b>	<b>Fore Hand)</b>	<b>Thumb</b>
					
	<b>Thumb</b>	<b>Fore</b>	<b>Middle (Right Hand)</b>	<b>Ring Hand)</b>	<b>Little</b>



A.D.S.R. Behala

20 JUL 2015

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DATED THIS 20<sup>th</sup> DAY OF JULY 2015

BETWEEN

(SMT.) KOUSHALYA DEVI AGARWAL &  
ORS.

... OWNERS

AND

PANSARI DEVELOPERS PRIVATE  
LIMITED

... DEVELOPER

AGREEMENT

**DSP LAW ASSOCIATES**

Advocates

4D NICCO HOUSE,

2 HARE STREET

KOLKATA-700001