

प्रतिष्ठान पश्चिम बंगाल WEST BENGAL

Certify that the document is admitted to register and the fee and the stamp are attached with this document and the part of this document.

Adm. District Sub-Registrar  
Bhuvanagar (Bak) Loko Chkr  
3 SEP 2012

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the 3rd day of September, Two Thousand Twelve (2012).

B E T W E E N

LAKHOTIA PACKWELL PVT. LTD., a company incorporated under the companies Act, 1956, having its registered office at 151A.



Mukta Ram Babu Street, Police Station - Girish Park, Kolkata - 700 007, represented by its Directors namely 1) **MR. JAGDISH PRASAD LAKHOTIA**, son of Late Sita Ram Lakhotia, and 2) **MR. MANISH KUMAR LAKHOTIA**, son of Mr. Jagadish Prasad Lakhotia, both by Religion - Hindu, by occupation - Business, by Nationality - Indian, both are residing at 155A, Mukta Ram Babu Street, Police Station - Girish Park, Kolkata - 700 007, hereinafter called the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and/or assigns) of the **FIRST PART**.

**A N D**

**SHREE SHYAM REALTORS**, a partnership firm, having its principal place of business at P-220, Lake Town, Block-'B', Police Station - Lake Town, Kolkata - 700 089, represented by its partners namely 1) **ASHWIN TEKRIWAL**, 2) **AAYUSH TEKRIWAL**, both sons of Dwarika Prasad Tekriwal, and 3) **NIRMALA DEVI TEKRIWAL**, wife of Dwarika Prasad Tekriwal, all by Religion - Hindu, by occupation - Business, by Nationality - Indian, all are residing at P-227, Lake Town, Block-'B', Police Station - Lake Town, Kolkata - 700 089, hereinafter referred to and called as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office, executors, representatives and assigns) of the **SECOND PART**.

**WHEREAS** one **SRI ASHIT KUMAR DUTTA**, son of Sunil Kumar Dutta, seized and possessed of the property being ALL THAT piece or parcel of bastu land, measuring an area 8 (eight) Cottahs, more or less, lying and situated at 29 (formerly 27), P.C. Ghosh Road, Police Station - Lake Town, Kolkata - 700 048, in Mouza - Patipukur, J.L. No.24, Touzi No.1298/2833, comprised in portion of C.S. Dag Nos.480 and 481, under C.S. Khatian No.23, corresponding to R.S. Dag Nos.1056 and 1057, under R.S. Khatian Nos.504, 505, 512 and 513, within the jurisdiction of the South Dum Municipality, District -24 Parganas (North), by virtue of a registered Deed of Gift, executed on 25th day of September, one thousand nine hundred seventy four, by **SHRIMATI DURGA RANI DUTTA**, wife of sunil Kumar Dutt. The said deed was duly registered in the office of the Sub-Registrar Cossipore Dum Dum, being recorded in Book No.I, Volume No.13, at pages 45 to 48, as Being No.7708, for the year 1974.

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**AND WHEREAS** by a registered Deed of Conveyance dated 27th day of August, 1993, registered in the office of the Additional District Sub-Registrar Bidhannagar, Salt Lake City, being recorded in Book No.I, as Being No.7061 for the year 1993, the Owner herein namely LAKHOTIA PACKWELL PVT. LTD., a company incorporated under the companies Act, 1956, having its registered office at 155A, Mukta Ram Babu Street, Kolkata - 700 007, purchased ALL THAT piece or parcel of bastu land, measuring an area 4 (four) Cottahs 3 (three) Chittacks, more or less, being Lot-'A', lying and situated at Premises/Municipal Holding No.29, P.C. Ghosh Road, Police Station - Lake Town, Kolkata - 700 048, in Municipal Ward No.31, in Mouza - Patipukur, J.L. No.24, Touzi No.1298/2833, comprised in portion of C.S. Dag Nos.480 and 481, under C.S. Khatian No.23, corresponding to R.S. Dag Nos.1056 and 1057, under R.S. Khatian Nos.504, 505, 512 and 513, within the jurisdiction of the South Dum Municipality, Additional District Sub-Registrar Bidhannagar, Salt Lake City, District -24 Parganas (North), from the said SRI ASHIT KUMAR DUTTA, the Vendor therein, for a valuable consideration, morefully and particularly described in the Schedule thereunder written, and thereafter the directors of the said company namely LAKHOTIA PACKWELL PVT. LTD., mutated its name in the office of the South Dum Dum Municipality and obtained renumbered Municipal Holding No.35, P.C. Ghosh Road, Police Station - Lake Town, Kolkata - 700 048, in respect of the property, as aforesaid.

**AND WHEREAS** by virtue of the aforesaid deed, the Owner herein seize and possess of or otherwise well and sufficiently entitle to the property being ALL THAT piece or parcel of bastu land, measuring an area 4 (four) Cottahs 3 (three) Chittacks, more or less, lying and situated at Premises No.29, P.C. Ghosh Road, being Municipal Holding No.35, P.C. Ghosh Road, Police Station - Lake Town, Kolkata - 700 048, in Municipal Ward No.31, in Mouza - Patipukur, J.L. No.24, Touzi No.1298/2833, comprised in portion of C.S. Dag Nos.480 and 481, under C.S. Khatian No.23, corresponding to R.S. Dag Nos.1056 and 1057, under R.S. Khatian Nos.504, 505, 512 and 513, within the jurisdiction of the South Dum Municipality, Additional District Sub-Registrar Bidhannagar, Salt Lake City, District -24 Parganas (North), hereinafter called the said "LAND", morefully and particularly described in the **FIRST SCHEDULE** hereunder written.

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**AND WHEREAS** the Owner herein declares that the aforesaid property inter-alia containing land, as aforesaid, is free from all encumbrances, charges, liens and attachments, and there is no notice in existence respecting acquisition or requisition thereof by any Government or Semi Government Authorities or statutory or any other authorities, in fact.

**AND WHEREAS** the Owner has further assured the Developer that the land described in the First Schedule hereinafter written or any part thereof is not vested with the Government of West Bengal and the same is not mortgaged any where, either with any Bank or financial Institution or any company or any Government office or to any persons by the Owners or by the predecessor-in-title of the Owner.

**AND WHEREAS** land Owner herein has decided to develop the aforesaid land (morefully and particularly described in the FIRST SCHEDULE hereunder written), the Developer the party of the Second Part herein, having offered proposal for development of the said land inter-alia including construction of a Five-storeyed building upon the same at its own cost in accordance with the building plan to be sanctioned by the South Dum Dum Municipality, with all its variation, for consideration as contained therein, and the Owner has agreed to, and/or accepted the Developer's proposal inclusive of consideration therefore as contained therein.

**AND WHEREAS** in pursuant to the said proposal of the Developer the party of the Second Part, and the Owner, the party of the First Part herein has agreed to cause to effect construction of a Five-storeyed building upon the aforesaid plot of land for consideration as described hereinafter in details and the Developer the Party of the Second Part hereto has agreed to develop the said plot of land constructing a Five-storeyed building thereon as per terms and conditions hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby and hereunder agreed by and between the parties as follows :

#### **ARTICLE - I DEFINITIONS**

Unless in this presents it is repugnant or inconsistent with:-

1. **OWNER** shall mean the said **LAKHOTIA PACKWELL PVT. LTD.**, a company incorporated under the companies Act, 1956, having its registered office at 155A, Mukta Ram Babu Street, Police Station - Girish Park, Kolkata - 700 007, represented by its Directors namely 1) **MR. JAGDISH PRASAD LAKHOTIA**, son of Late Sita

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Ram Lakhota, and 2) **MR. MANISH KUMAR LAKHOTIA**, son of Mr. Jagadish Prasad Lakhota, both by Religion - Hindu, by occupation - Business, by Nationality - Indian, both are residing at 155A, Mukta Ram Babu Street, Police Station - Girish Park, Kolkata - 700 007, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and/or assigns).

2. **DEVELOPER** shall mean the said **SHREE SHYAM REALTORS**, a partnership firm, having its principal place of business at P-220, Lake Town, Block-'B', Police Station - Lake Town, Kolkata - 700 089, represented by its partners namely 1) **ASHWIN TEKRIWAL**, 2) **AAYUSH TEKRIWAL**, both sons of Dwarika Prasad Tekriwal, and 3) **NIRMALA DEVI TEKRIWAL**, wife of Dwarika Prasad Tekriwal, all by Religion - Hindu, by occupation - Business, by Nationality - Indian, all are residing at P-227, Lake Town, Block-'B', Police Station - Lake Town, Kolkata - 700 089, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office, executors, representatives and assigns).
3. **SAID LAND** shall mean the land, morefully and particularly described in the FIRST SCHEDULE hereunder written.
4. **ARCHITECTS** shall mean the Architect to be appointed by the Developer or such other Architect during the material time of construction of the proposed building or process or progress thereof being appointed by the developer.
5. **BUILDING/PREMISES** shall mean the proposed Five-storeyed building to be constructed upon the said land in accordance with the building plan required to be duly sanctioned by the South Dum Dum Municipality including all its variation, (morefully and particularly described in the SECOND SCHEDULE hereunder written).

That in case the Developer gets sanction of the Fifth floor upon the Five-storeyed (G+4) building on the land mentioned as aforesaid, in that event the Owner shall pay to the Developer fifty percent charges for legal sanction fees of the South Dum Dum Municipality, and in such a event the Developer shall provided to the owner fifty percent area on the fifth floor.

6. **COMMON AREAS** shall mean those of the common areas and facilities mentioned and specified in THIRD SCHEDULE hereunder

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- written, and declared and expressed by the Owner for common use and enjoyment of co-Owner within the building.
7. **COMMON EXPENSES** shall mean and include the cost of operating, up-keeping and maintaining the building to be constructed as aforesaid as and when required in connection with common services and facilities relating to the building, and shall further include all taxes, charges, salaries, premiums and other expenses payable in respect thereof or incidental thereto as fully described in the FOURTH SCHEDULE hereunder written.
  8. **UNDIVIDED SHARE** shall mean undivided variable and impartable proportionate share in the land attributable and allocable to any unit/units within the building as aforesaid to be determined in relation to the area of the respective unit/units.
  9. **BUILDING PLAN** shall mean the plan inter-alia touching the construction of the building and contents thereof in the shape of flats, shops, carparking spaces and other spaces including variations therein as permissible and modification/s thereof, if any, as well, requiring to be sanctioned by the South Dum Dum Municipality in the name of the Owner at the cost of the developer and other statutory variation including such modification/s or variations therein as may be required to be made or directed by the said South Dum Dum Municipality and agreed by the Owner.
  10. **TRANSFER** with its grammatical variations shall include a transfer by possession and by other lawful means adopted for effecting transfer inter-alia of flats/units in the Five-storeyed building to be constructed under the project and inter-alia relate to transfer of the Developer's part or share of constructed areas within allocation meant for the developer or its nominee or nominees, if any, in the building to be constructed or portions or portions thereof to the intending purchaser/s thereof.
  11. **TRANSFEREES** shall mean the purchaser/s to whom any flat, shops, carparking space and/or other space or spaces in the said building will be transferred.
  12. **DEVELOPMENT AGREEMENT** shall mean this agreement dated 3rd day of September, 2012, A.D. between the Owner and the Developer in respect of FIRST SCHEDULE property and construction of building thereon with terms and conditions embodied herein in detailed.

Contd. P. 7



13. **UNIT** shall mean Flats, car parking spaces and/or other spaces within the building, on or at the said premises, each of them being part thereof, in fact.
14. **SPECIFICATIONS** shall mean the materials and specifications mentioned in the SIXTH SCHEDULE hereunder written.

### ARTICLE - II

1. **OWNER'S SHARE OR ALLOCATION** shall mean and include :

- a) Entire *Third Floor*,
- b) Entire *Fourth floor*,
- c) Covered *Carparking spaces*, on the *Ground floor*, measuring an area 600 (six hundred) Square feet, more or less,
- d) 50% (fifty percent) area of open Roof or Terrace on the Fifth Floor, demarcated by the boundary wall.

As contained in the building, lying and situated at Premises No.29, P.C. Ghosh Road, being Municipal Holding No.35, P.C. Ghosh Road, Police Station - Lake Town, Kolkata - 700 048, in Municipal Ward No.31, in Mouza - Patipukur, J.L. No.24, Touzi No.1298/2833, comprised in portion of C.S. Dag Nos.480 and 481, under C.S. Khatian No.23, corresponding to R.S. Dag Nos.1056 and 1057, under R.S. Khatian Nos.504, 505, 512 and 513, within the jurisdiction of the South Dum Municipality, District -24 Parganas (North), togetherwith undivided proportionate share relating to the Owner's allocation in the said land whereon the said building shall be constructed as well as that of all common areas and facilities mentioned in the THIRD SCHEDULE hereunder written, together with common expenses and maintenance mentioned in the FOURTH SCHEDULE hereunder written, togetherwith guidance and restriction mentioned in the FIFTH SCHEDULE hereunder written.

2. **DEVELOPER'S SHARE OR ALLOCATION** shall mean and include the remaining area of the proposed building including 50% (fifty percent) area of open roof or terrace, as contained in the building, lying and situated at Premises No.29, P.C. Ghosh Road, being Municipal Holding No.35, P.C. Ghosh Road, Police Station - Lake Town, Kolkata - 700 048, in Municipal Ward No.31, in Mouza - Patipukur, J.L. No.24, Touzi No.1298/2833, comprised in portion of C.S. Dag Nos.480 and 481, under C.S. Khatian No.23, corresponding to R.S. Dag Nos.1056 and 1057, under R.S. Khatian Nos.504, 505, 512 and 513, within the jurisdiction of the South Dum Municipality, District -24 Parganas (North),

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within the proposed Five-storeyed building as agreed to be constructed under the project comprising different Flats, and/or other spaces therein, togetherwith undivided proportionate share in the said land whereon the said building shall be constructed with right to use the common portion thereof, and/or facilities within the said building, and/or the said land, excluding the Owner's share and allocation therein as mentioned above, hereinafter referred to as the Developer's Allocation.

Subject to Owner having their allocation or share or part within the building togetherwith their proportionate share respecting the same the Owner do hereby grant exclusive right to developer to construct at its cost as agreed a Five-storeyed building on the said plot of land, morefully and particularly described in the FIRST SCHEDULE hereunder written, and also authorize the developer herein to sell its portion within its allocation to the intending purchaser or purchasers to be selected by the Developer herein only being reckoned as its nominee or nominees as well.

#### **ARTICLE - III BUILDING**

1. The Developer, as agreed shall at its own cost and expenses construct at the said premises a Five-storeyed building according to the specification mentioned in the SIXTH SCHEDULE hereunder written in accordance with the plan so to be sanctioned by the South Dum Dum Municipality, with all its variation, in compliance with all Municipal Rules, Regulations and provisions. The building to be constructed shall be made of good standard quality building materials and workmanship, without using substandard materials, and all such specifications, materials fixtures and fittings as shall be required therefore shall be approved of and/or certified by qualified Architect or Architects.
2. Subject to approval of the Developer, and the qualified Architect as shall be engaged by the developer and the Owner jointly for construction of the building under the project such building materials being approved by the developer the approval thereof by the developer's architect shall be final and binding upon the parties. Any of such materials, however, shall not be of low or inferior quality the user whereof may cause defect or damage to the building under the project so that the proposed building does not suffer from any defect or damage for user or application of substandard building materials.

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3. The Developer shall install and erect in the said Five-storeyed building at its own cost and expenses soil-test pumps for safety, water storage tanks and overhead reservoirs together with other arrangements as shall be required to be provided in the building containing flats, and/or other spaces to be constructed in connection with the same being permitted by Municipality concerned.
4. The Developer shall at its own cost and expenses and without creating any financial or other liability upon the Owner shall construct and complete the Five-storeyed building upon the aforesaid land.

#### **ARTICLE - IV DEVELOPER'S OBLIGATIONS**

1. The Developer hereby agreed and covenant with the Owner not to transfer or assign the benefits of this Agreement or any part thereof without the consent in writing of the Owner. No consent shall require from the Owner on the part of the Developer to transfer and assign the benefit of the Developer's allocation to the intending purchaser or purchasers thereof.
2. The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner may be prevented from enjoying or selling/assigning, and/or disposing of any of the portions within the Owner's allocation in the building.
3. The Developer hereby declare that the proposed building shall be completed within 24 (twenty four) months from the date of sanction of the building or actual delivery of vacant peaceful physical possession will be handed over to the developer herein for the purpose of construction as agreed, whichever is latter, in-lieu of their lands, morefully and particularly described in the FIRST SCHEDULE hereunder written, subject to extension thereof for further 3 (three) months by way of grace, and on failure to complete to such construction within the such period of extension the Developer shall be liable to pay penalty @ Rs.15,000/- (Rupees fifteen thousand) per month till completion of the project.
4. It is agreed that in the event of any damage or injury arising out of accidents resulting from carelessness of the workmen or other, victimizing such workmen or any other persons whatsoever or causing any harm to the property during the course of construction of the Five-storeyed building under the development project the Developer shall have all the responsibility, and liability therefore, and shall keep the Owner, their estate and effects safe and



- harmless agreeing to indemnify all claims, damages, rights and actions in respect of such eventualities.
5. The Developer undertakes to bear all cost and expenses for the construction of the Five-storeyed building proposed to be constructed at the said premises.
  6. The Owner shall not be responsible for any Income tax and other taxes in respect of the Developer's allocation in the proposed building.
  7. The Developer undertakes to pay upto Rs.7,25,000/- (Rupees seven lakh twenty five) only for restoration of electricity within the premises.
  8. The Developer undertakes to deliver vacant and peaceful khas possession of the Owner's allocation in favour of the Owner, upon completion of the proposed Five-storeyed building.
  9. That the Developer undertakes to the owner that they will not handover any Developer's allocation to the intending purchaser before handing over of the Owner's allocation as mentioned above.

**ARTICLE - V OWNER'S OBLIGATIONS**

1. The Owner undertakes to deliver vacant and peaceful khas possession of the said land (morefully and particularly described in the FIRST SCHEDULE hereunder written) to the Developer within sixty days from the date of execution hereof.
2. The Owner have agreed to sign all papers and documents for the building plan so to be prepared by the Architect appointed by the Developer for submission to the South Dum Dum Municipality for necessary sanction thereof. The Owner shall also authorize the Developer to do and perform all works and to sign all papers and documents including the building plan as would be necessary for sanction of the building plan.
3. Subject to preceding clauses, the Owner hereby grant exclusive license and permission to the Developer to construct, erect and complete the proposed building on the said land, in accordance with the building plan, to be sanctioned for construction of the building under the project.
4. The Developer at its own cost shall submit the building plan before the South Dum Dum Municipality, appropriate Government and/or other authorities for sanction or approval of the plan required for the construction of the building on the premises, and pursue the same from time to time. The Developer shall comply with all the formalities require for all changes to be made in the building plan



being required by the South Dum Dum Municipality, and/or other statutory authority, being Governmental or other authorities as aforesaid, and shall comply with requirements for any sanction, permission, clearance, or approval as aforesaid, subject to full co-operation of Owner thereof.

5. The Developer shall be entitled to erect and/or construct the proposed building with rights to transfer or otherwise deal with or dispose of his allocation or portions thereof, and the Owner shall not in any way interfere with or disturb, quiet and peaceful possession of the Developer's allocation mentioned as aforesaid.
6. The Owner hereby agree and covenants with the Developer not to cause any interference or hindrance to the construction work of the said building by the developer on the said plot of land provided however the proposed construction shall be made in accordance with the plan of the construction as to be sanctioned by the Municipal concerned, with all its variation/s and also according to specifications mentioned in the SIXTH SCHEDULE hereunder written.
7. The Owner hereby agrees and covenant with the Developer not to sell, let out, grant, lease, mortgage, encumber and/or charge the said plot of land or any portion thereof, other then the Owner's allocation.
8. That the Owner undertakes that during the continuance of this agreement they shall not enter into any Development or Sale agreement with the third party in respect of the said land or any part thereof.
9. The Owner further shall not be entitled to claim any area and/or amount of sale proceed of the Developer's allocated portion mentioned above, nor shall be entitled to claim any share in the amount. of sale proceeds from the intending purchaser or purchasers of Developer's allocated portion thereof, as may be received by the Developer herein.
10. The Developer shall be entitled to fix the sign board on the said property, for advertisement and insertions in news papers and other advertising media for making the project known to the public and both the parties herein jointly choose a name for the Five-storeyed building to be constructed under the project it being so agreed by the parties hereto.
11. It is agreed that the Developer shall be entitled to enter into any agreement for sale in respect of Developer's allocation to different



prospective buyers thereof, and to sell out portions thereunder in the shape of flats, and/or other spaces to the prospective buyers against such monetary consideration which shall be determined solely by developer, and in such matter and in the matter, of receipt of booking and/or earnest money and also balance consideration money from the intending buyers of any portion within the developer's allocation or of different portions within the allocation of the developer the Owner shall not interfere in any manner whatsoever.

12. The Owner without any just reason shall not be entitled to repudiate, rescind and/or cancel this development agreement and the registered general power of attorney as is being executed on this day, prior to completion of the development project, or act against terms hereof during the period of construction and/or completion of the building envisaged hereunder and/or that of disposal of the portion under the allocation of the developer as agreed by way of transfer and/or till completion of such development project as a whole.
13. The original papers of the said land, morefully and particularly described in the FIRST SCHEDULE hereunder written, shall always be in possession of the Owner the same being kept with the Owner, and all interested persons shall be entitled to have inspection and make extract therefrom.
14. The on simultaneously with execution hereof Owner shall execute a Registered Power of Attorney authorizing to the Developer herein namely SHREE SHYAM REALTORS, a partnership firm, having its principal place of business at P-220, Lake Town, Block-'B', Police Station - Lake Town, Kolkata - 700 089, represented by its partners namely 1) ASHWIN TEKRIWAL, 2) AAYUSH TEKRIWAL, both sons of Dwarika Prasad Tekriwal, and 3) NIRMALA DEVI TEKRIWAL, wife of Dwarika Prasad Tekriwal, all by Religion - Hindu, by occupation - Business, by Nationality - Indian, all are residing at P-227, Lake Town, Block-'B', Police Station - Lake Town, Kolkata - 700 089, in respect of the said land, to appoint Architect, Labour and to obtain electricity, Water, Sewerage, Drain from the South Dum Dum Municipality and C.E.S.C. and to appoint Advocates in any court of law and to sign and execute any agreement for sale, deed of conveyance or conveyances, for transfer and convey the flats/units, and/or other spaces, within the building, or any part thereof, in respect of the Developer's



delayed and/or stopped, in that event developer shall be entitled to claim the cost of construction carried out by the Developer upto the date of stop work and also will be entitled to additional compensation which assessed by or registered valuer to be appointed by the Developer.

21. After the expiry of thirty days subsequent to the receipt of possession notice, the Owner shall pay to the Flat/Unit Owner Association proportionate service charges, maintenance, expenses or any other proportionate shares towards the repair, maintenance of common space, fixtures, electricity consumption, sewerage, plumbing etc.

#### **ARTICLE - VI OWNER'S RIGHT**

The Owner shall be entitled to transfer and otherwise deal with the Owner's allocations of the building to any person/ persons and intending purchaser or purchasers in the manner they like.

#### **ARTICLE - VII DEVELOPER'S RIGHT**

1. The Developer will hold and possess the said land as exclusive licensee, and shall have authority to construct the building on the said land, at its own cost and expenses, as per building plan, with its all variation.
2. If any amendment or modification is to be required in the said building plan, the same shall be done by the Developer at its own cost and expenses on behalf of the Owner and the Developer will pay and bear all fees including Architect's fees required to be paid or deposited for such amendment and/or modifications of the building plan, if necessary, provided, however, that such amendments or modifications would not prejudice the Owner in any manner whatsoever.
3. The Developer shall be entitled to enter into agreement with intending purchaser or purchasers for selling Developer's allocation within the building to be constructed under the project or portion thereof containing flats/units etc., settling terms therefore with the prospective buyers therefore and the Owner may join and/or sign and execute such Agreements for sale of such flats/units as a necessary party without making any objection to enable the developer to sell its allotted portion together with undivided proportionate share in the land below the same to the said intending buyers subject to requirements by the developer.



4. The Developer shall also be entitled to accept money by way of consideration price of the said flats/units, shops, carparking spaces and other spaces, from the prospective buyers in respect of Developer's allotted portion, and/or share in the said proposed building with Flats, and/or other spaces as referred to as saleable areas, and can issue receipt in its name acknowledging such receipts in terms of this agreement without making the Owner liable or accountable for the same at any point of time.
5. Nothing in these presents shall be constructed as demise or assignment or conveyance in law by the Owner on the said plot or any part thereof to the Developer, or is creating any right, title or interest in respect thereof to the Developer other than an exclusive licensee to the Developer to commercially exploit the said plot and to deal with the Developer's allocation area in the building in the manner herein stated.
6. That the land Owner shall not be liable or responsible for any dispute between the developer and intending purchaser and/or purchasers of Developer's allocation and if the said land be effected due to said dispute in that case the Developer is liable to compensate for the same.
7. Any dispute or difference which may arise between the parties or their nominee or representative with regard to the construction meaning and effect of this Agreement or any part thereof, or respecting the construction or any other matters relating to the construction shall be referred to arbitrate and the decision of the sole Arbitrator, if the parties in dispute so agree otherwise to or more arbitrators, according to the parties of this Agreement one to be mentioned by each party or their representatives and in case of difference of opinion between them, the umpire selected by them at the commencement of the reference and this clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act, 1996 including its statutory modification and reenactment.

#### **ARTICLE - VIII OWNER'S CONSIDERATION**

That save and except the owner's allocation in the proposed building as mentioned above the developer shall pay a sum of Rs.5,00,000/- (Rupees five lakh) only as non-refundable amount, on simultaneous with the execution hereof, and the Owner herein, have acknowledge the receipt hereof as per memo hereunder written.

*Encl. 1/1*



**ARTICLE - IX MISCELLANEOUS**

1. It is understood that from time to time facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer wherefor the Developer may need the authority, of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been made herein. The Owner hereby undertake to do all such, acts, deeds, matters and things, and if necessary, shall execute necessary papers/instruments as may be required by the Developer for the purpose if the same do not in any way infringe and/or affect the rights and interest of the Owner in respect of the said plot and/or Owner's allocation and/or do not go against the sprit of this Agreement.
2. Any notice required to be given by the Developer shall be deemed to have been served upon the Owner at their aforesaid address, if delivered by hand duly acknowledged or served by speed post to have been served on the Developer by the Owner if delivered by hand and duly acknowledged or sent by prepaid speed registered post with acknowledgment due.
3. The Developer and the Owner shall mutually frame scheme for the management and/or administration of the said building and/or common parts and facilities thereof and for due observance thereof by the intending purchaser or purchasers of different flats/units in the building to be constructed under the project including all its out goings like common maintenance, Municipal taxes, salaries payable to Darwan and sweeers, common electricity bills as against illumination common passage, running of pump, operating of and repairs of sanitary installation, plumbing, pump, operating of and repairs of sanitary installation, plumbing, pump, etc., and white wash, and other items required for due maintenance of the building and/or common services.
4. The existing structure standing thereon the Developer shall be entitled to demolish the existing structure and all the building materials as shall be available from the said building, and the sale proceeds thereof shall be exclusive property of the Developer. The Owner shall not have any claim and/or right to and/or say in the matter of demolition of the said building, and the materials available therefrom, and the sale proceeds thereof.



5. The Development Agreement has been made in one identical text, the original copy being meant for the developer herein while the Xerox for the Owner as envisaged herein.

**ARTICLE - X INDEMNIFICATION BY THE OWNER**

1. The Owner undertakes for indemnifying the developer in case of any unreasonable hindrance on its part as may stand as a bar to the developer's being entitled to the allocation in the building under the project the project being unreasonably obstructed by the acts and conducts of the Owner as against the provisions hereof declaring that the developer shall be entitled to the construction under the project and enjoy its allocation without any interference or disturbance subject to its performing, observing and/or fulfilling all the terms herein contained and/or the obligations hereunder to be performed by the developer.
2. The Owner further undertake to indemnify the developer in case the developer suffer any loss for in defect in their title to the property or for charges or encumbrances thereon in any manner whatsoever, declaring that neither they nor their predecessors, predecessors-in-interest ever executed any instrument in respect of the Developer's allocation under this agreement, and if there be such instrument shall have no force and shall not entitle the Owner at all and/or his legal representatives to take advantage thereof in any manner whatsoever.

**ARTICLE - XI INDEMNIFICATION BY THE DEVELOPER**

1. The Developer hereby undertakes not to make the Owner liable for, and to compensate them and/or against all third party's claims and actions resulting from any act or conduct or omission or commission of offence touching construction of the said building.
2. The Developer hereby undertakes to indemnify and keep the Owner indemnified from and against all actions, suits, costs, proceeding and claims and demands that may arise touching the allocation of the Owner or that of the developer in connection with development work involved in the project inter-alia inclusive of construction of the building thereunder and/or any defect therein as may result in such consequences causing the Owner to suffer therefrom in any manner whatsoever.
3. The Developer undertakes to comply with all the formalities and obligations as stated herein for the purpose of Development and/or construction of the said building within the stipulated period and



shall hand over the peaceful and vacant possession of the Owner's allocations to the Owner with good habitable manner in all respect to the Owner. The Developer shall complete the flats, and carparking spaces of the Owner in all respect such as electrification, water line, Paris, plastering, and marble in good finish condition.

#### **ARTICLE - XII FORCE MAJEURE**

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent of its performance of relative obligations herein being prevented by the existence of force majeure which shall remain suspended for the time being, entitling them to be suspended from their such obligations during the duration of the force majeure.
2. Force majeure shall mean earthquake, riot, storm, tempest, civil commotion etc. which is beyond the control of any of the parties.

#### **FIRST SCHEDULE ABOVE REFERRED TO :**

ALL THAT piece or parcel of bastu land, measuring an area 4 (four) Cottahs 3 (three) Chittacks, more or less, lying and situated at Premises No.29, P.C. Ghosh Road, being Municipal Holding No.35, P.C. Ghosh Road, Police Station - Lake Town, Kolkata - 700 048, ~~in Municipal Ward No.31~~, in Mouza - Patipukur, J.L. No.24, Touzi No.1298/2833, comprised in portion of C.S. Dag Nos.480 and 481, under C.S. Khatian No.23, corresponding to R.S. Dag Nos.1056—measuring an area 2 (two) Cottahs 2 (two) Chittacks, more or less, and 1057—measuring an area 2 (two) Cottahs 1 (one) Chittack, more or less, under R.S. Khatian Nos.504, 505, 512 and 513, within the jurisdiction of the South Dum Municipality, Additional District Sub-Registrar Bidhannagar, Salt Lake City, District -24 Parganas (North), butted and bounded as follows:—

**ON THE NORTH** : By 2'±2" feet passage;  
**ON THE SOUTH** : By passage of Kanai Sarkar;  
**ON THE EAST** : By land of Kanai Sarkar;  
**ON THE WEST** : By 16'-0" wide Road;

#### **SECOND SCHEDULE ABOVE REFERRED TO:**

ALL THAT proposed Five-storeyed brick-built message tenement hereditament and premises and/or building, TOGETHER WITH piece or parcel of land there unto belonging whereon or on part whereof the same is erected and built containing an area 4 (four) Cottahs 3 (three) Chittacks, more or less, lying and situated at Premises No.29, P.C. Ghosh Road, being Municipal Holding No.35, P.C. Ghosh



Road, Police Station - Lake Town, Kolkata - 700 048, in Municipal Ward No.31, in Mouza - Patlipukur, J.L. No.24, Touzi No.1298/2833, comprised in portion of C.S. Dag Nos.480 and 481, under C.S. Khatian No.23, corresponding to R.S. Dag Nos.1056 and 1057, under R.S. Khatian Nos.504, 505, 512 and 513, within the jurisdiction of the South Dum Municipality, Additional District Sub-Registrar Bidhannagar, Salt Lake City, District -24 Parganas (North), butted and bounded as follows:—

**ON THE NORTH** : By 2'+2' feet passage;  
**ON THE SOUTH** : By passage of Kanai Sarkar;  
**ON THE EAST** : By land of Kanai Sarkar;  
**ON THE WEST** : By 16'-0" wide Road;

**THIRD SCHEDULE ABOVE REFERRED TO:**

THE OWNER, INTENDING PURCHASER OR PURCHASERS ENTITLED TO COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE:—

1. Stair cases on all the floors and lift facilities.
2. Stair cases landing on all floors and lift facilities.
3. Main gate of the said building/premises and common passage and lobby on the Ground Floor to Top floor.
4. Water pumps, water Tank, water pipes and overhead tank on the ultimate roof, and other common plumbing installation and also pump.
5. Installation of common services Viz. electricity, water pipes, sewerage, rain water pipes.
6. Lighting in common space, passage, staircase including electric meter fittings.
7. Common Electric meter and box.
8. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required thereof, common walls in between the unit, and any other unit beside the same on any side thereof.
9. Windows, Doors, Grills and other fittings of the common areas of the premises.
10. Such other common parts, areas equipment, installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the units.
11. Electrical wirings, meters (excluding those installed for any particular UNIT).
12. Lift and their accessories.



13. GENAREL COMMON ELEMENTS of all appurtenances and facilities and other items which are not part of the said 'UNIT'
- All private ways, curves, side-walls and areas of the said premises.
  - Exterior conduits, utility lines, under ground storage tanks.
  - Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services, and located outside the building.
  - Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
  - All eleventh including shafts, shaft walls, machine rooms and facilities.
  - All other facilities or elements or any improvement outside the flat but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
  - The foundation, corridor, lobbies, stairways Entrance and exists, Path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said 'UNIT', side or interior load bearing walls within the building or concrete floor slab except the roof slab and all concrete ceiling and all staircase in the said building.
  - Utility lines, telephone and electrical systems contained within the said building.
14. The ultimate roof or terrace including structure in the said building will jointly be undivided property among the co-Owner, -the Owner and the intending Purchaser or purchasers of different units, subject to limitation, if any, to their such rights of the said building, the purchaser or purchasers being together entitled to use and enjoy the ultimate roof and/or terrace with the Owner, intending purchaser or purchaser without causing inconvenience to one another.

**FOURTH SCHEDULE ABOVE REFERRED TO:**

**THE OWNER AND INTENDING PURCHASER OR PURCHASERS WITHIN THE BUILDING SHALL HAVE TO BEAR PROPORTIONATELY: -**

- The expenses of administration, maintaining, repair, replacement of the common parts, equipments, accessories, common areas, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance,



the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water, gas pipe, electric wiring, installations, sewerages, drains and all other common parts, fixtures, fittings and equipments, in, under or upon the building enjoyed or used in common by the owner, developer and intending purchaser or other occupiers thereof..

2. The cost of clearing, maintaining and lighting the main entrance, passage, landings, stair case and other parts of the building as shall be enjoyed or used in common by the occupiers of the said building.
3. The cost and charges reasonably required for the maintenance of the building and for keeping strict vigilance round the clock and other incidental expenses relating thereto.
4. The cost of decorating the exterior of the building.
5. The cost of repairing and maintenance of water pump, electrical installations, over lights and services charges, and suppliers of common utilities.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lighting, civil commotion, etc.
7. Municipal taxes, Five-storeyed building tax, if any, and other similar taxes save those separately assessed on the respective UNIT.
8. Litigation expenses as may be necessary for protecting the right, title and possession of the land and building.
9. Such other expenses as are necessary or incidental expenses for maintenance and up-keep of the building and Govt. duties, as may be determined by the flat and/or Unit Owner's Association, as shall be formed by the Unit-Owner, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of West Bengal Apartment Ownership Act and bye Laws thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.
10. The share of the Owner, and intending purchaser or purchasers in such common expenses shall be generally proportionate in accordance with the liability of any unit, as against the total amount as may be incurred in any of the heads of such expenses with the proportion of the areas within the same as against the total areas within the proposed building to be covered thereunder.



**FIFTH SCHEDULE ABOVE REFERRED TO:**

**THE GUIDANCE RESPECTING POSSESSION AND/OR USER OF THE UNIT/FLAT INTER-ALIA SHALL INCLUDE THE IMPOSITIONS AND RESTRICTION AS UNDER:—**

1. The Owner and intending Purchaser or Purchaser and other occupier, if any, of the building, shall not be entitled to use the aforesaid UNIT for the following purpose.
2. To use the said "UNIT" and ultimate roof or terrace or any portion thereof in such manner which may or is likely to cause injury, damage, nuisance, or annoyance to the Owner or occupiers of the other units, nor to use the same for any illegal or immoral purpose in any manner whatsoever.
3. To carry on or permit to be carried on upon any "UNIT" any offensive or unlawful business whatsoever, nor to do or permit to be done any thing in any flat which may be illegal or forbidden under any law for the time being in force.
4. To demolish or cause to be demolished or damaged any "UNIT" or any part thereof.
5. To claim division or partition of the said land and/or the building thereon, and common areas within the same.
6. To do or permit to be done any act deed or thing which may render void or voidable any insurance of any flat and/or unit, any part thereof, or cause any increase in premium payable in respect thereof.
7. To decorate the exterior of any unit, which may affect the other UNIT within the said building, or the structure thereof, in any manner whatsoever.
8. To throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown, or accumulate in any "UNIT", or any portion of the building housing the same.
9. To avoid the liability or responsibility or repairing any portion, or any component part of any unit, or fittings and fixtures therein for storing water, sewerages etc. in the event of such portion or part, or fixtures and fittings within any unit, and/or unit demanding repairs thereby causing inconvenience and injuries to other unit Owner as may be affected in consequence nor to avoid obligation for going free access to any unit or portion thereof to men agent, masons, as may be required by the Unit owner's Association from time to time therefore on request therefore by such Association.

*United*



10. To paint outer walls or portion of their unit, common walls or portions of the building, exclusive of the getup thereof, they being entitled to paint inside the walls and portions of their unit only in any colour of their choice.
11. To encroach any common portion of the building, not to obstruct, jeopardie the user thereof, not to encumber any of such portion in any manner whatsoever.
12. The Owner of any UNIT shall, must have the obligations to form an association of such unit Owner being members thereof for such purpose according to the provisions of Apartment Ownerhip Act. And bye Laws as amended upto date, the decisions of the said Association as per unanimous resolution of the members thereof shall always be binding on the members, be that in relation to guidance of members, or maintenance, safety and security of the building or otherwise as shall be taken in the interest thereof.

**SIXTH SCHEDULE ABOVE REFERRED TO:**

**S P C I F I C A T I O N S**

1. BUILDING IN GENERAL : R.C.C. from structured building with good quality and proper R.C.C. foundation as per the design of Architect/Engineer.
2. OUTSID/PARTITION WALLS : Outside walls will be 8"/5" and partition walls will be 5"/3" the standard quality brick in proper sand cement mortar.
3. WALL AND CELLING : Inside the walls and ceiling will be plastered with sand cement mortar and paris with plaster proper proportion and finished.
4. FLOORING : Entire floor of Bed rooms, Living-cum-dining, Kitchen, Toilets and Verandah with skirting will be Marble finished.
5. KITCHEN : Granite stone platform on the kitchen and white glazed tiles upto two feet six inches height from kitchen platform, one steel sink will be provided in kitchen.
6. DOORS & WINDOWS : All doors shutter will be flush type door and doors frame in good quality Sal wood, complete with one cote of primer, doors fitted with locking arrangement and the Aluminum sliding window with intergrated M.S. grill and 3mm glass panels provided for all windows. In Verandah upto waist height grill will be provided.
7. TOILETS : Two bath rooms, one with a Indian type pan and other with Western type commode, with low cistern and showers and top tap and in each toilet one wash basin and hot and cold water

Total 10/10



arrangement will be provided the toilet will be fitted with tiles up to six feet from floor level.

8. WATER SUPPLY : 24 hours water supply through Deep Tubewell in two toilets & and additional municipal water in also in kitchen.

9. ELECTRIFICATION : Full concealed wiring with copper conduit.

a. Bed Room - Two light points, One fan point, one 5Amp plug point.

b. Dining - Two light points, Two fan points, One 5Amp socket, One 15Amp Socket, provision for T.V. point, Telephone Socket, without cable or wiring.

c. Kitchen - One light Point, One exhaust fan point and One 15Amp plug point.

d. Toilet & W.C. - In W.C. provided One light point and another toilet One light point, One exhaust fan point and One 15 amp. Plug point in each bath room).

e. Verandah/Balcony - One light point.

f. Calling Bell - One calling bell point at the main entrance of each flat.

10. All stairs and landings of the stairs will be finished with Marble and common areas walls and ceilings will be finished by plaster of paris. One way light to staircase.

11. SWERAGE - All sewerage lines will be connected to the septic tank through under ground pipe line, surface, drainage system will be provided if required connecting to the said drain.

12. WATER LINE/PLUMBING - Concealed GI and P.V.C. pipe lines in Toilets and Kitchen, CP pillar cocks and bib cocks, Brass stop cock, outside water lines exposes PVC pipe. CI coil lines, PVC rain water lines, white porcelain, one wash basin in each Flat PVC cistern.

13. One Loft will be provided in each Flat.

14. Roof - Water proof roof, cast with Roof Tiles.

15. Lift facilities all the floors.

16. Outside walls of the building matching color.

Encl. 2/25



IN WITNESS WHEREOF both the parties hereto owner and Developer have executed this Agreement for the aforesaid plot of land under their respective signatures in day, month and year first above written.

SIGNED, AND DELIVERED  
BY THE OWNER AT KOLKATA  
IN THE PRESENCE OF:

1. Savita Lakhota  
142 Vice Town A Block  
KOLKATA - 700089

2. Mahadeb Kundu  
Bl-1, Bipukur  
Kolkata - 700048

SIGNED, SEALED & DELIVERED  
BY THE DEVELOPER AT KOLKATA  
IN THE PRESENCE OF:

1. Savita Lakhota  
142 Vice Town A Block  
Kolkata. 700089

2. Mahadeb Kundu

For Lakhota Pack Well (Pvt.) Ltd.  
Jagdish Prasad Lakhota  
Director

MR. JAGADISH PRASAD LAKHOTIA

For Lakhota Pack Well (Pvt.) Ltd.

Manish Lakhota  
Director

MR. MANISH KUMAR LAKHOTIA  
BOTH DIRECTORS OF  
LAKHOTIA PACKWELL PVT. LTD.  
..... OWNER/FIRST PART

SHREE SHYAM REALTORS

Ashwin Tekriwal

Partner

ASHWIN TEKRIWAL

SHREE SHYAM REALTORS

Aayush Tekriwal

Partner

AAYUSH TEKRIWAL

SHREE SHYAM REALTORS

Nirmala Devi Tekriwal

NIRMALA DEVI TEKRIWAL

ALL PARTNERS OF

SHREE SHYAM REALTORS

... DEVELOPER/SECOND PART

Drafted by :

Suman Dutta

Suman Dutta  
Advocate  
High Court, Calcutta

Contd. P. 26



**RECEIVED** on and from the Developer herein a sum of Rs. 5,00,000/- (Rupees five lakh) only towards the payment of the consideration money, as aforesaid, in respect of construction and/or development of the said plot of land.

**M E M O**

Cheque No./Cash	Dated	Drawn on	Amount Rs.
104875	03.9.12	Citi Bank, Kolkata	5,00,000/-
TOTAL RUPEES FIVE LAKH ONLY.			Total Rs. 5,00,000.00

**WITNESSES :**

1. Savita Sakhotia  
142 Lake Town,  
A Block  
KOLKATA - 700089
2. Mahadeb Kundu

~~For Lakhota Pack Well (Pvt.) Ltd.~~  
~~Jagdish Prasad Lakhota~~  
**Director**  
MR. JAGADISH PRASAD LAKHOTIA

~~For Lakhota Pack Well (Pvt.) Ltd.~~  
~~Manish Lakhota~~  
**Director**  
MR. MANISH KUMAR LAKHOTIA  
BOTH DIRECTORS OF  
LAKHOTIA PACKWELL PVT. LTD  
..... OWNER/FIRST PART



Signature of the  
Applicants/Presentants

# Under Rule 44A of the I.R. Act 1908

## SPECIMEN FOR TEN FINGERS PRINT



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Ty

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Right Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb



Manish Lakshin

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Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Ashu

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Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Ayush Teja




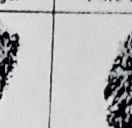
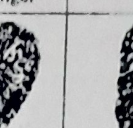

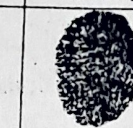
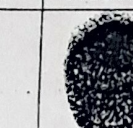
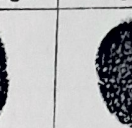

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Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Signature of the  
Mutants/Presenttants

Under Rule 44A of the I.R. Act 1908  
SPECIMEN FOR TEN FINGERS PRINT

Signature: *[Signature]*

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Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
					

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Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

PHOTO

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Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

PHOTO

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17/03

7 706

3000RS.



Tr. & receipt  
+ 1. 10/10/16

Verified with original  
10/10/2016



DEED OF CONVEYANCE

District Sub-Registrar  
Saharanpur (Saharanpur) Dist.

27/8/16

Ashit-Kumar Dutta

THIS INDENTURE made this 27<sup>th</sup> day of August  
One thousand nine hundred and ninety Three BETWEEN  
SRI ASHIT KUMAR DUTTA son of Sunil Kumar Dutta by Caste -  
Hindu, by occupation - Business, residing at 10/C, Girish  
Avenue, Calcutta - 700003, P.S. Shampukur, hereinafter called  
the 'V E N D O R' (which expression shall unless excluded  
by or repugnant to the context be deemed to include his heirs,  
executors, administrators legal representatives and assigns  
of the ONE PART.



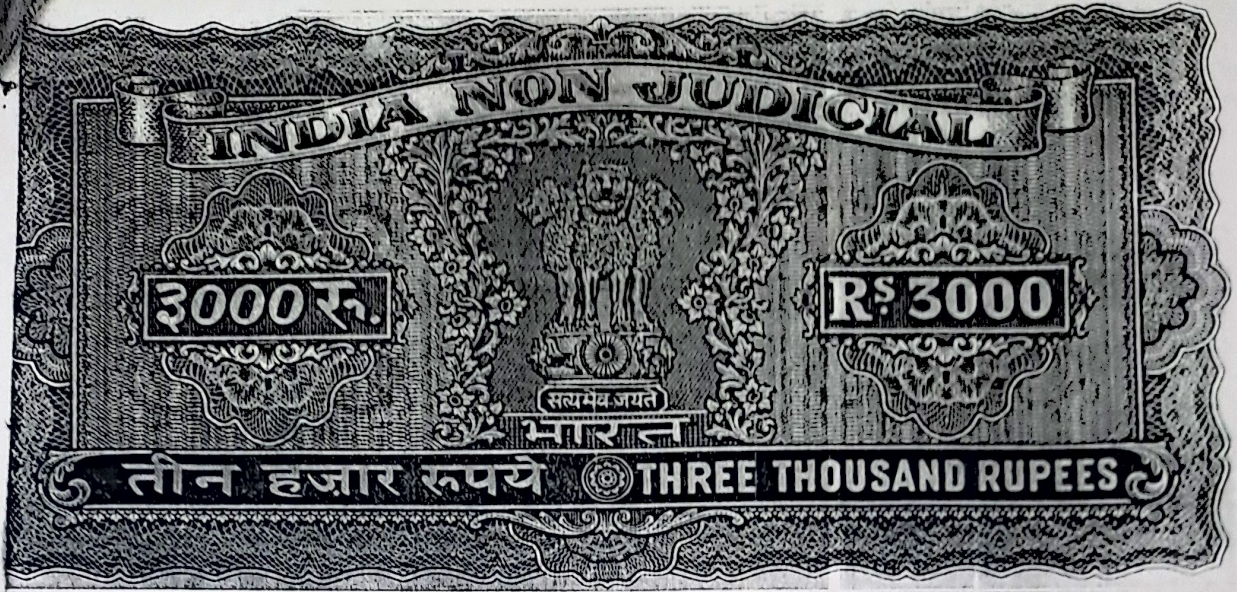


- 2 -

A N D

LAKHOTIA PACK & WELL (PVT.) LTD. having its Directors (1) JAGADISH PRASAD LAKHOTIA - son of Sitaram Lakhota (2) SRI ARUN KUMAR LAKHOTIA son of Sitaram Lakhota having its registered Office at 155A, Mukhtaram Babu Street, Calcutta - 700007 hereinafter called the 'PURCHASER' (which expression shall unless excluded by or repugnant to the context be deemed to include its successor or successors in Office representatives and assigns) of the OTHER PART.





- 3 -

W H E R E A S the vendor Ashit Kumar Dutta by a Deed of Gift dated the 25th day of September 1974 registered at sub-Registrar of Cossipore Dum Dum and recorded in Book No. T, Volume No. 131 Pages No. 45 to 48 Being No. 7708 for the year 1974, received a land area more or less 8 (eight) cottahs together with a C.I. Structure and the rights to use the 16' wide common passage

contd...p/4.





- 4 -

from his mother Durga Rani Dutta being the portion of  
 Municipal premises No. 27, P.C. Ghosh Road, formerly  
 No. 55, Panchanantola Road, Now 29, P.C. Ghosh Road  
 at Mouza - Patipukur ( formerly Purba Dakshindari )  
 Partly in C.S. Dag No. 480, 481, R.S. Dag No.1056,  
 1057 under C.S. Khatian No. 239 R.S. Khatian No. 504,  
 1298  
 505, 512 and 513 touzi No. ----- Dihi Panchannagram,  
 2833  
 Division - II, A.D.S.R.O. Bidhan Nagar P.S. Lake Town,  
 within the limit of South Dum Dum Municipality in the  
 District of North 24 Parganas , free from all encumbrances.

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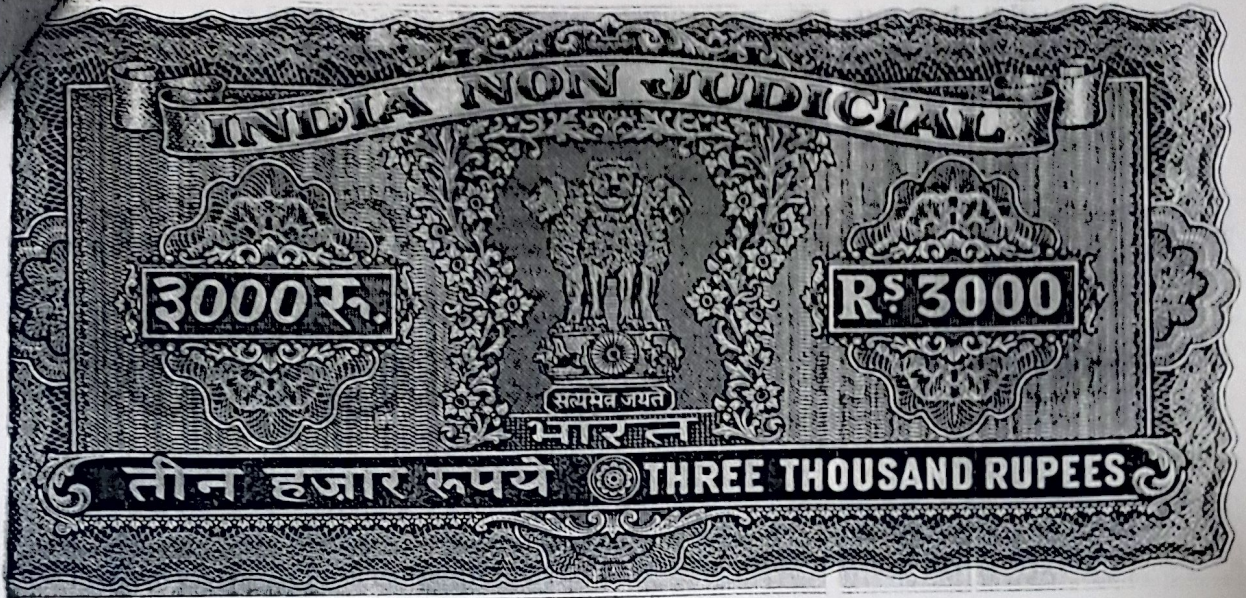


- 5 -

AND WHEREAS the said Ashit Kumar Dutta (vendor herein) after receiving the said 8 (eight) cottahs of land with C.I. Structure duly recorded his name in the local Municipal Authority with structure standing thereon measuring about 4 (four) cottahs 3 (three) chittacks more or less and the vendor seized and possessed well and sufficiently entitled to the said property free from all encumbrances and he has every right to sell the said property fully and particularly described in the schedule hereunder written to any body in any way.

contd..p/6.





- 6 -

AND WHEREAS the vendor has agreed to sell the schedule property of Municipal premises no. 27, P.C. Ghosh Road formerly 55 Panchanantola Road ) Now 29, P.C. Ghosh Road, to the purchaser with tenant of the said premises has agreed to purchase the said Tenanted property measuring an area or less 4 (four) cottahs 3 (three) chittacks more or less with structure comprised in part of C.S. Dag No. 480, 481 R.S. Dag No. 1056 , 1057 under C.S. Khatian No. 239, R. . Khatian No. 504, 505 , 512 , 513 at Mouza- Patipukur fully and particularly described in the schedule hereunder written at a price of ~~Rs. 1,90,000/-~~ (rupees one lac ninety thousand only).

*Shri Kumar Dada*

contd...p/7.





- 7 -

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs. 1,90,000/- (Rupees one lac ninety thousand only) of the lawful money of the Union of Indian in hand well and truly paid to the vendor by the said purchaser at or before the execution of these presents (the receipt hereof the vendor do hereby admit and acknowledge and of and from the same and every part thereof) they the said vendor as beneficial owners do hereby acquit release and forever discharge the said purchaser and the said property and the said vendor do hereby indefeasibly grant, sell transfer, convey assigns or assures absolutely unto the purchaser free

contd..p/8.





- 8 -

from all encumbrances ALL THAT the said meausage land fully and particularly described in the schedule hereunder written. OR HOWSOEVER OTHERWISE the said land hereditament and premises hereby transferred or any part thereof now are or is or at any time heretobefore were or was situated butted and bounded called known numbered described or distinguished. TOGETHER WITH all courts, court yeards, arrears, swerés, drains ways, paths, water, courses, lights liberties, easement privileges rights, advantages, appendages and appurtenances whatsoever to the said message tenament or dwelling house land hereditaments and premises belonging to or any wise

contd...p/9.





- 9 -

appertaining to or with the same or any part thereof held use occupied or enjoy or reputed to belong or be appurtenants thereto AND the reversion or reversions remainder or remainders and yearly and monthly and other rents issues and profits thereof. AND the estate right title interest and demand whatsoever of the said vendors in to and upon the said messuage tenant or dwelling land hereditaments and premises or every part thereof and all deeds pattahs, muniments, writings and evidence of title which anywise exclusively relate to the said measuage tenament or dwelling house land

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- 10 -

hereditaments and premises or any part or parcel thereof and which now are or hereafter shall or may be in the custody and power of the vendor any person or persons from whom he can or may procure the same without action or suit at law or in equity. TO HAVE AND HOLD the same unto and to the use of the said purchaser absolutely and forever and free from all encumbrances, and the vendor do hereby covenant with the purchaser THAT NOTWITHSTANDING any act deed matter or

contd...p/11.





- 11 -

thing whatsoever by the said vendor done or executed or knowingly suffered to the contrary they the said vendor now are lawfully rightfully and absolutely swized and possessor otherwise well and sufficiently entitled to the said messuage tenement or dwelling house land hereditaments and premises hereby granted or expressed so to be and every part thereof fore a perfect and indefeasible estate of inheritance without any manner or condition use trust claim demand or lien and have in themselves good rightfull Power and absolute authority to grant transfer and convey the said messuage tenement or dwelling house land hereditaments and premises hereby granted transferred and conveyed or expressed or intended so to be unto the use of the said purchaser in the manner aforesaid.

contd...p/12.



AND that the said purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said messuage tenement or dwelling house land hereditaments and premises and receive the rents issues and profits without any lawful eviction interruption claim and demand whatsoever from or by said vendor or any person or persons lawfully or equitably claiming from under or in trust for them.

AND that free and clear freely and absolute acquitted exonerated and discharged from or by the said vendor and well and effectual saved defended kept harmless and indemnified of from and against all and all manner of former and other estates rights title lien charges and encumbrances whatsoever created made done occasioned or suffered by the said vendors or any person or persons right fully claimed or to claim through under or in trust for them.

AND further that the said vendor and all persons having lawfully or equitably claiming as estate or interest whatsoever in the said messuage tenement or dwelling house land hereditament and premises or any part thereof from under or in trust for the said vendor shall and will



from time to time and at all times hereafter at the request and costs of the said purchaser execute or cause to be executed all such acts deeds and things whatsoever for further and more perfectly assuring the said meassage tenament or dwelling house land hereditaments and premises and every part thereof unto and to the use of the said purchaser in manner aforesaid as shall or may be reasonably required.

AND THAT THE PURCHASER is assured that the vendor and all their heirs, executors and administrators shall at all times hereafter indemnify and keep indemnified the purchaser, her heirs, and executors, administrators and assigns against all loss, damages, cost charges and expenses if any suffered by reason of any defect in title of the vendor or any breach of the covenants hereunder contained and vendor will rectify the defects or errors at the cost of purchaser.

THE SCHEDULE ABOVE REFERRED TO:  
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ALL THAT piece or parcel of land measuring more or less 4 (four) cottahs 3 (three) chittacks approx. with Brick built walled and C.I. Roofed structure delineated in the Map or Plan hereto annexed and thereon bordered 'RED' together with all the (rights to use the 16' feet wide common

contd..p/14.



passage other- western side which must not be obstructed in any manner which will cause inconvenient to other occupant of the premises being portion of the Municipal premises no. 27, P.C. Ghosh Road formerly No. 55, Panchanantala Road, now Numbered as 29, Pijush Chandra Ghosh Road, within the South Dum Dum Municipality Thana Lake Town and sub - Registration office Bidhan Nagar appertaining to Government KHAS Mahal Estate Touzi No. 1296 DIHI panchannagram Division II Dihi Ultadanga sub- division III, Mouza - Patipukur ( formerly Purba Dakshindari ) partly in Dag No. 1056 and 1057 ( formerly part of Dag Nos. 480 and 481 ) Khatian Nos. 504 , 505, 512 and 513 ( formerly khatian No. 230 ) District of 24 Parganas (N) and paying an annual revenue Rs. 11.60 to the Government of west Bengal for the whole of premises No. 27, and 55A P.C. Ghosh Road, which should be apportioned by the authority, and present Municipal Tax for whole of 8 (eight) cottahs land with structure at present Rs. 63.13 paise per quareter butted and bounded in the manner following:-

- ON THE NORTH : 2' passage belonging to purchaser and thereafter vendors 2' feet passage and passage and Pucca R.C. Structure occupied by Mahendra Kumar. Anchalika .
- ON THE SOUTH : Purchaser's structure and passage; and boundary wall and thereafter passage of Kanai Sarkar;
- ON THE EAST : Land belongs to Kanai Sarkar;
- ON THE WEST : 16' feet wide common passage belongs to Vendor and others .



IN WITNESS WHEREOF the vendor doth hereunto set and subscribed his hands and seal the day month and year first above written.

SIGNED AND DELIVERED

by the vendor in the

Presence of:-

1. Sunil Kumar Datta  
17c, Girish Avenue  
Calcutta - 700003.
2. Sri Shyamal Acharya  
166, Seth-Bagan Rd.  
Cal-30.

Ashit Kumar Datta  
SIGNATURE OF THE VENDOR.



RECEIVED of and from the within-named purchaser the within mentioned sum of Rs. 1,90,000/- (Rupees one Lac ninety thousand) only for the said property mentioned in the schedule as per memo below:

- 1) Indian Oversease Bank  
Barabazar Branch  
By cheque No. 534976 for  
on 17.8.93. Rs. 1,00,000.00
- 2) By cheque No. 534978 for  
dated 20.8.93 on the Same Bank. Rs. 50,000.00
- 3) By cheque no. 534980 dated 27.8.93  
for ....  
on the same Bank Rs. 40,000.00  
Rs. 1,90,000.00

(rupees one lakh ninety thousand only).

WITNESS:

1. *Symil Kumar Das*  
101C, Girish Avenue,  
Calcutta - 700003
2. *Shyamal Acharya*  
166, Seeta Bagan Rd,  
Cal-30.

*Ashit Kumar Dutta*  
Signature of the vendor.

Drafted by:-

*Shyamal Kumar Acharyee.*

Shyamal Kr. Acharyee  
Bidhan Nagar Sub-Registry Office  
Licence No. DW-XVI-3.

Typed by:-

*Tapam Das*