

পশ্চিমবজ্ঞা पश्चिम बंगाल WEST BENGAL

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> District Sub-Register-III Alipore, South 24-parganas 0 6 DEC 2016

DEVELOPMENT AGREEMENT

25.11.16. No. 10209 .Rs 5000/-Date Karr Name:-Address: Address Vendor Sub 40 m Kool 100 Allyan Collectorate, 14 Pgs. (S) SUBHANKAR DAS STAMP VENDOR Alipur Police Court, Kol - 27



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District Sub-Registrar-III Alipore, South 24 Perganas

0 6 DEC 2016

Nationality-Indian, by faith-Hindu, by occupation-Retired service holder/ consultant, having his residence at 32/1, K. P. Roy Lane, Kolkata -700 031, P.O.Dhakuria, P.S. Garfa and presently residing at B-13, Jalvidyut Apartment, Sector-21C, Faridabad, Haryana, Pin-121001, (3) SMT. JAYA BHATTACHARYA, Wife of Late Manindra Bhattacharya alias Manish Bhattacharya and daughter of Late Sibendra Nath Bhattacharya, (PAN No. BBQPB5254D), by Nationality-Indian, by faith-Hindu, by occupation-Housewife, residing at "Bipasha Apartment" Flat No. G 4/1, C.I.T. Scheme, 143, Shankar Ghosh Road Extension, P.O. Alipore, Kolkata-700 027, P. S. Chetla and (4) SRI ALOKESH ROY, son of Late Amiya Kumar Roy, (PAN No. AEKPR8370N), by Nationality - Indian, by faith-Hindu, by occupation-Business, residing at 1/40, Sahid Nagar, Kolkata-700 031, P. O. Dhakuria, P.S.Garfa, all within the District of South 24-Parganas, hereinafter collectively referred to as the "OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their respective heirs, heiresses, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

M/S. RAJ CONSTRUCTION, (License No. 409200001170), a sole proprietorship firm having its registered office at 1/40, Sahid Nagar, Kolkata-700 031, P.O. Dhakuria, P.S. Garfa, in the District of South 24-Parganas represented by its sole proprietor SRI ALOKESH ROY, son of Late Amiya Kumar Roy, (PAN No. AEKPR8370N), by Nationality - Indian, by faith-Hindu, by occupation-Business, residing at 1/40, Sahid Nagar, Kolkata-700 031, P. O. Dhakuria, P.S. Garfa, in the District of South 24-Parganas, hereinafter referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, heiresses, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS by an indenture of Bengali Saf-Kobala made on 29th day of June, 1955 between Sri Jadav Lal Chakraborty, son of Late Gopal Contd......pg/3

Chandra Chakraborty described therein as the Vendor of the one part and Sri Sibendra Nath Bhattacharya, son of Late Gunamoy Vidyaranjan Bhattacharya described therein as the purchaser of the other part, the said vendor sold, transferred and conveyed all that piece and parcel of homestead laad measuring 2 Cottabs 3 Chittaka and 10 Square feet be the same a little more or less lying and situated at Mouza - Dhakuria, J. L. No. 18, R.S. No. 5, District Collectorate Touzi No. 230/233, Pargana Khaspur, appertaining to Khatian No. 105, comprising part of Dag No. 1557, being part of Municipal Premises No. 32/1, K. P. Roy Lane, presently Kolkata-700031, P. S. erstwhile Sadar Tollygunge thereafter Jadavpur formerly Kasba at present Garfa, in the District of formerly 24 Parganas at present South 24-Parganas, in favour of the said purchaser for valuable consideration therein mentioned and the said Bengali Saf-Kobala was registered on the even date in the office of the Sub-Registrar at Alipore Sadar and recorded therein Book No. I, Volume No. 80, Pages 249 to 254, being No. 4941 for the year 1955 and delivered posession thereof.

AND WHEREAS by another indenture of Bengali Saf-Kobala made 25th day of September, 1961 between Sri Bandhopadhyay, son of Late Nirmal Chandra Bandhopadhyay described therein as the Vendor of the one part and Sri Sibendra Nath Bhattacharya, son of Late Gunamoy Vidyaranjan Bhattacharya described therein as the purchaser of the other part, the said vendor sold, transferred and conveyed all that piece and parcel of homestead land measuring 3 Cottahs be the same a little more or less lying and situated at Mouza - Dhakuria, J. L. No. 18, R.S. No. 5, District Collectorate Touzi No. 230/233, Pargana Khaspur, appertaining to Khatian No. 105, comprising part of Dag No. 1557, being part of Municipal Premises No. 32/1/1, K. P. Roy Lane, presently Kolkata -700031, P. S. erstwhile Sadar Tollygunge thereafter Jadavpur formerly Kasba at present Garfa, in the District of formerly 24 Parganas at present South 24-Parganas, in favour of the said purchaser for valuable consideration therein mentioned and the said Bengali Saf-Kobala was registered on the even date in the office of the Sub-Registrar at Alipore Sadar and recorded therein Book No. I, Volume No. 140, Pages 136 to 142, being No. 7803 for the year 1961 and delivered posession thereof.

AND WHEREAS by virtue of the aforementioned two seperate Bengali Saf-Kobala the said owner Sibendra Nath Bhattacharya altogether purchased 5 Cottahs 3 Chittaks 10 Square feet of land more or less and became the sole and absolute owner thereof.

AND WHEREAS since purchase the said owner Sibendra Nath Bhattacharya while thus absolutely seized and possessed of the said two properties altogether measuring 5 Cottahs 3 Chittaks 10 Square feet got his name mutated in the records of The Calcutta Municipal Corporation in respect of the said properties and the said plots of land have since been numbered as Municipal Premises No. 32/1, K.P. Roy Lane and 32/1/1, K. P. Roy Lane, Calcutta 700 031 respectively and was paying taxes regularly.

AND WHEREAS thereafter the said owner Sibendra Nath Bhattacharya while thus exercising all his right of ownership and possession over the said properties died intestate on 9th day of August, 1975 leaving behind him surviving his widow Smt. Bipattarini Bhattacharya, two sons namely Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya and two daughters Smt. Jaya Bhattacharya and Miss Maya Bhattacharya as his legal heirs, heiresses and successors under the Hindu Law of Succession.

AND WHEREAS after the demise of said Sibendra Nath Bhattacharya the landed property mentioned above left by him thus devolved upon his aforementioned legal heirs and successors who jointly inherited and bacame the joint owners of the said property left by their predecessor-ininterest Sibendra Nath Bhattacharya having undivided 1/5th share each.

AND WHEREAS since then the aforementioned legal heirs and successors of Late Sibendra Nath Bhattacharya while thus jointly seized and possessed of the said inherited property one of the co-sharers Smt. Bipattarini Bhattacharya died intestate on 25th day of May, 1999 leaving behind her surviving two sons namely Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya and two daughters Smt. Jaya Bhattacharya and Miss Maya Bhattacharya as her legal heirs, heiresses and successors under the Hindu Law of Succession.

AND WHEREAS after the demise of said Smt. Bipattarini Bhattacharya her undivided 1/5th share of the said property left by her thus devolved upon her aforementioned legal heirs, heiresses and successors who jointly inherited and became the joint owners of the said property left by their deceased mother Bipattarini Bhattacharya having undivided 1/4th share each.

AND WHEREAS since then the aforementioned owners Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya, Smt. Jaya Bhattacharya and Miss. Maya Bhattacharya while thus jointly seized and possessed of the said property one of the co-owners Miss. Maya Bhattacharya died intestate on 3rd day of June, 2009 as spinster leaving behind her surviving two own brothers Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya and only sister Smt. Jaya Bhattacharya as her legal heirs, heiresses and successors under the Hindu Law of Succession.

AND WHEREAS after the demise of said Miss. Maya Bhattacharya her undivided 1/4th share of the said property left by her thus devolved upon her aforementioned legal heirs, heiresses and successors who jointly inherited and became the joint owners of the said inherited property left by their deceased sister Maya Bhattacharya having undivided 1/3rd share each.

AND WHEREAS since then the said owners Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya and Smt. Jaya Bhattacharya have been exercising all their right of ownership and possession over the said properties being known as Municipal Premises No. 32/1, K.P. Roy Lane and 32/1/1, K. P. Roy Lane, Kolkata 700 031, P. S. Garfa and are paying taxes regularly.

AND WHEREAS thereafter the said owners Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya and Smt. Jaya Bhattacharya while thus jointly seized and possessed of the said properties got their names jointly mutated in the records of The Kolkata Municipal Corporation in respect of the said properties being known as Municipal Premises No. 32/1, K.P. Roy Lane and 32/1/1, K. P. Roy Lane, Kolkata 700 031 respectively.

AND WHEREAS the aforementioned two properties being known as Municipal Premises No. 32/1, K.P. Roy Lane and 32/1/1, K. P. Roy Lane, Kolkata 700 031 are contiguous to each other and within the ownership of the same persons as such the said owners Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya and Smt. Jaya Bhattacharya amalgamated the said two properties into a single premises in the records of The Kolkata Municipal Corporation and sicne then the said properties altogether measuring 5 Cottahs 3 Chittaks 10 Square feet has since been numbered as Municipal Premises No. 32/1, K. P. Roy Lane, Kolkata- 700 031, P. S. Garfa and are paying taxes regularly.

AND WHEREAS by an Indenture of Deed of Conveyance made on 7th day of August, 2006 between Sri Gautam Chaudhuri, son of Late Santosh Kumar Chaudhuri and Smt. Sipra Chakrabarty, wife of Sri Srimanta Chakraborty collectively described therein as the vendors of the one part and Sri Alokesh Roy, son of Late Amiya Kumar Roy, described therein as the purchaser of the other part the said vendors jointly sold , transferred and conveyed all that piece and parcel of homestead land measuring 2 Cottahs 12 Chittaks 0 Square feet be the same a little more or less together" with structure standing thereon lying and situated at Mouza - Dhakuria, J. L. No. 18, in E/P No. 130, S.P. No. 384, in C.S. Plot No. 1557(P), P.S. formerly Kasba at present Garfa, now within the local limits of The Kolkata Municipal Corporation under Ward No. 92, being known as Municipal Premises No. 32B, K. P. Roy Lane, Kolkata - 700031, in the District of South 24-Parganas, in favour of the said purchaser for valuable consideration therein mentioned and the said Deed of Conveyance was registered on the even date in the office of the District Sub-Registrar at Alipore and recorded therein Book No. I, Volume No. 21, Pages 410 to 429, being No. 08418 for the year 2006 and delivered posession thereof.

AND WHEREAS since purchase the said owner Sri Alokesh Roy has been exercising all his right of ownership and possession over the said property got his name mutated in the records of The Kolkata Municipal Corporation in respect of the said property being known as Municipal Premises No. 32B, K.P. Roy Lane, Kolkata 700 031, P. S. formerly Kasba at present Garfa and is paying taxes regularly.

AND WHEREAS the aforementioned two properties were contiguous to each other agreegating 7 Cottahs 15 Chittaks 10 Square feet more or less belonging to the respective owners Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya, Smt. Jaya Bhattacharya and Sri Alokesh Roy.

AND WHEREAS the said owners Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya, Smt. Jaya Bhattacharya and Sri Alokesh Roy were keen to construct a residential building in the said two premises as joint owners for which they agreed to make an amalgamation of 50% of their respective land each by way of mutual exchange amongst themselves.

AND WHEREAS by an Indenture of Deed of Amalgamation made on 21st day of April, 2015 between Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya, both sons of Late Sibendra Nath Bhattacharya and Smt. Jaya Bhattacharya, wife of Late Manindra Bhattacharya alias Manish Bhattacharya and daughter of Late Sibendra Nath Bhattacharya collectively described therein as the First Party/Owners of the first part and Sri Alokesh Roy, son of Late Amiya Kumar Roy, described therein as the Second Party/ Owner of the second part the said owners for the purpose of amalgamation of their respective properties into a single plot of land they mutually exchanged, gifted, transferred and conveyed their respective undivided 50% share of land of Premises No. 32/1, K.P. Roy Lane, Kolkata-700 031, P.S. Garfa and Premises No. 32B, K. P, Roy Lane, Kolkata-700 031, P. S. Garfa, now within the local limits of The Kolkata Municipal Corporation under Ward No. 92, in the District of South 24 Parganas to each other and the said Deed of Amalgamation was registered in the office of the District Sub-Registrar-III at Alipore and recorded therein Book No. I, CD. Volume No. 7, pages 5551 to 5568, being No. 02959 for the year 2015.

AND WHEREAS by virtue of the aforemetnioned Deed of Amalgamation the said owners Sri Tarunendu Bhattacharya, Sri Tapan Jyoti Bhattacharya, Smt. Jaya Bhattacharya and Sri Alokesh Roy became the joint owners of the said amalgamated property altogether measuring 7 Cottahs 15 Chittaks 10 Square feet more or less got their names jointly mutated in the records of The Kolkata Municipal Corporation in respect of Contd......pg/8 the said amalgamated property which has since been renumbered as Municipal Premises No. 32/1, K. P. Roy Lane, Kolkata- 700 031, P. S. Garfa and are paying taxes regularly which is morefully and particularly mentioned and described in the first schedule hereunder written and hereinafter referred to as the "said property".

AND WHEREAS the owners have approached the Developer herein with the proposal to construct a ground plus four storied building (partly ground floor and entire 1st floor as commercial space) and with a lift for residential purpose comprising of several self contained flats, car parking spaces at the ground floor and commercial spaces or any other saleable space or spaces or portion thereof utilising the maximum F.A.R. for mutual profits, interest and benefits on or over the said property morefully and particularly mentioned and described in the First Schedule hereunder written on the terms and conditions which have been mutually discussed and settled by and between the parties hereto.

AND WHERAS the owners have specifically represented to the Developer that they are the joint owners of the property morefully and particularly mentioned and described in the First Schedule hereunder written which representation the Developer has himself verified/ searched with all papers to his satisfaction to believe that the owners are jointly seized and possessed of or well and sufficiently entitled to the said premises in its entirety as the owners thereof and that they have full right and absolute authority of alienation or transfer of the same or any portion thereof without any let, hindrance, claim, question or demand being raised by any body in this behalf and have also declare and confirm that they have not yet executed any sort of instrument like Sale, Lease, Gift, Mortgage, Charge or Agreement for Sale, Tenancy and Development Agreement in respect of the said property or any part or portion thereof with any body /bodies, person/persons, concern/concerns, company/ companies and authority/authorities.

AND WHEREAS it has been agreed by and between the parties hereto that the Developer shall develop and/or cause to be developed the said premises in the manner as has been agreed upon by and between the parties hereto and as hereinafter provided. Contd......pg/9

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

ARTICLE - 1 : DEFINITIONS

- 1. OWNERS shall mean (1) SRI TARUNENDU BHATTACHARYA, son of Late Sibendra Nath Bhattacharya, (PAN No. ACZPB7079D), by Nationality-Indian, by faith-Hindu, by occupation- Retired service holder, residing at 32/1. K.P.Roy Lane, Kolkata-700 031, P.S. Garfa (2) SRI TAPAN JYOTI BHATTACHARYA, son of Late Sibendra Nath Bhattacharya, (PAN No. AAAPB8557F), by Nationality-Indian, by faith-Hindu, by occupation-Retired service holder/consultant, having his residence at 32/1, K. P. Roy Lane, Kolkata -700 031, P.S. Garfa and presently residing at B-13, Jalvidyut Apartment, Sector-21C, Faridabad, Haryana, Pin-121001, (3) SMT. JAYA BHATTACHARYA, Wife of Late Manindra Bhattacharya alias Manish Bhattacharya and daughter of Late Sibendra Nath Bhattacharya, (PAN No. BBQPB5254D), by Nationality-Indian, by by occupation-Housewife, residing at faith-Hindu, "Bipasha Apartment" Flat No. G'4/1, C.I.T. Scheme, 143, Shankar Ghosh Road Extension, P.O. Alipore, Kolkata-700 027, P. S. Chetla and (4) SRI ALOKESH ROY, son of Late Amiya Kumar Roy, (PAN No. AEKPR8370N), by Nationality - Indian, by faith-Hindu, by occupation-Business, residing at 1/40, Sahid Nagar, Kolkata-700 031, P.S. Garfa, all within the District of South 24-Parganas.
- DEVELOPER shall mean M/S. RAJ CONSTRUCTION, (License No. 409200001170), a sole proprietorship firm having its office at 1/40, Sahid Nagar, Kolkata-700 031, P.O. Dhakuria, P.S. Garfa, in the District of South 24-Parganas represented by its sole proprietor SRI ALOKESH ROY, son of Late Amiya Kumar Roy, (PAN No. AEKPR8370N), by Nationality - Indian, by faith-Hindu, by occupation-Business, residing at 1/40, Sahid Nagar, Kolkata-700 031, P. O. Dhakuria, P.S. Garfa, in the District of South 24-Parganas

- TITLE DEED shall mean all deeds, documents, papers and writings regarding title of the said property.
- 4. PROPERTY (PREMISES) shall mean all that piece and parcel of homestead land measuring 7 Cottahs 15 Chittaks 10 Square feet be the same a little more or less together with building standing thereon now within the local limits of The Kolkata Municipal Corporation under Ward No. 92, being known as Municipal Premises No.32/1, K. P. Roy Lane, Kolkata - 700031, P. S. Garfa, in the District of South 24–Parganas, which is morefully and particularly mentioned and described in the First Schedule hereunder written.
- 5. BUILDING shall mean ground plus four storied building only to be constructed on the said piece and parcel of land mentioned above in accordance with the building plan or revised thereof to be sanctioned by The Kolkata Municipal Corporation and shall include the car parking and other spaces intended for the enjoyment of the building by its occupants.
- 6. COMMON FACILITIES AND AMENTITES shall mean and include corridors, landings, stair ways, roof, lift, lift machine room, shafts, drains, septic tank, overhead water tank and semi-underground water reservoir, pump and motor, Meter board and other space or spaces and facilities whatsoever required for the egress, ingress of the building along with the easement attached thereto or which may be mutually agreed upon between the parties or whatsoever required for the establishment, location, enjoyment, provisions, maintenance and / or management of the building and /or common facilities or any of them there as the case may be referred to Fifth Schedule hereunder written.
- 7. SALEABLE SPACE shall mean flat or flats, apartment or apartments, commercial space, car parking space or any other space or spaces or portion thereof for residential and commercial purposes and for exclusive use of the respective owners in the building available for independent use and occupation excepting what is due to the owners Conitd......pg/11

and after making due provisions for common facilities and the other space required therefor.

OWNER'S ALLOCATION shall mean three numbers of self contained 8. three bed rooms flat out of which one flat on the second floor South-East side measuring built up area about 885 square feet more or less consisting of 3(three) bed rooms, 1(one) Drawing-cum-dining room, 1(one) kitchen, 2(two) toilets and 1(one) balcony along with one covered car parking space measuring 120 square feet more or less at suitable location on the ground floor including proportionate share in the common facilities, utilities and amenities of the proposed ground plus four storied building to the owner No.1 only as per K. M. C. sanction, another flat on the third floor North side measuring built up area about 885 square feet more or less consisting of 3(three) bed rooms, 1(one) Drawing-cum-dining room, 1(one) kitchen, 2(two) toilets and 1(one) balcony along with one covered car parking space measuring 120 square feet more or less at suitable location on the ground floor including proportionate share in the common facilities,utilities and amenities of the proposed ground plus four storied building to the owner No.2 only as per K. M. C. sanction and another one flat on the second floor North side measuring built up area about 885 square feet more or less consisting of 3(three) bed rooms, 1(one) Drawing-cum-dining room, 1(one) kitchen, 2(two) toilets and 1(one) balcony along with one covered car parking space measuring 120 square feet more or less at suitable location on the ground floor including proportionate share in the common facilities, utilities and amenities of the proposed ground plus four storied building to the owner No.3 only as per K. M. C. sanction to be erected thereon also together with common rights, facilities and amenities appurtenant thereto being Premises No.32/1, K.P.Roy Lane, Kolkata-700 031, P.S. Garfa, together with undivided, proportionate, impartible and indivisible share or interest in land where the said building is situated to all the owner Nos. 1,2 & 3 along with monetary consideration of Rs. 6,00,000/- (Rupees six lacs) only to owner Nos.1,2& 3 only out of

which Rs. 90,000/- (Rupees ninety thousand) only has been paid on 21/04/2015 and remaining balance of Rs. 5,10,000/- (Rupees five lacs ten thousand) only will be paid to owners No.1, 2 and 3 only at the time of delivery of possession of the owners allocation as per the terms and conditions of these presents as fully and particularly set out in the Second Schedule hereunder written.

- 9. DEVELOPER'S ALLOCATION shall mean the remaining constructed area of the flats on all floor, car parking space on the ground floor and entire commercial space partly on the ground floor and entire first floor in the proposed ground plus four storied building to be constructed at the said premises after allocation to the owners including proportionate share in the common facilities, utilities and amenities on pro-rata basis as fully and particularly set out in the Third Schedule hereunder written.
- 10. ARCHITECT shall mean the qualified person or persons having experience in civil construction and duly registered with The Kolkata Municipal Corporation and all other statutory authorities required under the prevailing laws as may be appointed by the Developer for designing and planning of the proposed ground plus four storied building to be constructed on the said land.
- 11. BUILDING PLAN shall mean plan or plans or revise thereof prepared by the Architect for the construction of the building to be sanctioned by The Kolkata Municipal Corporation and /or any other competent Authority or Authorities as the case may be for construction of building on the said premises and shall include any amendment thereto and /or modification thereof.
- 12. TRANSFER shall mean with its grammatical variations include Transfer of Possession and Transfer of Title or by any other means adopted for effecting what is understood as Transfer of Space to the Transferees thereof.
- TRANSFEREE shall mean a person, firm, limited company, Association of persons to whom any saleable space in the building has been transferred under law. Contd......pg/13

- 14. FORCE MAJUERE shall mean flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock-out, labour unrest and /or any other acts or commission beyond the control of parties hereto affected thereby and also non-availability of essential materials like cement, steel, etc.
- FLOOR AREA RATIO: shall mean the total area on all floors divided by the area of the plot.
- 16. SPECIFICATIONS : shall mean first class and ISI standard materials for construction and completion of the building morefully described in the Fourth Schedule hereunder written.
 - CARPET AREA : shall mean the floor area of the usable rooms at any floor level(IS-3861-2002).
 - BUILT-UP AREA : shall mean carpet area including walls, stair case, stair case passage and Lift.
 - 19. COST OF COMMON FACILITIES/MAINTENANCE :shall mean and include the cost of operating and maintaining as and when required, the common facilities after completion of the building and shall include taxes, charges, salaries, premium and other expenses payable in respect thereof or incidential thereto to be shared proportionately by the flat/unit owners of the building.
 - 20. Words importing singular shall include plural and vice-versa.

ARTICLE – II; TITLE AND INDEMNITY

- The owners declare that they are the sole and absolute joint owners of the property and lawfully entitled to the same and no dispute or any suits, actions or legal proceedings is pending in respect of the said property or any Part or portion thereof and have good and absolute right, title, interest and possession of the said premises to enter into this agreement with the Developer.
- 2. The owners hereby declares that the said premises is free from all and

any manner of lispendens, charges, liens claims, encumbrances attachments, trusts, acquisition, requisition or mortgages whatsoever and the owners hereby agreed to indemnify and keep the Developer indemnified from and against any and all actions, charges, liens, claims, encumbrances and mortgages.

3. The owners hereby also undertake that the Developer shall be entitled to construct the building on the said land as agreed by and between the parties hereto according to the sanctioned building plans or revised plan if any.

ARTICLE - III ; DEVELOPMENT RIGHTS

- The owners grants exclusive right to the Developer to develop the said land in such manner as the Developer deems fit in accordance with the provisions herein contained.
- 2. The owners shall at the costs of the Developer from time to time and at any time submit and/or join with the Developer as the owners of the said land in submitting the building plan, applications, forms, petitions and writings to the appropriate authority for sanction and /or materials and other wise as may or shall be required for the construction of the building on the said land. The Developer shall cause to be made which shall be required by the Government or any authority as aforesaid. It is clearly mentioned here that the Developer shall submit building plan for sanction before the Calcutta Municipal Corporation.
- The owners and Developer shall take all such permission, sanction and approval in compliance with the prevailing laws as are legally required for the purpose of developing the said land.
- 4. All applications, plans and other papers and documents referred to above shall be prepared by the Developer at his own costs and submitted by or in the name of the owners and the Developer shall pay and bear all submission and other fees, charges and expenses

required to be paid or deposited for sanction of the building plan for the building or otherwise to obtain sanction for the construction of the building thereon.

5. The Developer shall render the owners all reasonable assistance necessary to apply for and / or to obtain all sanctions, permissions, clearances and approvals in terms thereof and shall have the discretion to submit the applications, plan and other papers and documents or any of them and /or to do any other act deed matter and things envisaged therein as Agent for and /or on behalf of or in the name and with the concerned authorities or bodies any refunds or other payments or deposits made by the Developer for which purpose the owners shall grant the Developer necessary power and authorities to sign make file amend withdraw and /or to follow up the same and/or to do all other acts, deeds, matters and things necessary to obtain requisite sanctions permission clearances and approvals as aforesaid.

6. The Developer shall exclusively be entitled to receive, realize and appropriate the sale proceeds and/or the construction cost with regard to the Developer's allocation which the Developer become entitled to receive from the intending purchaser or purchasers of flats and other saleable space or space in, the said proposed building.

ARTICLE - IV : CONSIDERATION

In consideration of the owners have agreed to grant to the Developer the exclusive right to Develop and/or construction of the proposed building in the manner hereinbefore mentioned the developer shall allot in favour of the owners three numbers of self contained three bed rooms flat out of which one flat on the second floor South-East side measuring built up area about 885 square feet more or less consisting of 3(three) bed rooms, 1(one) Drawing-cum-dining room, 1(one) kitchen, 2(two) toilets and 1(one) balcony along with one covered car parking space measuring 120 square feet more or less at suitable location on the ground floor including Contd......pg/16

proportionate share in the common facilities, utilities and amenities of the proposed ground plus four storied building to owner No. 1 only as per K. M. C. sanction, another flat on the third floor North side measuring built up area about 885 square feet more or less consisting of 3(three) bed rooms, 1(one) Drawing-cum-dining room, 1(one) kitchen, 2(two) toilets and 1(one) balcony along with one covered car parking space measuring 120 square feet more or less at suitable location on the ground floor including proportionate share in the common facilities, utilities and amenities of the proposed ground plus four storied building to owner No.2 only as per K. M. C. sanction and another one flat on the second floor North side measuring built up area about 885 square feet more or less consisting of 3 (three) bed rooms, 1(one) Drawing-cum-dining room, 1(one) kitchen, 2(two) toilets and 1(one) balcony along with one covered car parking space measuring 120 square feet more or less at suitable location on the ground floor including proportionate share in the common facilities, utilities and amenities of the proposed ground plus four storied building to owner No.3 only as per K. M. C. sanction to be erected thereon also together with common rights, facilities and amenities appurtenant thereto being Premises No.32/1, K.P.Roy Lane, Kolkata-700 031, P.S. Garfa, together with undivided, proportionate, impartible and indivisible share or interest in land where the said building is situated to all owner Nos 1,2 and 3 along with monetary consideration of Rs. 6,00,000/- (Rupees six lacs) only to owner Nos. 1,2 & 3 only out of which Rs. 90,000/- (Rupees ninety thousand) only has been paid on 21/04/2015 and remaining balance of Rs. 5,10,000/-(Rupees five lacs ten thousand) only will be paid to owners No.1, 2 and 3 only at the time of delivery of possession of the owners allocation as per the terms and conditions of these presents as fully and particularly set out in the Second Schedule hereunder written as per K. M. C. sanction to be errected thereon towards the full and final consideration against the said land.

ARTICLE - V : BUILDING

 The Developer shall at his own costs or by raising funds from the prospective transferees out of Developer's allocation or in the Contd. pg/17 manner he consider necessary for which it is hereby agreed between the parties hereto that the Developer shall be at liberty to invite applications from the prospective transferees for transfer out of the total built up area excepting the owner's portion in the building to be constructed on the land comprised in the said premises in accordance with the plan approved by the architect and to be sanctioned by The Kolkata Municipal Corporation or revised thereof with good materials as are necessary for such construction and specifications must not be below as mentioned in the Fourth Schedule hereunder written and also in good workman like manner within a period of 36(thirty six) months from the date of obtaining sanctioned building plan of the property and such period may be extended mutually in an exceptional and unavoidable condition for the Developer.

- 2. The Developer shall also install and provide in the said building at his own costs the pumps, water storage tanks, overhead reservoirs, septic tanks, inside electrifications, lift for use of residential flats only capacity of 5 persons and /or other facilities required to be provided in the building in terms of the sanctioned plan or under any applicable statutory bye-laws or regulations relating to the construction of the building on the said land and specifications as mentioned in the Fourth Schedule hereunder written.
- 3. The owners shall be exclusively entitled to transfer or otherwise deal with or dispose of only the owners allocation in the building and the common allocated area of the property together with proportionate share or interest in land where the building is situated without any interference of the developer and others.
- 4. The Developer shall be exclusively entitled to the Developer's allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the owners and the owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Contd......pg/18

- 5. In so far as all necessary dealings by the Developer in respect of the building shall be in the name of the owners for which purpose the owners undertake to give the Developer Power of Attorney in a form and manner reasonably required by the Developer. It is however understood that such dealings shall not in any manner fasten or create any financial liability upon the owners.
- 6. The Developer shall be authorised in the name of the owners in so far as it is necessary to apply for and obtain quotas, entitlements and other allocations or for cement, steel, entitlements and other allocations or for cement steel, bricks and other building materials allocable to the owners for the construction of the building and to similarly apply for and obtain temporary connections of water, electricity, power and permanent drainage and sewerage connection to the newly built up building and other inputs and facilities required for the construction or enjoyment of the building for which purpose the owners shall execute in favour of the Developer Power of Attorney and other authorities as shall be required by the Developer, for which the owners shall not be liable in any manner whatsoever .
- 7. The Developer shall at his own costs and expenses and without creating any financial or other liability on the owners construct and complete the said new building and various units and/or apartments therein accordance with the sanctioned building plan and any amendment thereto or modification thereof made or cause to be made by the Developer.
- All costs charges and expenses including Architects Fees shall be discharged and paid by the Developer and the owners shall bear no responsibility in this context.

ARTICLE - VI : AUTHORITY

 The Developer shall be entitled to transfer or otherwise deal within the flat/ flats and / or apartment/ apartments and /or any other saleable space or spaces of the building including proportionate share of land Contd......pg/19 flat/ flats and / or apartment/ apartments and /or any other saleable space or spaces of the building including proportionate share of land along with right to use the common areas and facilities to be transferred to the prospective transferees from the Developer's allocation.

- In so far as necessary all dealings by the Developer in respect of the 2. said building in relation to these presents shall be in the name of the owners for which the owners hereby irrevocably nominate, constitute and appoint the Developer to do, execute, perform and exercise all acts and things necessary for the implementation of this agreement including the authorities to cause to be prepared to sign letters, correspondences and to apply to the authorities, to sign and execute all applications to the Government Department and/or authority, to appoint Architects, Engineers and other persons to construct the building as per sanction if the authority to enter into and sign agreement for sale and to sign sale deeds, conveyances in favour of the prospective transferees to make affidavits and declaration to apply for allotment of Cement , Iron and steel and other materials, to apply for electric connection, sewerage and draingage to apply for and obtain refund of any amount receivable from the authorities in respect of the said premises; to make payment of all taxes, rates, impositions in respect of the said premises, to commence proceeding to settle any suit or proceedings, to sign plaints, verification, written statements, petition, to sworn affidavit, to appear in any Court of Law, to give evidence and to arrange or substitute with all or any of the powers.
- 3. It is distinctly stipulated and agreed that the Developer shall have no authority to negotiate for and /or sale flat/flats or apartment/ apartments and /or any other saleable space or spaces or any portion of the owners allocations in the said building including proportionate share of land along with right to use the common areas and facilities which the Developer agreed to make delivery of possession to the owners as consideration of the said land.

ARITCLE – VII - DEVELOPER'S LIABILITY & INDEMNITY

- The Developer hereby undertakes that save and except the construction as per agreement and he shall not be entitled to create any possessory right over the said property. It is hereby further undertakes by the developer that he shall not be entitled to use the said property for any purpose other than the purpose of costruction.
- 2. That the Developer shall act as an independent contractor in the matter of construction of the building and also undertakes to keep the owners indemnified from all third party claims or compensation and action arising out of any act or relating to the construction of the proposed building to be constructed on the said land of the owners.
- 3. It is hereby agreed by and between the parties that the Developer shall complete the building in all respects as per specification attached herewith and shall deliver possession of owner's allocation to the owners within 36 (thirty six) months from the date of obtaining sanctioned building plan from The Kolkata Municipal Corporation.
- 4. It is hereby further agreed by and between the parties that the said period only may be extended in case of natural calamity such as floods, earth-quake, riot, shortage of raw materials in the open market and other unavoidable circumstances. In that event the said restrictions period shall be extended for a peirod of 6 (six) months and after expiry of the said restriction period if the developer fails and /or neglects to deliver possession of the owner's allocation as mentioned hereinabove, he shall be liable to pay the compensation of Rs.3,000/- (Rupees three thousand) only per month to the owners No.1,2 and 3 only till giving possession of the owners allocation.

ARTICLE – VIII : COMMON FACILITIES

 The Developer shall pay and bear all ground rent, other dues and outgoings in respect of the said premises accuring due as and from the date on which the Developer will get the vacant possession thereof. 2. After completion of the owner's allocated portion of the said building the Developer shall give notice in writing to the owners requiring the owners to take possession of the owner's allocation in the said building agreed to be provided as consideration of the land as per terms of this agreement and accordingly the Developer shall shift the owners to the flats allotted to them at the Developer's cost and from the date of complete shifting to allotted flats and at all times thereafter the owners shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties, maintenance charges, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said Rates") payable in respect of the owner's allocation, and the said rates are to be apportioned pro-rata basis with reference to the saleable space in the building.

3. The owners and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned Authorities or to the other authorities or to the Developer or otherwise as specified by the Developer and shall keep the Developer or other authorities in this regard indemnify against all claims, actions, demands and costs, charges, expenses against all proceedings whatsoever directly or indirectly, instituted against or suffered or incurred by the Developer or such authorities or paid by either of them to it as the case may be consequent upon default by the owners or the Developer in this behalf.

ARTICLE - IX : OWNER'S OBLIGATIONS

1. The owners doth hereby agree and covenant with the Developer not to do any act, deed or things whereby the Developer may be prevented from selling, assigning and/or disposing of the flat/flats or apartment / apartments and/or any other saleable space or spaces of the Developer's allocation or any portion thereof in the said building of the said premises of the Developer's allocation

- 2. The owners or any person or persons claiming through shall not in any way cause any interference or obstruction whereby the Developer or any person or persons claiming through him shall in any manner be prevented or obstructed from constructing and erecting the said building on the said land in the said premises as per terms of this agreement.
- 3. The owners doth hereby agree and covenant with the Developer not to let out, grant lease, mortgage and /or charge the said premises of any portion thereof without the previous consent in writing of the Developer during construction of the said five storied (ground plus four storied) building.

ARTICLES - X : DEVELOPER'S OBLIGATION

- The Developer hereby agrees and covenant with the owners to complete the construction of the said building in terms of this Agreement and in accordance with sanctioned plan or revised thereof within 36 (thirty six) months from the date of obtaining sanctioned building pain in respect of the said property from The Kolkata Municipal Corporation unless prevented by any circumstances beyond the control or by force majuere.
- Plan should be developed by the achitect of developer. The developer on behalf of owners only submits the plan to appropriate authority. Copy of the approved plan shall be given to the owners.
- 3. The developer shall not commence any work of development on the said property, unless the no-objection and/or commencement certificate is issued by the various State Government/The Kolkata Municipal Corporation Authority in favour of the owners, and the said premises are not affected by provisions of the Urban Land (Ceiling and Regulations) Act, 1976 or any other statutory body and there is no legal bar for development and construction of a new multistoried building on the said premises.

 The Developer hereby agreed and covenants with the owners not to violate, contravene or deviate any of the provisions or Rules applicable for construction of the said building.

5. The Developer hereby agreed and covenants with the owners not to do any act, deed or thing whereby the owners are prevented from enjoying, selling, assigning and /or disposing of the owners allocation or any portion thereof of the said building in the said premises.

- 6. The developer at his own cost have taken or shall take steps to prepare plans/structural drawings for construction of the new Building or Buildings on the said premises ensuring the soil characteristics of the premises, for the existing pond/water body adjoining to the said premises, according to the Building Rules of The Kolkata Municipal Corporation, and to get the said plans approved and thereafter construct new building or buildings in accordance with the sanctioned plan.
- 7. The developer at his own cost have taken or shall take steps to submit and resubmit all further plan(s) with modification and/or file applications and other documents or papers and to do all further acts deeds matters and things as may be required by the Developer to obtain permission in respect of the construction of building, clearance of building plans or otherwise relevant for the purpose from the appropriate government department and/or authorities concerned.
- 8. The developer at his own cost have taken or shall take steps to do all such other acts deeds and things as may be necessary for construction of the said Premises and for such purpose to appoint necessary Architects and Professionals.
- To construct the Buildings in accordance with the sanctioned plans and to take all precaution, safety, insurance and follow the norms prescribed

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by The Kolkata Municipal corporation and other authorities and under the National Building Code and to comply with and/or take necessary permission as required under any law for the time being in force.

10. The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connection of water, electricity, drainage and sewerage during construction. The cost of such expense shall be borne by the developer. Disposal of rubbles/debris/dismantling materials etc during construction shall be disposed by the developer at his cost.

ARTICLE - XI : MISCELLANEOUS

- 1. That before demolition of the exixting building and structure standing thereon one of the owners Sri Tarunendu Bhattacharya at present residing in the said premises will be shifted temporarily in rented accommodation not less than 2 BHK self contained flat in the vicinity of present residence acceptable to the owner and the monthly rent for the said rented accommodation will be borne by the developer till giving possession in the newly built up building including shifting charges and cost. The entire process of shifting the owners to the temporary accomodation and shifting back to the new flats allotted to the owners will be effected and carried out by the developer.
- 2. That on demolition of the existing building standing thereon the developer will be at liberty to sell the said old building materials and the sale proceeds thereon will be exclusively retained by the developer and the owners shall not claim the said sale proceeds from the developer in future.
- 3. The owners and the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of force majuere with a view to obligation of the party affected by the force majeure shall suspended during the duration of the period of force majeure exists.

- It is understood that from time to time to facilitate the uninterrupted construction of the building by the Developer, various acts, deeds, matters and things not herein specified may be required to be done by the Developer for which the Developer may require the authority of the owners and various applications and other documents may be required to be signed or made by the owners relating to which specific provisions may not have been mentioned herein the owners hereby undertake to do all such acts, deeds, matters and things if the same do not in any way infringe and or affect the rights of the owners in respect of the said plot and/or go against the spirit of these presents.
- 5. If at any time the owners shall be held liable for the wealth Tax and / or Income Tax and /or any other rates, taxes, impositions and outgoings in respect of the Developer's allocation then and in that event the Developer shall indemnify and keep the owners indemnified from all such rates, taxes, impositions and outgoings and /or in all actions, claims costs and/or proceedings in respect thereof.
- 6. Any notice required to be given by the Developer shall without prejudice to any other mode of service be deemed to have been served on the owners or if delivered by hand (acknowledgement is required) or sent by prepaid Registered post to the owners and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by prepaid Registered post to the office of the Developer.
- 7. The Developer, the owners and purchasers of flats shall mutually frame scheme and form Association/Society for the management and administration of the said building or buildings and /or common parts thereof. The owners, developer and purchaser/transferees hereby agree to abide by all the Rules and Regulations to be framed by any Society / Association / Holding Association and / or any other organization who will be in charge of such management of the affairs of the Building or Buildings and /or common parts thereof and the parties hereto hereby give their consent to abide by such Rules and

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- The name of the Building will be selected by the Developer and the owners jointly.
- 9. Nothing in these presents shall be construed a demise or assignment or conveyance in law of the owner's allocation in the said building on the plot or as part of the Developer or as creating any right title or interest in respect thereof in the Developer other than an exclusive license to the Developer to commercially exploit the same in terms hereof.
- 10. Developer shall make arrangement of car parking area in the covered parking space area as well as open to sky parking area on the ground floor subject to availability of each car parking space as per standard parking area. While providing open to sky car parking space in the ground floor, developer must ensure free passage without disturbing the free ingress and egrees to the said common area for which the owners render their no-objection.
- 11. That in the final measurement of the flats of the owners allocation of the building if it is found that the area of the flat is lesser than the agreed area then the Developer shall pay the monetary consideration to the owners for such lesser area on the contrary if it is found that the flat area is bigger than the agreed area then the owners shall pay the monetary consideration to the Developer for such bigger area at the prevailing market rate.
- 12. After completion of the construction of the Building the owners shall at the request of the Developer execute and register appropriate transfer deeds / conveyances of the developer's allocation along with proportionate share of land in favour of the Developer or his nominee and / or the Transferee or Transferees. The stamp duty including the registration charges and all other legal expenses payable for the transfer shall be borne by the transferee or transferees.

ARTICLE – XII : FORCE MAJEURE

 Force majeure shall mean flood, earth-quake, riot, war, storm, tempest, civil commotion, strike, lockout unrest and /or any othe acts or commission beyond the control of the parties hereto effected thereby and also non-availability of essential materials like cement, steel, etc.

- 2. The parties hereto shall not be considered to be liable for any obligation hereabove to the extent that the performance of the relative obligations prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the period of this "Force Majeure".
- 3. If the construction and /or completion of the building is delayed from any willful act on the part of the Developer then in that event the Developer shall be liable to pay such loss or damages to the owners No.1,2 and 3 only Rs 1,000/-(Rupees one thousand) only per month to each of the owners with the expiry of the said 36(thirty six) months from the date of obtaining sanctioned building plan in respect of the said property from The Kolkata Municipal Corporation.
- 4. In the event of the owners committing breach of any of the terms and conditions herein contained or delayed in delivery of possession of the said premises as hereinbefore stated the developer shall be entitled to and the owners shall be liable, to pay such losses and compensations as shall be settled between the parties PROVIDED HOWEVER if such delay shall continue for a period of six months then and in that event in addition to any other right which the Developer may have against the owners the Developer shall be entitled to sue the owners for specific performance of this Agreement or to rescind or cancel this agreement and claim refund of all the monies paid and/or incurred by the Developer may suffer.

ARTICLE - XIII- JURISDICTION

 The Learned Court/Courts having territorial jurisdiction over the said property shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents by and between the parties hereto.

ARTICLE- XIV : COMMON RESTRICTION

- The Owners' allocation and Developer's allocation in the building shall be subject to the same restrictions on transfer and use as are applicable to the Developer's Allocation in the building intended for the common benefit of all occupiers in the building.
- 2. No Transferee / Occupant of the apartment / spaces in the New Building (Units) shall use or permit to be used their Units or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building.
- 3. No Transferee / occupant of the New building shall demolish or permit demolition of any wall or other structure in their respective Units or any portions, major or minor, which will change the nature and character of the building. However, internal modification within the Unit without creating any effect on the structure of the New Building or the common portions can be made by the respective Transferee /Occupant subject to the compliance of all existing Rules including the Building Rules of the concerned authority. No Transferee / Occupant of the new Building shall alter the outer elevation of any Unit.
- 4. That all the transferee/ occupants of the new building shall abide by all laws, bye laws, rules and regulation of the government and local bodies 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.

5. That all the transferee/ occupants of the New building shall keep their interior walls, sewers drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective Units in good working condition and repair and in particular so as not to cause any damage to the New Building or any other space or accommodation therein and shall keep the other occupiers of the New Building indemnified from and against the consequences of any breach.

- 6. If any damage of the roof and wall of particular flat/unit has been occurred due to sewers, drains, pipes and other fittings and fixtures of just top floor or due to adjoining floor having common wall, the repair must be done within one week by the occupant of the top floor /adjoining floor to the said particular effected accommodation.
- 7. No occupant/transferee of the premises shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the New Building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the new building.
- 8. No occupant/transferee of the premises. shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be throw or accumulated in or around the New Building or in the compound, corridors or any other portions of the New Building.

THE FIRST SCHEDULE ABOVE REFERED TO :

ALL THAT piece and parcel of homestead land measuring 7 Cottahs 15 Chittaks 10 Square feet be the same a little more or less. lying and Contd......pg/30 situated at Mouza - Dhakuria, J. L. No. 18, in E. P. No. 130, S. P. No. 384, in C. S. Plot No. 1557(P), District Collectorate Touzi No.230/233, R.S. No. 5, Pargana Khaspur, appertaining to R. S. Khatian No. 105, comprising part of R. S. Dag No. 1557, P.S. Garfa, Sub-Registration office at Sealdah, now within the local limits of The Kolkata Municipal Corporation under Ward No. 92, being known as Municipal Premises No. 32/1, K. P. Roy Lane, Kolkata - 700031, in the District of formerly 24 Parganas at present South 24-Parganas, together with all right of easement belonging and appurtenant thereto which is butted and bounded in the manner following :

On the North : By Prince Anwar Shah Road Connector;

On the South : By 6'-0" wide Road ;

On the East : By 7'-6" wide Road ;

On the West : By 3'-7" wide Road and partly Colony Boundary.

THE SECOND SCHEDULE ABOVE REFERRED TO :

(Owner's allocation)

The owners will be allotted three numbers of self contained three bed rooms flat out of which one flat on the second floor South-East side measuring built up area about 885 square feet more or less consisting of 3(three) bed rooms, 1(one) Drawing-cum-dining room, 1(one) kitchen, 2(two) toilets and 1(one) balcony along with one covered car parking space measuring 120 square feet more or less at suitable location on the ground floor including proportionate share in the common facilities, utilities and amenities of the proposed ground plus four storied building to owner No. 1 only as per K. M. C. sanction, another flat on the third floor floor North side measuring built up area about 885 square feet more or less consisting of 3(three) bed rooms, 1(one) Drawing-cum-dining room, 1(one) kitchen, 2(two) toilets and 1(one) balcony along with one covered car parking space measuring 120 square feet more or less at suitable location on the ground floor including proportionate share in the common facilities, utilities and amenities of the proposed ground plus four storied building to owner No.2 only as per K. M. C. sanction and another one flat on the second floor Contd.....pg/31

North side measuring built up area about 885 square feet more or less consisting of 3 (three) bed rooms, 1(one) Drawing-cum-dining room, 1(one) kitchen, 2 (two) toilets and 1(one) balcony along with one covered car parking space measuring 120 square feet more or less at suitable location on the ground floor including proportionate share in the common facilities, utilities and amenities of the proposed ground plus four storied building to owner No. 3 only as per K. M. C. sanction to be erected thereon also together with common rights, facilities and amenities appurtenant thereto being Premises No. 32/1, K.P.Roy Lane, Kolkata-700 031, P.S. Garfa, together with undivided, proportionate, impartible and indivisible share or interest in land where the said building is situated to all the owner Nos 1,2 & 3 along with monetary consideration of Rs. 6,00,000/- (Rupees six lacs) only to owner Nos 1,2 & 3 out of which Rs. 90,000/- (Rupees ninety thousand) only has been paid on 21/04/2015 and remaining balance of Rs. 5,10,000/- (Rupees five lacs ten thousand) only will be paid to owner Nos.1, 2 and 3 only at the time of delivery of possession of the owners allocation as per the terms and conditions of these presents complete in all respect to be erected and/or constructed as per building plan to be sanctioned by The Kolkata Municipal Corporation together with proportionate right of all common amenities, facilities, utilities and benefits inclusive of roof of the said building which is to be used as common between all the co-owners of the building particularly fit for human habitation and shall be made in accordance with the specification as mentioned and detailed in the Fourth Schedule hereunder written including proportionate impartible share or interest in the land of the said premises.

THE THIRD SCHEDULE ABOVE REFERRED TO :

(Developer's Allocation)

The developer will get remaining constructed area of the flat on all floors, entire commercial space partly on the ground floor and entire first floor and the rest car parking spaces on the ground floor of the proposed ground plus four storied building complete in all respect to be erected and/ or constructed thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation together with undivided Contd......pg/32 proportionate impartible share or interest in the land of the said premises being Premises No.32/1, K.P.Roy Lane, Kolkata-700 031, P.S.Garfa, along with right of all facilities, utilities and benefits inclusive of the roof of the said building which is to be used in common between all the co-owners, particularly fit for human habitation and shall be made in accordance with the specifications as mentioned and detailed in the Fourth Schedule hereunder written.

THE FOURTH SCHEDULE ABOVE REFERRED (Specification)

R.C.C. frame structure work for ground plus four storied building. Brick Work :-

- a. 200 mm thick (8") brick work for periphery wall 1:6
- b. 125mm thick (5") brick work for unit partition wall 1:4 including H.B.Net after every 3rd layer.
- c. 75mm thick (3") brick work for inside partition wall 1:3 including H.B.Net after every 3rd layer.

Lintel, Chajja & Bacia :

- a. R.C.C. piece lintle over opening 1:2:4
- B. R.C.C. piece chajja 450mm/600mm (18"/24") wide for window opening 1:2:4
- c. R.C.C. decorative / plain facia 1:2:4.

Sand Mortar Plaster :

- a. 6mm/10mm thick plaster 1:4 for ceiling, chajja, facia etc.
- b. 12mm thick plaster 1:6 for internal surface.
- c. 19mm thick plaster 1:6 for external surface.

Coocking Platform :

Black Stone, R.C.C. cooking platform (450mm wide) with stainless steel sink including white glazed tiles 3' high fixing on platform side wall & 2 nos Big Cock with Pvc frame & Door.

Flooring work :

All flooring marble / vitrified tiles including 100mm/125mm high skirting & window seal for all rooms and staircase.

Dado for Bathroom :

300mm high marble floor and 5' high white glazed tiles work along with PVC frame & door, one commode set for bathroom & W.C, one basin with tap and one bib cock on ground, one overhead shower, one bip cock of each bath room. Western style toilet with hot and cold water Tap, shower and two towel rails.

Window :

Steel window with intergrated M. S. Grill including 3mm/4mm thick decorative glaze panes and stay, handle.

Door and Shutter :

- a. 100mm x 63mm (4" x 2.5") Section malayasia Sal wood door frame.
- b. 32mm thick flush door with both side commercial ply pheneol bonded shutter for all doors but excluding main door wooden including all fittings.

Painting :

- a. Plaster of paris for internal wall ceiling.
- b. Cement base paint for external surface.
- c. Synthetic enamel paint over steel and wood surface.
- d. Polish work for main door (wooden by Gama).

Electrical work :

Asperstandardrequirement

Water and Sanitary line : As per standard requirement.

Electrical : All material will be used in standard quality. All line will be concealed.

A. Drawing Room

Two fan points

4 Two tube light points

Two 5 Amps socket

One telephone point.

B. Dining Hall

- 1. One Freeze point.
- 2. Two light points

3. One fan point.

4. One 5 Amp Socket point

C. Bed Room.

1. One A/C point.(one bed room) only

2. Two light points for both side of wall

3. One fan point.

4. One TV point.

5. One 5 Amp socket.

One telephone parallel connection arrangement for hand set to master Bed Room.

D. Kitchen

1. One Micro wave point.(15 Amp)

2. One Chimney point (5Amp).

3. One Gyier-pomt(45-Amp)

4. One Mixy/Toaster point(5 Amp)

5. One light point each for both side of wall

6. One fan point.

7. One ventilation /Exhaust fan point.

E. Bath Room.

1. One Gyzer Point, (toilet only)

2. One Exhaust fan point

3. One light point.

4. One 5 Amp Socket.

F. 1 W. C.

1. one exhaust point

2. one hight point

3. one 5 amp socket

Arrangements for lighting in common area, roof area, Court yard, car parking and common lavatory on Ground Floor to be provided by developer as per equirement.

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THE FIFTH SCHEDULE (SCHEDULE -E) REFERRED TO ABOVE (Common Portions)

I. Areas :

a) Entrance and exits to the Premises and the NewBuilding.

b) Boundary walls and main gate of the Premises.

c) Staircase, stair head room and lobbies on all the floor of the NewBuilding.

d) Entrance lobby, electric/utility room, water pump room, generator room (if any).

e) Common installations on the roof.

f) Roof above the top floor of the NewBuilding.

g) Common lavatory at the ground floor.

h) Lift,

II. Water. Plumbing and Drainage :

a) Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or, exclusively for its use).

b) Water supply system.

c) Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any Unit/or exclusively for its use). Electric Installation :

a) Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).

b) Lighting of the Common Portions.

c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.

Others :

a) Such other parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the Units in common by the Co-Owners.

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

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PARTIES AT KOLKATA IN THE PRESENCE OF :-

WITNESSES:-

Seema Shattacharya 1. Danværstræde Battacharya 32/1 K. P. Ray lane Ohakuria Kal 700031. 3. Jaga Bhattacharya.

2. Bijg Howard 2573 K. p. Ry Lone Sahid may Shallena Kut-31

4. Aloxuh Roy.

SIGNATURE OF THE OWNERS

FOF RAL CONSTRUCTION Aloxun 20 Proprietor

SIGNATURE OF THE DEVELOPER

MEMO OF CONSIDERATION

Received from the within named Purchaser the sum of Rs. 90,000/- (Rupees ninety thousands) only as and by way of part consideration money as per denomination below :-

| 1. By Cash | Rs. 9,000/- |
|--|--------------|
| By Cheque No. 726603 dated 21/04/2015 for | Rs. 21,000/- |
| Issued in favour of Sri Tarunendu Bhattacharya | |
| 2. By Cash | Rs. 9,000/- |
| By Cheque No. 726604 dated 21/04/2015 for | Rs. 21,000/- |
| Issued in favour of Sri Tapan Jyoti Bhattacharya | |
| 3.By Cash | Rs. 9,000/- |
| By Cheque No. 726605 dated 21/04/2015 for | Rs. 21,000/- |
| Issued in favour of Smt. Jaya Bhattacharya | |
| above three cheques were drawn on Bank of | |
| India, Jodhpur Park Branch, Kolkata-700 068. | |
| (Rupees ninety thousands) only | Rs. 90,000/- |

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED OWNERS AT KOLKATA IN THE PRESENCE OF :-

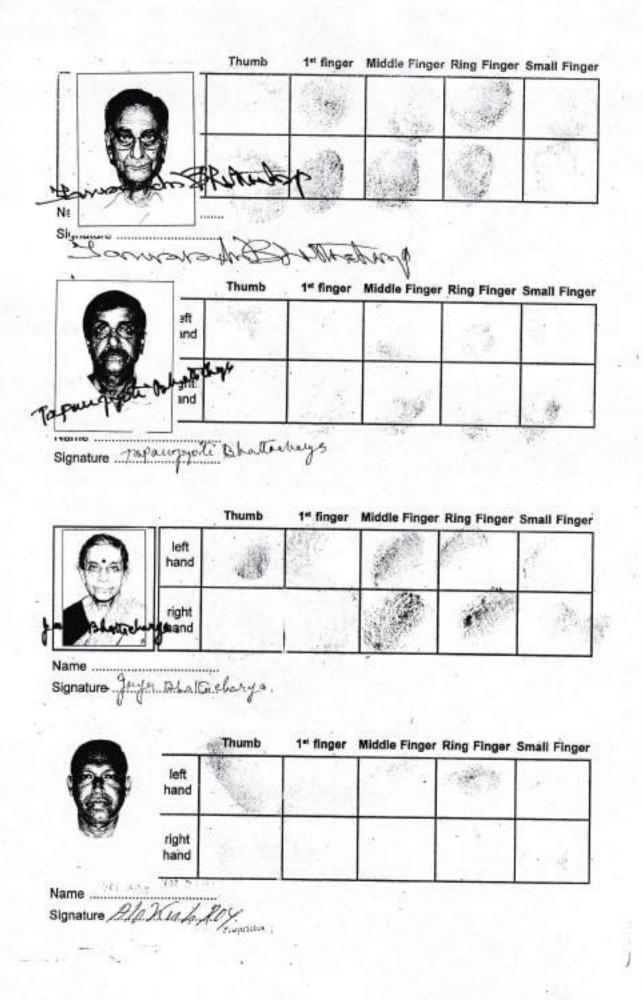
WITNESSES:-

1. Seena Bhatlacharya <u>Samoraln De Muston</u> Tapan goya Blattacharya goya Blattacharya.

2. Bujar Hazo-

DRAFTED BY : Subrata Kannakar. (SUBRATA KARMAKAR) ADVOCATE JUDGES' COURT, ALIPORE, KOLKATA - 700 027 ENROL NO .: WB/334/89

TYPED BY : Sanderip Son-SANDEEIP SEN DHAKURIA, KOLKATA - 31 SIGNATURE OF THE OWNERS



| Directorate of Registration a e-Challan | & Stamp Revenue | 9 |
|---|--|-----------------|
| RN: 19-201617-003361180-2 GRN Date: 02/12/2016 11:34:18 Bank : BRN : 90010961 BRN Date: | Payment Mode State Bank of India 03/12/2016 00:00:00 | Counter Payment |
| DEPOSITOR'S DETAILS | THE REAL PROPERTY. | HOUTER HEREINE |
| Name : SUBRATA KARMAKAR Contact No. : Mobile No. : E-mail : Address : 15L K P ROY LANE Applicant Name : 15L K P ROY LANE Applicant Name : Mr Subrata Karmakar Office Name : Office Address : Status of Depositor : Others Purpose of payment / Remarks : Sale, Development Payment No 3 | Id No. : 160310004 (Query N +91 9830414951 Agreement or Construct | o./Query Yaarj |
| | 2012-2013 (March 1997) 2017-2017 | |
| SI. Identification Head of A/C No. No. Description | Head of A/C | Amount[₹] |
| 1 16031000412202/3/2016 Property Registration Registration | 0030-03-104-001-16 | 1032 |
| 2 16031000412202/3/2016 Property Registration- Stamp duty | 0030-02-103-003-02 | 35021 |
| Tota | al | 36053 |

In Words :

Rupees Thirty Six Thousand Fifty Three only

Major Information of the Deed

| Deed No : | 1-1603-05650/2016 | Date of Registration | 12/6/2016 1:43:52 PM | |
|---|--|--|----------------------------|--|
| Query No / Year | 1603-1000412202/2016 | Office where deed is registered | | |
| Query Date 29/11/2016 3:56:26 PM | | D.S.R III SOUTH 24-PARGANAS, District: South 24-Parganas | | |
| Applicant Name, Address & Other Details | Subrata Karmakar Thana : Alipore, District : South 2 9830414951, Status :Advocate | 4-Parganas, WEST BENGAL | , Mobile No. : | |
| Transaction | | Additional Transaction | | |
| [0110] Sale, Development Agreement or Construction agreement | | [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 90,000] | | |
| Set Forth value | and the second sec | Market Value | | |
| Rs. 6,00,000/- | | Rs. 1,65,18,631/- | | |
| Stampduty Paid(SD) | | Registration Fee Paid | | |
| Rs. 40,021/- (Article:48(g)) | | Rs. 1,032/- (Article:E, E, B, M(b), H) | | |
| Remarks | Received Rs. 50/- (FIFTY only area) |) from the applicant for issuing | g the assement slip.(Urban | |

Land Details :

District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: K. P. Roy Lane, , Premises No. 32/1

| Sch No | Plot Number | Khatian Number | Land Proposed | and the second second | Area of Land | | Market Value (In Rs.) | Other Details |
|-----------|----------------|-------------------|------------------|-----------------------|----------------------------------|-------------|--------------------------|------------------------------------|
| L1 | | | Bastu | | 7 Katha 15 Chatak 10 Sq Ft | | 1,64,88,631/- | Width of Approach Road: 80 Ft., |
| | Grand | Total : | | | 13.1198Dec | 5,70,000 /- | 164,88,631 /- | |

Structure Details :

| Sch | Structure | Area of | Setforth | Market value | Other Details |
|-----|------------|------------|----------------|--------------|---------------------------|
| No | Details | Structure | Value (In Rs.) | (In Rs.) | |
| S1 | On Land L1 | 100 Sg Ft. | 30,000/- | 30,000/- | Structure Type: Structure |

| Total : 100 sq ft 30,000 /- 30,000 /- | al: 100 sq ft 30,000 /- 30,000 /- |
|---------------------------------------|-----------------------------------|
|---------------------------------------|-----------------------------------|

Land Lord Details :

| SI No | Name,Address,Photo,Finger | orint and Signatur | e | |
|----------|--|--------------------|-------------------|------------------------|
| 1 | Name | Photo | Fringerprint | Signature |
| | Shri Tarunendu Bhattacharya Son of Late Sibendra Nath Bhattacharya Executed by: Self, Date of Execution: 06/12/2016 , Admitted by: Self, Date of Admission: 06/12/2016 ,Place : Office | | | Janman Jos Brillithing |
| | | 66/12/2016 | LTI 06/12/2016 | 06/12/2016 |

08/12/2016 Query No:-16031000412202 / 2016 Deed No :1 - 160305650 / 2016, Document is digitally signed.

32/1, K. P. Roy Lane, P.O:- DHAKURIA, P.S:- Kasba, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700031 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No. ACZPB7079D, Status :Individual

| The second s | | Signature |
|--|--|---|
| TI NDRA ARYA Date of 016 Date of 2016 ,Place | | Tapaw gyste Chatterburg |
| 06/12/2016 | LTI 96/12/2016 | 06/12/2016 |
| ane, P.O:- DHAKURIA, P. 1 - 700031 Sex: Male, By lividual | S:- Kasba, Kolkata, Caste: Hindu, Occ | , District:-South 24-Parganas, West upation: Retired Person, Citizen of: |
| Photo | Fringerprint | Signature |
| A Date of 016 Date of 2016 ,Place | | Juga Rhattadonya. |
| 06/12/2016 | LTI 56/12/2015 | 06/12/2016 |
| I T SCHEME ,143 SHANK District:-South 24-Pargar cupation: House wife, Citi | nas, West Bengal, I | at No: G4/1, P.O:- ALIPORE, P.S:- ndia, PIN - 700027 Sex: Female, By us :Individual |
| Photo | Fringerprint | Signature |
| OY A KUMAR Date of Date of 2016 ,Place | | AloXuh Roy. |
| 06/12/2016 | LŤÍ 06/12/2016 | 06/12/2016 |
| Da 201 | P.O:- DHAKURIA, P.S | ate of 6 ,Place |

Developer Details :

| SI No | Name,Address,Photo,Finger print and Signature |
|----------|---|
| 1 | M/S RAJ CONSTRUCTION 1/40 SAHID NAGAR, P.O:- DHAKURIA, P.S:- Kasba, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700031 Status :Organization |

presentative Details :

| 1 | Name | Photo | Finger Print | Signature |
|---|---|-------------------|--------------------------|--|
| | Shri ALOKESH ROY Son of Late AMIYA KUMAR ROY Date of Execution - 06/12/2016, , Admitted by: Self, Date of Admission: Dec 6 2016, Place of Admission of Execution: Office | | | Aloxuh Rop |
| 1 | | Dec 6 2016 2:02PM | LTI Dec 6 2016 2:02PM | Dec 6 2016 2-03PM strict:-South 24-Parganas, West |

Identifier Details :

| Name & | address |
|---|------------|
| Mr MITHUN CHOWDHURY Son of Mr. A K CHOWDHURY 15 L, K. P. Roy Lane, P.O:- DHAKURIA, P.S:- Kasba, Kolka 700031, Sex: Male, By Caste: Hindu, Occupation: Others, C Shri TAPAN JYOTI BHATTACHARYA, Smt JAYA BHATTAC | |
| Mithun Hendhard. | 06/12/2016 |

| Trans | fer of property for L1 | |
|--|----------------------------------|----------------------------------|
| and the second sec | From | To. with area (Name-Area) |
| 1 | Shri Tarunendu Bhattacharya | M/S RAJ CONSTRUCTION-3.27995 Dec |
| 2 | Shri TAPAN JYOTI BHATTACHARYA | M/S RAJ CONSTRUCTION-3.27995 Dec |
| 3 | Smt JAYA BHATTACHARYA | M/S RAJ CONSTRUCTION-3.27995 Dec |
| 4 | Shri ALOKESH ROY | M/S RAJ CONSTRUCTION-3.27995 Dec |
| Trans | fer of property for S1 | |
| and the second se | From | To. with area (Name-Area) |
| 1 | Shri Tarunendu Bhattacharya | M/S RAJ CONSTRUCTION-25 Sq Ft |
| 2 | Shri TAPAN JYOTI BHATTACHARYA | M/S RAJ CONSTRUCTION-25 Sq Ft |
| 3 | Smt JAYA BHATTACHARYA | M/S RAJ CONSTRUCTION-25 Sq Ft |
| 4 | Shri ALOKESH ROY | M/S RAJ CONSTRUCTION-25 Sq Ft |

Endorsement For Deed Number : I - 160305650 / 2016

On 29-11-2016

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 1,65,18,631/-

W. Bagu.

Utpal Kumar Basu DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 06-12-2016

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 : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:40 hrs on 06-12-2016, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri TAPAN JYOTI BHATTACHARYA, one of the Executants.

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

Execution is admitted on 06/12/2016 by 1. Shri Tarunendu Bhattacharya, Son of Late Sibendra Nath Bhattacharya, 32/1, Road: K. P. Roy Lane, , P.O: DHAKURIA, Thana: Kasba, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by Profession Retired Person, 2. Shri TAPAN JYOTI BHATTACHARYA, Son of Late SIBENDRA NATH BHATTACHARYA, 32/1, Road: K. P. Roy Lane, , P.O: DHAKURIA, Thana: Kasba, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by Profession Retired Person, 3. Smt JAYA BHATTACHARYA, Wife of Late MANINDRA BHATTACHARYA, BIPASHA APT , C I T SCHEME ,143 SHANKAR GHOSH RD, Flat No: G4/1, P.O: ALIPORE, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession House wife, 4. Shri ALOKESH ROY, Son of Late AMIYA KUMAR ROY, 1/40 SAHID NAGAR, P.O: DHAKURIA, Thana: Kasba, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by Profession Business

Indetified by Mr MITHUN CHOWDHURY, , , Son of Mr A K CHOWDHURY, 15 L, Road: K. P. Roy Lane, , P.O: DHAKURIA, Thana: Kasba, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by profession Others

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

Execution is admitted on 06-12-2016 by Shri ALOKESH ROY, PROPRIETOR, M/S RAJ CONSTRUCTION, 1/40 SAHID NAGAR, P.O.- DHAKURIA, P.S.- Kasba, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700031

Indetified by Mr MITHUN CHOWDHURY, ., Son of Mr A K CHOWDHURY, 15 L, Road: K. P. Roy Lane, , P.O: DHAKURIA, Thana: Kasba, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,032/- (B = Rs 979/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,032/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/12/2016 12:00AM with Govt. Ref. No: 192016170033611802 on 02-12-2016, Amount Rs: 1,032/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90010961 on 03-12-2016, Head of Account 0030-03-104-001-16

ment of Stamp Duty

Cartified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 35,021/-Description of Stamp

Description of Stamp

1. Stamp: Type: Impressed, Serial no 884369, Amount: Rs.5,000/-, Date of Purchase: 25/11/2016, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/12/2016 12:00AM with Govt. Ref. No: 192016170033611802 on 02-12-2016, Amount Rs: 35,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90010961 on 03-12-2016, Head of Account 0030-02-103-003-02

UNCBase.

Utpal Kumar Basu DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69. Registered in Book - I Volume number 1603-2016, Page from 165310 to 165355

being No 160305650 for the year 2016.



Digitally signed by UTPAL KUMAR BASU Date: 2016.12.08 13:22:12 +05:30 Reason: Digital Signing of Deed.

-1 AC

UKBasu

(Utpal Kumar Basu) 08/12/2016 13:22:11 DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS West Bengal.

(This document is digitally signed.)