

66 (22)

11190/13

22

8

T 0 8883/13

10+



पश्चिम बंगाल WEST BENGAL

L 009678

1920

18-11-13
GND-19208/13
9-20 PM

Certified that the document is admitted to register. The signature, stamp and the date and time of receipt are noted with this document on the part of this office.

Asst. Dist. Reg. Registrar
Alipore, South of Calcutta

19 NOV 2013

DEVELOPER AGREEMENT

THIS DEED OF AGREEMENT FOR DEVELOPMENT made this the 18th day of November, 2013 BETWEEN 1. SMT. CIHAYA MITRA, wife of late Sourendra Nath Mitra, by faith- Hindu, by occupation- Housewife, 2. SMT. ANJANA BOSE, daughter of late Sourendra Nath

3665

08 NOV 2013

Sl. No. 249 Pt. 5061 Date

Name: Shashi Kant Khaitan

Saket Promoters Ltd.

Address: 46 P. B. Ganguly St

Kol-12

Vendor Sign: S. C. Haider

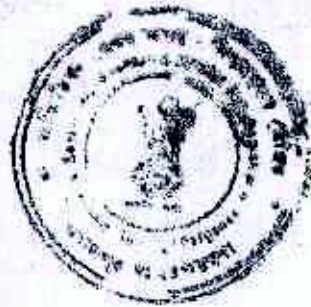
S. C. Haider
Licenced Stamp Vendor
Alipore Judges Court
Kolkata-700027

[Handwritten signature]



9166

[Handwritten signature]
SHASHI KANT KHAITAN



9167

[Handwritten signature]
Jhonencha retha das Basu



9169

[Handwritten signature]
Anirno Basu



9170

[Handwritten signature]
Smita Banerjee

Mitra, by faith- Hindu, by occupation- Retired, residing at 1/10, Azad Hind Nagar, Abhishek Housing Co-operative, Flat No. B4, Haldia- 721 607, 3. SRI SOMENDRA NATH MITRA, Son of Late Sachindra Nath Mitra, by faith- Hindu, by occupation- Retired, 4. SRI SHIBENDRA NATH MITRA, son of late Sachindra Nath Mitra, by faith- Hindu, by occupation- Retired, 5. SRI RATHINDRA NATH MITRA, son of late Samarendra Nath Mitra, by faith- Hindu, by occupation- Retired, 6. SMT. KALYANI MITRA, wife of late Ramendra Nath Mitra, by faith- Hindu, by occupation- Housewife, 7. SRI RAJAT KUMAR MITRA, son of late Ramendra Nath Mitra, by faith- Hindu, by occupation- Professional. No. 1 and 3 to 7 all are residing at 11, Balaram Bose Ghat Road, P.S. Kalighat, Kolkata - 700025, 8. SMT. PURNIMA BOSE, wife of late Basanta Kumar Bose, by faith- Hindu, by occupation - Service, residing at Adarsh Nagar, Telipara, Hirapur, Dhanbad, 826001, 9. SRI DIPENDRA NARAYAN GHOSH, son of late Rajendra Narayan Ghosh, 10) SRI AMRITARTHA GHOSH, son of late Rajendra Narayan Ghosh, (9) & (10) by faith- Hindu, by occupation- (9) Service, (10) Business, both are residing at 36, Kailash Babu Street, Ranchi, Jharkhand, hereinafter jointly referred to as the FIRST PARTY (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives) of the ONE PART.

AND

9173
Sukendra Nath Mitra

9172
Santendra Nath Mitra

9176
Kalyan Mitra

9163
Dipendra Narayan Ghosh

9164
Annilal Nath Ghosh

9165
Kamendra Nath Mitra

9175
Chaya Mitra

9174
Purnima Bose



REGISTRAR
SOUTH 24 PGS.
18 NOV 2013
Signature.....

Sunit Banerjee
8/0 Balaj Banerjee
37/2 Balaban Banerjee
P.B. Kalyan
Sundernagar

SAKET PROMOTERS LIMITED, a company duly incorporated under the Companies Act, 1956 and having its registered office at 46, B.B. Ganguly Street, 1st Floor, Kolkata - 700012 represented by its Directors (1) **MR. SHASHI KANT KHETAN** son of late Krishan Lal Khetan, and (2) **MR. JNANENDRA NATH DAS BAIKAGYA** son of Bilwa Nath Das bairagya, No.1 Director and No. 2 Authorized Signatory of M/S. SAKET PROMOTERS LTD. having its office at 46, B.B. Ganguly Street, 1st Floor, Room No.4, Kolkata - 700012 hereinafter referred to as the **SECOND PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors in office, executors, administrators, legal representatives) of the **OTHER PART**.

A. RECITAL

WHEREAS one Nagendra Nath Mitra was the absolute Owner in respect of land measuring an area about 12 Cottahs 8 Chittaks more or less together with residential building standing thereon lying and situate at premises No. 11, Balaram Bose Ghat Road, P.S. Kalighat, Kolkata - 700025 by virtue of registered deed of conveyance dated 10.06.1919 which was registered in the office of the District Sub-Registrar at Alipore and entered in Book No. I, Volume no. 57, Pages 25 to 33 Being no. 1731 for the year 1919.

AND WHEREAS while said Nagendra Nath Mitra was seized and possessed of or otherwise well and sufficiently entitled to the said property died intestate sometime in the year 1920 leaving behind him his four sons namely Sachindra Nath Mitra, Dharendra Nath Mitra, Samarendra Nath Mitra and Sudhindra Nath Mitra as his



SUB. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

18 NOV. 2013

Signature.....

heirs who each of them inherited 1/4th share of the property being Premises No. 11, Balaram Bose Ghat Road, Kolkata 700025.

AND WHEREAS after demise of Nagendra Nath Mitra his above named four sons became the absolute Owners in respect of the 1/4th shares equally in the said property lying and situates at 11, Balaram Bose Ghat Road, Kolkata - 700025 and recorded their name in the record of the then Calcutta Municipal Corporation and seized and possessed without any interruption from anybody else.

AND WHEREAS said Sachindra Nath Mitra died intestate on 30th November, 1961 leaving behind his three sons namely Sourendra Nath Mitra, Somendra Nath Mitra and Shibendra Nath Mitra and two married daughters namely Gita Raha and Subhra Kar as his legal heirs who jointly inherited his undivided 1/4th share of right, title and interest in the property lying and situated at 11, Balaram Bose Ghat Road, Kolkata 700025. The said son namely Sourendra Nath Mitra died intestate on 09.03.2010 leaving behind his wife Smt. Chhaya Mitra and married daughter Smt. Anjana Bose as his legal heirs. The said daughter Gita Raha died intestate on 29.10.2008 leaving behind her married daughter Smt. Basantika Ghosh as her only legal heir.



ADUL. DIST. SUB-REGIS. ROOM
ALIPURE, SOUTH 24 PGS.
19 NOV 2013
Signatures.....

The net portion of shares inherited by all the heirs of Sachindra Nath Mitra and being the present Owners of the undivided shares in the said property are as follows:

Smt. Chhaya Mitra	...	1/40 th share
Smt. Anjana Bose	...	1/40 th share
Sri Somendra Nath Mitra	...	1/20 th share
Sri Shibendra Nath Mitra	...	1/20 th share
Smt. Basantika Ghosh	...	1/20 th share
Smt. Subhra Kar	...	1/20 th share
Total share	...	1/4 th share by all the heirs of Sachindra Nath Mitra

AND WHEREAS while the said Dharendra Nath Mitra was the joint Owners in respect of undivided 1/4th share with other legal heirs of Nagendra Nath Mitra, since deceased, died intestate some time in the year 1944 leaving behind him his four daughters namely Smt. Bani Sen, Smt. Kalyani Dutta, Smt. Bhowani Dutta and Smt. Roma Mitra as his heirs successors who jointly inherited the undivided 1/4th share of right, title and interest of Dharendra Nath Mitra, since deceased in the said property lying at Premises No. 11, Balaram Bose Ghat Road, Kolkata 700025. The said Smt. Bani Sen died intestate on 30.04.2009 leaving behind her married daughter Smt. Kalyani Roy as her legal heir. One of the legal heirs of Dharendra Nath Mitra, Kalyani Dutta died intestate on 05.02.2008 leaving behind her husband



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
18 NOV 2013
Signature.....

Sri Gopal Chandra Dutta, son Sri Birendra Kishore Dutta, and two married daughters Smt. Rita Sen and Smt. Mita Majumdar

The net portion of shares inherited by all the heirs of Dharendra Nath Mitra and being the present Owners of the undivided shares in the said property are as follows:

Smt. Kalyani Roy	...	1/16 th share
Sri Gopal Chandra Dutta	...	1/64 th share
Sri Birendra Kishore Dutta	...	1/64 th Share
Smt. Rita Sen	...	1/64 th Share
Smt. Mita Majumdar	...	1/64 th Share
Smt. Bhowani Dutta	...	1/16 th share
Smt. Roma Mitra	...	1/16 th share

Total share ... 1/4th share by all the heirs of Dharendra Nath Mitra

AND WHEREAS while said Samarendra Nath Mitra who was the joint Owners and in occupation of the said property died intestate on 18th December, 1980 leaving behind his three sons namely Rathindra Nath Mitra, Ramendra Nath Mitra and Nirendra Nath Mitra and two married daughters namely Smt. Anima Ghosh and Smt. Purnima Bose as his legal heirs who jointly inherited his undivided 1/4th share of right, title and interest in the property lying and situates at 11, Balaram



AD. DIST. SUB REGIS. OFF.
BANGALORE, SOUTH/24 PGS.
18 NOV 2013
Signature.....

Bose Ghat Road, Kolkata 700025. The said Ramendra Nath Mitra died intestate on 14.02.2002 leaving behind his wife Smt. Kalyani Mitra and one son Sri Rajat Kumar Mitra as his legal heirs. The said Anima Ghosh died intestate on 2nd September 2012 leaving behind her two sons namely Dipendra Narayan Ghosh and Amritartha Ghosh.

The net portion of shares inherited by all the heirs of Samarcndra Nath Mitra and being the present Owners of the undivided shares in the said property are as follows:

Sri Rathindra Nath Mitra	...	1/20 th share
Smt. Kalyani Mitra	...	1/40 th share
Sri Rajat Kumar Mitra	...	1/40 th share
Sri Nirendra Nath Mitra	...	1/20 th share
Sri Dipendra Narayan Ghosh	...	1/40 th share
Sri Amritartha Ghosh	...	1/40 th share
Smt. Purnima Bose	...	1/20 th share
Total share	...	1/4 th share by all the heirs of Samarcndra Nath Mitra

AND WHEREAS said Sudhindra Nath Mitra being the one of the joint Owners in respect of undivided 1/4th share in the property lying and situates at premises no. 11, Balaram Bose Ghat Road, Kolkata - 700025 died intestate as a bachelor on 23rd December, 1984 leaving behind only married sister Smt. Prafulla Moyee



ADDL. DIST. SUB-REGISTRAR
ALIFORE, SOUTH 24 PGS.
18 NOV 2013
Signature.....

Ghosh as his only legal heirs who inherited the undivided $1/4^{\text{th}}$ share of right, title and interest in the property lying at Premises No. 11, Balaram Bose Ghat Road, Kolkata – 700025.

AND WHEREAS while said Smt. Prafulla Moyee Ghosh being one of the joint Owners in respect of undivided $1/4^{\text{th}}$ share of right, title and interest in the property lying at premises no. 11, Balaram Bose Ghat Road, Kolkata 700025 gifted away her undivided $1/4^{\text{th}}$ share of right, title and interest in the said property in favour of Sourendra Nath Mitra, Somendra Nath Mitra, Shibendra Nath Mitra, Rathindra Nath Mitra, Ramendra Nath Mitra, Nirendra Nath Mitra and Smt. Roma Mitra in consideration of love and affection by executing and registering a Deed of Gift dated 16.05.1987 which was registered in the office of District Sub-Registrar at Alipore and entered in Book No.I, Being No. 7726 for the year 1987.

AND WHEREAS while Shri Nirendra Nath Mitra was in possession as an absolute Owners in respect of his $3/35$ share in the property lying and situated at premises no. 11 Balram Bose Ghat Road, Kolkata – 700025 died intestate as a bachelor on 14.09.2013 leaving behind his living brother, Rathindra Nath Mitra and living sister, Purnima Bose as his only heirs who jointly inherited his $3/35$ share in the said property. After demise of Nirendra Nath Mitra his legal heirs Rathindra Nath Mita and Smt. Purnima Bose became the joint Owners in respect of $3/35^{\text{th}}$ share in the said property by virtue of inheritance.



REG. DIST. SUB-REGISTRAR
MISRORE, SOUTH 24 PGS.
18 NOV 2013
Signature.....

By virtue of aforesaid Deed of Gift and by virtue of inheritance the net position of the shares held by each of the legal heirs and being the present Owners of the undivided shares in the said property are as follows:

- Smt. Chhaya Mitra having $3/70^{\text{th}}$ share,
Smt. Anjana Bose having $3/70^{\text{th}}$ share,
Sri Somendra Nath Mitra having $3/35^{\text{th}}$ share,
Sri Shibendra Nath Mitra having $3/35^{\text{th}}$ share,
Smt. Basantika Ghosh having $1/20^{\text{th}}$ share,
Smt. Subhra Kar having $1/20^{\text{th}}$ share,
Smt. Kalyani Roy having $1/16^{\text{th}}$ share,
Sri Gopal Chandra Dutta having $1/64^{\text{th}}$ share,
Sri Birendra Kishore Dutta having $1/64^{\text{th}}$ share,
Smt. Rita Sen having $1/64^{\text{th}}$ share,
Smt. Mita Majumdar having $1/64^{\text{th}}$ share,
Smt. Bhowani Dutta having $1/16^{\text{th}}$ share,
Smt. Roma Mitra having $11/112^{\text{th}}$ share,
Sri Rathindra Nath Mitra having $9/70^{\text{th}}$ share,
Smt. Kalyani Mitra having $3/70^{\text{th}}$ share,
Sri Rajat Kumar Mitra having $3/70^{\text{th}}$ share,
Sri Dipendra Narayan Ghosh having $1/40^{\text{th}}$ share,
Sri Amritartha Ghosh having $1/40^{\text{th}}$ share and




ADDL. DIST. SIB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
18 NOV 2013
Signature

Smt. Purnima Bose having 13/140th share respectively of the right, title and interest in the property lying and situated at 11, Balaram Bose Ghat Road, Kolkata 700025 by virtue of inheritance and as well by virtue of gift as aforesaid.

AND WHEREAS one of the co-owners Roma Mitra transferred her right, title and interest in respect of her undivided 11/112th share in the property mentioned in the schedule A hereunder by executing and registering a Deed of Conveyance on 04.11.2013 in favour of the owners No. 1 to 7 herein.

AND WHEREAS, the co-owners namely Smt. Kalyani Roy , Sri Gopal Chandra Dutta, Sri Birendra Kishore Dutta, Smt. Rita Sen, Smt. Mita Mazumdar, Smt. Bhowani Dutta transferred their respective right title interest in respect of 3/16th share in the property mentioned in the Schedule A hereunder by executing and registering a Deed of Conveyance on 04.11.2013 in favour of the owners No. 1 to 7 herein.

AND WHEREAS one of co-owners Subhra Kar transferred her right, title and interest in respect of 1/20th share in the property mentioned in the schedule A hereunder by executing and registering a Deed of Gift on 18.11.2013 in favour of the owners No. 3 and 4 herein.





ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 P.S.

16 NOV 2013

Signature

AND WHEREAS, one of the co-owners Rathindra Nath Mitra transferred his right, title and interest in respect of undivided $3/70^{\text{th}}$ share in the property mentioned in the schedule A hereunder by executing and registering a Deed of Gift on 18.11.2013 in favour of the owners No. 9 and 10 herein.

AND WHEREAS one of the co-owners Basantika Ghosh transferred her right, title and interest in respect of $1/20^{\text{th}}$ share in the property mentioned in the schedule A hereunder by executing and registering a Deed of Gift on 18.11.2013 in favour of the owners No. 1 to 4 herein.

AND WHEREAS by virtue of inheritance and after transfer as aforesaid by virtue of sale and gift the present owners became the 16 annas owners in respect of the property mentioned in the schedule A hereunder written, which is as follows:-

- | | |
|-------------------------------|--------------|
| a) Smt. Chhaya Mitra | 0.0962 share |
| b) Smt. Anjana Bose | 0.0962 share |
| c) Sri Somendra Nath Mitra | 0.1640 share |
| d) Sri Shibendra Nath Mitra | 0.1640 share |
| e) Sri Rathindra Nath Mitra | 0.1265 share |
| f) Smt. Kalyani Mitra | 0.0837 share |
| g) Sri Rajat Kumar Mitra | 0.0837 share |
| h) Smt. Purnima Bose | 0.0929 share |
| i) Sri Dipendra Narayan Ghosh | 0.0464 share |



ADL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24-PGS.
18 NOV 1913
Signature


j) Sri Amritartha Ghosh 0.0464 share

1.0000

AND WHEREAS the aforesaid Owners as above became the sole and absolute owners of the said Property and are in kbas and vacant peaceful possession of the same.

AND WHEREAS the Second Party herein is working for gain in the field of Real Estate development and having vast experience in the said field. Accordingly, the Second Party after knowing about intention of the First Party for developing their property at premises no. 11 Balaram Bose Ghat Road from reliable source offered to develop the said property which is accepted by the First Party by executing a Memorandum of Understanding on 28th October, 2013 including the then other remaining owners of the said property and the present owners have already given partial effect of the said MOU dated 28th October, 2013.

AND WHEREAS the parties herein agreed to develop the said property lying and situated at premises no. 11 Balaram Bose Ghat Road, which is specifically mentioned in the schedule A hereunder written as per definition, obligations, rights and representation and commencement as mentioned following in this present deed.





REGISTRAR
MILKORE, SOUTH 24 PGS.
18 NOV 2013
Signature.....

NOW THIS AGREEMENT WITNESETH AS FOLLOWS :

B POWER OF ATTORNEY

1. The Owners shall simultaneously with the execution of these presents sign and execute one or more General Power of Attorney duly registered in favour of the Developer herein or its directors or any other person nominated by the Developer, or its authorized representative nominating and appointing as true and lawful attorney of the Owners granting all necessary powers and authorities for the purpose of development of the said property as more fully mentioned in the Schedule A hereunder written and also to give effect of the instant Development Agreement or arising therefrom. If any further powers or authorities be required by the Developer at any point time during the subsistence of the instant agreement for or relating to the purposes mentioned above, the Owners shall grant the same to the Developer and/or its authorized representatives. 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 the rights of the Owners and/or go against the spirit of this agreement.
2. 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



REGISTRAR
ALIPORE, SOUTH 24 PGS.

18 NOV 1913

Signature.....

any loss or damage, if any, that may be suffered by the Developer owing to delay or default in such compliance of their obligations.

3. The power or powers of attorney shall form a part of this agreement and remain irrevocable.
4. It is understood that from time to time to facilitate un-interrupted construction of the building by the Developer, various deeds and things not herein specified mentioned may be required to be done and for that the Owners may require to make various application and various other documents may be required to be signed by the Owners, the Owners hereby undertake to do all such acts deeds, matters and things and also undertake to execute any such additional power of attorney and/or authorization in favour of any of their co sharers to facilitate the smooth proceeding or as may be required by the Developer for this purpose provided that all such acts deeds and things do not in any way contravenes the provisions of this agreement.

C. DEFINITION

1. OWNERS shall mean 1. SMT. CHHAYA MITRA, wife of late Sourendra Nath Mitra, 2.SMT. ANJANA BOSE, daughter of late Sourendra Nath Mitra, 3. SRI SOMENDRA NATH MITRA, Son of Late Sachindra Nath Mitra, 4. SRI SHIBENDRA NATH MITRA, son of late Sachindra Nath Mitra, 5. SRI RATHINDRA NATH MITRA, son of late Samarendra Nath Mitra, 6. SMT. KALYANI MITRA, wife of late Ramendra Nath Mitra, 7.





1. DIST. SUB-REGISTRAR
ALSORE, SOUTH 24 PGS.
18 NOV 2013
Signature.....

SRI RAJAT KUMAR MITRA, son of late Ramendra Nath Mitra, 8. SMT. PURNIMA BOSE, wife of late Basanta Kumar Bose, 9. SRI DIPENDRA NARAYAN GHOSH, 10. SRI AMRITARTHA GHOSH, 9 and 10 both sons of late Rajendra Narayan Ghosh, and Late Anima Ghosh and shall includes their heirs, executors, administrators, legal representatives and assigns.

- 2) DEVELOPER shall mean the said SAKET PROMOTERS LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 46, B.B. Ganguly Street, 1st Floor, Kolkata – 700012 represented by its Authorised Signatory (1) MR. SHASHI KANT KHETAN son of late Krishan Lal Khetan, and (2) MR. JNANENDRA NATH DAS BAIRAGYA son of Bilwa Nath Das bairagya, No.1 Directors and No.2 Authorized Signatory of M/S. SAKET PROMOTERS LTD. having its office at 46, B.B. Ganguly Street, 1st Floor, Room No.4, Kolkata - 700012.
- 3) SAID PROPERTY shall mean ALL THAT piece and parcel of land measuring 12 cottahs 8 chitaks more or less lying and situated at premises No. 11, Balaram Bose Ghat Road, P.S. Kalighat, Kolkata – 700 025, District 24 Parganas (South) within the limit of Kolkata Municipal Corporation in its Ward No.73 which is morefully described in the Schedule 'A' hereunder written.



ADOL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

18 NOV 2013

Signature.....

- 4) MOU shall mean the Memorandum of Understanding executed on 28.10.2013 between both the parties herein in respect of the said property mentioned in the Schedule A hereunder written.
- 5) PREMISES shall mean the premises being premises No 11, Balaram Bose Ghat Road, P.S. Kalighat, Kolkata - 700 025 property as described in the Schedule 'A' hereunder written.
- 6) BUILDING shall mean Building/ Buildings to be constructed on the said premises as per building plan and specifications as sanctioned by the Kolkata Municipal Corporation which is specifically mentioned in the Schedule D hereunder written.
- 7) BUILDING PLAN shall mean such plan as prepared by the Architect or civil engineer as appointed and authorized by the Developer for construction of the proposed new building to be constructed at the said premises and to be sanctioned or caused to be sanctioned by the Developer in the name of and on behalf of the Owners from the Kolkata Municipal Corporation and/or the other competent authority as the case may be and to be further sanctioned/amended/rectified/extended by the Kolkata Municipal Corporation.





ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
18 NOV 2013
Signature.....

Such plan shall be subject to approval of the owners within a period of 15 days from the date of receipt of the proposed building plan by any of the owners and the same shall be deemed to have been accepted by the other owners . If the owners or any of the owners caused delay in approval of the proposed plan within the stipulated period then after the expiry of the said period, it will be deemed that the plan is approved by the owners .

8. "Units" shall mean the independent and self-contained flats, car parking space, servant quarter rooms etc if any, and any other constructed spaces in the New Building at the said premises capable of being exclusively held used or occupied by a person;
9. "Transferable Areas" shall mean the Units, Parking Spaces and anything comprised in the Building Complex which is to be commercially exploited under the agreement including the chargeable super built-up area.
- 10) COMMON FACILITIES shall means and include corridor, stairways, lifts, passageways, lobbies other facilities including water pump, pump room/space, motor, water reservoir, overhead tank, area form where suitable services are to be rendered, electrification, electric meter room or space for maintenance or management of the building for common use by the occupiers of the units which is specifically mentioned in Schedule E hereunder written.



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
18 NOV 2013
Signature.....

- 11) ROOF: Roof shall mean and include the ultimate roof of the said building on the top of the terrace and the same shall be used as common property by the occupants.
- 12) COMMON EXPENSES AND DEPOSITS shall mean and include proportionate share of the charge and expenses for maintenance, upkeep, repair and replacement of the common parts, common amenities of the proposed building to be borne or paid proportionately by the respective purchaser/s and/or occupiers of the flats/units respectively.
- 13) UNDIVIDED SHARE shall mean the undivided proportionate variable impartible share or interest in the said property underneath the building to be constructed as also the common parts taking into account total area comprised of the said Unit agreed to be acquired by the respective purchasers in relation to the total area of the said building.
- 14a) CARPET AREA shall mean the floor area of the flat/ unit to be measured from inside surface to inside surface of the wall





ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 FGS.
18 NOV 2013
Signature

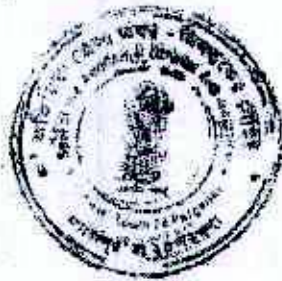
14b) BUILT UP AREA OF A FLAT Shall mean and include the total constructed floor area divided by number of units on the respective floor as per rules and regulation of the Kolkata Municipal Corporation.

14c) SUPER BUILT UP AREA shall mean the aggregate area comprised in the space in the building for independent use and occupation together with the space required for corridor , lobbies, rooms, stair case, open spaces, land and other common area in the building and/or premises i.e. thirty percent of the carpet area of the individual flat/unit.

15). ADJUSTABLE ADVANCE shall mean and include a sum of Rs. 65 lacs
The owners are accepting and acknowledging from the developer, and had been or shall be paid by the developer to the owner in the manner following:

(i) Rs.36.50 lacs (Thirty six lacs fifty thousand) as already paid by the developer on 4.11.2013 by way of several pay orders in the terms of the MOU and is being acknowledged by the Owner here.;

(ii) In the terms of the MOU the entire cost and expenses towards execution and registration of the two Deeds of Sale and three Deeds of Gift made by some of the co-sharers in favour of the Owners for transferring their respective shares of right title and interest in the in the said property.



ADOL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

18 NOV 2013

Signature.....

iv) The balance amount, if any, out of the said Rs 65 Lacs as adjustable advance will be paid by the developer to the owners within 30 days from the date of the sanction of proposed building plan in terms as mentioned herein below.

16) OWNERS' S ALLOCATION shall mean:

50% of the FAR of constructed area of the proposed building.

It is agreed by and between the parties herein that out of the said 50% of allocation the owners shall keep 6 self content flat of 830 sq ft said built up area and 6 nos. of car parking space for themselves and leave the balance area of their allocation of 50% of the sanctioned FAR to the developer to adjust their adjustable advance therefrom. In view of this the Owners allocation becomes 6 (Six) flats of 830 sq.ft more or less of built up area each, and 6 car parking space, and Rs 65 lacs paid/to be paid as stated above. and with this the parties herein shall have no claim and demand against each other for any money or area as the case may be.

17) DEVELOPER'S ALLOCATION shall mean the remaining 50% of FAR of the said building to be constructed at the said premises and the area to be received by the Developer from the Owners in lieu of the adjustable advance as per para 15 above.





ADDL. DIST. SUB-REGISTRAR
ALW-DRE, SOUTH 24 PGS.
18 NOV 2013
Signature.....

- 18) WORDS imparting singular shall include plural and vice versa.
- 19) ARCHITECT shall mean the qualified and competent person or persons, firm, who will be appointed by the Developer for designing and planning of the said Project and/or building at their own costs and expenses.

D. COMMENCEMENT AND POSSESSION


1. This Agreement shall be deemed to have commenced on and with effect from the date of signing of this agreement.
2. The Owners do hereby 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 market the same for mutual benefit as contained herein and for the consideration and on the terms and conditions hereinbefore contained.
 - 2.1. The Developer by virtue of the appointment 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.
 - 2.2. The Owners doth hereby agree that henceforth the said premises shall be used only for the purpose of development of the Building Complex thereon by the Developer in terms hereof and its Marketing.



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
18 NOV 2013
Signature.....

- 2.3. In the Building Complex, the Owners shall be entitled to the Owners Allocation and the Developer shall be entitled to the Developer's Allocation.
 - 2.4. 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 know how for the same and to pay the costs and expenses thereof in the manner mentioned hereinafter.
 - 2.5. 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.
 - 2.6. Each of the promises herein shall be the consideration for the other.
3. With effect from the date hereof the Developer shall have the license to enter upon the said premises to carry out all works required for the development and marketing of the Building Complex and allied and ancillary purposes.

E. OWNERS'S REPRESENTATION

- 1) That the Owners are solely and absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises.
- 



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH Z. PGS.
18 NOV 2013
Signature.....

- 2) The Owners have a good, clear absolute marketable title to enter into this Agreement with the Developer.
- 3) None else other than the Owners have any claim, right, title and/or demand over and in respect of the said premises and/or portion thereof.
- 4) That said Premises and/or the said Property is free from all encumbrances, charges, liens, lispendis, attachments, trusts, acquisition or requisition whatsoever or howsoever.
- 5) That there is no suit or proceedings pending regarding the title in respect of the said property or any part thereof.
- 6) That there is no excess vacant land at the said premises or property within the meaning of the Urban Land (Ceiling & Regulation) Act 1976.
- 7) The Owners hereby grant and exclusive right to the Developer to construct and/or erect building and to complete the said building on the said property and agrees to allow use of the existing electric meter to the Developer or their nominees, provided that all payments against Consumed Units shall be borne by the Developer subject to approval from CESC Ltd.



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
18 NOV 2013
Signature.....