

3960

ANNEXURE 'R' V/C 794/09/04246/00



5-30R
4
9.309
nu
24904/381
2497

6380/0
पश्चिम बंगाल WEST BENGAL
21/12/250
8/2/125
09-07-99
B. P. J. D. M.
23+4+7
2.40,04/381
H=273944
H=28
M(6)=4

पश्चिम बंगाल WEST BENGAL

Certified that the document is admitted to registration. The signature sheet/s and the development sheets attached with this document are the part of this document.

This agreement made this 8th

day of July, Two Thousand and

Nine, between WEST BENGAL HOUSING BOARD, a Body Corporate created under the West Bengal Housing Board Act, 1972 (W.B. Act XXXII of 1972 together with upto date amendments of the Act) of 105, Surendra Nath Banerjee Road, Kolkata - 700 014, hereinafter called the "BOARD", which expression shall include its successors-in-interest and/or assigns, of the ONE PART.

AND

BENGAL PEERLESS HOUSING DEVELOPMENT COMPANY LIMITED, a Joint Sector Company, having its Registered Office at 6/1A, Moira Street, Mangal Deep, Ground Floor, Kolkata - 700 017, hereinafter called the "COMPANY", which expression shall include its successors-in-interest and/or assigns, of the OTHER PART.

Handwritten signature

F 698801

Sub. Register - B
4/10/99 South 24 Parganas

Sf 150
RD = 1,74,3190

1743290/-

Peerless Housing Development Co. Ltd.

Handwritten signature
K. S. Bagchi
Managing Director

Handwritten signature

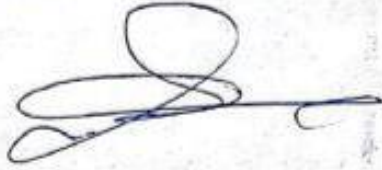
Housing Commissioner
West Bengal Housing Board

Contd.....2

411 JS
Bengal Peoples Housing Development Co. Ltd.
6/1A, MOHAR STREET

NAME..... Mangaldeep
ADD/ADV..... Ground Floor
Kolkata 700 017
RS.....
6 JUL 2009
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

- Bagchi. (Kanaswar Bagchi)



7071-1876

Bengal Peoples Housing Development Co. Ltd.

Bagchi.
K. S. Bagchi
Managing Director



7071-1877

Das.
Housing Commissioner
West Bengal Housing Board
(SUBIR DAS.)



Sub. Register - III
Alkur South 24 Parganas

09 JUL 2009

Hanuprasad Sinha
Advocate
High Court, Calcutta

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 17
Page from 1851 to 1867
being No 04246 for the year 2009.

Kalobaran Parai

Officer S.D.O. Registrar - III
Alipour South 24 Parganas

13 JUL 2009



(Kalobaran Parai) 13-July-2009
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R.-III SOUTH 24-PARGANAS
West Bengal

Government Of West Bengal
Office of the D.S.R.-III SOUTH 24-PARGANAS
ALIPORE
Endorsement For deed Number :I-04246 of :2009
(Serial No. 03960, 2009)

On 09/07/2009

Presentation(Under Section 52 & Rule 22A(3) 46(1))

Presented for registration at 05.30 hrs on :09/07/2009, at the Private residence by K S Bagchi, Claimant.

Admission of Execution(Under Section 58)

Execution is admitted on 09/07/2009 by

1. S Das, Director, WB Hsg Board, 105, Surendra Nath Banerjee Ro, Kolkata -700014, profession :Government Service
2. K S Bagchi, Managing Director, Bengal Peerless Hsg Dev Co Ltd, 6/1 A, Moira Street, Mangal Deep, Ground Floor, Kolkata, profession :Government Service

Identified By Haraprosad Sinharoy, son of . . High Court Calcutta Kolkata 700001 Thana: ., by caste Hindu, By Profession :Advocate.

Name of the Registering officer :Kalobaran Parai
Designation :DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS

On 10/07/2009

Certificate of Admissibility(Rule 43)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :23 of Indian Stamp Act 1899.

Payment of Fees:

Fee Paid in rupees under article : A(1) = 273944/- ,H = 28/- ,M(b) = 4/- on:10/07/2009

Certificate of Market Value(WB PUVI rules 1999)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs-24904138/-

Certified that the required stamp duty of this document is Rs 1743289 /- and the Stamp duty paid as: Impresive Rs- 100

Deficit stamp duty

Kalobaran Parai
District Sub-Registrar - III
Alipour South 24 Parganas

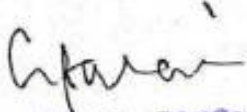
10 JUL 2009

[Kalobaran Parai]
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-
PARGANAS
OFFICE OF THE DISTRICT SUB-REGISTRAR-III OF SOUTH 24-
PARGANAS
Govt. of West Bengal

Government Of West Bengal
Office of the D.S.R.-III SOUTH 24-PARGANAS
ALIPORE
Endorsement For deed Number :I-04246 of :2009
(Serial No. 03960, 2009)

Deficit stamp duty Rs 1743190/- is paid, by the Bankers cheque number 155445, Bankers Cheque Date 09/07/2009 Bank Name STATE BANK OF INDIA, Kol Main Br, received on :10/07/2009.

Name of the Registering officer :Kalobaran Parai
Designation :DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS


Dist. Sub. Registrar - III
Alipur South 24 Parganas

10 JUL 2009

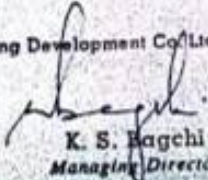
[Kalobaran Parai]
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-
PARGANAS
OFFICE OF THE DISTRICT SUB-REGISTRAR-III OF SOUTH 24-
PARGANAS

Govt. of West Bengal

WHEREAS

- A) The Government of West Bengal (hereinafter called the 'GOVERNMENT') desired to undertake the work of large scale construction of Housing Complexes in order to solve the pressing housing problem in the State.
- B) For various administrative and financial reasons the GOVERNMENT decided that such Projects should be implemented with financial participation by the Private Sectors, subject to the supervision and over all control of the GOVERNMENT.
- C) For the aforesaid purpose, it was decided that Joint Sector Companies should be formed by the West Bengal Housing Board with Private Sector Companies.
- D) By a Memorandum of Understanding dated 13th September, 1993, hereinafter called the "MOU" between the Board of the One Part and The Peerless General Finance & Investment Company Limited, hereinafter called 'PGFI' of the Other Part, it was agreed that a Joint Sector Company would be promoted in the name of Bengal Peerless Housing Development Company Limited for the purpose of implementation of such Housing Schemes of the Government.
- E) Pursuant to the MOU, the Bengal Peerless Housing Development Company Limited was formed for the purpose aforesaid.
- F) Under the MOU, it was also agreed that :-
- a) The Parties hereto would each hold 49.5% (Forty nine point five percent) shares in the COMPANY.
 - b) The BOARD will assist the COMPANY for furtherance of the objects of the MOU.
- G) It was further decided by the GOVERNMENT that the COMPANY would be entrusted with the task of developing any suitable land that the GOVERNMENT might have at its disposal, by way of construction of Housing Schemes therein in accordance with guidelines laid down by the GOVERNMENT.
- H) The COMPANY is agreeable to undertake such work.

Bengal Peerless Housing Development Co. Ltd.


K. S. Bagchi
Managing Director


Housing Commissioner
West Bengal Housing Board

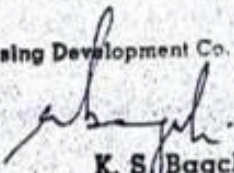
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- I) The GOVERNMENT has acquired about 12.67 acres of land under Act I of 1894 in Mouza – Barakhola, P.S. Purba Jadavpur, Dist. – South 24 Parganas. The Government has transferred the acquired land of 12.67 acres to the BOARD vide its Notification No.634-H1/1L-2/99 (Pt) dated 09-08-07 for the purpose of housing development scheme as defined in The West Bengal Housing Board Act, 1972 (West Bengal Act XXXII of 1972) with amendments thereafter and including The West Bengal Housing Board (Amendment) Act, 1993 (West Bengal Act XIV of 1993). This land of 12.67 acres is morefully described in the First Schedule, hereunder written and hereinafter called the 'SAID LAND'.
- J) The BOARD desires to implement the Housing Scheme as defined under Sub-Section (d) and (i a) of Section 18 of the Amendment Act, 1973 [West Bengal Act XXXV of 1973, Section 8 (i) and 8 (ii)], through the COMPANY and for the purpose have earmarked and demarcated the Said Land of about 12.67 acres, which is morefully described in the Second Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered RED, and is hereinafter called the "LAND".
- K) In accordance with the aforesaid policy of the GOVERNMENT, the BOARD is desirous of developing the LAND by execution of housing scheme as defined herein before, morefully described in the Third Schedule, hereinafter called the 'COMPLEX' and for that purpose to appoint the COMPANY as its Developer/Agent on the terms and conditions hereafter contained.

NOW, IT IS HEREBY AGREED AND DECLARED as follows :-

- 1) The BOARD hereby appoints the COMPANY as its Developer and/or Agent for the purpose of construction of the COMPLEX on the LAND on the terms and conditions herein contained and the COMPANY accepts such appointment.
- 2) It is clarified that this is not an agreement to sell and/or transfer of the LAND or any part thereof to the COMPANY but is merely an agreement authorising the COMPANY to develop the LAND by constructing and completing the COMPLEX in all respects and to enter into contracts on behalf of the BOARD with prospective allottees/purchasers for the sale of units with proportional land in the COMPLEX.

Apurva Peerless Housing Development Co. Ltd.

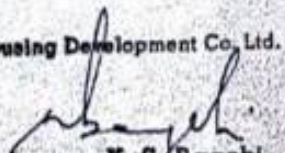

K. S. Bagchi
Managing Director


Housing Commissioner
West Bengal Housing Board

Contd.....4

- 3) The BOARD confirms that the LAND has been acquired by the BOARD free from all encumbrances and full compensation has been paid to land owner(s) whose land has been acquired. Any disputes in the title of the LAND shall be dealt with and sorted out solely by the BOARD and legal expenses, if any, to be incurred by the COMPANY for the title of the LAND, shall be to the accounts of the BOARD.
- 4) In order to enable the COMPANY to make such construction, the BOARD will give permissive possession of the LAND to the COMPANY. It is clearly understood that until completion of the Project, the possession of the COMPANY will not be exclusive but jointly with the BOARD.
- 5) It is agreed that the COMPANY will pay and bear the full cost of implementation of the COMPLEX on the LAND and will be empowered and authorised by the BOARD as its Agent to sell the Units and Space constructed by it together with proportionate undivided share of the land or to lease out the Units/Space, if required, on such terms and conditions as the COMPANY may decide and deduct the amount receivable by it in terms of this agreement out of the sale/lease proceeds and pay the portion thereof payable to the BOARD as hereunder.
- 6.A) In so far as the amount receivable by the BOARD on account of 12.67 acres of the LAND, the provisional value has been mutually determined as Rs.2,49,04,138/- (Rupees two crore forty nine lac four thousand one hundred thirty eight only),
- 6.B) In the event of any change in the provisional value of the land due to any subsequent decision of the competent Govt. Authority both the parties agree to abide by such decision and the parties also agree that the amount receivable by the Board on account of land price would be appropriately adjusted.
- 6.C) The provisional value determined above is for the raw undeveloped land with no infrastructure facility of any nature.
- 7) The COMPANY shall, as the Developer and/or Agent of the BOARD, develop the LAND in accordance with the Scheme of the COMPLEX subject to and strictly in accordance with the conditions set out in the Third Schedule.

~~Special Purpose~~ Housing Development Co. Ltd.


K. S. Bagchi
Managing Director


Housing Commissioner
West Bengal Housing Board

Contd.....5

8) All costs relating to implementation of the said Scheme of the COMPLEX as stated herein before including Site preparation, erection, construction and completion of the COMPLEX shall be borne and paid by the COMPANY solely and exclusively at the first instance.

9) The COMPANY shall pay to the BOARD to obtain Developer's Right the Consideration Amount of Rs.2,49,04,138/- (Rupees two crore forty nine lac four thousand one hundred thirty eight only) as the provisional value of the LAND subject to adjustment as aforesaid.

10) The payment of the amount mentioned in clause no. 9 herein above, shall be made as follows :-

a) A sum of Rs.1,67,00,000/- (Rupees one crore sixty seven lac only) shall be paid and actually paid by the COMPANY to the BOARD through the Banker's cheque no. 008523 dated 23.11.01 of Centurion Bank Ltd., Kolkata.

b) A sum of Rs.82,04,000/- (Rupees eighty two lac four thousand only) shall be paid and actually paid by the COMPANY to the BOARD on 7th November, 2003 through the Banker's cheque no. 029183 dated 07.11.03 of UTI Bank, Kolkata.

c) Balance of Rs.138/- including interest up to date amounting to total of Rs.240/- (Rupees two hundred forty only) paid by the COMPANY to the BOARD on 6th July, 2009 by cash deposit vide M R No. 322 dated 06.07.2009.

11) All common parts and/or areas of such COMPLEX not specifically conveyed and/or sold/Leased out to any allottee/purchaser shall be conveyed by the BOARD to such company or other Association of persons as be nominated by the COMPANY, without the BOARD claiming any additional consideration for the same.

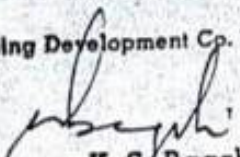
West Bengal Housing Development Co. Ltd.



K. S. Bagchi
Managing Director


Contd.....6
Housing Commissioner
West Bengal Housing Board


- 12) The COMPANY shall complete the COMPLEX fully within 5 (five) years from the date hereof SUBJECT HOWEVER to availability of the LAND from the BOARD, the sanction of the plans of the COMPLEX and/or parts thereof within 12 (twelve) months from the date of submission, the force majeure condition and any other reasons beyond the COMPANY's control PROVIDED HOWEVER THAT IN case there be any unsold unit/space and/or portion within the LAND and/or the COMPLEX at the end of the said period and/or its extension, then and in such event, the Conveyance/transfer of such unit/space and/or portion may be postponed till such time as may be reasonably required.
- 13) Simultaneously herewith the BOARD has granted and/or shall grant irrevocable Power of Attorney in favour of the Company authorising the COMPANY to do the various works envisaged under this Agreement to be done by the COMPANY including transfer and/or conveyance of the various units/plots and/or portions of the LAND and/or the COMPLEX to the persons selected by the COMPANY according to the Scheme, at the respective apportioned values thereof PROVIDED HOWEVER, the cost of preparation, stamping and registration of such conveyances shall be borne and paid by the respective allottees/purchasers and/or the COMPANY.
- 14) The COMPANY shall indemnify and keep the BOARD saved, harmless and indemnified from all losses and damages suffered by the BOARD arising out of the exercise of the powers and authorities granted to the COMPANY by the BOARD as aforesaid.
- 15) Simultaneously herewith the BOARD ^{do} both grant to the COMPANY a license to enter upon the LAND, to effect such fencing or boundary as be required, to do all works for implementation of the Scheme and construction and completion of the COMPLEX and all the other works in connection therewith.
- 16) With regard to the possession of the LAND, the BOARD confirms that it would be the COMPANY who would be entitled to deliver possession of the LAND or the units and the BOARD shall not interfere with such decision of the COMPANY, provided that the COMPANY performs its part of this agreement and provided further that at all times the BOARD shall be deemed to be in joint possession with the COMPANY.

~~West Bengal~~ Housing Development Co. Ltd.


K. S. Bagchi
Managing Director

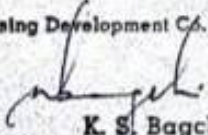

Housing Commissioner
West Bengal Housing Board


Contd.....7

(7)

- 17) The BOARD shall be entitled, from time to time, to inspect all works, papers and books (including accounts books) and other records of the COMPANY regarding the implementation of the Scheme and give such directions and/or instructions in respect thereof to the COMPANY as it may deem necessary, in case it finds any default on the part of the COMPANY.
- 18) Notwithstanding what has been stated in Clause 14 herein above, the BOARD shall not be held responsible for any delay, defective construction etc. in the execution of the works.
- 19) The COMPANY shall comply with its other obligations contained in the MOU save on the matters specifically covered hereby.
- 20) The COMPANY shall be entitled to do all lawful works required for the implementation of the Scheme by itself and/or by other contractors appointed by it and/or in any other manner it deems fit and proper. None of the contractors and/or persons engaged in connection therewith shall have any claims of any nature whatsoever against the BOARD. The COMPANY shall solely be responsible for payment of all amounts including compensation for injuries to such workmen and/or other persons engaged by them, due to anything done by the COMPANY in pursuance hereof and the COMPANY shall keep the BOARD saved harmless and indemnified in respect of all claims and/or dues against the BOARD. The COMPANY shall execute the Scheme as per this Agreement and according to the law of the land and shall indemnify the BOARD against any contravention of rules/regulations/laws whatsoever during the pendency of this Agreement.
- 21) The BOARD shall at its own risk, cost and expenses settle all claims regarding the BOARD's title in respect of the LAND and shall ensure that the same do not in any manner, impede the implementation of this Agreement and to that extent, the BOARD shall keep the COMPANY saved, harmless and indemnified.

West Bengal Housing Development Co. Ltd.


K. S. Bagchi
Managing Director


Housing Commissioner
West Bengal Housing Board

Contd.....8

22) The BOARD undertakes to render all reasonable assistance to the COMPANY in the matter of obtaining all permits/licenses and other sanctions from appropriate authorities like K.M.C., K.M.D.A., K.I.T. CESC Limited, etc. for implementation of the Scheme but the COMPANY shall bear the entire cost including incidental charges for such permission/sanction etc., the Company has to take responsibility to check all the architectural drawings / designs / structural designs and also the planning the construction of buildings. For checking architectural drawings / designs / structural designs etc. for giving due sanction and signing the documents by the Chief Executive Officer of the Board before placing the plan to the appropriate authority for necessary sanction, service charge @ Rs.25/- per Sq.m. of built up area which is to be paid vide Housing Department Order No. 689 - H1 / JV - 13 / 04 dated 27.08.07 by the Company to the Board at the time of signing and approving the drawing, design etc. towards the cost of such checking and/or verification by the Board.

23) The Agreement may be amended or rescinded by mutual consent.

24) Any notice to be given hereunder shall be deemed to have been duly served if it is in writing and signed by the Party by giving the notice and should be sent by registered post properly stamped and addressed to the other Party at its last notified address. The service shall be deemed to have been made on the seventh day of the posting.

25) Settlement of all disputes and differences between the parties hereto arising out of this Agreement and/or in any manner connected herewith shall be by arbitration under the "Arbitration and Conciliation Act", 1996 or as amended from time to time.

~~West Bengal~~ Housing Development Co. Ltd.


K. S. Bagchi
Managing Director


Housing Commissioner
West Bengal Housing Board


Contd.....9

THE FIRST SCHEDULE**(SAID LAND)**

Mouza : Barakhola
 J.L. No. : 21
 P.S. : Purba Jadavpur

Area acquired under LA Act - I of 1894

R.S. Dag No. (1)	Specific Portion (2)	Area in Acres (3)	Remarks (4)
125 (P)	Northern	2.40	Marked (P) indicates part of the plot
126(P)	Middle	10.27	
	Total	12.67	

THE SECOND SCHEDULE**(LAND)**

Mouza : Barakhola
 J.L. No. : 21
 P.S. : Purba Jadavpur

The Said Land of the First Schedule of 12.67 acres having the boundaries -

North - Plot No. 126 (P) & 162 & 168
 South - Mukundapur Road
 East - Plot No. 126 (P)
 West - E M By Pass

West Bengal Housing Development Co. Ltd.

K. S. Bagchi
K. S. Bagchi
 Managing Director

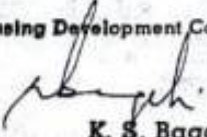
S. Das
Housing Commissioner
 West Bengal Housing Board


Contd.....10

THE THIRD SCHEDULE
SCHEME

1. The Development will be for the housing scheme which includes the construction and reconstruction of buildings, roads, drainage, water supply, lighting, schools, hospitals, dispensaries, market/commercial place, parks, playgrounds, open space etc. It will have dwelling units for Lower Income Group (LIG), Middle Income Group (MIG) and Higher Income Group (HIG) in a suitable mix of the same. However, total units of LIG & MIG will not be less than 50% (fifty percent) of the total number of dwelling units in the scheme approved by the Board.
2. The housing scheme also includes the development of urban/rural area for successful implementation of housing schemes and for purposes ancillary or incidental thereto.
3. All construction and/or development will be in accordance with and within the framework of the prevailing Building Bye Laws and/or as applicable of any authority having jurisdiction over the said area.

West Bengal Housing Development Co. Ltd.



K. S. Bagchi
Managing Director

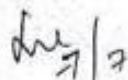

Housing Commissioner
West Bengal Housing Board

Contd.....11

IN WITNESS WHEREOF THE PARTIES hereto have executed these present on the day, month and year first above written.

SIGNED AND DELIVERED BY
THE HOUSING COMMISSIONER
WEST BENGAL HOUSING BOARD
SUBIR DAS, s/o. Late P.L.DAS
For and on behalf of West Bengal Housing Board in the presence of :-


Housing Commissioner
West Bengal Housing Board

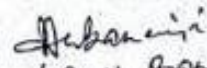
1) 
F. A. cum-C.A.O.
West Bengal Housing Board

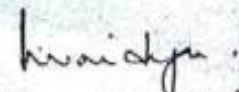
2) 
Perimal Das
Accounts Officer (Finance)
West Bengal Housing Board

SIGNED AND DELIVERED BY
THE MANAGING DIRECTOR
BENGAL PEERLESS HOUSING DEV. CO. LTD.
Kunr Sanwar Bagchi s/o Late N.S. Bagchi
For and on behalf of Bengal Peerless Housing Development Company Limited in presence of :-

Bengal Peerless Housing Development Co. Ltd.


K.S. Bagchi
Managing Director

1) 
(A.N. Bose)
GM, BPHDC

2) 
(Mrs A. Vaidya)
DM

SPECIMEN FORM FOR TEN FINGERPRINTS



S. Das

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Kunasa Kumar Singh

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

PHOTO

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

PHOTO

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				