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1-02059/15



भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

B 470917

Handwritten signature and date:
 12/05/15
 [Signature]

Certified that the document is admitted to registration. The signature sheets and the enforcement sheets attached with the document are the part of this document.

Signature of District Judge
 District Judge-III
 Alipore, South 24-parganas
 13 MAR 2015

1

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 13th day of March 2015

1821

02 MAR 2015

No.....Rs. 5000/- Date.....

Name:.....Tapan Kar.

Address:.....

Vendor: Subhan Das
Alipur Collectorate, 24 Parganas (S)

SUBHANKAR DAS
STAMP VENDOR

Alipur Police Court, Kol - 27

Advocate
Alipur Police Court
Kolkata - 27

1821 - 5000X1 = 5000/-



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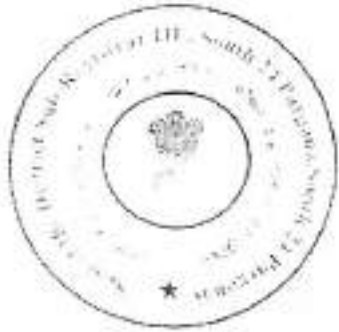
District Sub-Registrar-III
Alipore, South 24 Parganas

13 MAR 2015

Tapan Kar, Adv
Alipore police court
Kol-27

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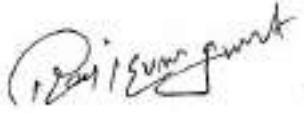
Registered in Book - I
CD Volume number 6
Page from 1138 to 1162
being No 02059 for the year 2015.





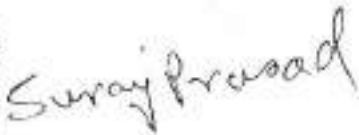





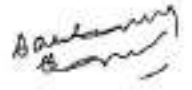


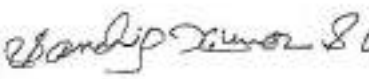
(Rajendra Prasad Upadhyay) 24-March-2015
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R. - III SOUTH 24-PARGANAS
West Bengal

Rajendra Prasad Upadhyay
District Sub-Registrar-III
Alipor, South 24 Parganas

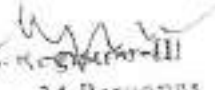
Government of West Bengal
Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
Office of the D.S.R. - III SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 02266 / 2015, Deed No. (Book - I , 02059/2015)
Name of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Raj Kumar Gupta Address - K. N. Sen Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700042	 13/03/2015	 LTI 13/03/2015	

Signature of the person(s) admitting the Execution at Office.

No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Suraj Prasad Address -38 D, Kumar Para Lane, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700042	Self	 13/03/2015	 LTI 13/03/2015	
2	Raj Kumar Gupta Address -138, K. N. Sen Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700042	Self	 13/03/2015	 LTI 13/03/2015	
1	Santosh Shaw Address -14, Swinhoe Lane, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700042	Self	 13/03/2015	 LTI 13/03/2015	
	Sandip Kumar Shaw Address -14, Swinhoe Lane, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700042	Self	 13/03/2015	 LTI 13/03/2015	



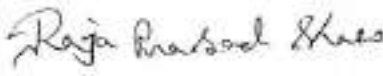



 District Sub-Registrar-III
 South 24 Parganas

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
 Office of the D.S.R. - III SOUTH 24-PARGANAS

Government of West Bengal
 Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
 Office of the D.S.R. - III SOUTH 24-PARGANAS, District- South 24-Parganas
 Signature / LTI Sheet of Serial No. 02266 / 2015, Deed No. (Book - I , 02059/2015)

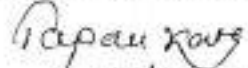
Name of the person(s) admitting the Execution at Office.

Mission of Execution By	Status	Photo	Finger Print	Signature
Raja Prasad Shaw Address -3, K. N. Sen Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700042	Self	 13/03/2015	 LTI 13/03/2015	

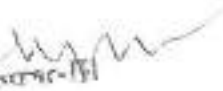
Name of Identifier of above Person(s)

Sanjay Kar
 Alipore Police Court, Kolkata, Thana:-Alipore,
 District:-South 24-Parganas, WEST BENGAL, India, Pin
 :-700027

Signature of Identifier with Date


13/3/2015




 (Rajendra Prasad Upadhyay)
 DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
 Office of the D.S.R. - III SOUTH 24-PARGANAS



Government Of West Bengal
Office Of the D.S.R. - III SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 02059 of 2015
(Serial No. 02266 of 2015 and Query No. 1603L000004259 of 2015)

On 13/03/2015

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

Rs. 16542/- is paid , by the draft number 328626, Draft Date 13/03/2015, Bank Name State Bank of India, KASBA, received on 13/03/2015

(Under Article : B = 16489/- , E = 21/- , H = 28/- , M(b) = 4/- on 13/03/2015)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1,23,31,667/-

Certified that the required stamp duty of this document is Rs.- 20021 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 15040/- is paid , by the draft number 328627, Draft Date 13/03/2015, Bank : State Bank of India, KASBA, received on 13/03/2015

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

Presented for registration at 14.00 hrs on :13/03/2015, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Raj Kumar Gupta , one of the Claimants.

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

Execution is admitted on 13/03/2015 by

1. Sri Suraj Prasad, son of Late Dina Nath Prasad , 38 D, Kumar Para Lane, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700042, By Caste Hindu, By Profession : Business
2. Raj Kumar Gupta
Partner, M/s. R. S. Projects, 138, K. N . Sen Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700042.
. By Profession : Business
3. Sri Santosh Shaw
Partner, M/s. R. S. Projects, 138, K. N . Sen Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700042.
. By Profession : Business



District Sub-Registrar-III

(Rajendra Prasad Upadhyay)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS



Government Of West Bengal
Office Of the D.S.R. - III SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 02059 of 2015
(Serial No. 02266 of 2015 and Query No. 1603L000004259 of 2015)

4. Sri Sandip Kumar Shaw
Partner, M/s. R. S. Projects, 138, K. N . Sen Road, Kolkata, Thana:-Kasba, District:-South
24-Parganas, WEST BENGAL, India, Pin :-700042.
, By Profession : Business
5. Sri Raja Prasad Shaw
Partner, M/s. R. S. Projects, 138, K. N . Sen Road, Kolkata, Thana:-Kasba, District:-South
24-Parganas, WEST BENGAL, India, Pin :-700042.
, By Profession : Business
- Identified By Tapan Kar, son of . . . Alipore Police Court, Kolkata, Thana:-Alipore, District:-South
24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Hindu, By Profession: Advocate.

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS



District Sub-Registrar
South 24 Parganas
(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24 PARGANAS

BETWEEN SRI SURAJ PRASAD, son of late Dina Nath Prasad, an adult Indian citizen, having Income Tax PAN BPGPP0268F, by religion – Hindu, by occupation – Businessman, at present residing at 38-D, Kumar Para Lane, Police Station – Kasba, Kolkata – 700 042, District - South 24 Parganas, West Bengal, India, hereinafter called and referred to as the "OWNER", (which terms or expression unless excluded by or repugnant to the subject or context shall mean and include his legal heirs, heiresses, representatives, executors, executrixes, administrators and/or Assigns) of **FIRST PART AND M/S. R. S. PROJECTS**, a partnership firm, having Income Tax PAN-AAOFR3929D, and having its office at 138, K.N. Sen Road, Police Station - Kasba, Kolkata – 700 042, District - South 24 Parganas, West Bengal, India, duly represented by the partners namely (1) **SRI RAJ KUMAR GUPTA**, son of Sri Murari Prasad Gupta, having Income Tax PAN AHZPG5425H, an adult Indian citizen, by faith – Hindu, by occupation – Business, and presently residing at 138, K.N. Sen Road, Police Station – Kasba, Kolkata – 700 042, District - South 24 Parganas, West Bengal, India, (2) **SRI SANTOSH SHAW**, son of Sri. Lakhan Lal Shaw, having Income Tax PAN BMEPS3928Q, an adult Indian citizen, by faith – Hindu, by occupation – Business, and presently at residing 14, Swinhoe Lane, Police Station – Kasba, Kolkata – 700 042, District - South 24 Parganas, West Bengal, India, (3) **SRI SANDIP KUMAR SHAW**, son of Sri. Lakhan Lal Shaw, having Income Tax PAN BMQPS7714G, an adult Indian citizen, by faith – Hindu, by occupation – Business, and presently at residing 14, Swinhoe Lane, Police Station – Kasba, Kolkata – 700 042, District - South 24 Parganas, West Bengal, India and (4) **SRI RAJA PRASAD SHAW**, son of Late Kashi Nath Shaw, having Income Tax PAN BMQPS7715H, an adult Indian citizen, by faith – Hindu, by occupation – Business, and presently residing at 3, K.N. Sen Road, Police Station – Kasba, Kolkata – 700 042, District - South 24 Parganas, West Bengal, India, hereinafter called and referred to as "DEVELOPER" (which expression shall unless excluded by or repugnant to the subject or context hereof, be deemed to mean and include each of the partners successors in office and assigns) of the **SECOND PART**.

WHEREAS:-

1. One Tarit Kumar Ghosh was the sole and absolute owner and seized and possessed of and well and sufficiently entitled to All That piece and parcel of land measuring and containing an area of 4 Cottahs 14 Chitaks 32 Square feet, be the same or a little more or less together with an old dilapidated building comprising of partly four storied and partly one storied lying and standing thereon along with a few tenants & occupiers appertaining to Dag No. 9, Khatian No. 292, Mouza – Gadasa, J.L. No. 17, Touzi No. 1298/2833, Dihi – Panchannagram, Division – 5, Sub-Division – "K", Holding No. 189, Sub-Registry office- Alipore, Police Station – Previously Tollygunge, then Jadavpur now Kasba, Kolkata – 700 042,



District Sub-Registrar-III
Alipore Dist. / Durgamuda

13 MAR 2015

District – South 24 Parganas, West Bengal, being known and numbered as Municipal Premises No. 329, Banku Behari Chatterjee Road (formerly known as 259, Kasba Road under Tollygunge Municipality), Kasba, Kolkata – 700 042, Ward No. 91 under The Kolkata Municipal Corporation, having Assessee No. 21-091-03-0290-5, hereinafter called and referred to “Premises”, more fully described in the **FIRST SCHEDULE** hereunder written.

2. Said Sri Tarit Kumar Ghosh, to meet up his urgent need of money and for many other obvious purposes has decided to sell the said Premises with tenants and occupiers on “As Is Where Is Basis”.
3. Having been informed the said intension of said Sri Tarit Kumar Ghosh, the Owner herein, made an offer to him to purchase the Said Premises on “As Is Where Is Basis” with tenants and occupiers. Said Sri Tarit Kumar Ghosh, accepted the said offer of the Owner herein and by accepting the consideration price, mutually settled by and between them, by virtue of a registered Deed of Conveyance dated- 20.08.2010, duly registered at the office of the District Sub-Registrar III, Alipore, South 24 Parganas, in Book No. I, CD Volume No.12, Pages 7875 to 7893, Being No. 06592, for the Year 2010, sold conveyed and transferred the said Premises on “As Is Where Is Basis” with tenants and occupiers to the Owner herein
4. In the above referred circumstances said Sri Suraj Prasad, the Owner herein has become the sole and absolute owner of the said Premises more fully described in the **FIRST SECHDULE** hereunder written.
5. The Owner, being desirous to make the better use of the said Premises decided to construct a multi-storied building at the said Premises and accordingly got one building Pan sanctioned, bearing Building Permit No.2013100307, dated 11.03.2014, for construction of a Partly ground plus four storied and partly straight five storied building, hereinafter called and referred to as “PLAN”, duly sanctioned by the Kolkata Municipal Corporation but due to paucity of fund and lack of man power could not fulfill his dream and were in search of a Developer who would be in a position to prepare the said scheme of development of the said Premises by constructing one multi-storied building on and upon the said Premises with its means and materials and at its own cost and expenses and as per the specifications of the said Plan.
6. The Developer, the Party of the Second Part herein knowing the intention of the Owner approached and requested the Owner to allow the said Developer to



District Sub-4 Astoria-TI

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13 MAR 2015

develop the Said Premises by way of constructing multi-storied building thereon at Developer's own cost and expenses and as per the specifications of the said Plan and the Owner herein has agreed with the proposal of the Developer and accordingly has decided to enter into this Development Agreement under the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH that the parties hereto have, agreed to abide by the terms and conditions of this agreement appearing hereunder and the terms hereunder unless excluded by or repugnant to the subject or context shall mean the following :

ARTICLE: I

- 1.1. **OWNER** : **SRI SURAJ PRASAD**, son of late Dina Nath Prasad, at present residing at 38-D, Kumar Para Lane, Police Station – Kasba, Kolkata – 700 042, South 24 Parganas, and include his legal heirs, heiresses, representatives, executors, executrixes, administrators and/or Assigns.
- 1.2. **DEVELOPER** : **M/S. R. S. PROJECTS**, a partnership firm, having its office at 138, K.N. Sen Road, Police Station - Kasba, Kolkata – 700 042, District - South 24 Parganas, West Bengal, India, duly represented by the partners namely (1) **SRI RAJ KUMAR GUPTA**, son of Sri Murari Prasad Gupta, presently residing at 138, K.N. Sen Road, Police Station – Kasba, Kolkata – 700 042, District - South 24 Parganas, West Bengal, India, (2) **SRI SANTOSH SHAW**, son of Sri. Lakhan Lal Shaw, presently at residing 14, Swinhoe Lane, Police Station – Kasba, Kolkata – 700 042, District - South 24 Parganas, West Bengal, India, (3) **SRI SANDIP KUMAR SHAW**, son of Sri. Lakhan Lal Shaw, presently at residing 14, Swinhoe Lane, Police Station – Kasba, Kolkata – 700 042, District - South 24 Parganas, West Bengal, India and (4) **SRI RAJA PRASAD SHAW**, son of Late Kashi Nath Shaw, presently residing at 3, K.N. Sen Road, Police Station – Kasba, Kolkata – 700 042, District - South 24 Parganas, West Bengal, India .
- 1.3. **PREMISES** :The Municipal Premises No. 329, Banku Behari Chaterjee Road (formerly known as 259, Kasba Road under Tollygunge Municipality), Kasba, Kolkata – 700 042, holding Assessee No. 21-091-03-0290-5, more fully described in the **FIRST SCHEDULE** hereunder written.
- 1.4. **DEVELOPMENT AGREEMENT**: The instant agreement made between the owner and the developer herein.

- 1.5. **BUILDING**:: The Multi storied building to be constructed by the Developer on the said Premises in accordance with the said Plan, sanctioned by the Kolkata Municipal Corporation.
- 1.6. **PLAN**: The building plan, bearing Building Permit No.2013100307, dated 11.03.2014, duly sanctioned by the Kolkata Municipal Corporation for construction of multi storied building at the said Premises with such additions, alterations and modifications as would be deemed necessary by the Developer.
- 1.7. **ARCHITECT**: The person and/or firm to be appointed by the Developer for planning, designing and supervising the said building.
- 1.8. **OWNER'S CONSIDERATION**:
 - 1.8.1 The Owner shall be entitled to the entire first floor and entire Third Floor of the ground plus four storied portion of the proposed building and one distinguishingly demarcated car parking space out of the three statutorily sanctioned car parking spaces at the ground floor as well as if any other parking space under the roof at the ground floor of the proposed building to be constructed at the said Premises
 - 1.8.2 Apart from the above the total area of the straight five portion of the said proposed building as well as the four sanctioned shop room at the front portion of the proposed building shall also be treated as area under Owner's allocation but the same shall be fully used for rehabilitation of the existing tenants at the said Premises and if there by any adjustment between any tenant or tenants and the owner herein then the same shall be the sole responsibility of the owner herein and if for the same any monetary compensation is to be given then the same shall be given by the Owner only from his pocket and accordingly the owner shall be entitled to the allotted area of the said tenant with whom the owner herein will go for adjustment and negotiation. Moreover if any compensation package is to be provided to any tenant for closer of his/her/their business at the said Premises then the same shall be the sole liability of the Owner.
- 1.9. **DEVELOPER'S ALLOCATION** : The Developer shall be entitled to the entire Second floor and entire Fourth Floor of the ground plus four storied portion of the proposed building and two distinguishingly demarcated independent car parking spaces out of the three statutorily sanctioned car parking spaces at the ground floor of the proposed building to be constructed at the said Premises.

- 1.10 **SECURITY DEPOSIT :-** The Developer shall keep a sum of Rs.15,00,000/- (Rupees fifteen Lakh) only as adjustable and or refundable security deposit to be paid by the Developer to the Owner at the time of registration of Power of Attorney to be issued by the Owner to the Developer for this project of Development and the same shall either be refunded by the Owner to the Developer at the time of receiving Completion Certificate (CC) of the building from the Developer to be issued by the Kolkata Municipal Corporation but upon mutual consent and or agreement the same amount may be adjusted from the area of owner's allocation at such rate to be mutually settled by the parties herein.
- 1.11 **COMMON SERVICE AREAS :** All the common service facilities are to be enjoyed by all the owners/occupiers of the building (more fully and particularly described in the **FIFTH SCHEDULE** hereunder written).
- 1.12 **TRANSFEROR :** In context of this agreement the owner herein in respect of the undivided proportionate share of and pertaining to the developer's allocation.
- 1.13 **TRANSFeree :** The purchaser who will purchase flat/space in the building from the areas pertaining to developer's allocation.
- 1.14 **TRANSFER :** Transfer of proportionate undivided share/ interest of land in the Premises by the owner attributable to the developer's allocation.
- 1.15 **SETTLEMENT WITH THE EXISTING TENANTS -** The Owner herein along with the Developer herein shall complete the process of settlement with the existing tenants at the said Premises within 30 days from the date hereof .
- 1.16. **COST OF CONSTRUCTION OF UNITS UNDER TENANTS' ALLOCATION :-** The Developer shall cause the construction of the flats/units and shop rooms under tenants allocation for and on behalf of the Owner and it has been mutually agreed by and between the parties herein that the Owner herein shall reimburse the Developer the cost of construction of the same and the same has been mutually and settled as Rs.28,00,000/- (Rupees twenty eight lakh) only which the Owner shall pay to the Developer at the time of delivery of possession of the units under tenants' allocation to the Owner or upon advice of the owner to the Tenants. But upon mutual consent and or agreement by and between parties herein the owner may adjust the said amount from the area of owner's allocation at such rate to be mutually settled by them
- 1.17 **DELIVERY OF POSSESSION OF PREMISES** In the context shall mean, the owner will hand over to the Developer the peaceful physical possession of the

said Premises within 7 days from the date of final settlement with the existing tenants at the said Premises.

- 1.18. **COMMENCEMENT OF WORK** : The Developer will commence their work as part of the construction of building within one month from the date of getting Possession of the said Premises from the Owner.
- 1.19. **TIME OF COMPLETION**: The Developer will deliver the peaceful vacant physical possession of the owner's allocation to the owner as well as the allocation of the tenants to the tenants within 24 months from the date of getting possession of the said Premises from the owner.
- 1.20. **POWER OF ATTORNEY**: The Owner will execute a General Power of Attorney in favour of the Developer Firm, as his lawful constituted attorney to do the acts stipulated in the said power of attorney.
- 1.21. **COMMON EXPENSES** : The expenses and cost of maintaining the common parts of the building which will be borne or paid proportionately by the flat owners/occupiers (more fully and particularly described in the **Sixth Schedule** hereunder written) after getting possession of the flats.
- 1.22. **UNDIVIDED SHARE** : The undivided proportionate share or interest in the land of the Premises attributable to the flat pertaining to both the owner's allocation and the developer's allocation.
- 1.23. **MANNER OF WORK AND SPECIFICATIONS**: The materials and accessories which are to be used for construction of the building (more fully and particularly described in the **Seventh Schedule** hereunder written).
- 1.24. **NAME OF THE BUILDING**: The new building will be named as "**OM RESIDENCY**" which cannot be changed or altered.
- 1.25. **FURTHER CONSTRUCTION** :- The parties herein have mutually agreed that if possible then there may be any further construction or constructions at the said proposed building and if there be any such further construction then each party herein will be entitled to 50% of the said further construction or constructions and for that purpose each party herein shall bear the total expenditure in equal proportion i.e. the parties herein shall bear the same in 50:50 ratio.

ARTICLE-II : OWNER'S RIGHT:

- 2.1. The Owner will get the Owner's allocation described in the **second schedule** hereunder written without any hindrance from the Developer.

ARTICLE-III: OWNER'S OBLIGATION

- 3.1. The Owner will make delivery of possession of the said Premises to the developer within 30 days from the date hereof.
- 3.2. The Developer shall be entitled to construct and complete the new building in accordance with the sanctioned building plan without any interference or hindrance from the Owner.
- 3.3. During the continuance of this Agreement the Owner will not let out, grant, lease, and mortgage and/or create any charge in respect of the Premises or any portion thereof without the consent in writing of the Developer.
- 3.4. The Owner will execute all Deeds of conveyance for conveying the undivided proportionate share of land relating to the Developer's allocation to the Developer or its nominee.
- 3.5. The Owner will execute a General Power of Attorney in favour of the Developer, as his lawful constituted attorney to do the acts stipulated in the said power of attorney, authorizing the Attorney(s) inter alia to sell and transfer the undivided proportionate share/interest of land in the Premises attributable to the Developer's allocation and receive consideration there for at Developer's discretion, execute deed of conveyance in respect of the developer's allocation and present the same before the competent registration authority.
- 3.7 The Owner, if required upon request of the Developer, will execute agreement for sale in respect of sale of undivided proportionate share of land pertaining to the Developer's Allocation and present the same before the registration authority in respect of flats and other spaces pertaining to the developer's allocation for registration at the cost of the Developer and/or their nominee.
- 3.8. The Owner, with the execution of this agreement, will hand over all original documents, title deeds, plan relating to the said Premises to the Developer. Those documents will remain with said Developer till the formation of association of the flat owner.

- 3.9. The Owner will be solely responsible for delivering the peaceful, well demarcated, physical possession of the said Premises to the Developer free from all encumbrances whatsoever except the existing tenancy.
- 3.10. The Owner will extend all reasonable co-operations to the Developer for effecting construction of the new building.
- 3.11. That at the time of execution and registration of this Development Agreement the owner shall deliver all original title related documents and other relevant deeds, documents and papers in respect of the said Premises.

ARTICLE - IV: DEVELOPER'S RIGHT:

- 4.1. The owner hereby grant exclusive right to the developer to build and complete the said new building in the said Premises and commercially exploit the developer's allocation for Developer's gain without any obstruction and objection from the owner. The developer will have full right and absolute authority to enter into any agreement with any purchaser in respect of the Developer's allocation at any price of its discretion and to receive advance/ consideration in full thereof.
- 4.2. The Developer will be entitled to receive, collect and realise all money out of the developer's allocation without creating any personal liability of the owner.
- 4.3. The developer will be entitled to deliver the flats and other spaces pertaining to the developer's allocation to the purchaser at Developer's discretion.
- 4.4. The Developer will be entitled to transfer the undivided proportionate share of land in the Premises attributable to the developer's allocation on the strength of the Power of Attorney to be given by the owner.
- 4.5. The Developer will be entitled to make publicity and advertisement in all possible manners for the benefit of commercial exploitation of the developer's allocation in the building.
- 4.6. The Developer will get reimbursement of all the expenses from the Owner which the Developer will bear for payment of up to date tax of the said Premises till the developer get physical possession of the said Premises for the attainment of a clear marketable title of the said Premises.
- 4.7. The Developer will have the right to exploit or transfer the proportionate common ultimate roof open to the sky to the intending purchaser or purchasers of developer's allocation.

- 8 The Developer will have the right to demolish the existing building and sell the garbage to the intending purchaser and enjoy the sale price.

ARTICLE - V ; DEVELOPER'S OBLIGATION:

- 5.1. The Developer will start the work for construction of the said new building within one month from the date of getting possession of the said Premises from the Owner
- 5.2. The Developer will deliver the Owner's allocation and tenants' allocation in complete habitable condition to the Owner within 24 months from the date of final settlement with the existing tenants at the said Premises.
- 5.3. The Developer will complete the Owner's allocation with the specification annexed hereto and specifically mentioned in the Seventh Schedule of this Agreement.
- 5.4. The Developer shall construct the building with standard materials available in the market.
- 5.5. The Developer will bear all cost arising out of the construction of the building, save and except those costs or portion of costs specifically and expressly excluded in this Agreement.
- 5.6. The Developer will take delivery of possession of the said flats/units, car parking spaces and other constructed spaces comes under Developer's Allocation as per this Agreement and can only be entitled of selling the developer's allocation only.
- 5.7. The Developer shall bear all tax liability to the K.M.C. and/ or other competent authority in respect of the said Premises from the date of getting possession of the said Premises till the completion of the building.
- 5.8. The Developer shall construct the said new building strictly in accordance with the sanction of the building plan.

ARTICLE VI; OWNER'S INDEMNITY:

- 6.1. The Owner declares that the Premises is free from all encumbrances whatsoever except the existing tenancy at the said Premises and the owner has full right and absolute authority to enter into this agreement with the Developer.

- 6.2. The Owner declares that save and except the Owner herein no other person have any right title and interest on the Premises, except the rights, if any, of the existing tenants at the said Premises.
- 6.3. The Owner declares that there is no defect in the title of the said Premises.
- 6.4. The Owner declares that no other agreement whatsoever subsists in respect of the Premises that can jeopardise the spirit of this Agreement.

ARTICLE -VII: DEVELOPER'S INDEMNITY:

- 7.1. The Developer indemnifies the Owner against all claims, actions, suits and proceedings arising out of any acts of the Developer in connection with the construction of the building.

ARTICLE -VIII; COMMON RESTRICTIONS;

- 8.1. Neither party shall use or permit to use of their respective allocation or any portion of the new building for carrying any trade or activity detrimental to the peaceful living of the other occupiers of the building.
- 8.2. Neither party shall demolish or permit to demolish any wall or make any structural alteration to the building.
- 8.3. Both parties shall abide by all laws, bye-laws, rules and regulations of the competent authority in enjoying the occupation of the building.
- 8.4. The owner and the purchasers of developer's allocation will jointly form an adhoc common body/committee/association to look after the maintenance or the building. But the Developer will have no liability to the said committee and/or any association to be formed.
- 8.5. Neither-party shall use or permit to use of their respective allocation or any portion of the new building for storing articles which may be detrimental to the free ingress and egress to the building or part thereof.
- 8.6. Both parties will allow the said association or the common person to enter into their respective allocation for maintenance of the building upon giving notice in writing.
- 8.7. Both parties will bear proportionate tax, maintenance cost, day to day expenditure of their respective allotments.

ARTICLE-IX: MISCELLANEOUS

- 9.1. The Owner and the Developer have entered into this agreement purely as a contract on Principal to Principal basis and nothing herein shall deem to construct a partnership between the parties in any manner whatsoever.
- 9.2. Save and except this agreement no agreement and/ or oral representation exists or will have any validity.
- 9.3. After completion of the said new building and having total Completion Certificate (cc) of the said proposed building, the Developer will issue a notice to the Owner to take possession of the Owner's allocation and the Owner herein, subject to fulfillment of all the terms, conditions and covenants by the Developer as mentioned in this Agreement, shall, within 7 days from the date of receiving such notice, receive the physical possession of the same otherwise it will be deemed that the khas actual physical possession of the Owner's Allocation has been duly taken by the Owner and the Developer will be relieved form all their obligations, liabilities and responsibilities of delivering possession of Owner's allocation to the Owner as mentioned in this Agreement.
- 9.4. If the Owner wants to install any fixtures and fittings as per their choice in the flats/Units under Owner's Allocation in that event the owner shall pay extra charges for the same to the developer.
- 9.5. That the Developer shall have every right and liberty to demolish the existing building and also shall have right to sell the garbage/scrap and enjoy the selling price of said garbage/scrap.

ARTICLES-X : DELIVERY OF OWNER'S ALLOCATION

- 10.1. Upon completion of the new building the Developer will serve a notice upon the owner for taking delivery of possession of the owner's allocation within seven days from receipt of the notice and the Owner herein, subject to fulfillment of all the terms, conditions and covenants by the Developer as mentioned in this Agreement, shall, within 7 days from the date of receiving such notice, receive the physical possession of the same otherwise it will imply that he has taken delivery of his allocation.

ARTICLE- XI: FORCE MAJURE :

- 11.1. The Developer will complete the Owner's Allocation within the stipulated period subject to the circumstances which may be beyond control of the Developer.

ARTICLE -XII : JURISDICTION:

12.1. The courts which have the territorial jurisdiction over the said Premises will have the exclusive jurisdiction over this agreement.

FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE LAND)

ALL THAT piece and parcel of land measuring 4 Cottahs 14 Chitaks 32 Square feet, be the same or a little more or less with an old dilapidated and highly damaged two storied building standing thereon, which is occupied by tenants and occupiers comprised in Dag No. 9, Khatian No. 292, Mouza – Gadasa, J.L. No. 17, Touzi No. 1298/2833, Dihī – Panchannagram, Division – 5, Sub-Division – “K”, Holding No. 189, Sub-Registry office- Alipore, Police Station – Previously Tollygunge, then Jadavpur and now Kasba, Kolkata – 700 042, District – South 24 Parganas, being known and numbered as Municipal Premises No. 329, Banku Behari Chatterjee Road, and presently comes under the limits of Municipal Ward No. 91, Borough –X, under The Kolkata Municipal Corporation, holding Assessee No. 21-091-03-0290-5, which is butted and bounded as follows.

ON THE NORTH :- By K.M.C. Road, known as B.B. Chatterjee Road.

ON THE EAST :- Partly by Premises No. 327, B.B. Chaterjee Road and partly by Premises No. 327/1 B.B. Chaterjee Road

ON THE WEST :- Partly by Premises No. 327, B.B. Chaterjee Road and partly by Premises No. 327/1 B.B. Chaterjee Road

ON THE SOUTH :-By Premises No. 327/A/1, B.B. Chaterjee Road.

SECOND SCHEDULE ABOVE REFERRED TO

(ALLOCATION OF OWNER)

The Owner shall be entitled to the entire first floor and entire Third Floor of the ground plus four storied portion of the proposed building and one distinguishingly demarcated car parking space out of the three statutorily sanctioned car parking spaces at the ground floor as well as if any other parking space under the roof at the ground floor of the proposed building to be constructed at the said Premises

Apart from the above the total area of the straight five portion of the said proposed building as well as the four sanctioned shop room at the front portion of the proposed building shall also be treated as area under Owner's allocation but the same shall be fully used for rehabilitation of the existing tenants at the said Premises and if there by any adjustment between any tenant or tenants and the owner herein then the same shall be the sole responsibility of the owner herein and if for the same any monetary compensation is

to be given then the same shall be given by the Owner only from his pocket and accordingly the owner shall be entitled to the allotted area of the said tenant with whom the owner herein will go for adjustment and negotiation.

THIRD SCHEDULE ABOVE REFERRED TO
(ALLOCATION OF DEVELOPER)

The Developer shall be entitled to the entire Second floor and entire Fourth Floor of the ground plus four storied portion of the proposed building and two distinguishingly demarcated independent car parking spaces out of the three statutorily sanctioned car parking spaces at the ground floor of the proposed building to be constructed at the said Premises.

FOURTH SCHEDULE ABOVE REFERRED TO
(Common areas)

1. R.C.C. Columns.
2. Under ground water reservoir.
3. Overhead water tank.
4. Space for meter water connection and pump from concerned authority.
5. Passage, courtyard, open areas with all easement rights.
6. Septic tank.
7. Stair head room. ;
8. Electric installations.
9. Parapet wall.
10. Pedestrian floor of roof.
11. Boundary wall.
12. Surface drainage.
13. Side space flooring.
14. lift, lift well, lift landings, lift machine room

All other reasonable rights attached with the building and/or the flat and/or the Premises. The purchaser will however the right to use the roof for drying cloth and/ or install T.V. antenna/ discs.

FIFTH SCHEDULE ABOVE REFERRED TO
(Proportionate share of service area)

1. Stair.
2. Passage.
3. Watchman room.
4. W.C.

5. lift well, lift landings, lift machine room

SIXTH SCHEDULE ABOVE REFERRED TO

(Common expenses)

Expenses for maintaining, repairing, redecorating the building and/or part thereof. Expenses for lighting of the common areas and/or part thereof. Salaries for durwan, caretaker and/or other persons whose appointment may be considered necessary for maintenance and protection of the building or part thereof.

SEVENTH SCHEDULE ABOVE REFERRED TO

(SPECIFICATION OF THE CONSTRUCTION)

1. **STRUCTURE** : Structure will be of R.C.C. frame with standard materials as per plan prepared by the Architect of the Developer with the discussion of the Owners.
2. **WALLS** : Outside wall will be of 200 mm. thick brick and insidewall will be of 125 mm. to 75 mm.
3. **INTERNAL FINISH** : Plaster of Paris finish.
4. **EXTERNAL FINISH** : Weather Coat paint.
5. **FLOORING** : Vitrified tiles Flooring in all rooms.
6. **DOORS** : All doors will be flush door with standard materials and the Main Door will have teak finish at one side.
7. **WINDOWS** : Aluminum sliding with Grill.
8. **PAINTS** : Doors will be paint finish.
9. **KITCHEN** : Kitchen will have cooking platform with stone topping and glazed tiles dado upto a height of 2'-0" in cooking areas.
10. **BATH CUM PRIVY** : Anti skidding floor tiles/Marble with glazed tiles up to height of 6 feet.
11. **PLUMBING** : Internal plumbing is good quality materials with all fittings and fixture.
12. **PIPE LINES** : All pipe lines will be concealed internally wiring with CPVC/UPVC. Pipes of reputed make.
13. **WATER SUPPLY** :
 - a. By K.M.C. through semi-underground and overhead a water reservoir.
 - b. 1 H.P. Pump.
14. **ROOF** : On the roof there will be provided parapet walls upto 3 'ft. height and the roof will be provided with water protected tiles or 1V₂" cemented and stone chips layers.
15. **STAIRCASE** : Staircase will have mild steel railing with marble finish.
16. **ELECTRIFICATION**: internal electrification will be concealed and power points will be supplied as per requirements with good quality materials.

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

SIGNED, SEALED and DELIVERED by
the OWNERS at Kolkata in the presence of:

1. *Tapankar*

Suraj Prasad
(SURAJ PRASAD)

2. *Uttam Ray*

SIGNED, SEALED and DELIVERED by
the DEVELOPER at Kolkata in the
presence of:

1. *Tapankar*
D/A B.P. Road
KST-72

PROJECT:
Raj Kumar Gupta
(RAJ KUMAR GUPTA)

PROJECT:
Santosh Shaw
(SANTOSH SHAW)

Sandip Kumar Shaw
(SANDIP KUMAR SHAW)

2. *Uttam Ray*
P-33 Green Park
Behala West, KST-72

PROJECT:
Raja Prasad Shaw
(RAJA PRASAD SHAW)

Drafted by :

Tapankar

Tapankar, Advocate

91A, Bose Pukur Road

P.S. Kasha, Kolkata - 70 042

MEMO OF RECEIPT

RECEIVED from the within named Developer an amount of Rs.15,00,000/- (Rupees fifteen Lakh) only in the following manners :-

MEMO

SLNo.	Cheque No.	Dated	Bank	Amount (Rs)
1.	634183	17.02.2015	Allahabad Bank B.B. Chatterjee Street Branch	2,00,000.00
2.	634185	02.03.2015	Allahabad Bank B.B. Chatterjee Street Branch	4,50,000.00
3.	634186	03.03.2015	Allahabad Bank B.B. Chatterjee Street Branch	4,00,000.00
4.	634187	04.03.2015	Allahabad Bank B.B. Chatterjee Street Branch	4,50,000.00

Total :-15,00,000.00

(RUPEES FIFTEEN LAKH) ONLY


Suraj Prasad
(SURAJ PRASAD)
Owner

WITNESSES:

1. *Gopankar*
S.M. B.P. D.
Kel - 9 L

2.

Suraj Prasad



Suraj Prasad
(Signature)

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Robert James




(Name)

Robert James
(Signature)

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David



(Signature)

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L E F T	Thumb	Index	Middle	Ring	Little

Samuel



(Signature)

R I G H T	Thumb	Index	Middle	Ring	Little
L E F T	Thumb	Index	Middle	Ring	Little



Raj

Rajendra Kumar
(Signature)

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