

3/8

10RS.



AGREEMENT

THIS AGREEMENT made this 31st day of December in the year of Christian Era Nineteen hundred and ninety nine BETWEEN MUSSAMAT MOMEENA alias Momina Bibi daughter of Late Walijan Khan by caste Muslim, by profession Housewife, residing at Kamalgaji, P.S. Sonarpur, Dist. 24 Parganas (South) hereinafter referred to as the OWNER (which expression unless otherwise excluded by or repugnant to the context shall mean and include her heirs, executors, administrators, representatives and assigns) of the ONE PART.

AND

"M/S SABYASACHI DEVELOPMENT PRIVATE LIMITED" a Private Limited Company registered under Companies Act, 1956 with the Registrar of Companies, West Bengal, having its registered Office at premises No.B/10/B, BAPUJINAGAR, CALCUTTA - 700092, also known as C.M.C. Holding No.62E/10A, Raja S.C. Mullick Road, Calcutta - 700092, under P.S. Jadavpur represented by its Managing Director SRI SABYASACHI SUTRADHAR, Son of Late Surendra Nath Sutradhar residing at "Sutradhar House", A/40, New Raipur, P.O. Garia, Calcutta - 700 084, P.S. Jadavpur, hereinafter referred to as PROMOTER/SECOND PARTY (which expression shall unless otherwise excluded by or repugnant to the context shall mean and be deemed to include its heirs, executors, successors, administrators, representatives, and assigns) of the

OTHER PART.

Contd....p/2

M' 1151 coll. Nov 15 1951

SABYASACHI DEVELOPMENT PRIVATE LIMITED  
Sutradhar  
Managing Director

Momina Bibi



31 DEC 1999



Mami Nabi

MAHASAHI CEMENT PRIVATE LIMITED

Managing Director

WHEREAS the Owner purchased a Plot of land measuring .5 (five) decimal, be the same a little more or less including the structures standing thereon in Dag No. 1511 under old Khatian No. 34, new Khatian No. 1505 of Mouza Kumrakhali, J.L. No. 48, Touzi No. 255, Pargana - Medanmallah, R.S. No. 131, P.S. Sonarpur, Dist. - 24 Parganas (S) on 27.4.1981, for valuable consideration, duly demarcated, from (1) Sri Sashibhusan Bhattacharyya and his wife (2) Mrs. Surama Devi, both the residents of 21, Baishnabghata Lane, Kolkata - 700 047 by means of a deed of sale Registered at the office of the Registrar, Alipore, vide Book - I, Vol. 167, Pages 161 to 166, Being No. 4424 for the year 1981.

AND WHEREAS the Owner purchased another plot of land measuring .23 (twenty three) decimal, be it a little or more or less, comprising Dag No. 1509, Khatian No. 61, Mouza - Kumrakhali, J.L. No. 48, R.S. No. 101, Touzi No. 255, P.S. Sonarpur, ADSR Sonarpur, Dist. South 24 Parganas for valuable consideration, from one Smt. Mimita Sharma, D/o Debender Sharma, the then resident of 45/H/10, Nazir Lane, Kolkata - 700023 by means of a Deed of Sale registered at the Office of the Registrar Alipore on 21.5.85 vide Book No. I, Vol. No. 115, Pages 44 to 50, Being No. 6814 for the year 1985.

AND WHEREAS the Owner represented that both the Plots are adjacent to each other, and the Owner has been in her possession of both the Plots totalling .28 decimal along with the building thereon and has mutated her name in the records of the erstwhile Narendrapur Gram Panchayat and later Rajpur-Sonarpur Municipality under Ward No. 25, Building No. 171 and has been paying rent, rates and taxes for the said premises consisting of (.5 decimal + .23 decimal) = .28 decimal free

Contd...p/3



31 DEC 1999



Momina Bi

SANYASACHI DEVELOPMENT PRIVATE LIM

Managing Dire

from all encumbrances, attachments, whatsoever. That the said Plots together are herein referred to as the "said property" and described in the FIRST Schedule hereunder.

AND WHEREAS the said Owner desires to make a new Commercial / residential apartment Owners building in her said property through joint venture by appointing a suitable promoter.

AND WHEREAS the Owner after thorough deliberations upon the said idea in every possible angle thought it prudent to engage a professional organisation to handle the development project and approached the said Promoter being the Other Part herein to undertake the same for their mutual benefit, on a broad-based ratio of 30:70 (excluding Garage and Garage Spaces) between the Owner and the Promoter, respectively. Whereas the Promoter will explore the project for partially commercial use to make the Project commercially success and viable as the Promoter deemed fit.

AND WHEREAS subject to Land, Owner's making a good and marketable title of the Land, the Promoter agreed and expressed their willingness to adhere to the building plan duly sanctioned by the competent authority and to adhere to the time Schedule as set out hereunder for construction of the proposed building completed in all respects.

AND WHEREAS for purpose of clarity and better understanding the meaning assigned towards/ terms as have been used in this indenture shall mean as follows :-



LAND :- Shall mean the land measuring .28 decimal more or less mentioned and fully described in the First Schedule herein below.

Contd...p/4

DEC 1999



Mami Na Bib

SABYASACHI DEVELOPMENT PRIVATE LIMITED  
*Sutradhar*  
Managing Director

2. LAND OWNER :- Shall mean the First Party herein being the owner of the property totalling Owner of .28 decimal by measurement and fully described in the First Schedule hereunder.
3. PROMOTER :- Shall mean M/S. SABYASACHI DEVELOPMENT PRIVATE LIMITED, B/10/B, Bapujinagar, Kolkata - 700092 represented by its Managing Director SRI SABYASACHI SUTRADHAR, Son of Late Surendra Nath Sutradhar of A/40, New Raipur, P.O. Garia, P.S. Jadavpur, Kolkata - 700084.
4. THE BUILDING :- Shall mean the Commercial cum Residential building to be constructed on the said property in accordance with sanctioned plan at the property fully described in the First Schedule herein below.
5. BUILDING PLAN :- Shall mean the plan to be sanctioned by the Rajpur Sonarpur Municipality with such modifications or variations thereon as may be made or directed by the said Municipality and agreed upon by the Owner (that is the First Party).
6. COMMON FACILITIES :- Shall include corridor, stair ways, passage ways, ventilation shafts, drive ways, septic tank, pump room, overhead water tank, roof and other spaces, facilities whatsoever required for the establishment location enjoyment, provision maintenance and/or management of the building and/or all other parts of the property or normally in common use (excluding covered garage/ car parking space for motor vehicle).  
However, while computing and/or calculating the built up floor area of flats proportionate built up floor areas, areas of stairways, landings, corridors and other common built-up areas under the roof to be included (but excluding the covered garage space).



1 DEC 1999

Contd...p/5



Mony MaBii

SAITASACHI DEVELOPMENT PRIVATE LIMITED  
Saitasachi  
Managing Director

7. (a) BUILT UP AREA OF FLAT :- Shall mean built up floor areas of each dwelling Unit plus proportionate share of built up areas of stairs, corridors, landings from Ground floor right upto the roof and other common built up areas like Darwan's Goomtee, Toilet, Meter Rooms, Pump room etc. under the roof. In computing the built up area of the flat, all wall thickness to be considered i.e. measurement from outside of the wall of one side to the outside of the other wall of the other side to be considered and measurements from the central line of the partition walls between the flats or between one flat and staircase, as the case may be, to be considered. However it be clearly understood that in computing the percentage of Built up area of owner's/ promoter's allocation as per above ratio only built up area of flats and shops all together to be considered as 100%. Garage will not be taken into account in any percentage. Entire garage spaces will be under the promoters' allocation in addition to their 70% floor area.

(b) SUPER BUILT UP AREA OF THE FLAT :- Shall mean the built up areas of the flat as stated above plus 15% (fifteen percent) of equivalent floor areas to be reckoned towards/ against common services and facilities such as roof right parapet wall, Darwan's goomty room, spetic tank, semi-underground water tank, boundary walls, motor pump, sanitary plumbing rain water and sewerage lines, manhole chambers, main gate, open space around the building, ventilation shafts driveways, main electric supply connection to the building from WBSEB/CESC, Municipality

Contd..p/6



31 DEC 1999



Mamun Nabi

ELITASACHI DEVELOPMENT PRIVATE LIMITED  
*[Signature]*  
Managing Director

Water Supply connection to the premises, walkway, common electrification outside the building etc., whichever is available in the building/ premises.

8. LAND OWNER'S ALLOCATION :-

(a) Shall mean the flats to be constructed in the proposed new building as fully mentioned in Second Schedule hereinbelow, being 30% (Thirty percent) of the built up floor area (excluding garage spaces) but which covers one shop of 200 Sq.ft. built up area and one flat at first floor and rest of land owner's entire allocation in residential flats in different floors. But all other commercial area/ shops and flats will be under Promoters allocation

(b) ADJUSTABLE ADVANCE :- The Owner shall be paid by the Promoter a sum of Rs. 4,00,000/- (Rupees four lakhs) only which to be adjusted with 615 S.ft of built up floor area of flats/share of owner's allocation of 30% floor area mentioned in the Second Schedule hereinbelow, in the manner mentioned in Clause 2 under terms and conditions hereinafter described.

9. PROMOTERS' ALLOCATION :- Shall mean the floor area of flats and commercial area/ shops and other spaces of the building to the extent of 70% (Seventy percent) of the floor area in the manner described in Clause 7(a) above including common facilities and common services but excluding the land owner's allocation of 30% (Thirty percent) area as stated above and described in Second Schedule hereinbelow, plus all open/covered garage spaces of the premises.



Contd...p/7

31 DEC 1999



Mony New Bit

SASTA SAH  
SASTA SAH PRIVATE LIMITED  
Director

10. PROPERTY :- Shall mean the premises described in the First Schedule hereunder and containing by measurement of an approximate area of .28 (twenty eight) decimal which is an absolute property of the First. Party.
11. TRANSFER :- With the grammatical variation shall include a voluntary transfer of possession and by any other means adopted for effecting what is understood as voluntary transfer of space in building to the Purchaser thereof subject to compliance of law later on to regularise the same.
12. TRANSFeree/PURCHASER :- Shall mean a person(s) to whom any floor area together with proportionate share of land with common facilities in the premises has been transferred for valuable consideration duly registered in the manner mentioned herein.
13. DWELLING UNIT OR SPACE FOR OCCUPATION :- Shall mean floor space in the building available for exclusive independent use and occupation consisting of bed rooms, toilet /W.C. Kitchen etc. but excluding common staircase.
14. SPECIFICATION :- Shall mean specification mentioned in the Third Schedule of basic specifications annexed hereto.
15. COMMON EXPENSES:- Shall mean and include expenses for repair, maintenance up-keep, save, protect of common areas, common facility, common amenity, and the like.



31 DEC 1999

Contd...p/8



Mamji New Bi Bi

SAITASACHI DEVELOPMENT PRIVATE LIMITED

*Saitasachi*  
Managing Director

ARTICLE : PAYMENT :-

This Agreement on the part of the Land Owner to allow the promoter to develop the said property being interalia on consideration, the Land Owner shall not be liable to make any payment on account of the LAND OWNER's allocation and/or the Land Owner shall be entitled to retain the Land Owner's allocation when the building is completed. The Land Owner will be liable to furnish all relevant documents in support of the clear title of the land. However, the Promoter's may also take actions in order to obtain such documents from relevant authorities on behalf of the Land Owner.

ARTICLE : COMMON RESPONSIBILITY :-

Upon completion of the construction of the said building and allocation of the respective portions thereof to the Land Owner and the Promoter their nominees respectively and mutation of the name of the Land Owner and the Promoter or their nominee (s) in respect of their portions in the register of the Rajpur-Sonarpur Municipality the Land Owner and the Promoter shall be liable and/or responsible for payment of their respective shares in all such ground rent, the Municipal rates and taxes and all other taxes and outgoings in respect of the said building.



ARTICLE : HOLDING ORGANISATION :-

Upon completion of the construction of the said building and on formation of the Holding Organisation or Association the Management and maintenance of the said building shall vest the Holding Organisation or association. Until such Holding

Contd...p/9

31 DEC 1989





Mamij Na. B. B.

PANTASACHI DEVELOPMENT PRIVATE LIMITED.

*[Signature]*  
Managing Director

Organisation or Association is formed the building shall be managed and maintained by the Land Owner and the Promoter jointly as per Super-built-up allocated area occupied by the Land Owner and the Promoter and cost of maintenance and other expenses relating hereto shall be payable by the Land Owner and the Promoter according to the ratio of occupation.

COMMON RESTRICTION :-

The Land Owner's allocation in the building shall be subject to the same restrictions as to the use thereof as are applicable to the Promoter's allocation in the building intended for the common benefit of all occupier of the building which shall include the following :-

- (a) Land Owner/ Promoter shall not use or permit to use in Land Owner's / Promoter's allocation in the building or any portion thereof for carrying any obnoxious, illegal or immoral trades or activity, nor use or be permitted to use thereof for any purpose which may cause nuisance or be hazardous to the occupiers of the building.



Land Owner/ Promoter or any member in possession of any part (flat) of the building shall not demolish or be permitted to demolish any wall or other structure in the Land Owner's/ Promoter's allocation or any portion thereof.

- (c) The common restriction and/or obligations hereinabove mentioned shall be binding on the Land Owner and the Promoter as the case may be so long as the Land Owner and the Promoter

31 DEC 1999

Contd..p/10



Mamji Nabib.

SAITASACHI DEVELOPMENT PRIVATE LIMITED  
*Pandey*  
Managing Director

do not transfer their respective areas. In the event of transfer of all or any such areas, the transferee in respect thereof shall be bound by the said common restrictions and/or obligations. If and when the entire portion of the Owner and/or Promoter as the case may be is transferred then the Owner and/or Promoter shall cease to be liable and responsible for the said common restrictions and/or obligations to the extent of their respective areas.

#### TERMS AND CONDITIONS

1. (a) The Promoter shall construct the entire building or the said premises according to the sanctioned plan only at their costs and may make necessary additions and alteration if necessary for which the Promoter shall take necessary steps to obtain sanctions thereof from the Rajpur-Sonarpur Municipality at their costs, according to the specifications as shown in the Plan with first class materials fitted with wooden door frames with flush door shutters, steel windows with intricated grill with glass panes, mosaic floor with grey cement, china clay basins and European Commode P.V.C., Cisterns, tap water arrangements with standard fittings, standard masonry work, smooth plaster of paris finish inside rooms, white wash in Toilets/ Kitchen/ Varandahs, painting primer on wood and steel structural providings and fixing electric points, wiring and electric connections from the Main supply point, i.e. personal meters to required points.



31 DEC 1999

Contd...p/11



Mami Nabii

SBYASA CHH FIVE OPMENT PRIVATE LIMITED  
*Pradyumn Das*  
Managing Director

(b) One of the existing/old electric meters in the name of the Land Owner to be shifted to the location of the proposed new building whose arrangements and co-ordination to be done by the Land Owner for its sanction and installation by WBSEB/CESC whose cost to be borne by the Promoter, and Personal Meter i.e. individual meters of flats of Land Owner/ Purchasers/ Occupiers to be arranged by the flat owners/ Purchasers of respective flats at their own costs and arrangement land owner i.e. first party will give necessary signature/consent on the application to WBSEB/CESC to be made by the respective applicant only on the advice of the Promoter.

2. (a) The Owner shall get 30% (Thirty percent) of the floor area including the common space in the building. The floor area shall be divided into several flats as would be mutually agreed upon and shown on the Copy of Sanctioned Plan which include one flat at first floor and rest in flats in other floors and a shop of 200 S.ft at ground floor as per Second Schedule hereinbelow. (No other shop/commercial spaces to be given to owner's except aforesaid 150 S.ft of Shop at ground floor).



(b) As already indicated in the Clause 8(b) above, the Owner shall get an adjustable advance of Rs. 4,00,000/- (Rupees Four Lakhs) only to be adjusted against a built up floor area of 615 S.ft at a fixed price of Rs. 650/- per S.ft of built-up area out of the Owner's allocation of 30%(Thirty percent)

31 DEC 1999

Contd...p/12



MOMI Nabib.

SAHYASACHI DEVELOPMENT PRIVATE LIMITED  
Managing Director

floor area. This adjustable advance of Rs. 4,00,000/- (Rupees four lakhs) only shall be paid by the Promoters to the Owner in the following manner.

i.e. Rs. 1,00,000/- (Rupees one lakh) partly already paid before and partly at the time of executing this agreement, and the remaining.

(c) i.e. Rs. 3,00,000 (Rupees three lakhs) only at the time of handing over the possession of the property to the Promoter, upon receipt of the Plan duly sanctioned by the competent authority so that the Promoter can start construction work forthwith.

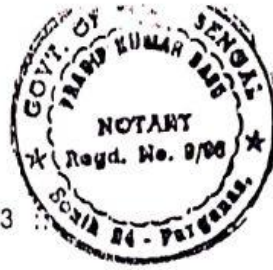
(d) The Owner shall answer to all reasonable requisitions of the Promoter's Advocate to ascertain the bonafide of the title of the property of the Owner. She will also assist and co-operate in the investigations and searches with the Promoters to establish her good and marketable title in the property without any encumbrances failing which this agreement shall be treated as rescinded, void and cancelled. In that eventuality the Owner shall be liable to refund the sum of Rs. 1,00,000/- or any other sum or sums paid to her by the Promoter on other account, within 7 days, together with interest of 12% p.a. as also a sum of Rs. 10,000/- as a lumpsum amount towards the cost of investigation and Advocate's fee, to the Promoter.



After completion of construction in all respects the Promoter shall at the first instance deliver possession of the Flats as contained in the Second Schedule herein below and the Promoter shall

31 DEC 1999

Contd...p/13



Mami Na Bi

:: 13 ::

RAJYASA HI-FUTURORIENT PRIVATE LIMITED

*Prady Kumar Das*  
Managing Director

retain the remaining nos. of flats/ shops plus Garage/Garage spaces including proportionate share of the land underneath thereof, along with common facilities.

4. That the Promoter would at their cost construct the proposed partially straight four-storeyed and partially Ground + Four storeyed building with or without Basement or as suitable over the said land on the said property in accordance with the sanctioned Plan and specification as approved by the Rajpur-Sonarpur Municipality. The Promoter shall not be liable and/or responsible in any way for additions and/or alterations of the Land Owner's allocated flats after giving possession of the same to the Land Owner, similarly the Land Owner shall not be liable and/or responsible for any additions and/or alteration, if any made by the Promoter in their allocated constructed areas. It is specifically agreed that the roof of the newly constructed building shall be the common area of the building for all the occupiers.

5. After such delivery of possession of the portion as aforesaid to the Owner, the Promoter shall have every right either to keep the possession or hand over the possession of their share of flats by way of transfer or otherwise with Car Parking space to any suitable person(s) they think fit and the Owner will sign in the transfer deed and/or conveyance deed as Owner and the Promoter shall sign the Deed as confirming party and the Owner will not raise any question regarding the price nor shall she claim any consideration money other than the Land Owner's allocation floor area as stated herein in the Second Schedule as the said consideration against her land. The promoter is entitled to enter



31 DEC 1999

Contd..p/14



MONI HASBI B.

PATASACHI DEVELOPMENT PRIVATE LIMITED

*Pradip Kumar Das*  
Managing Director

into agreement for sale of flat etc., out of their portion with the intending Purchaser(s) and to that the Land Owner shall have no objection, but in no case the owner will be liable or responsible for any advances or earnest money received by the Promoter as above nor her allocated portion of the property or flats be charged for any of the repayment of the said amount if the Promoter fails to deliver flats or apartments. It is specifically agreed that the intending Purchaser or Purchasers shall enter into the said Agreement to purchase the flat at his or their risk, with the Promoter provided however that in all such agreement it has to be recited that the proposed sale or transfer of Possession shall take place only after the Owner gets possession of her flats as aforesaid and that is a precondition. Be it noted that for such sale, transfer or other nature of disposition the Promoter shall arrange for their I.T. Clearance Certificate if necessary at their cost and in that behalf the Owner shall have no responsibility or liability whatsoever. However, the Land Owner shall have to arrange her I.T. Clearance Certificate at her responsibility and cost, if requires.

- The Land Owner shall give a general Power of Attorney in favour of the Promoter for the purpose of obtaining sanction of the building plan and construction of building on the said property mentioning therein their interest of getting built up area and such Power of Attorney shall relate only to the extent of the said property and that too for the purpose of raising construction promoting the instant project and to deal with the other matters lawfully pertaining to the said Project or Building. For fault or lapses on the part of the Promoter in Land Owner shall not be liable or responsible in any way whatsoever.



31 DEC 1999

Contd..p/15

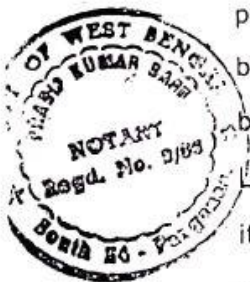


:: 15 ::

MOMI NAJIBI

SAITASA THI DEVELOPMENT PRIVATE LIMITED  
*Saitasa Thi*  
Managing Director

7. The Promoter shall apply to the Rajpur-Sonarpur Municipality for sanction of the Plan in the name of the Land Owner for the proposed building on the land and for such purpose the Land Owner shall sign all papers which are/shall be necessary for obtaining sanction of the Plan. The Promoter may change or modify the sanctioned plan according to the necessity at their cost; and at their own costs and expenses construct the said building consisting of dwelling apartments and such super structure as per Rajpur-Sonarpur Municipality's Rules. The construction shall be completed within twenty four months from the date of receiving the peaceful possession of vacant land the existing old buildings in the manner appearing at the next paragraph No. 8 below.
  
8. The Land Owner shall hand over her property with existing old buildings to the Promoter within 7 days from the date of receiving the sanctioned plan for commencing construction of the proposed new residential building as per sanctioned plan. The Owner shall however continue to use and live in her existing old building situated in the property without causing any obstruction/interference in the work of construction by the Promoter in the other part of property, and the owner shall shift from the said old building to a portion of the newly constructed building provisionally and hand over vacant possession of the existing old building to the Promoter for demolishing of the structure and building new construction as per the sanctioned plan therein. The Land Owner will have no claim against the old existing building or its demolished/ salvaged materials, excepting only the flats mentioned in the Second Schedule hereunder in the proposed newly constructed building, along with the common facilities.



31 DEC 1998

Contd...p/16



Momy Ma Bi

:: 16 ::

MAHARASHI DEVELOPMENT PRIVATE LIMITED

*Deutrober*  
Managing Director

9. The Promoter may sale and/or transfer their allotted constructed Nos. of flats, shops/commercial spaces plus Garage spaces and other floor areas to the person and/or persons and/or intending Purchaser (s) of their choice. The Land Owner shall give irrevocable Power of Attorney to the Promoter for executing necessary Sale Deed in favour of the Purchasers of the flats, shops, commercial spaces and garage spaces under the Promoter's allocation. It is specifically stated that the said allotted newly constructed shops/ commercial spaces, flats plus Garage Space shall be given to the Promoter in lieu of the consideration mentioned hereinabove.
10. That from the date of delivery of vacant possession of the said premises the Promoter shall pay the proportionate share of Municipal taxes as soon as the Owner's allocation is delivered the Promoter shall pay towards buildings along with the other co-owners and /or co-allotees of the other apartments of the said building to the Owners of the Association if formed by the Purchasers of the said apartment and the Land Owner in that case pay proportionate share of her allocation.
11. For all legal and practical purpose it shall be the essence of this contract that the Promoter shall not be able to have any Deed executed and registered in favour of any person either on behalf of the Owner or in terms of Power of Attorney till and until the Promoter makes over peaceful possession of newly constructed flats meant for Owner's allocation and other amenities attached thereto or thereon according to specification to the Land Owner and that will be the 1st charge over the construction but the Promoter for the purpose of progressing with the work shall be entitled to enter into agreement as mentioned hereinbefore.



31 DEC 1999

Contd...p/17



:: 17



Momyabil

KUTASA CHI DEVELOPMENT PRIVATE LIMITED

Managing Director

12. The Promoter will try to complete the work expeditiously within the stipulated time frame depending upon the availability of labour/materials for construction, also provided the work does not suffer and causes delay due to Civil Riot, Natural Calamity, Flood, Earthquake, famine, draught, epidemic, political disturbances and for such other unforeseen reasons/circumstances beyond the control of the Promoter.
13. The Land Owner and Promoter have entered into this Agreement purely on a principal to principal basis and each party shall keep the other party indemnified from and against the loss, if any, caused due to breach of any term(s) of the Agreement.
14. Land Owner/Promoter as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance to the relative obligations is prevented by the party effected by the force majeure and shall be suspended for the duration of the force majeure.
15. It is understood that the Owner shall from time to time to enable the construction of the building by the Promoter various acts deeds, matters and things and undertaking forthwith upon being required by the Promoter in this behalf, sign and execute all such additional and other documents as may be required for the purpose, and, if so necessary, execute any such additional power of Attorney and/or other authorisation as may be required by the Promoter for the purpose, provided no right of the Owner is affected by such signature or documentation.



31 DEC 1999

Contd...p/18



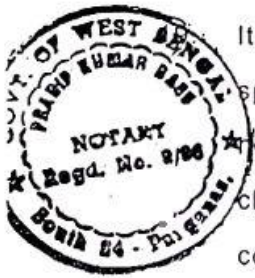
:: 18

*MOMI Na B1*

REPUBLICAN DEVELOPMENT PRIVATE LIMITED

*Dandachet*  
Managing Director

16. Any notice required to be given by Promoter shall without prejudice to any other mode of service available, be deemed to have been served to the Land Owner if delivered by hand or sent by registered post to the Land Owner and shall likewise be deemed to have been served on Promoter by the Owner if delivered by hand or sent by registered post to the registered office of the Promoters.
17. Nothing in these presents shall be constructed as a nominee or assignment or conveyance in law of the said premises or any part thereof to the Promoter to create any right title or interest in respect thereof to the Promoter other than an exclusive licence to the Promoter to commercially exploit the same as per mutually agreed plan or construction in terms hereof.
18. It is hereby agreed and declared that the Promoter shall be entitled to receive the Promoter's allocation in the said building without any formal Deed of Transfer immediately after possession is made over to the Land Owner the Owner's allocation in the said building constructed according to specification. The construction of the Land Owner's allocation will be done by the Promoter and the Promoter will be only acting as the Promoter on behalf of the Land Owner and the Land Owner's allocation shall automatically vest in the Land Owner without any formal Deed or documents, immediately upon construction of the said building.



It is also automatically agreed that if any part of the built up space is transferred to the Promoter or other nominees or nominee in terms of the provisions contained in the proceeding clauses the Promoter or their nominee or nominees shall have a corresponding and proportionate right in the property covered by such structure.

31 DEC 1999

Contd...p/19



:: 19

M M M Narai B

ARTASACHI EMPLOYMENT PRIVATE LIMITED  
Managing Director

20. On and from the date of completion of the Building, the Promoter and/or their transferees and the Land Owner and/or her transferee(s) shall each be liable to pay and bear proportionate charges on account of maintenance, Municipal taxes and all other taxes and outgoings payable in respect of their respective spaces.
21. If any dispute or difference between the parties hereto arise regarding any clauses referred to above of this agreement on their rights and liabilities hereunder shall be adjudicated by reference to the Arbitrators to be appointed as per the Scheme framed by the Hon'ble High Court, Calcutta in this behalf and the award of the Arbitrators or UMPIRE shall be final and conclusive on the subject as between the parties and this Clause of deemed to be a submission within the meaning of The Arbitration and Conciliation Act, 1996 and its statutory modification or re-enactment thereof from time to time.
22. The area construction and installation which are to be used both by the Owner and Promoter should be mutually agreed conditions as for this Agreement.

FIRST SCHEDULE ABOVE REFERRED TO

1. (a) Plot of land measuring .5 decimal be the same a little more or less including the structures standing thereon comprised in Dag No. 1511 under old Khatian No. 34, New Khatian No. 1505 of Mouza Kumrakhali, J.L. No. 48, Touzi No. 255, Pargana - Medanmallh, R.S. No. 131, P.S. Sonarpur, District - 24 Parganas.



31 DEC 1999

Contd...p/20



Mamunabi Bi

RAJASACHI DEVELOPMENT PRIVATE LIMITED

Managing Director

- (b) Plot of land measuring, .23 decimal, be it a little more or less comprising Dag No. 1509, Khatian No. 61, Mouza Kumrakhali, J.L. No. 48, R.S. No. 101, Touzi No. 255, P.S. Sonarpur. ADSR Sonarpur, District South 24 Parganas.

Total area .28 (twenty eight) decimal, Holding No. 171, Ward No. 25, under the jurisdiction of Rajpur Sonarpur Municipality.

BUTTED AND BOUNDED BY

- On the South :- Building of Shri J.C. Goswami  
On the North :- R.S. Dag No. 1512  
On the East :-  
On the West :- Garia Baruipur Road.

SECOND SCHEDULE ABOVE REFERRED TO

Owner's Allocation

All that 30% (Thirty percent) floor built up area to be divided into flats and one shop as would be mutually agreed upon and to be shown in the Copy of Sanctioned plan as follows :-

- i) This 30% does not take into account Garage/ Garage Spaces both covered and open. The entire garage/ garage spaces both covered and open shall belong to the Promoter in addition to their 70% (Seventy percent) built-up floor area.



There shall be one Shop measuring 200 S.ft in the ground floor and one flat at the first floor which covers under the share of 30% built-up floor area.

31 DEC 1999

AND

Contd...p/21



Mominia BIE

KUTIASACHI DEVELOPMENT PRIVATE LIMITED

*[Signature]*  
Managing Director

rest area converted into residential flat located in different floors.

- iii) A built-up floor area measuring 615 S.ft shall be had by the Promoter from the Owner's allocation as adjustment against the advance of Rs. 4,00,000/- (Rupees Four Lakhs only) as stipulated in Clause 8(b). Roof right should be common along with other common facilities, which shall be enjoyed and maintained by all owners/ occupiers in common with other.

THIRD SCHEDULE ABOVE REFERRED TO :

CONSTRUCTION SPECIFICATIONS :

Foundation and Super structure : Building designed on R.C.C. foundation with R.C.C. framed structure with R.C.C. roof slabs all confirming to National Building Code of India and Rajpur-Sonarpur Municipality Building Rules.

DETAIL SPECIFICATIONS :

1. BRICK WORK :

- (a) All outside brick work with 1:6 cement mortar will be either 8" or 5" thick.
- (b) All 5" thick brick work will be with 1:4 cement mortar.
- (c) All 3" thick Brick work will be with 1:3 cement mortar with the wire reinforcement in every 3<sup>rd</sup> brick layer.

2. DOOR :

All door frames will be made of SHAL WOOD sections will be 4" x 2 1/2" for main door and bed room doors, and 3" x 2" other doors. All shutters will be made of both side commercial ply flush doors/ shutters of required thickness. All doors will have hatch bolts except bath/ WC and Varandah doors. There will be no door frame and shutters in kitchen only.



31 DEC 1999

Contd...p/22



Mam Na Bi Bi

SABYASACHI DEVELOPMENT PRIVATE LIMITED

*Pradip Das*  
Managing Director

:: 22

3. PLASTER :

All walls shall be plastered with 1:6 cement mortar except ceiling with 1:4 cement mortar with required thickness.

4. FLOORING :

(a) Rooms

: Cast-in-situ grey mosaic flooring with multicolour marble chips, Cast-in-situ grey mosaic shall be used in floor and skirting upto 0.1 mt. ht.

(b) Toilets

: Grey mosaic flooring and grey mosaic dado upto 1.5 mt.

(c) Kitchen

: Cooking platform of 1" thick slab of 4'-0" x 1'-6" size and upto 3'-0" height mosaic dado over cooking platform and mosaic skirting upto 0.1 mt.

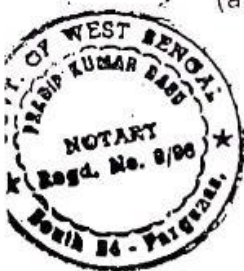
5. WINDOWS :

Steel glazed window with grill designed by the Promoter with fabricated iron handle and stay. The window of the toilets shall have opaque / translucent/ reeded glass.

6. PAINTS :

(a) Walls

: A smooth coat of plaster of paris finish over plastered surface in bed rooms and drawing cum dining room and white / colour wash finish in Kitchen, toilet and balcony.



31 DEC 1999

Contd...p/23



Momji na BI

BASTASACHI DEVELOPMENT CONSULTANTS LIMITED  
*[Signature]*  
Managing Director

(b) External Wall : The entire building shall be painted with a coat of cement based paint with colour design by the Promoter/ Enlisted building surveyor E.B.S. (RSM) of the proposed sanctioned plan of the building.

(c) Doors and Windows : One coat of synthetic enamel paint over a coat of Primer on all doors, steel windows and grills.

7. ELECTRICAL : Concealed wiring with copper wire.  
Bed Room : Two light points, one fan point, one 5 amp. Plug point.

Drawing cum dining room : Two light points, two fan points, one 5 amp. Plug point, one calling bell point and 15 amp. Plug point on Switch board.

Kitchen and Toilet : One light point in each room, one 15 amp plug point either at Kitchen or at Toilet and one point for exhaust fan in Kitchen Switch board will be at outside wall of Kitchen and Toilet.



Balcony / W.C. : One light point.  
(Electrical fittings like bulb, holder, brackets tube-light bracket etc. will not be provided which are to be arranged by the Owner/Purchaser at their cost i.e. at extra cost.)

31 DEC 1999

Contd..p/24

:: 24



M M Naabi Bi

SABYASACHI DEVELOPMENT PRIVATE LIMITED

*Debabrata*  
Managing Director

Main Common Meter : One of the existing meter will be covered into the main common meter of the premises and total cost of the main common electric meter and its installation to be borne by the Promoter.

Personal Meter : Total cost of the Personal Meter and its installation and main line connection from Electric Meter to the main switch of the flat to be borne by the Flat Owner/ Purchaser at extra cost.

8. SANITARY & PLUMBING FITTINGS :

Kitchen : One sink (Black Stone) with one tap.

9. COMPOUND :

Compound will be paved wherever required and boundary wall will be provided wherever not existing. New boundary walls will not be constructed wherever boundary wall of adjoining plots are existing.



EXTRA WORK :

In addition to the above items if the Land Owner/ Purchaser wants to provide additional item or wants to change the specification of any item it may be allowed after getting the permission from the E.B.S. (RSM) of the proposed building if the Land Owner/ Purchaser fulfills the following :-

31 DEC 1999

Contd...p/25





:: 25 ::

Mami Na Bi BI

SAJASACHI DEVELOPMENT PRIVATE LIMITED  
*[Signature]*  
MANAGING DIRECTOR

An estimate for the additional or the changed items shall be supplied by the Promoter to the Land Owner/ Purchaser and she/he has to pay the total amount involved in advance to carry out these additional / changed items.

11. COMMON FACILITIES :

The building will have overhead water tank and pump or required capacity, common stair-case with light point, septic tank, roof etc. but excluding garage spaces.



31 DEC 1999

Contd....p/26



:: 26

Mami Na Bi Bi

BALTASACHI DEVELOPMENT PRIVATE LIMITED

*Dautra*  
Managing Director

Managing Director

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

SIGNED SEALED AND DELIVERED :

at Calcutta in presence of :

Witness :

1. Bidyut Kumar Bhattacharya  
A-78, New Raipur,  
P.O. Garia, Kolkata-700084  
Mami Na Bi Bi  
(SIGNATURE OF THE OWNER)

2. *Affla*  
Dakshin Kanishtha

Witness :

1. Bidyut Kumar Bhattacharya  
A-78, New Raipur,  
P.O. Garia, Kolkata-700084

BALTASACHI DEVELOPMENT PRIVATE LIMITED

*Dautra*  
Managing Director

2. *Affla* **IDENTIFIED BY ME**  
George Sadas  
ADVOCATE  
SIGNATURE OF PROMOTER  
Signature Attested  
Certification

MEMO OF CONSIDERATION

**P. K BASU, NOTARY,**  
Alipore Police Court, Cal-27  
Regd. No. 296 Govt. of W. B.

Received Rs. 1,00,000/- (Rupees One Lakh) only total till today in the following manner :

31 DEC 1999



Received Rs. 80,000/- (Rupees Eighty Thousand) only earlier in different installment in Cash.

Received Rs. 20,000/- (Rupees Twenty Thousand) only on date of signing this agreement.

Witness :

1. Bidyut Kumar Bhattacharya

2. *Affla*

Mami Na Bi Bi  
(SIGNATURE OF OWNER)

31 DEC 1999