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पश्चिम बंगाल WEST BENGAL

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

MR
Additional Registrar
of Assurances-I, Kolkata

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 17th day of July Two Thousand Fifteen (2015) **BETWEEN SRI SRI MADAN MOHAN JEW THAKUR** (PAN : AAAJS4042E), a Hindu Deity enshrined at 70, Raja Ram Mohan Roy Road, P.O. Barisha, Police Station- previously Thakurpukur now Haridevpur, Kolkata-700008, represented by His sole Shebait **SRI AJIT KUMAR SAMANTA** (PAN: ARGPS2597P), son of Late Behari Lal Samanta, by religion Hindu, by occupation Retired Service Holder; residing at 82/2, Raja Ram Mohan Roy Road, P.O. Barisha, Police Station - previously Thakurpukur, now Haridevpur, Kolkata - 700 008 and hereinafter referred to as "the **OWNER**"

ajit

ajit
25/7/15

5376/

Sold to	Brinda Sen Gupta Adv
Address	
Value	10,000 SLK (1)
17 JUN 2015	
High Court KAR S	

10,000 SLK (1)

High Court
KAR
S

REGISTRATION OF INSTRUMENTS ACT, 1908
REGISTRATION OF INSTRUMENTS ACT, 1908
REGISTRATION OF INSTRUMENTS ACT, 1908

Brinda Sen Gupta,
Advocate,
Daughter of Sri Udayan Sen Gupta,
Enrolment No - F/1463/1730/2012,
C/o Messrs Dube & Co,
Advocates,
10, Old Post Office Street,
Kolkata - 700001,
Mob. No. 9836496339.



ADDITIONAL REGISTRAR
OF ASSURANCES - KOLKATA
17 JUL 2015

(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the said Hindu Deity and His successor-in-interest, legal representatives and assigns as also its shebait from time to time and their successors-in-office, legal representatives and assigns) of the **FIRST PART**;

AND

M/s BNBK DEVELOPER LLP, (PAN: AAOFB6745K), a Limited Liability partnership firm, having its registered office at 40 Maulana Abul Kalam Azad Road, "Ambika Towers", P.O. Howrah, P.S.- Golabari, Howrah- 711101, represented by its designated partners (1) **Sri Kalyan Sarkar** (PAN: ADBPS8406N), son of Sri Basudev Sarkar, by faith Hindu, by occupation Business, residing at 17 Deshapriya Park Road, P.O. Kalighat, P.S.- Tollygunj, Kolkata- 700 026; (2) **Sri Bharat Kejriwal** (PAN: AFVPK1120R), son of Sri Vidyasagar Kejriwal, by faith Hindu, by occupation Business, residing at 13 Dr. Sarat Banerjee Road, P.O. Sarat Bose Road, P.S.- Tollygunj, Kolkata- 700 029; (3) **Sri Subhash Chandra Balasaria** (PAN: AHGPB0578D), son of Late Suraj Mull Balasaria, by faith Hindu, by occupation Business, residing at 23, Raja Santosh Road, P.O. Alipore, P.S.- Alipore, Kolkata- 700 027; (4) **Mr. Bijay Balasaria** (PAN: ADPPB9523K), son of Sri Manak Chand Balasaria, by faith Hindu, by occupation Business, residing at 23, Raja Santosh Road, P.O. Alipore, P.S.- Alipore, Kolkata- 700 027; and (5) **Sri Nieraj Kumar**

Prasad (formerly known as Sri Niraj Kumar)(PAN : AQNPP0987G), son of Sri Tarni Prasad, by faith - Hindu, by Occupation - Business, residing at Central Government Quarter, Flat No. 75, Type -III, Grahams Road, P.O. Regent Park, Police Station: Jadavpur, Kolkata - 700040 **(6) Shree Balasaria Construction Private Limited** (PAN: AADCS6467M), a company registered under companies act 1956, having its register office at 20, Mullick Street, P.O. Barabazar, Kolkata - 700007 hereinafter referred to as "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context mean to and include their successor-in-interest and assignee) of the **SECOND PART**;

AND

UTSHA MINES & MINERAL PVT. LTD., (PAN : AAACU9412B) a company incorporated under the provisions of the Companies Act, 1956, having its registered Office at 17, Deshopriya Park Road, P.O. Kalighat, Police Station-Tollygunge now Charu Market, Kolkata-700026 represented by its Directors-(1) **SRI KALYAN SARKAR,** (PAN : ADBPS8406N) son of Sri Basudeb Sarkar, by faith-Hindu, by occupation-Business, residing at 17, Deshopriya Park Road, P.O. Kalighat, Police Station-Tollygunge, Kolkata-700026; (2) **SRI BHARAT KEJRIWAL,** (PAN : AFVPK1120R) son of Sri Vidyasagar Kejriwal, by faith - Hindu, by Occupation - Business, residing at 13, Dr. Sarat Banerjee Road, P.O. Sarat

Bose Road, Police Station : Tollygunj, Kolkata - 700029 and
(3) **SRI NIERAJ KUMAR PRASAD, (PAN : AQNPP0987G**
) formerly known as Sri Niraj Kumar, son of Sri Tarni Prasad,
by faith - Hindu, by Occupation - Business, residing at
Central Government Quarter, Flat No. 75, Type - III,
Grahams Road, P.O. Regent Park, Police Station : Jadavpur,
Kolkata - 700040; hereinafter referred to as the
"**CONFIRMING PARTY**" (which expression shall unless
excluded by or repugnant to the subject or context be
deemed to mean and include its successors-in-interest, and
assigns) of the **THIRD PART;**

WHEREAS

- A. One Sri Behari Lal Samanta was the recorded owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring 9 (nine) decimals, be the same or a little more less, lying and situated in Dag No. 391; **ALL THAT** piece and parcel of land measuring 1.68 (one point six eight) acres, be the same or a little more less, lying and situated in Dag No. 407; **ALL THAT** piece and parcel of land measuring 17 (seventeen) decimals, be the same or a little more or less, lying and situated in Dag No. 409; and **ALL THAT** piece and parcel of land measuring 12 (twelve) Decimals, be the same or a little more or less, lying and situated in Dag No. 410, all

under C.S. Khatian No. 355, altogether land measuring 2.06 acres, be the same or a little more less, in Mouza - Siriti, Collectorate Touzi Nos. 35, 177 & 411, R.S. No. 186, J.L. No. 11, Pargana-Magura, within the then South Suburban Municipality, now within the limits of the Kolkata Municipal Corporation, District Sub Registration Office at Alipore, Additional District Sub Registration Office at Behala, District-South 24-Parganas together with all rights, easements, facilities and amenities appurtenant thereto.

- B. By virtue of a Deed of Settlement (Arpannama) dated 12th February, 1947 (hereinafter referred to as "the said Arpannama"), registered at the office of Joint Sub-Registrar of Alipore at Behala and entered in Book No. I, Volume No. 5, Page Nos. 133 to 136, Being No. 211, for the year 1947, the said Behari Lal Samanta, as Settlor, granted, conveyed and transferred the aforesaid land aggregating and measuring about 2.06 acres absolutely and forever as and by way of creating a private Debttar property unto and in favour of the Owner herein, represented by the then Sole Shebait Sudhir Kumar Samanta, since deceased.
- C. Subsequent to the execution of the said Arpannama, by virtue of a Deed of Permanent Lease dated 12th February, 1947 executed by the said Sudhir Kumar Samanta, Shebait of the Owner herein and registered at

the office of Additional District Sub-Registrar at Behala and entered in Book No. 1, Volume No. 3, Page Nos. 195 to 196, Being No. 212, for the year 1947, the Owner herein granted a permanent lease in respect of **ALL THAT** piece and parcel of Bagan land measuring 8 decimals equivalent to 5 Cottahs, be the same or a little more less, lying and situated in C.S. Dag No. 407, under C.S. Khatian No. 355 of Mouza-Siriti unto and in favour of one Jugal Kishor Samanta, son of Behari Lal Samanta, since deceased.

- D. During the Revisional Settlement, the Owner herein has been recorded to be absolutely seized and possessed and in absolute ownership of **ALL THAT** piece and parcel of land measuring 9 (nine) decimals, be the same or a little more less, lying and situated in Dag No. 391, **ALL THAT** piece and parcel of land measuring 1.60 acres, be the same or a little more less, lying and situated in Dag No. 407, **ALL THAT** piece and parcel of land measuring 17(seventeen) decimals, be the same or a little more less, lying and situated in Dag No. 409, under R.S. Khatian No. 355; **ALL THAT** piece and parcel of land measuring 12(twelve) decimals, be the same or a little more less, lying and situated in Dag No. 410, under R.S. Khatian No. 345, all together measuring 1.98 acres of Land, all in Mouza - Siriti, District-South 24-Parganas

- E. Furthermore, during Revisional Settlement, the said Bagan Land measuring 8 Decimals equivalent to 5 Cottahs in C.S Dag No. 407 was changed and/or transformed into R.S. Dag No. 407 of 1178 and C.S. Khatian No.355 thereof was changed and/or transformed in to R.S. Khatian No.799 and the same was recorded in the name of one Jugal Kishor Samanta, since deceased, by virtue of the permanent Lease created in favour of Jugal Kishor Samanta as aforementioned.
- F. After getting the aforesaid property, by virtue of a permanent lease, the said Jugal Kishor Samanta, being seized and possessed of the same constructed one storey building and structure upon it and had been residing thereat with the members of his family.
- G. During his lifetime, the said Jugal Kishor Samanta executed a Will on 26.11.1982, in respect of thehis properties including the aforesaid property bequeathing the same unto and in favour of the legatees under the Will. It had been stipulated in the Will that the wife of Sarojini Samanta would enjoy the property during her life as life interest holder. After the demise of Sarojini Samanta, the youngest daughter of Jugal Kishor Samanta namely Smt. Annapurna Sarkar would be entitled to get the said property being **ALL THAT** piece and parcel of land measuring 8 decimals equivalent to 5

Cottahs, be the same or a little more less, together with building and structure standing thereon, lying and situated in C.S Dag No. 407, corresponding to R.S. Dag No. 407/1178, under C.S. Khatian No.355, corresponding to R.S. Khatian No. 799 of Mouza-Siriti.

- H. The said Jugal Kishor Samanta died testate leaving behind the said Will dated 26.11.1982. In terms of the Will, Smt. Annapurna Sarkar as named Executrix applied for the grant of Probate of the Will before the Learned District Delegate at Alipore, which was registered as Act 39 Case No. 416 of 1999 (Probate).
- I. After filing of the said case, the other near relations of the Testator Jugal Kishor Samanta filed their objection and consequently the Probate proceeding became contentious and was converted into a suit, which was marked as Suit No. 22 of 2000 before the Learned District Judge at Alipore and subsequently transferred to the Learned 10th Additional District Judge at Alipore, for adjudication and the same was registered as O.S. No. 4 of 2001. On contested hearing the Learned 10th Additional District Judge granted probate of the Will on 31.05.2002 and on submission of stamp duty, the formal probate was issued on 28.06.2002.
- J. By virtue of the Will and its Probate, the said Smt. Annapurna Sarkar, inter alia, become the Lessee in

respect of **ALL THAT** piece and parcel of Bastu land measuring 8 decimals equivalent to 5 Cottahs, be the same or a little more less, together with building and structure standing thereon, lying and situate at C.S Dag No. 407, corresponding to R.S. Dag No. 407/1178, under C.S. Khatian No.355, corresponding to R.S. Khatian No. 799 of Mouza-Siriti.

- K. The said Annapurna Sarkar, as Lessee, got her name mutated in respect of **ALL THAT** piece and parcel of land measuring 8 decimals equivalent to 5 Cottahs, be the same or a little more less, together with building and structure standing thereon, lying and situated in C.S Dag No. 407, corresponding to R.S. Dag No. 407/1178, under C.S. Khatian No.355, corresponding to R.S. Khatian No. 799 of Mouza-Siriti in the records of the Kolkata Municipal Corporation as premises No. 197, Raja Ram Mohan Roy Road, Police Station-Thakurpukur now Haridevpur, Kolkata-700008.
- L. The said Sudhir Kumar Samanta, being the then Shebait of the Owner herein, filed one application before the Learned District Judge, South 24 Parganas at Alipore, being Misc. Case No. 19 of 1986, praying for permission to grant a long term lease in respect of a portion of the said 1.98 acres of land whereupon the Learned District Judge vide his order dated 13th June, 1986, was pleased to dispose of the said Misc. Case No. 19 of 1986 by

passing an order to the effect that no permission of the Court was necessary, since by the said Arpannama only a private debuttar had been created by the Settlor, and that for the benefit and welfare of the deity, the Shebait was at liberty to deal with the property in the manner that might suit the object of the trust or Arpannama. In view of such order, some portions out of said 1.98 acres of land of the Owner were sold and/or leased and/or agreed to be sold by the Shebait.

- M. The said Sudhir Kumar Samanta, being the then Shebait of the Owner herein, by virtue of the relevant provision in the said Arpannama, executed a Deed of Appointment of Shebait on 30th July, 1986 and registered at the office of Additional District Sub-Registrar at Behala and entered in Book No. IV, Volume No. 2, Page Nos. 89 to 96, Being No. 61 for the year 1986, thereby appointing Ajit Kumar Samanta, son of Late Behari Lal Samanta the next Shebait inter alia, on the terms and conditions contained therein.
- N. After becoming the Shebait of the Owner herein by virtue of the aforesaid Deed of Appointment, Sri Ajit Kumar Samanta, the present Shebait has been regularly performing the *dev seva* and all the rituals in respect of the tradition of *seva puja* of the deity, Sri Sri Madan Mohan Jew Thakur, since the time of death of Sudhir Kumar Samanta

- O. By and under a Deed of Lease dated 6th October, 1989 and registered at the office of Additional District Sub-Registrar, Behala and entered in Book No. I, being no. 3571 for the year 1989, the Owner herein, represented by His Shebait, granted a lease for a period of 99 years, in favour of one Ranjit Kumar Ta and Dr. Nimai Chandra Ta in respect of the **ALL THAT** the piece and parcel of land measuring 3 cottahs, be the same or a little more or less, together with structures constructed thereon, lying and situated in Dag No. 407, under R.S. Khatian No. 345 of Mouza - Siriti, J.L. No. 11, at and being part of Municipal Premises No. 214, Raja Ram Mohan Roy Road, Police Station : formerly Thakurpukur now Haridevpur, Kolkata -700008, inter alia, on terms and conditions contained therein.
- P. By a Development Agreement dated 15th June, 2012 entered between the Owner herein, represented by His sole Shebait AJIT KUMAR SAMANTA, and the Confirming Party herein and registered at the Office of the District Sub-Registrar-II at Alipore in Book No. I, CD Volume No. 8, Pages 10999 to 11046, Being no. 06717 for the year 2012 (hereinafter referred to as the "**the said Agreement dated 15th June, 2012**") the Confirming Party was appointed to develop **ALL THAT** piece and parcel of land measuring 2 Bighas 19 Cottahs 15 Chittacks and 25 Square Feet, be the same or a little more or less, consisting of (i) land measuring 44

Cottahs 5 Chittacks 3 square feet in Dag No. 407; (ii) land measuring 9 Cottahs 6 Chittacks, in Dag No. 409 and (iii) land measuring 6 Cottahs 4 Chittacks 22 square feet, lying and situated in Dag No. 410, together with structures constructed thereon, all of under R.S. Khatian No.355, at Mouza - Siriti, J.L. No. 11, at and being part of Premises no. 214 Raja Ram Mohan Roy Road, Kolkata -700008 Police Station : Thakurpukur now Haridevpur, Kolkata: 700 008, morefully described in **Part I of Schedule A** written hereto, on the terms and conditions contained therein.

- Q. In pursuance to the said Agreement, the Owner herein also executed a Power of Attorney dated 15th June, 2012 registered at the Office of the District Sub-Registrar-II at Alipore in Book no. I, CD Volume No. 8, Pages 11047 to 11063, Being No. 06718 for the year 2012 (**hereinafter referred to as the "the Power of Attorney dated 15th June, 2012"**) in favour of (1) Kalyan Sarkar, (2) Bharat Kejriwal and (3) Niraj Kumar (also known as Nieraj Kumar Prasad) all directors of the Confirming Party (**hereinafter collectively referred to as "the said Constituted Attorneys"**).
- R. Subsequent thereto, the said Shebait viz. Sri Ajit Kumar Samanta, filed an application before the Learned District Judge, South 24 Parganas at Alipore, being Misc. Case No. 403 of 2012, praying for permission to, inter alia,

develop and sell the said property of the Owner and such application was disposed off by the Learned District Judge by passing an Order dated 18th January, 2013 (as amended on 21st March, 2013) recording that the Shebait had the right to lease, sell, develop and deal with the properties for the betterment of the Trust of the Debutter property created by the Settlor.

- S. By a Deed of Surrender of Lease dated 24th May, 2013, made between the Smt. Annapurna Sarkar and the Owner herein and registered at the office of the Additional District Sub-Registrar at Behala in Book No. I Volume no 16 at Pages 5651 to 5668, Being no. 04985 for the year 2013, the said Smt. Annapurna Sarkar surrendered the said lease and relinquished her entire leasehold estate and interest in respect of the said land measuring 8 decimals equivalent to 5 Cottahs, together with building and structure standing thereon, lying and situated in C.S Dag No. 407, corresponding to R.S. Dag No. 407/1178, under C.S. Khatian No.355, corresponding to R.S. Khatian No. 799 of Mouza-Siriti in the records of the Kolkata Municipal Corporation as premises No. 197, Raja Ram Mohan Roy Road, Police Station-Thakurpukur now Haridevpur, Kolkata-700008 in favour of the Owner herein and delivered khas physical and vacant possession thereof to the Owner herein.

- T. Further, by a Deed of Surrender of Lease dated 24th May, 2013, made between the said Ranjit Kumar Ta and Nimai Chandra Ta and the said Owner herein and registered at the office of Additional District Sub-Registrar Behala, in Book No. I, Being No. 04985 Pages 5651 to 5668 for the year 2013, the said Ranjit Kumar Ta and Nimai Chandra Ta duly surrendered their respective leasehold right, title and interest in respect of the said land measuring 3 cottahs, be the same or a little more or less, together with structures constructed thereon, lying and situated in Dag No. 407, under R.S. Khatian No. 345 of Mouza - Siriti, J.L. No. 11, at and being part of Municipal Premises No. 214, Raja Ram Mohan Roy Road, Police Station : Thakurpukur now Haridevpur, Kolkata -700008 and delivered khas physical and vacant possession thereof to the Owner herein.
- U. The Confirming Party herein entered into a further understanding with the Owner to develop the aforesaid land measuring about 5 Cottahs in Dag No. 407/1179 under Khaitan No.799 with structures constructed thereon situate at Mouza - Siriti, J.L. No. 11, P.S. - Haridevpur (previously Tollygunge) being portion of premises No.197 Raja Ram Mohan Roy Road, Kolkata - 700 008 and morefully described in **Part -II of Schedule A** written hereto together with the said land measuring about 3 Cottahs in Dag No. 407 under R.S.

Khaitan No. 345 with structures thereon at Mouza - Siriti, J.L. No. 11, P.S. - Haridevpur (previously Tollygunge), being portion of premises No.214 Raja Ram Mohan Roy Road, Kolkata - 700 008, morefully described in **Part -III of Schedule A** written hereto.

- V. The said properties as morefully described in **Parts-I,II and III of Schedule A hereto**, for the sake of brevity, shall hereinafter collectively be referred to as the "**First Plot**".
- W. Although, as per the records of the Kolkata Municipal Corporation and the records of the Land Reforms department, there is no water body/pond in the said properties, as a matter of fact, a small pond exists on the land comprised in Dag No. 409, being part and parcel of the **First Plot** herein, which the Owner and/or the Confirming Party agreed and/or undertaken to fill-up and/or relocate have at their cost and expenses, by observing existing rules and provisions of law.
- X. There is no excess vacant land and/or any land in excess of the ceiling limit in the **First Plot**. No part/portion of the **First Plot** herein has been or is liable to be vested and/or acquired under the West Bengal Estates Acquisition Act, 1953, the West Bengal Land Reforms Act, 1955, the Urban Land (Ceiling and Regulation) Act, 1976 and/or any other law and no

notice has been issued or proceedings commenced or pending in respect thereof.

- Y. There are no suits, proceedings or any litigation pending in respect of the **First Plot** or any portion thereof and there are no orders of any court or any authority affecting the same injuriously in any manner.
- Z. Neither the Owner nor the Confirming Party has in any manner dealt with the said **First Plot** herein or any part thereof, whereby, the right, title and interest of the said Owner, as to the ownership, use, enjoyment, development and sale of the **First Plot** or any part thereof is or may have been affected in any manner whatsoever.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows.

ARTICLE-I: DEFINITIONS

- 1.1. **OWNER** shall mean **SRI SRI MADAN MOHAN JEW THAKUR**, a Hindu Deity enshrined at 70, Raja Ram Mohan Roy Road, Police Station-Thakurpukur now Haridevpur, Kolkata-700008, and shall include the said Hindu Deity and its successor-in-interest, legal representatives and assigns as also its shebait from time to time and their successors-in-office, legal representatives and assigns.

- 1.2. **DEVELOPER** shall mean **M/s BNBK DEVELOPER LLP**, a Limited Liability partnership firm, having its registered office at represented by its designated partners (1) **Sri Kalyan Sarkar** son of Sri Basudev Sarkar, by faith Hindu, by occupation Business, residing at 17 Deshapriya Park Road, P.S.- Tollygunj, Kolkata- 700 026; (2) **Sri Bharat Kejriwal**, son of Sri Vidyasagar Kejriwal, by faith .Hindu, by occupation Business, residing at 13 Dr. Sarat Banerjee Road, P.S.- Tollygunj, Kolkata- 700 029; (3) **Sri Subhash Chandra Balasaria**, son of Late Suraj Mall Balasaria, by faith Hindu, by occupation Business, residing at 23, Raja Santosh Road, P.S.- Alipore, Kolkata- 700 027; (4) **Mr. Bijay Balasaria**, son of Sri Manak Balasaria, by faith Hindu, by occupation Business, residing at 23, Raja Santosh Road, P.S.- Alipore, Kolkata- 700 027; (5) **Sri Neiraj Kumar Prasad (also known as Niraj Kumar)**, son of Sri Tarni Prasad, by faith – Hindu, by Occupation – Business, residing at Central Government Quarter, Flat No. 75, Type- III, Grahams Road, Police Station: Jadavpur, Kolkata – 700040; and (6) **Shree Balasaria Construction Private Limited** (PAN: AADCS6467M), a company registered under companies act 1956, having its register office at 20, Mullick Street, P.O. Barabazar, Kolkata – 700007, hereinafter referred to as "the said **DEVELOPER**" and its successor-in-interest and assigns.

- 1.3. **FIRST PLOT** shall mean land measuring 3(Three) Bighas 9 (Nine) Cottahs 15 (Fifteen) Chittacks 25 (Twenty-five) Square Feet comprising of (a.) **FIRSTLY ALL THAT** the land measuring about 2 Bighas 19 Cottahs 15 Chittacks and 25 Square Feet consisting of (i) 44 Cottahs 5 Chittacks 3 square feet in Dag No. 407, (ii) 9 Cottahs 6 Chittacks in Dag No. 409 and (iii) 6 Cottahs 4 Chittacks 22 square feet in Dag No. 410 together with structures constructed thereon, all of under R.S. Khatian No.355, Mouza - Siriti, J.L. No. 11, at and being part of Premises No. 214 Raja Ram Mohan Roy Road, Police Station : Haridevpur, Kolkata -700008 Police Station : Haridevpur within the limits of Kolkata Municipal Corporation, under Ward No.122, and morefully described in **PART-I** of **SCHEDULE "A"** hereunder; (b.) **SECONDLY ALL THAT** the piece and parcel of land measuring about 8 decimals equivalent to 5 Cottahs, lying and situate in Dag No. 407/1178, under C.S. Khatian No. 355 of Mouza-Siriti at and being Premises no. 197 Raja Ram Mohan Roy Road, Kolkata 700008, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 122, morefully described **PART-II** of **SCHEDULE "A"** hereunder; (c.) **THIRDLY ALL THAT** the piece and parcel of land measuring about 3 Cottahs, whereupon structure standing thereon, lying and situated in Dag No. 407, under C.S. Khatian No.355 of Mouza - Siriti, J.L. No. 11, Police Station : Haridevpur at and being Premises

No. 214C, Raja Ram Mohan Roy Road, Police Station : Haridevpur, Kolkata -700008 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 122, morefully described in **PART-III** of **SCHEDULE "A"** hereunder (hereinafter **collectively referred to as the "Said Property"**.)

- 1.4. **BUILDINGS** shall mean the new buildings and other constructions to be constructed in the said Property as per the Building Plans to be sanctioned by the Kolkata Municipal Corporation and shall include any additional constructions and/or floors that may be subsequently sanctioned and/or constructed from time to time.
- 1.5. **OWNER'S ALLOCATION** shall mean the allocation of the Owner as mentioned in **SCHEDULE-"B"** hereunder written.
- 1.6. **DEVELOPER'S ALLOCATION** shall mean the allocation of the Developer as mentioned in **SCHEDULE-"C"** hereunder written.
- 1.7. **COMMON PORTIONS FACILITIES & AMENITIES** shall mean and include corridors, hall ways, stair ways, passage ways, drive ways, common paths and passages, common lavatories, pump space, underground water reservoir, overhead water tank, a portion of the ultimate roof of the buildings, lifts, lift

landing on all floors, electrical transformer, electrical devices, water pump and motor and other facilities to be provided by the Developer for the enjoyment, maintenance and/or management of the Buildings as specifically mentioned in the **SCHEDULE "D"** hereunder written.

- 1.8. **SALEABLE SPACE** shall mean units/floors/ flats /car parking spaces/ shops/ spaces and other rights in the buildings available for independent use and occupation and shall include the proportionate share in the Common Portions Facilities & Amenities.
- 1.9. **COMMON EXPENSES** shall mean and include the expenses incurred for the purpose of maintaining the said Property and the Buildings including the common parts comprised in the said Property including matters relating to the mutual rights and obligations of the Developer, the Owner and nominee/s including the intending Purchasers/s and the common use and enjoyment thereof, which has specifically been mentioned in the **SCHEDULE-"E"** hereunder.
- 1.10. **THE ARCHITECT** shall mean a company or person who may be appointed by the Developer and who shall design and plan the construction of several buildings and/or blocks upon the said Property and obtain the

required sanction for construction of such Buildings from the appropriate authorities.

- 1.11. **BUILDING PLAN** shall mean the plan that may be sanctioned by the Kolkata Municipal Corporation and/or any other competent authority as the case may be, from time to time and shall include any modification, revision, renewal or regularization thereof.
- 1.12. **TRANSFeree** shall mean any individual, Hindu Undivided Family, Partnership Firm, Limited Liability Partnership, Company, Trust, Society or any other legal entity to whom any part of the Saleable Space in the Buildings comprised in the said Property including any unit, floor, flat, space, car parking space, shop, etc. is agreed to be transferred by way of sale or lease.
- 1.13. **COMMON ROOF/TERRACE** shall mean the ultimate roof of the Building to shall be treated as part of the Common Portions and Facilities for common use.
- 1.14. **NOTICE** shall mean and include all notices to be served hereunder by any of the parties to the other parties and shall be deemed to have been served on the 7th day from the date of dispatch through Registered Post with Acknowledgement Due at the abovementioned addresses of the parties hereto or such other addresses as may be notified in writing by any party.

ARTICLE-II COMMENCEMENT

- 2.1. This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

ARTICLE-III: OWNER'S REPRESENTATIONS & RIGHT

- 3.1. Sri Sri Madan Mohan Jew Thakur, the Owner herein, represented by His sole Shebait Sri Ajit Kumar Samanta is the lawful absolute owner of, inter alia, the said Property. The Owner is the owner of private debutter property and the aforesaid sole shebait thereof is lawfully entitled to sell, develop, lease out and/or otherwise deal with and/or dispose of the properties belonging to the Owner including the said Property without requirement of any further permission or consent from any competent Court or otherwise. The said Property is duly recorded and mutated in the records of B.L. & L.R.O in the name of the Owners.
- 3.2. Save and except the Owner nobody else has any right, title, interest, claim and demand whatsoever or howsoever and in respect of the said Property.
- 3.3. The said Property is free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, debutter, prohibitions, restrictions, restrictive covenants,

executions, acquisitions, requisitions, attachments, vesting, alignment, easements, lis pendens, injunctions, court orders and liabilities whatsoever or howsoever.

- 3.4. From the date of execution of this Agreement and till completion of the Buildings and transfer of all Saleable Spaces therein by execution and registration of Deeds of Conveyance, if any person or entity claims to have any right, title and/or interest in respect of the said Property and/or if there is any defect in title of the Owner and/or there is any hindrance in completion of the buildings and/or transfer of the Saleable Spaces as aforesaid, then the Owner and the Developer shall be liable for the same and shall forthwith resolve the same at their own costs and expenses. The Owner shall ensure, at their own costs, that the Owner's title to the said Property continues to remain marketable and free from all encumbrances, liabilities and restrictions and is capable of being legally approved for grant of Project Finance and housing loans.
- 3.5. Save and except the said Development Agreement dated 15th June, 2012, the Owner has not entered into any agreements for sale and/or development agreement or any other agreement, arrangement or understanding whatsoever or howsoever in respect of the said Property. Prior to the execution of this Agreement, the Development Agreement dated 15th June, 2012, as well

as the General Power of Attorney dated 15th June, 2012 has been mutually delivered up and cancelled and/or revoked by the Owner and the Confirming Party herein and the said Agreement and/or the General Power of Attorney dated 15th June, 2012 shall stand revoked and/or superseded immediately upon execution of this Agreement without any further formality whatsoever and in view thereof, the Confirming Party herein shall cease to have any right or interest in respect of the said Property and the rights and obligations of the parties shall be governed by this Agreement only.

- 3.6. No suits and/or other legal proceedings are pending in respect of the said Property and there are no orders of Court or any other authority affecting the said Property and/or the right title and interest of Owner herein.
- 3.7. The said Property is not affected by any Thika Tenancy and the Owner has not received notice of any claim or proceedings regarding Thika Tenancy.
- 3.8. The said Property is not affected by any requisition or acquisition by any authority or authorities under any law and/or otherwise.
- 3.9. There is no excess vacant land in the said Property and/or any land in excess of the ceiling limit. No part of the said Property has been or is liable to be vested

and/or acquired under the West Bengal Estates Acquisition Act, 1953, the West Bengal Land Reforms Act, 1955, the Urban Land (Ceiling and Regulation) Act, 1976 and/or any other law and no notice has been issued and no proceedings have commenced or are pending in respect thereof or there under.

- 3.10. All rates, taxes, levies, outgoings, liabilities etc. whatsoever including municipal taxes, khazana etc. in respect of the said Property until 15th June, 2012, had been paid and discharged and/or shall be paid and discharged by the Owner. However, the Owner shall not be liable for payment of such rates, taxes, levies, outgoings, liabilities etc. for the period subsequent to 15th June, 2012.
- 3.11. The Owner has a good and marketable title to the said Property and is lawfully entitled to enter into this Agreement on the terms and conditions contained herein

ARTICLE-IV: DEVELOPER'S RIGHTS

- 4.1. The Owner hereby grants sole and exclusive rights to the Developer to develop the said Property by way of constructing Buildings thereon in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation including any amendment and/or

modification thereto made or caused to be made by the Developer.

- 4.2. The Developer shall pay and bear all expenses towards the Building Plan, building material, lawyer fees, architect fees and all construction charges of the Buildings and to complete it in all respects at its own costs or at the cost of the intending purchaser or purchasers for the purpose of development of the said Property
- 4.3. It is made clear that the Developer's Allocation as mentioned in **SCHEDULE-"C"** hereunder, shall be the property of the Developer herein and shall be sold, transferred and/or disposed of by the Developer to the prospective buyers at the consideration or price to be decided at the sole discretion of the Developer and all consideration and amounts receivable regarding the Developer Allocation shall belong solely and exclusively to the Developer.
- 4.4. The Owner and the Developer shall have the right to publish and/or put up advertisements and/or hoarding at any place including in the said Property to draw the attention of the prospective buyers for purchase of the units/floors/flats /shop/car parking Spaces/spaces/shops comprised in the said Property.

ARTICLE-V: CONSIDERATION/ALLOCATIONS

- 5.1. Out of the total Saleable Spaces, the Owner shall be entitled to the Owner's Allocation mentioned in **Schedule B** hereunder written. However, the owner shall not be entitled to deal with and/or dispose of more than 75% of its allocation until the refund of Security deposit and payment of other amounts, if any, is made by the Owner to the Developer herein. The Owner may deal with and/or dispose of the said 75% of its allocation and, on such terms and conditions as may be decided by the Owner and the Developer shall have no right and/or entitlement in respect thereof. The balance 25% of its allocation may be dealt with and/or disposed of by the owner after refund of the Security Deposit and payment of other amounts to the developer on such terms and conditions as may be decided by the Owner.
- 5.2. Refundable/adjustable Security Deposit of Rs. 1,10,00,000/- (Rupees One Crore Ten Lac only), (out of which Rs. 50,00,000 was paid by the former developer(confirming party) since credited to the Developer herein at the instruction of the former developer as stated hereafter) shall be paid to the Owner.
- 5.2.1 Out of the said sum of Rs. 1,10,00,000/- (Rupees One Crore Ten Lac only), the Developer has been given

credit for Rs.50,00,000/- (Rupees Fifty Lacs) at the request to the Confirming Party, paid by the Confirming Party under the Development Agreement dated 15th June, 2012 and the Developer has reimbursed the said sum to the Confirming Party herein. Balance Rs.60,00,000/- (Rupees Sixty Lacs only) has been paid by the Developer to the Owner at the time of execution of this Agreement as per the Memo of Consideration hereinafter.

- 5.3. Possession of the Owner's Allocation shall be handed over by the Developer to the Owner simultaneous upon full refund of the Security Deposit of Rs. 1,10,00,000/- (Rupees One Crore Ten Lacs) only by the Owner to the Developer.
- 5.4. In lieu of the Developer obtaining sanction and constructing the Buildings on the said Property and after handing over possession of the allocation of the Owner as mention in **SCHEDULE - B** hereunder, the Developer shall be absolutely entitled to the Developer's Allocation mentioned in **SCHEDULE - C** hereunder written with full right to deal with and dispose of the same in any manner whatsoever for such consideration and on such terms and conditions as may be decided by the Developer in its sole discretion. The Owner shall have no right or entitlement whatsoever in respect of the

Developer's Allocation and/or the consideration or other amounts relating to the same.

- 5.5. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the plot of land in the said Property or any part thereof to the Developer or creating any right, title or interest in respect thereof to the Developer save and except to commercially explore the same in terms hereof by construction of the Buildings on the said Property and to deal with the Developer's Allocation in the Building in the manner herein stated, without creating any financial liability upon the Owner.

ARTICLE-VI: POSSESSION

- 6.1. Simultaneously with the execution of this Development Agreement, the Owner has handed over physical and vacant khas possession of the said Property to the Developer and the Developer has acknowledged the receipt of the same in writing.

ARTICLE-VII: PROCEDURE

- 7.1 The said Power of Attorney dated 15th June, 2012 executed by the Owner in favour of the said Constituted Attorneys pursuant to and in terms of the said Development Agreement dated 15th June, 2012 in favour of the said Constituted Attorneys has since been

revoked and the same is no longer valid and/or subsisting. Simultaneously with the execution of this Agreement, the Owner is granting proper authority to the Developer by executing and registering a General Power of Attorney in favour of the Developer and its nominees, inter alia, for the purpose of development and construction of the proposed buildings of several blocks including obtaining sanction of plan and selling out the Developer's Allocation mentioned in **SCHEDULE-"C"** hereunder to the intending purchaser/s through Agreement for Sale/s and Deed of Conveyance/s. The Developer shall sign and execute all necessary papers, deeds, documents, plans etc. for the purpose of construction of the buildings and selling of the Developer's Allocation and shall represent the Owner for all purposes in connection with selling of the Developer's Allocation and the development and construction works before the appropriate authorities provided however the same shall not create financial liabilities upon the Owner in any form whatsoever..

- 7.2 Apart from the said Power of Attorney, the Owner doth hereby undertake to execute as and when necessary all papers, deeds, documents, agreements, plans etc. (not covered by the said power of attorney) for the purpose of development and construction on the said Property The Developer's Allocation as required by the Developer However, in the event of it being required by

any authority, the Owner shall execute such papers and/or documents as may be required by such authority.

- 7.3 The Developer shall take steps for obtaining sanction of the Building Plans in the name of the Owner. Within 30 (thirty) days of the date of receipt of sanction of the building plan, the Developer shall demarcate the Owner's Allocation in consultation and agreement with the Owner herein. The Owner and the Developer shall execute a supplementary Agreement relating to allocated portion of the Owner and the Developer after obtaining sanction of the building plan.
- 7.4 The Developer shall keep the original of the sanctioned Building Plan relating to the said Property in its custody and will deliver a true copy of the same duly certified by the partners of the developer firm under its seal..
- 7.5 Simultaneously with the execution of this Development Agreement, the Owner and/or the Confirming Party on behalf of the owner herein shall hand over the Original Title Deeds, Mutation Certificate, Tax Receipts and other documents and papers relating to the said Property (hereinafter collectively referred to as "the **Original Title Documents**") to the Developer and the Developer shall acknowledge the same by tendering a receipt regarding the same.

- 7.6 The Developer shall execute and register the Agreements for Sale and Deeds of Conveyance in respect of the Developer's Allocation as mentioned in **SCHEDULE-"C"** hereunder in favour of the intending purchasers and/or their nominee selected by the Developer, on the basis of the Power of Attorney from the Owner in favour of the Developer and/or its nominees.
- 7.7 The Developer shall keep this Agreement in original in its custody and the Owner shall keep a certified copy of this Agreement in His custody.

**ARTICLE-VIII: DEALINGS OF SPACES IN THE
BUILDING**

- 8.1. The Developer shall on completion of the Buildings comprising of several blocks offer to handover to the Owner the Owner's Allocation before handing over possession of the flats/floor/car parking space/shop/spaces comprised in the Developer's Allocation and the Agreement Holder's Allocation to the intending purchaser/ purchasers to be selected by the Developer subject to the full refund of the Security Deposit as mentioned clause 5.2 above. The word 'completion' shall mean effecting habitable condition of the Owner's Allocation with availability of water supply,

sewage connection, electricity connection, and other stipulations mentioned herein. The Completion/Occupancy Certificate shall be obtained subsequently by the Developer and shall not be necessary for the purpose of 'completion' referred to in this Agreement.

- 8.2. The Owner shall be entitled to transfer or otherwise deal with the Owner's Allocation as the Owner herein shall deem fit and proper subject to the full refund of the Security Deposit as mentioned clause 5.2 above. In case of transfer of the Owner's Allocation or any part thereof by the Owner, the documents for transfer thereof, including Agreements for Sale of Units and Deeds of Conveyance, shall be in the same line as the documents relating to the Developer's Allocation and shall contain similar rights and obligations regarding the usage and enjoyment.
- 8.3. The Developer shall be entitled to transfer or otherwise deal with the Developer's Allocation as the Developer herein shall deem fit and proper and the Owner shall have no right, title and interest and/or authority to deal with the Developer's Allocation. The Developer shall be at liberty with exclusive right and authority to negotiate for sale of units/ floor/flats/car parking spaces/ shop/spaces comprised in the Developer's Allocation with any prospective buyer/s on or before or in course of the construction work of the said Building/s at such

consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/s as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the Developer and the Owner herein and will have no right and share and will not be entitled to any portion thereof.

- 8.4. The Developer shall be entitled to enter into Agreements for Sale and Deeds of Conveyance in favour of intending Purchasers units/ floor/flats/car parking spaces/shop/spaces comprised in the Developer's Allocation on the basis of Power of Attorney and sign all necessary documents on behalf of the Owner.
- 8.5. The expenses for stamp duty and registration of Deeds of Conveyance including all other legal expenses shall be borne and paid by the intending Purchaser or Purchasers.

ARTICLE-IX: BUILDINGS

- 9.1. The Developer shall at its own costs construct erect and complete the construction of Buildings in the said Property in accordance with the Building Plan with such materials and with such specification as are mentioned

in **SCHEDULE-"F"** hereunder written and as may be recommended by the Architect(s) from time to time.

- 9.2. Subject to the above, the decision of the Architect(s) regarding the quality of the materials shall be final and binding on the parties.
- 9.3. The Developer shall install and/or erect in the Buildings standard new pump, water storage tanks, overhead reservoirs, electric wiring & fittings in common areas and other facilities as may be decided by it.
- 9.4. The Developer shall be authorized in the name of the Owner in so far as in necessary to apply for and obtain quotas, entitlements and other allocations for cement, all types of steels, bricks other building materials and accessories allocable to the Owner for the construction of the Buildings and to similarly apply for and obtain temporary and permanent connections of water, electricity, drainage sewerage and/or other facilities for the Buildings and other inputs and facilities required for the construction of the Buildings in the said Property.
- 9.5. All costs, charges and expenses for architect's fees shall be discharged and paid by the Developer and the Owner will have no responsibility in this context.

ARTICLE-X: COMMON FACILITIES

- 10.1. The Developer shall pay and bear all property taxes and other dues and out goings in respect of the said Property accruing due and as and from the date of handover of all the Pre-Sanction Approvals to the Developer. The Developer shall be liable to bear all property tax and other dues and outgoings in respect of the said Property till that date. Upon construction of the Buildings all property tax and other dues and outgoings shall be payable by the Transferees in respect of their respective units from such date as may be decided by the Developer.
- 10.2. As soon as the construction of the Buildings is completed in every respect and made habitable, the Developer shall give written notice to the Owner requiring the Owner to take possession of the Owner's Allocation in the Buildings. After 30 (thirty) days from the date of service of such notice, the Owner shall be deemed to be in physical and/or symbolic possession and upon the delivery of letter of possession by the developer to the Owner be exclusively responsible for payment of all municipal and property taxes, rates, duties dues and other public, statutory out goings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the **said rates**") payable in respect of Owner's Allocation. The said rates shall be

apportioned on pro-rata basis with reference to the total Saleable Space in the Buildings till the time they are levied on the said Property as a whole. The Parties shall punctually and regularly pay the Rates payable by them to the concerned authorities and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by any of the parties.

- 10.3. For permanent electric connection to the flats/spaces in the Buildings, the intending purchasers (collectively "**Transferees**") shall pay the deposits demanded by the electric supply authority and other agencies as also the charges for HT/LT electric equipment/panels and cabling to the Developer and the Owner shall also pay the same for the Owner's Allocation.
- 10.4. The Owner shall not do any acts deeds or things whereby the Developer may be prevented or hindered in construction and completion of the Buildings.
- 10.5. The Developer and Owner herein shall be entitled to their respective Allocations/portions in the Buildings with absolute right to sell, alienate, transfer, gift and/or otherwise dispose of the same.

10.6. The Developer may hand over the management and maintenance of the Common Portions to a professional agency and/or form an Association and/or Society (**Maintenance Agency**) which shall collect the costs and service charge for the same (**Maintenance Charge**). Till such handing over, the Maintenance Charges shall be payable to the Developer and/or its agents. It is clarified that the Maintenance Charge shall include premium for the insurance of the Buildings, water, electricity, sanitation and scavenging charges and also repair, maintenance and replacement of all common wiring, pipes, electrical and mechanical equipment and all other installations, appliances and equipment and all costs deposits etc that are incurred or need to be incurred as maintenance charges for all things within the common area or services of the said building.

ARTICLE-XI: COMMON RESTRICTION

The Owner's Allocation in the Buildings shall be subject to the same restrictions and conditions regarding use as applicable to the Developer's Allocation which shall include the follows:-

11.1. Neither party shall use or permit to be used its allocation in the Buildings or any portion thereof for carrying on any obnoxious, illegal or immoral trade or

activity and shall not use it for any purpose which may cause any nuisance or hazard to the other occupiers of the Buildings in the said Property.

11.2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent of the Developer or Municipal Authority in this regard.

11.3. Neither party shall transfer or permit to transfer its allocations or any portion thereof unless :-

- a. Such party shall have observed and performed all terms and conditions relating to its allocations to be observed and/or performed under this Agreement.
- b. The proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions of these presents and that such transferee shall pay all rates, taxes, expenses and outgoings whatsoever that shall be payable in relation to the area proposed to be acquired by such transferee.

- 11.4. The Parties herein, shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, bye laws, rules and regulations
- 11.5. The Parties shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the Buildings in good working condition and repair so as not to cause any damage to the Buildings or any other space or accommodation therein and shall keep the other the occupiers of the Buildings indemnified of from and against the consequence of any breach by them.
- 11.6. Neither Party shall do or cause or permit to be done any act or thing which may render void or voidable any policy of insurance relating to the Buildings or any part thereof and shall keep the other occupiers of the Buildings harmless and indemnified of from and against the consequences of any breach.
- 11.7. No goods or other items shall be kept by either of the Parties for display or otherwise in the corridors or in the common portions of the Buildings and no hindrance shall be caused in any manner in the free movement of

users in the corridors and other places of common use in the Buildings.

11.8. The Parties herein shall not throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the Buildings or in the compounds, corridors or any other portion or portions of the said Property.

11.9. The Owner and the Developer shall permit each other's agents, workmen and others at all reasonable times to enter into any portion of the Buildings for the purpose of maintenance or repairing, rebuilding cleaning, lighting and keeping in order and good condition any common facilities comprised in the common portions in said Property including maintaining the drains, gas and water pipes and electric wires and for any similar purpose.

ARTICLE-XII: OWNER'S OBLIGATIONS

12.1. The Owner does hereby agree and covenant with the Developer not to cause any illegal interference or hindrance in the construction of the Buildings at the said Property by the Developer. If any interference or hindrance is caused by the Owner or any of their respective agents, servants, representatives, etc. causing hindrance or impediment to such construction,

the Owner will be liable for all losses and damages and shall keep the Developer harmless and indemnified of from and against the consequences of such interference, hindrance or impediment.

12.2. The Owner do hereby covenant with the Developer not to do any act, deed or thing, either by himself and/or through his respective agents, servants, representatives, etc. whereby the Developer may be prevented from selling, assigning and/or disposing of the Developer's Allocation and/or any portion thereof in favour of the intending buyers of units/floors/flats/spaces. The Owner further give undertaking that He shall be liable and responsible for the acts of his respective agents, servants, representatives, etc. and shall keep the Developer harmless and indemnified of from and against the consequences of breach by the Owner and his respective agents, servants, representatives, etc.

12.3. The Owner hereby agrees and covenants with the Developer not to let out, grant, lease, mortgage and/or charge or part with possession of the said Property or any portion thereof or enter into any negotiation, agreement, arrangement or understanding whatsoever or do anything by which the title of the said Property is encumbered or adversely affected from the date of execution of this Agreement till the completion of the

Project, without the prior consent in writing of the Developer.

- 12.4. The Owner herein will have no right, authority or power to terminate and/or determine this Agreement within the stipulated time of construction and sale of the said building provided there is no violation of terms and conditions of this agreement. It is recorded herein that the completion period of the proposed Buildings by the Developer shall be 36 (thirty six) months from the date of receipt of sanctioned building plan with a grace period of 12(Twelve) months and also subject to force majeure and reasons beyond control. Time should be the essence of the contract.
- 12.5. The Owner, without being influenced or provoked by anybody do hereby categorically admit that henceforth for all times to come, the Owner shall not raise any claim and/or press for any extra benefits and/or amount and the Developer shall be entitled to receive all amounts from all intending Purchasers in its own name relating to the Developer's Allocation and to appropriate the said sale proceeds thereof at its sole discretion without the Owner having any share whatsoever therein.
- 12.6. In order to get maximum FAR for construction, the Owner do hereby agrees to cooperate, by executing, if

required, a Deed of Gift of a small portion of the said Property in favour of the Kolkata Municipal Corporation for extension of the road approach.

- 12.7. The Owner shall bear and pay all taxes, levies, duties, liabilities, etc. relating or arising due to the transaction between the parties in respect of the Owner's Allocation including sales tax, value added tax, service tax, works contract tax, etc. as also the tax payable on the income arising out of transfer of the same and shall keep the Developer fully indemnified regarding the same. In the event of the Developer having to make any payment on account of taxes, levies, duties, liabilities etc. in respect of the Owner's Allocation, then the Owner shall reimburse the same to the Developer within 15 days of demand or prior to handing over of possession of the Owner Allocation to the Owner, whichever is earlier.

ARTICLE-XIII: DEVELOPER'S OBLIGATIONS

- 13.1. The Developer doth hereby agree and covenant with the Owner to complete the construction of the Buildings at the said Property within 36 (Thirty Six) months from the date of receipt of sanction of the Building Plan with a grace period of 12 (twelve) months and also subject to force majeure and reasons beyond control. Time should be essence of contract.

- 13.2. The Developer hereby agrees and covenants with the Owner not to do any act deed or things whereby the Owner is prevented from enjoying selling assigning and/or disposing of the Owner's Allocation in the Buildings at the said Property.
- 13.3. The Developer hereby agrees and covenants with the Owner not to violate or contravene the rules applicable to the construction of the Buildings to be constructed in the said Property.
- 13.4. The Developer hereby agrees and covenants with the Owner not to part with possession of the Owner's Allocation or any portion thereof to any third party but the Developer shall deliver or part with possession of the Developer's Allocation to third parties and shall enter into Agreements for Sale and/or Deeds of Conveyances etc. with third parties for transfer of the Developer's Allocation or any portion thereof.
- 13.5. The Developer shall be entitled to take any loan from the bank or financial institution keeping the said Property as an equitable or other mortgage and/or create any mortgage or charge in respect of the Developer's Allocation and for such purpose and to deposit the original Title Deeds except Original Arpanama and/or the original of this Agreement as security with the Bank and/or financial institution.

- 13.6. The Developer shall obtain completion certificate relating to the said Property from the Kolkata Municipal Corporation and sewerage connection after completing construction within 36 months from the date of receipt of sanctioned Building Plan with a grace period of 12 (Twelve) months and also subject to force majeure and reasons beyond control and handover a photo copy of the same to the Owner.
- 13.7. If the Developer fails to complete the construction of the Building within 36(thirty six) months from the date of receipt of sanction of the Building Plan, with a grace period of 12 (Twelve) months and also subject to force majeure and reasons beyond control, the Developer shall pay a sum of Rs. 50,000/- (Rupees Fifty Thousand) per month to the Owner till such time the delay continues.
- 13.8. The Developer shall bear and pay all taxes, levies, duties, liabilities, etc. relating or arising due to the transaction between the parties in respect of the Developer's Allocation, including sales tax, value added tax, service tax, works contract tax, etc. as also the tax payable on the income arising out of transfer of the same and shall keep the Owner fully indemnified regarding the same.

ARTICLE-XIV: OWNER'S INDEMNITY

14.1. The Owner hereby indemnifies and agrees to keep the Developer saved, harmless and indemnified of from and against all actions suits proceedings claims losses damages costs charges expenses liabilities demands and consequences whatsoever which the Developer may suffer or incur or be made liable for or put to in the event of there being any defect in title of the said Property and/or due to any of the declarations, representations, agreements and assurances made or given by the Owner being incorrect and/or due to any default, breach or violation by the Owner.

14.2 The Owner hereby undertake that the Developer shall be entitled to undertake and complete the construction of the Buildings and shall be entitled to sell the Developer's Allocation as the Developer may deem fit and proper, without any interference or disturbances on the part of the Owner and the Developer shall perform and fulfill the terms and conditions herein contained and/or in its part to be observed and performed.

ARTICLE-XV: DEVELOPER'S INDEMNITY

15.1. The Developer hereby undertakes to keep the Owner indemnified against third party claims and actions arising out of the any accident or omission or

commission of the Developer in relation to the making of construction of the said Buildings and the Developer shall be fully responsible for all liabilities if the construction falls down due to inferiority of the quality of materials used in the construction and other patent defects thereto.

- 15.2. The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, and proceedings and claims that may arise out of the Developer's action with regard to the development of the said Property and/or in the matter of construction of the Buildings and/or for any defect therein.

ARTICLE-XVI: CONFIRMING PARTY'S INDEMNITY

- 16.1 The Confirming Party hereby indemnifies and agrees to keep the Owner and/or the Developer herein saved, harmless and indemnified of, from and against all actions, claims, proceedings or liabilities of whatsoever nature which the Owner of the Developer may suffer or incur or be made liable for or put to on account of any act, deal or thing done and/or caused to be done in terms of and/or on the basis of the said Development Agreement and the General Power of Attorney dated 15th June, 2012.

16.2 The Confirming Party hereby agrees and/or undertakes to not make any claim in respect of the said Property neither on the basis of the said Development Agreement dated 15th June, 2012 nor on the basis of General Power of Attorney dated 15th June, 2012 and/or otherwise and hereby agrees and undertakes to do all such acts, deeds and things as may be necessary for the purpose of giving effect to this Agreement vis-à-vis development of the said Property by the Developer in term hereof and for all intents and purposes, all rights of the Confirming party under the said development agreement dated 15th June, 2012 shall stand assigned and/or transferred to the Developer herein and both the said Development Agreement and the Power Of Attorney dated 15th June, 2012 shall be deemed to have been delivered up and/or cancelled.

ARTICLE-XVII: MISCELLANEOUS

- 17.1 The Owner and the Developer have entered into the Agreement purely as a contract and under no circumstances this shall be treated as a partnership and/or an Association of Persons.
- 17.2 After getting sanction of the Building Plan, the Developer shall start construction of the Buildings in the said Property in accordance with the sanctioned Building Plan.

- 17.3 Neither party shall be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Allocation of the other party and each party shall be liable to make payment of the same in respect of its Allocation and keep the other parties indemnified against all actions suits proceedings losses damages costs charges and expenses in respect thereof.
- 17.4 As and from the date of completion of the Buildings the parties and/or their respective transferees shall be liable to pay and bear the proportionate rates, taxes, maintenance charges and other outgoings payable in respect of their respective spaces in the said Property.
- 17.5 The Buildings to be constructed in the said Property by the Developer shall be made in accordance with the specifications morefully and particularly mentioned and described in the **SCHEDULE "F"** hereunder written.
- 17.6 Any notice or other written communication given under or in connection with this Agreement may be delivered personally with written acknowledgment/proof of service or sent by prepaid registered post with acknowledgement due.
- 17.7 The Developer shall be entitled to collect/receive payment/reimbursement of the all additional charges,

expenses and/or deposits from the intending transferees in the Project in respect of the entirety of the Buildings. These shall include corpus deposit/sinking fund, deposit/expenses for formation of the Maintenance Company, Common Expenses, Maintenance Charges and deposits for the same, Municipal Taxes and deposits for the same, purchase and installation of generator, deposits demanded by the electric supply authority and other agencies as also the charges and expenses for HT/LT electric equipment and cabling, legal fees, charges for additional work and amenities that may be provided, charges, outpocket expenses and fees payable for changes/ regularization/ completion under applicable Rules or provisions, etc.

- 17.8 The documents for transfer including Agreements for Sale of Units and Deeds of Conveyance for all portions of the Buildings shall be prepared by such Advocate and/or Advocate-on-Record as may be mutually decided by the parties hereto. The same shall contain similar rights and obligations regarding the usage and enjoyment of all the constructed spaces of the New Buildings. The fees and cost of preparation, stamping, registration and other charges of the Agreements for Sale and the Deeds of Conveyance shall be borne and paid by the intending purchasers of all the constructed spaces of the Buildings.

17.9 In the event of further construction being permissible in addition to the original sanctioned plan, the Owner and the Developer shall be entitled to the same in the proportion to their respective allocation.

17.10 It is understood that from time to time to facilitate the uninterrupted construction of the Buildings by the Developer and for the sale of the Developer's Allocation, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been made herein. The Owner hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization and to sign and execute all other documents as may be required by the Developer.

17.11 The name of the Project/ Buildings shall be as may be decided by the Developer.

17.12 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement and to fully implement this Agreement.

ARTICLE-XVIII: FORCE MAJEURE

- 18.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations prevented by the existence of the "**Force Majeure**" and shall be suspended from the obligation during the duration of the "**Force Majeure**".
- 18.2 "**Force Majeure**" shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or commissions which are beyond the control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material or skilled labour, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary

permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.

ARTICLE-XIX: JURISDICTION

19. All dispute and differences arising out of this Agreement or in relation to determination of any liability of the parties hereto or to the construction and interpretation of any of the terms herein and the meaning thereof the parties shall have liberty to take recourse of law by instituting Civil and Criminal Proceeding before the Competent Court of Law, having jurisdiction to entertain cases/suits relating to the said property.

THE SCHEDULE "A" ABOVE REFERRED TO

("First Plot / Said Property")

Part-I

ALL THAT (i) piece and parcel of land measuring 44 Cottahs 5 Chittacks and 3 Square Feet, be the same or a little more less, lying and situated in Dag Nos. 407, (ii) piece and parcel of land measuring 9 Cottahs 6 Chittacks, be the same or a little more less, lying and situated in Dag No. 409, both of under C.S. & R.S. Khatian No. 355 and (iii) piece and parcel of land measuring 6 Cottahs 4 Chittacks and 22 Square Feet, be the same or a little more less, lying and situated in

Dag No. 410, under C.S. Khatian No. 355, corresponding to R.S. Khatian No. 345, all together land measuring 2 Bighas 19 Cottahs 15 Chittacks 25 Square Feet, Mouza - Siriti, J.L. No. 11, P.S. - Haridevpur (previously Tollygunge), within the limits of Kolkata Municipal Corporation and being portion of Premises no. 214 Raja Ram Mohan Roy Road, Kolkata -700008 and butted and bounded in the following manner :

ON THE NORTH BY :- Biren Roy Road East and property of Mr. B.Mallick ;

ON THE SOUTH BY :- Property of P.M. Roy, Premises No. 214A, Raja Ram Mohan Road & 16` Feet Wide Road;

ON THE EAST BY :- 12` & 10` Feet wide K.M.C. Road;

ON THE WEST BY :- 10` wide Feet K.M.C. Road and 18` Feet K.M.C. Road;

Part-II

ALL THAT piece and parcel of Bastu land measuring 5 (five) Cottahs, be the same or a little more less , equivalent to 8 (eight) decimals, whereupon one storey

building and asbestos roofing structure standing thereon, lying and situated in C.S Dag No. 407, corresponding to R.S. Dag No. 407/1178, under C.S. Khatian No.355, corresponding to R.S. Khatian No. 799 of Mouza-Siriti, Collectorate Touzi Nos. 35, 177 & 411, R.S. No. 186, J.L. No. 11, Pargana-Magura, at and being Municipal Premises No. 197, Raja Ram Mohan Roy Road, Police Station-Thakurpukur now Haridevpur, Kolkata-700008, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 122, District Sub Registration office at Alipore, Additional District Sub Registration office at Behala, District: South 24-Parganas together with all right of easements, common facilities and amenities annexed thereto, which is butted and bounded:-

ON THE NORTH BY : 10' feet wide private passage for Premises Nos. 214 & 197 Raja Ram Mohan Roy Road & Premises No. 214 Raja Ram Mohan Roy Road;

ON THE SOUTH BY : Premises No.214, Raja Ram Mohan Roy Road;

ON THE EAST BY : Premises No.214, Raja Ram Mohan Roy Road;

ON THE WEST BY : Premises No.214, Raja Ram
Mohan Roy Road;

Part-III

ALL THAT piece and parcel of land measuring 3 (three) Cottahs, be the same or a little more less, lying and situated in Dag No. 407, under C.S. & R.S. Khatian No. 355 of Mouza – Sirti, Collectorate Touzi Nos. 35, 177 & 411, R.S. No. 186, J.L. No. 11, Pargana-Magura, at and being Municipal Premises No. 214C, Raja Ram Mohan Roy Road, Police Station-Thakurpukur now Haridevpur, Kolkata-700008, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 122, District Sub Registration office at Alipore, Additional District Sub Registration office at Behala, District: South 24-Parganas together with all right of easements, common facilities and amenities annexed thereto, which is butted and bounded:-

ON THE NORTH BY : Premises No. 214, Raja Ram
Mohan Roy Road;

ON THE SOUTH BY : Premises No. 205A/1, Raja
Ram Mohan Roy Road;

ON THE EAST BY : Land in Mouza: Salyedpur;

ON THE NORTH BY : 16 Feet wide Passage for
Premises Nos. 214 & 214C ,
Raja Ram Mohan Roy Road
& Premises No. 214 Raja
Ram Mohan Roy Road;

THE SCHEDULE "B" ABOVE REFERRED TO
("Owner's Allocation")

On completion of the proposed building/s in all respect by the Developer at its own cost and expenses, in lieu of the land of the said premises, the Developer shall allocate and handover to the Owner 34% of total saleable area as per in the sanctioned building plan including the allotment of car parking space in the same ratio i.e. 34% of total car parking space as per sanctioned building plan , provided however that:-

(i) the Owner shall out of its aforesaid allocation, transfer and/or handover 3300 sq.ft. built up area comprising of three flats with three car parking spaces to the said Smt. Annupurna Sarkar towards discharge of its obligation under the Deed of Surrender dated 24th May, 2013;

(ii) the Owner shall refund the Security Deposit of Rs. 1,10,00,000/- (Rupees One Crore Ten Lacs only) or

adjust the same against its allocation in such manner as may be mutually agreed upon between the parties.

THE SCHEDULE "C" ABOVE REFERRED TO
(Developer's Allocation)

Save and except the Owners' allocation mentioned in **SCHEDULE-"B"** hereinabove, the Developer will be entitled to get rest of the Saleable Space together with an undivided, indivisible, impartible, proportionate share and/or interest in the land comprised in the proposed buildings of the said Property and in the Common Portions, Facilities and Amenities.

THE SCHEDULE "D" ABOVE REFERRED TO
(Common Areas/Portions)

1. Entrance and exits to the Buildings and said Property.
2. Boundary walls and main gate of the said Property.
3. Common Roof/Terrace of the Buildings.
4. Drainage and sewerage lines and other installations for the same (except only those as

are installed within the exclusive area of any Flat and/or exclusively for its use).

5. Drive ways and Paths and passages.
6. Space underneath the stairs of the ground floor where meters will be installed and electrical wiring and other fittings, (excluding only those as are to be installed within the exclusive area of any flat and / or exclusively for its use).
7. Staircase and staircase landings, lobbies on all the floors, entrance lobby, darwan's room.
8. Water supply system, water pumps, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any specific unit) in the Buildings.
9. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said Property and the Buildings as are necessary for passage and user of the flats/ units in common by the co-owners.
10. Septic Tank, electrical transformer and electrical devices.

11. Common bath cum privy if any in the ground floor of the proposed Buildings.

THE SCHEDULE "E" ABOVE REFERRED TO
(Common Expenses)

On completion of the Buildings, the Owner, the Developer and their respective nominees including the intending Purchasers shall regularly and punctually pay their proportionate share of the common expenses as fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the Building including the outer and external walls of the Buildings;
- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;
- c) All charges and deposits for supplies of common utilities to the co-owners in common;

- d) Municipal Tax, water tax and other levies in respect of the said Property and the Buildings save those separately assessed by the Purchasers;
- e) Costs of formation of the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation of common services;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-owners;

THE SCHEDULE "F" ABOVE REFERRED TO
WORK SCHEDULE/SPECIFICATION
SPECIFICATION

- **RCC Frame Work Structure**

- **Brick Work:** All Exterior & Interior Walls to be constructed with 1st Class Grade of appropriate thickness
- **Doors:** Main Door: Salwood frame with elegantly finished paneled shutters.
- **Inside the flat:** Commercial faced doors hung by barrel bolts, lock on all bedrooms. Latches on the toilet doors and Kitchen door.
- **Windows:** Aluminum (standard section) with glass panes and aluminum shutters and/or any other material, depending on the requirement of the elevation.
- **Floors :** Good quality marble/ Floor tiles.
- **Toilets :** Designer ceramic tiles up to door height on the walls. Porcelain sanitary wares of white colour. European type commode with flush/cistern. Standard hand basin. Concealed piping system for hot and cold water. Chromium-plated fittings (Assco or similar type).
- **Kitchen :** Granite cooking counter. Walls of kitchen covered with ceramic tiles up to 2 feet above the counter. One stainless steel sinks.

- **Interiors** : Plaster of Paris punning on interior walls.

- **Electrical wiring & Fittings** : Concealed electrical wiring for all the rooms with electrolytic copper conductors. Stipulated light and plug point in dining /drawing and bedrooms. Geyser point in toilet. Telephone point in living room. Intercom connections with the reception & security and with all other apartments of the complex.

- **Paints:** The Building shall be painted externally with Good quality exterior paint.

- **Sanitary Plumbing** : All Plumbing lines to be concealed and of standard make

- **Water Supply**

- **Roof :**

- **Lift :**

MEMO OF CONSIDERATION

RECEIVED a sum of Rs.1,10,00,000/- (Rupees One Crore Ten Lacs only) as refundable Security Deposit in terms of Clause 5.2 in the following manner:-

- a) Amount received from the Confirming Party under the Agreement dated 15th June, 2012 now credited to the account of the Developer Rs. 50,00,000.00
- b) Amount paid at the time of execution vide Pay Order Rs. 60,00,000.00
 CQ. No. 983305 dated 17-07-2013 drawn on SBI. Rs. 10,00,000/- favour of &
DD No. - 216519

Total Rs. 1,10,00,000.00

Rs. 50,00,000/- ICICI BANK LTD
 Dt 17-07-2013, Branch -
 WITNESS: Mindoo Park.

- 1. Dipaman Samant
- 2. Aninda Sen Gupta

Ajit Kumar Samanta
 as Shebait of Sri Sri
 Madan Mohan Jew Thakur

(OWNER)

BNBK DEVELOPER LLP

BNBK DEVELOPER LLP

Balwinder
 Partner

Kalyan Sankar
 Partner

(DEVELOPER)

UTSHA MINES & MINERAL PVT LTD

Bhorer Kejriwal
 Director

(CONFIRMING PARTY)

BNBK DEVELOPER LLP

Munish Kumar Prasad
 Partner

BNBK DEVELOPER LLP

Mahesh
 Partner

BNBK DEVELOPER LLP BNBK DEVELOPER LLP

Brijendra Bhatnagar
 Partner Bhorer Kejriwal
 Partner

(MANAK CHAND BHASAR) 0

IN WITNESS WHEREOF the **PARTIES** have put their respective signature on this the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by **SRI AJIT KUMAR SAMANTA (SHEBAIT)** of **SRI SRI KADAN MOHAN JEW THAKUR** at Kolkata in the presence of :

Ajit Kumar Samanta

Ajit Kumar Samanta
as Shebait of Sri Sri
Madan Mohan Jew Thakur

(OWNER)

1. *Dipannar Samant*
82/2 Raji Bazar Kalyan Bazar Kolkata-8
2. *Brinda Sen Gupta, Advocate*
High Court at Calcutta

SIGNED, SEALED AND DELIVERED by **M/s BNBK DEVELOPER LLP.** of its Partner _____ in terms of Boards Resolution dated ____ day of _____, at Kolkata in the presence of:

BNBK DEVELOPER LLP

Balaram
Partner

BNBK DEVELOPER LLP

Kalyan Samanta
Partner

(DEVELOPER)

1. *Dipannar Samant*
2. *Brinda Sen Gupta*

SIGNED, SEALED AND DELIVERED by **UTSHA MINES & MINERALS PVT. LTD.** of its Director _____ in terms of Boards Resolution dated ____ day of _____, at Kolkata in the presence of:

UTSHA MINES & MINERAL PVT LTD

Phani Kejriwal
Director

Director

(CONFIRMING PARTY)

1. *Dipannar Samant*
2. *Brinda Sen Gupta*

Drafted by
Ms.Brinda Sen Gupta
Advocate
Daughter of Sri Udayan Sen Gugupta
Enrolment No.F/1463/1730/2012
C/o. Messrs Dube & Co.
Advocates
10, Old Post Office Street
Kolkata - 700 001
Mob No.9836496339

BNBK DEVELOPER LLP

Phani Kejriwal
Partner

BNBK DEVELOPER LLP

Manik Chand Balasaria
Partner

BNBK DEVELOPER LLP
Nisim Kumar Dasgupta
Partner









































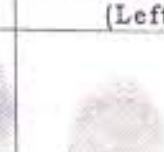


BNBK DEVELOPER LLP

Bijoy Bhowmik
Partner














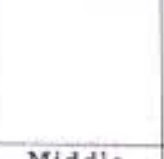

BNBK DEVELOPER LLP

Partner

FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants/ presentants					
<i>Pril Kumar Samanta</i>						
		Little Ring Middle Fore (Left Hand)				
						
		Thumb Fore Middle Ring Little (Right Hand)				
<i>Pradyum Samson</i>						
		Little Ring Middle Fore (Left Hand)				
						
		Thumb Fore Middle Ring Little (Right Hand)				
<i>Pravir Kojal</i>						
		Little Ring Middle Fore (Left Hand)				
						
		Thumb Fore Middle Ring Little (Right Hand)				
<i>Balaram</i>						
		Little Ring Middle Fore (Left Hand)				
						
		Thumb Fore Middle Ring Little (Right Hand)				

FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants/ presentants					
<p>Madhukar</p>						
		<p>Little</p>	<p>Ring</p>	<p>Middle</p>	<p>Fore</p>	<p>Thumb</p>
		<p>(Left Hand)</p>				
						
<p>Thumb</p>	<p>Fore</p>	<p>Middle</p>	<p>Ring</p>	<p>Little</p>		
<p>(Right Hand)</p>						
<p>By (Bijay Basak)</p>						
		<p>Little</p>	<p>Ring</p>	<p>Middle</p>	<p>Fore</p>	<p>Thumb</p>
		<p>(Left Hand)</p>				
						
<p>Thumb</p>	<p>Fore</p>	<p>Middle</p>	<p>Ring</p>	<p>Little</p>		
<p>(Right Hand)</p>						
<p>Nirmal Kumar Bhand</p>						
		<p>Little</p>	<p>Ring</p>	<p>Middle</p>	<p>Fore</p>	<p>Thumb</p>
		<p>(Left Hand)</p>				
						
<p>Thumb</p>	<p>Fore</p>	<p>Middle</p>	<p>Ring</p>	<p>Little</p>		
<p>(Right Hand)</p>						
						
		<p>Little</p>	<p>Ring</p>	<p>Middle</p>	<p>Fore</p>	<p>Thumb</p>
		<p>(Left Hand)</p>				
						
<p>Thumb</p>	<p>Fore</p>	<p>Middle</p>	<p>Ring</p>	<p>Little</p>		
<p>(Right Hand)</p>						









Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue




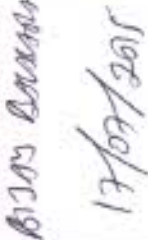
OFFICE OF THE A.R.A. - I KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19011000131145/2015

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Shri AJIT KUMAR SAMANTA 82/2, RAJA RAM MOHAN ROY ROAD, P.O:- BARISHA, P.S:- Thakurpukur, Kolkata, District:-South 24-Parganas, West Bengal, India. PIN - 700008	Representative of Land Lord [SRI SRI MADAN MOHAN JEW THAKUR]		5805 	<i>Ajit Kumar Samanta</i> 17/07/15
2	Shri KALYAN SARKAR 17, DSESHAPRIYA PARK ROAD, P.O:- KALIGHAT, P.S:- Tollygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700026	Representative of Developer [M/S BNBK DEVELOPER LLP]		5803 	<i>Kalyan Sarkar</i> 17.07.2015
3	Shri BHARAT KEJRIWAL 13. DR. SARAT BANERJEE ROAD, P.O:- SARAT BOSE ROAD, P.S:- Tollygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700029	Representative of Developer [M/S BNBK DEVELOPER LLP]		5805 	<i>Bharat Kejriwal</i> 17/07/2015



I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Shri SUBHASH CHANDRA BALASARIA 23. RAJA SANTOSH ROAD, P.O:- ALIPORE, P.S:- Alipore, Kolkata, District-South 24-Parganas, West Bengal, India, PIN - 700027	Representative of Developer [M/S BNBK DEVELOPER LLP]		5804 	 17/07/2015
5	Mr BIJAY BALASARIA 23, RAJA SANTOSH ROAD, P.O:- ALIPORE, P.S:- Alipore, Kolkata, District-South 24-Parganas, West Bengal, India, PIN - 700027	Representative of Developer [M/S BNBK DEVELOPER LLP]		5808 	 17/07/2015
6	Shri NIERAJ KUMAR PRASAD CENTRAL GOVT. QUARTAR, TYPE III, GRAHAMS ROAD, Flat No: 75, P.O.- REGENT PARK, P.S:- Jadavpur, Kolkata, District-South 24-Parganas, West Bengal, India, PIN - 700040	Representative of Developer [M/S BNBK DEVELOPER LLP]		 5806	 17/07/2015

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
7	Shri KALYAN SARKAR 17, DESHOPRIYA PARK ROAD, P.O.- KALIGHAT, P.S.- Tollygunge, Kolkata, District-South 24- Parganas, West Bengal, India, PIN - 700026	Represent ative of Land Lord [UTSHA MINES AND MINERAL PVT LTD(CONFIRM ING PARTY)]			Kalyan Sarkar 17.07.2015
8	Shri BHARAT KEJRIWAL 13, DR. SARAT BANERJEE ROAD, P.O.- SARAT BOSE ROAD, P.S.- Tollygunge, Kolkata, District-South 24- Parganas, West Bengal, India, PIN - 700029	Represent ative of Land Lord [UTSHA MINES AND MINERAL PVT LTD(CONFIRM ING PARTY)]			Bharat Kejriwal 17/7/15
9	Shri NIERAJ KUMAR PRASAD CENTRAL GOVT. QUARTER, TYPE III, GRAHAMS ROAD, P.O.- REGENT PARK, P.S.- Jadavpur, Kolkata, District-South 24-Parganas, West Bengal, India, PIN - 700040	Represent ative of Land Lord [UTSHA MINES AND MINERAL PVT LTD(CONFIRM ING PARTY)]			Nieraj Kumar Prasad 17/7/15

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
10	Shri MANAK CHAND BALASARIA 23, RAJA SANTOSH ROAD, P.O.- ALIPORE, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027	Represent ative of Developer [SHREE BALASAR IA CONSTR UCTION PVT LTD]		 3809	<i>Manak Chand</i> 17/7/2015 <i>(MANAK CHAND BALASARIA)</i>
Sl No.	Name and Address of identifier	Identifier of		Signature with date	
1	Ms BRINDA SEN GUPTA Daughter of Shri UDAYAN SEN GUPTA 10, OLD POST OFFICE , F/1463/1730/2012, P.O:- G P O, P.S:- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001	Shri AJIT KUMAR SAMANTA, Shri KALYAN SARKAR, Shri BHARAT KEJRIWAL, Shri SUBHASH CHANDRA BALASARIA, Mr BIJAY BALASARIA, Shri NIERAJ KUMAR PRASAD, Shri KALYAN SARKAR, Shri BHARAT KEJRIWAL, Shri NIERAJ KUMAR PRASAD, Shri MANAK CHAND BALASARIA		<i>Brinda Sen Gupta</i> 14/07/15	

(Dinabandhu Roy)

ADDITIONAL REGISTRAR
OF ASSURANCE

OFFICE OF THE A.R.A. - I
KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2015, Page from 59280 to 59368

being No 190105904 for the year 2015.



Sujan Kumar Maity

Digitally signed by SUJAN KUMAR
MAITY
Date: 2015.08.27 13:00:50 +05:30
Reason: Digital Signing of Deed.

(Sujan Kumar Maity) 27/08/2015 13:00:49
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

(This document is digitally signed.)