

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, **2004** BETWEEN \_\_\_\_\_ residing at \_\_\_\_\_ hereinafter referred to as **THE OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, executors, administrators and assigns) of the **ONE PART**

**AND**

\_\_\_\_\_ a private limited Company/Partnership firm having its registered office at \_\_\_\_\_, hereinafter referred to as **THE DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Director or Directors – Partner or Partners, successors in office and/or assigns) of the **OTHER PART**.

**W H E R E A S :**

- A. The Owners herein are absolutely seized and possessed of or otherwise well and sufficiently entitled to All That the **Premises No.** \_\_\_\_\_ containing by admeasurement **\_ bighas \_ cottahs \_ chittacks \_ sq.ft.** (more or less) Together With the buildings, structures and constructions thereon (more fully and particularly described in the **Schedule** hereunder written and hereinafter for the sake or brevity referred to as the **said property**), free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever.
- B. The entirety of the said premises is presently under the occupation of the Owners **(together with tenants / occupants) if any.**
- C. At the request of the Developer, the Owners have agreed to develop the said property and to commercially exploit the same for the consideration and on the terms and conditions hereinafter appearing.

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

**ARTICLE I – DEFINITIONS**

Unless in these presents there is something in the subject or context inconsistent therewith.

- 1.1 **PREMISES** - shall mean the **Premises No.** \_\_\_\_\_ containing by admeasurement approx. **\_ bighas \_ cottahs \_ chittacks \_ sq.ft.** (more fully and particularly described in the **Schedule** hereunder written).
- 1.2 **BUILDING** - shall mean the building to be constructed on the said premises as per the plan approved by the Owners and shall include the parking and other spaces intended or meant for the enjoyment of the building.
- 1.3 **OWNERS & DEVELOPER** - shall include their respective transferees.
- 1.4 **COMMON FACILITIES** – shall include corridors, hallways, stairways, landings, lift/s, lift room, water reservoir, pump room, passageways, driveways, gardens, parkways, generator room (if necessary) and other spaces and facilities whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building(s) and/or common facilities or any of their thereon as the case may be.
- 1.5 **SALEABLE SPACE** - shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 1.6 **OWNERS' ALLOCATION** - shall mean the saleable space allocable to the Owners in the building to be constructed in the manner hereinafter provided but not less than **0%** of total saleable space.
- 1.7 **DEVELOPER'S ALLOCATION** - shall mean the saleable space allocable to the Developer in the building to be constructed in the manner hereinafter provided but not less than **D%** of total saleable space.
- 1.8 **ARCHITECT** - shall mean any person or persons or firm or firms appointed or nominated by the Developer as the Architect(s) of the building.
- 1.9 **DEVELOPER** – shall mean \_\_\_\_\_.

- 1.10 **BUILDING PLAN** - shall mean the plans for construction of the building duly approved by the Owners and submitted to The Kolkata Municipal Corporation for sanction and shall include any amendments thereto or modifications thereof made or caused by the Developer after the approval of the Owners.
- 1.11 **TRANSFER** - with its grammatical variations shall include a transfer by possession and by any other means adopted for affecting what is understood as a transfer of space in a multi-storied building to purchasers thereof although the same may not amount to a transfer in law.
- 1.12 **TRANSFeree** - shall mean a person to whom any space in the building has been transferred.
- 1.13 **MASCULINE GENDER** - shall include feminine gender and vice versa.
- 1.14 **SINGULAR NUMBER** - shall include plural number and vice versa.

## **ARTICLE II - TITLE INDEMNITIES AND REPRESENTATIONS**

The Owners doth hereby declare and covenant with the Developer as follows:

- 2.1 That the Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the said premises.
- 2.2 That the said premises is free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments and trusts of whatsoever or howsoever nature **(save and except the present tenancy/occupancy, if any)**.
- 2.3 That excepting the Owners, no one else has any right, title, interest, claim or demand whatsoever or howsoever over and in respect of the said premises or any portion thereof.
- 2.4 That there is no attachment under the Income Tax Act or under any of the provisions of the Public Debt Recovery Act in respect of the said premises or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings has been received or served on the Owners or any of them to the knowledge of the Owners.
- 2.5 The Owners have the absolute right and authority to enter into this agreement with the Developer in respect of their respective undivided share in the premises agreed to be developed.
- 2.6 The share held by the Owners in the entirety of the said premises is well within the ceiling limit and the Owners do not own any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 2.7 As far as the Owners are aware, there is no bar or impediment, legal or otherwise, in the Owners obtaining the certificate under Section 230A of the Income Tax 1961, and the Owners agreed to obtain the necessary certificate under Section 230A of the Income Tax Act, 1961.
- 2.8 If necessary, the Owners shall also obtain permission from the Reserve Bank of India or from any other authority, if required under law, for effective implementation of these presents.
- 2.9 The Developer hereby undertakes to indemnify and keep indemnified the Owners from and against any and all actions, charges, liens, claims, encumbrances and mortgages, or any third party possessory rights in the said premises arising out of or due to the negligence or non-compliance of any law, bye-law, rules and regulations of The Kolkata Municipal Corporation and other Govt. or local bodies as the case may be and shall attend to answer and be responsible for any deviation, omission, violation and/or breach of any of the said laws, laws-laws, rules and regulations or any accident in or relative to the construction of the building. All costs and charges in this regard shall be paid by the Developer.

### **ARTICLE III – COMMENCEMENT**

This Agreement shall commence or shall be deemed to have commenced on and with effect from the date of execution of this Agreement.

### **ARTICLE IV - DEVELOPER'S RIGHT OF CONSTRUCTION**

- 4.1 The Owners hereby grant exclusive right to the Developer to build upon and to commercially exploit the said premises in any manner as the Developer may choose by constructing a building thereon in accordance with the plan as may be sanctioned by K.M.C.
- 4.2 As soon as reasonably feasible, the Owners shall apply to the Appropriate Government or Authority under the Urban Land (Ceiling & Regulation) Act, 1976, or to any other Government Body or Authority concerned in this behalf for exemption of the premises from the provisions of Chapter - III of the Urban Land (Ceiling & Regulation) Act, 1976, and/or for permission for development of the premises for the construction of a building/s thereon. All expenses involved in doing so shall be borne by the Owners.
- 4.3 The Owners at the cost of the Developer from time to time, shall submit the building plan or plans to The Kolkata Municipal Corporation and/or other Appropriate Government Authorities under the Urban Land (Ceiling & Regulation) Act, 1976, or to any other Body, Authority or Government for sanction, permission, clearance or approval of the plans as may or shall be required for the construction of the building on the said premises. The Developer shall cause all such changes in the building plan as shall be required by the Government or any Authority aforesaid or to comply with any sanction, permission, clearance or approval as aforesaid and keep the Owners informed of all such developments.
- 4.4 The Owners shall from time to time submit all further plans and/or applications and other documents and papers and do all further acts, deeds, matters and things as may be required to obtain exemption for the premises under Section UL (3) of the Urban Land (Ceiling & Regulation) Act, 1976, and/or obtain permission for development of the premises for construction of building/s thereon and/or to obtain clearance of the building plans for the building from the appropriate Government and/or any of the authorities contemplated in Clause 4.3 hereof, or otherwise for the purpose of and/or otherwise to obtain all such clearances, sanctions, permissions and/or authorities as shall be necessary for the construction of the building on the premises.
- 4.5 All applications, plans, documents and other papers referred to in Clause 4.3 and 4.4 above, shall be submitted by or in the name of the Owners of the premises, but otherwise at the cost and expense of the Developer, and the Developer shall pay and bear all expenses for submission of plans, etc. and other like fees, charges and expenses required to be paid or deposited for sanction of the building plans for the building or otherwise to obtain sanction for the construction of a building thereon PROVIDED ALWAYS that the Developer shall be exclusively entitled to all refunds of any and all payments and/or deposits made by it.
- 4.6 Immediately after the municipal plans are sanctioned for the proposed building, the Owners shall move to such alternative accommodation which shall be taken up by the Owners and the Developer shall start making payment of Rs. \_\_\_\_\_/- per month till the Owners are handed over the Owners' Allocation.
- 4.7 The Owners shall approve the plans prepared by the Developer for submission to The Kolkata Municipal Corporation for sanction. The Owners and the Developer will earmark their respective allocations on such plans. In the event for some reason these plans are not approved and/or sanctioned by The Kolkata Municipal Corporation, then the Developer shall prepare such other plans as may be mutually agreed upon between the Developer and the Owners and their respective allocations shall be made again as per mutual understanding.
- 4.8 Immediately on the Owners vacating the existing old building, the Developer or the Owners individually or jointly shall allocate the work of demolition of the existing old structure(s) to a demolition Contractor giving the highest bid, and the net proceeds arising out of such demolition shall be shared equally/proportionately by the Owners and the Developer.

## **ARTICLE V - TITLE DEEDS**

- 5.1 Immediately after the execution of this Agreement, the Owners shall make it convenient for the Developer to have access to the original title deeds by keeping them deposited with the Owners' Lawyers and Advocates at Kolkata.
- 5.2 The Developer or its nominee(s) or the transferees of Owners and the Developer shall be entitled for inspection of the said title deeds.
- 5.3 The Owners shall make out the marketable title in respect of the said premises free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever.
- 5.4 The deed or deeds of conveyance shall be executed in favour of the Developer or its nominee(s) in such part or parts as the Developer shall require. The cost involved in doing so shall be borne by the Developer or its nominee(s).

## **ARTICLE VI – POSSESSION**

- 6.1 Within 2 months from the date of the plan being sanctioned by The Kolkata Municipal Corporation, and the Owners having obtained all necessary permissions, approvals and sanctions, the Owners shall allow the Developer to commence, carry out and complete the construction of the proposed building on behalf of the Owners and the Developer as per the terms and conditions and as per the specifications as set out in these presents and within a period of 30 months. All costs, charges and expenses incurred by the Developer for constructing and completing the said proposed building shall be paid by the Developer.
- 6.2 The Owners shall put the Developer for the said proposed building in vacant possession of the said property to commence construction in accordance with the Municipal Sanction Plan and shall allow the Developer to remain in occupation of the said premises for the purposes of construction and allied activities during the continuation of this agreement and until such time the building is completed in all respects. During such period the Owners shall not prevent the Developer or in any way interfere with its quiet and peaceful occupation of the said premises except in such circumstances when the Owners have reasons to believe that the Developer and/or its Sub-Contractor are not carrying out their function in terms of the agreement.
- 6.3 Inasmuch as the construction on the said premises is concerned, the Developer shall act as its exclusive licensee of the Owners, and shall be entitled to be in occupation of the said premises as and by way of an exclusive licensee of the Owners to carry out the construction of the proposed building, save and except that the Developer shall not be entitled to create any possessory right over the said property which could be construed as transfer of the property within the meaning of the Income Tax Act of property. The Developer shall not be entitled to use the said property for any other purpose other than the purpose of construction, nor would be entitled to part with the said property to anyone till the Owners' Allocation in the proposed building is handed over to the Owners.
- 6.4 The Developer hereby undertakes and agrees to pay the corporation tax, water and all other taxes as being paid by the Owners presently, from the time of it obtaining vacant possession of different portions of the properties under this agreement till the development of the property. **(The rents enjoyed by the Owners presently will be stopped when these private tenants are vacated, and the Developer takes over possession of these tenanted portions in the main building and the annex from the private tenants).**
- 6.5 The Developer shall put the Owners in possession of the Owners' Allocation in the building to be constructed not later than 30 months from the date of sanction of the building plan by The Kolkata Municipal Corporation or the Owners giving vacant possession of the said premises to the Developer, whichever is later.

## **ARTICLE VII - SPACE ALLOCATION**

- 7.1 The entire building shall be of uniform construction with standard first-class building materials.
- 7.2 The Owners shall be entitled to **0%** of the total saleable space. For calculation of such percentage of saleable space, the total super built-up area in the building, excluding common parts and areas, shall be taken into account and the decision of the Architect as to the super built-up area shall be final and binding.
- 7.3 The Owners shall be entitled to sell, transfer and/or otherwise deal with the Owners' Allocation.
- 7.4 In consideration of the Developer having constructed the building at its own costs and made over possession of the Owners' Allocation to the Owners, the Developer shall be entitled to the remaining **D%** of the total saleable space in the said building as demarcated in the map attached consisting of the remaining said percentage of the super built-up area in the building excluding common parts and areas as referred to in Clause 7.2 above.
- 7.5 The common areas/facilities shall be jointly owned by the Owners and the Developer for the common use and enjoyment of the Owners' / Developer's Allocations of the saleable area.
- 7.6 a) The Owners shall be entitled to sell, transfer or otherwise deal with the Owners' Allocation without interference or obstruction from the Developer, for which purpose the Owners shall be entitled to enter into agreements and arrangements in the name of the Developer, for which no further consent of the Developer shall be required, and these presents by themselves shall be the consent of the Developer in that regard.
- b) Similarly, the Developer shall be entitled to sell, transfer or otherwise deal with the Developer's Allocation without interference or obstruction from the Owners, for which purpose the Developer shall be entitled to enter into agreements and arrangements in the name of the Owners, for which no further consent of the Owners shall be required, and these presents by themselves shall be consent of the Owners in that regard. The Developer however, shall not part with the possession of the Developer's Allocation till such time the Owners are given possession of the Owners' Allocation.
- 7.7 The car parking spaces, roof/terrace etc. shall also be divided in the same proportion between the two parties hereto.
- 7.8 The Owners shall have absolute right, title, ownership and exclusive possession over \_\_\_% of the roof/terrace of the proposed building to be constructed with separate entrance and walling to demarcate the Owners' portion of roof/terrace.
- 7.9 The Developer shall similarly have absolute right, title, ownership and exclusive possession over the balance \_\_\_% of the roof/terrace of the proposed building to be constructed with separate entrance and walling to demarcate the Developer's portion of roof/terrace.
- 7.10 The Developer shall be entitled to mortgage its allocation to any Institution and/or Bank and keep aside the Owners Allocation from the purview of mortgage and the Owner shall have no objection with regard to the said mortgage and shall deposit the title deeds with the Bank.

## **ARTICLE VIII - COMMON FACILITIES**

- 8.1 As soon as the building is completed, the Developer shall give a written notice to the Owners requesting them to take possession of their allocation in the building and as from the date of service of such notice and for all times thereafter the parties shall be exclusively responsible for the payment of all municipal and property taxes, rates, duties, dues and other public outgoings and impositions whatsoever (herein after for the sake of brevity referred to as the **said rates**) payable in respect of the Owners' respective allocation, such rates to be apportioned pro-rata with reference to the saleable space in the building if they are levied on the building as a whole. The Developer or it's nominee(s) will also pay in the same manner as stated above.
- 8.2 The Owners shall punctually and regularly pay the said rates to the concerned authorities or to the Developer or as otherwise specified by the Developer and shall keep the Developer indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered or incurred by the Developer as the case may be consequent upon a default by the Owners in this behalf.

- 8.3 As and from the date of service of notice of possession, the Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer service charges for the common facilities in the building payable with respect to the Owners' Allocation the said charges and taxes, light and sanitation charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipments, switchgear, transformers, generators, pump motors and other electrical and mechanical installations, appliances and equipments, stairways, corridors, halls, passageways, lift shafts, garden, parkways and other common facilities whatsoever PROVIDED THAT if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular use and/or storage or any additional maintenance or repair is required by virtue thereof in the Owners' Allocation or any part thereof, the Owners shall be exclusively liable to pay and bear the additional premium and/or maintenance or repair charges as the case may be.
- 8.4 Upon transfer of any part of the Owners' Allocation in the building, the Owners shall give notice of transfer to the Developer and the transferee(s) shall subject to the other provisions hereof be responsible in respect of the space transferred to pay the said rates and the service charges for the common facilities.
- 8.5 Should the Owners fail to pay any amount payable in respect of the said rates or service charges for the common facilities within 15 days of demand, in that behalf the Owners shall be liable to pay interest on the outstanding at the rate of 18% per annum for the period from the last due date of payment up to payment in full. The Developer will also collect the service charges for the common facilities from its nominee(s) till such time the Holding Organization is being formed.

#### **ARTICLE IX – CONSIDERATION**

- 9.1 In consideration of the Developer having agreed to build, erect and complete the said building and to make available the Owners' Allocation, the Developer shall be entitled to be the sole Owner in respect of the Developer's Allocation and also to have an undivided proportionate share or interest in the land comprised in the said premises which is attributable to the Developer's Allocation.
- 9.2 The said undivided proportionate share or interest in the land attributable to the Developer's share shall be transferred in favour of the Developer or its nominee or nominees and for the purpose of the same the costs, charges and expenses incurred for completion of the Owners' Allocation shall be the consideration for sale and transfer of the said undivided proportionate share in the land comprised in the said premises in favour of the Developer or its nominee or nominees and which is attributable to the Developer's Allocation. The said consideration amount shall be apportioned in various deeds of conveyances to be executed by the Owners in favour of the Developer or its nominee(s) at the cost of the Developer and/or its nominee(s).
- 9.3 After the completion of the project, the Owners shall execute Deeds of Conveyances for the undivided proportionate share of land attributable to the remaining **D%** area of the proposed construction (Developer's Allocation) in favour of the Developer or its nominee(s), in such part or parts as may be requested by the Developer. The Owners shall continue at their own cost to obtain clearance under Section 230A of the Income Tax Act required for executing such Deeds of Conveyances. All other costs like stamp fees, registration charges, etc. would be borne by the Transferees. The consideration for such transfers shall be the cost of construction of **O%** of the proposed construction (Owners' Allocation).

#### **ARTICLE X - TIME FOR COMPLETION**

- 10.1 The building shall be completed within **24 months** from the date of sanction of the plan by The Kolkata Municipal Corporation or from the date when vacant possession of the said premises is made over to the Developer, whichever is later and unless the Developer is prevented by the circumstances beyond its control.

- 10.2 In the event the Developer fails to complete the said proposed building within the said stipulated period of **24 months** for reasons beyond its control, or on account of force majeure which would include storm, tempest, flood, earthquake, riots, war, etc., in that event the Developer shall pay to the Owners a penalty of **Rs. \_\_\_\_\_/-** only per month for the first **6 months** after the expiry of **30 months** and **Rs. \_\_\_\_\_/-** only for the subsequent months, till such time the construction is completed in all respects, unless the Developer is prevented to carry on and/or complete the construction of the said property by any act of God or State, litigation or by any circumstance beyond the control of the Developer. The completion of the building shall mean the completion of construction in all respects but would not necessarily mean the issue of the Completion Certificate or Occupation Certificate by the Municipal Authorities. An Architect's Certificate certifying the completion of the building in all respects would amount to such completion.
- 10.3 In the event the Developer is unable to complete the proposed building within a period of **42 months** from the date of commencement of construction for any other cause other than reasons set out in the Clause 10.2 above, the Owners shall be entitled to rescind this agreement and to take appropriate action. The Owners shall have the right to enter into the property and take possession of the said same and get the unfinished work completed by any other Developer. The Owners shall also have the right to take possession and to dispose off the Developer's Allocation of the constructed area and to adjust/appropriate all amounts required for the completion of the said project and all its other claims including penalty amounts etc. with the sale proceeds of the Developer's Allocation and the Developer shall have no right whatsoever to interfere with the activities of the Owners in this regard.

### **ARTICLE XI – MISCELLANEOUS**

- 11.1 The Owners and the Developer have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the Owners and the Developer or as a joint venture or joint ventures, nor shall the Owners and the Developer in any manner constitute an association of persons. Each party shall keep the other indemnified from and against the same.
- 11.2 The Developer shall be entitled to nominate this Agreement in favour of a Partnership Firm or a Private Limited Company in which the Developer is a Partner and/or a Shareholder and/or Director in which event this agreement would be considered to have been executed between the Owners and such Partnership Firm or Private Limited Company.
- 11.3 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 a force majeure with a view that obligation of the party affected by the force majeure shall be suspended for the duration of the force majeure.
- 11.4 Force majeure shall mean flood, earthquake, riots, war, storm, tempest, civil commotion, strike, lock-outs or any other act or commission beyond the control of the party affected thereby.
- 11.5 It is understood that from time to time to enable the construction of the building by the Developer, various deeds, matters and things, not herein specifically referred to, 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' relative(s) to which no specific provisions have been made herein, the Owners hereby authorize the Developer to do all such acts, deeds, matters and things and undertake forthwith upon being required by the Developer in this behalf to execute any such additional powers of authorities as may be required by the Developer for the purpose and also undertake to sign and execute all such additional applications and other documents as may be required for the purpose with prior approval of the Owners and by giving prior information.
- 11.6 The Developer shall in consultation with the Owners and their approval frame the rules and regulations regarding the uses and rendition of common services and also the common restrictions which have to be normally kept in the sale and transfer of the Ownership flats.
- 11.7 The Owners hereby agree to abide by all the rules and regulations of such Management Society / Association / Holding Organization and hereby give their consent to abide by the same.

- 11.8 Any notice required to be given by the Owners shall be without prejudice to any other mode of service available deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post and shall be deemed to have been served on the Developer by the Owners. Similarly, any notice required to be given by the Developer shall be without prejudice to any other mode of service available deemed to have been served on the Owners if delivered by hand or sent by prepaid registered post and shall be deemed to have been served on the Owners by the Developer.
- 11.9 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof, in favour of the Developer other than exclusive license to the Developer to commercially exploit the same in terms hereof.
- 11.10 As and from the date of completion of the building, the Developer and/or its transferee(s) and the Owners and/or their transferee(s) shall be liable to pay and bear proportionate charges on account of wealth and other taxes payable in respect of their respective spaces.

#### **ARTICLE XII – ARBITRATION**

- 12.1 In case of any dispute, differences or questions arising between the parties with regard to the interpretation, meaning or scope of this agreement or any rights and liabilities of the parties under the agreement or out of the agreement or in any manner whatsoever concerning this agreement the same shall be referred to the joint arbitration of **Mr. \_\_\_\_\_ (Solicitor & Advocate) of \_\_\_\_\_ and Mr. \_\_\_\_\_ (Solicitor & Advocate) of \_\_\_\_\_**, under the provisions of the Indian Arbitration Act, 1940, and/or statutory modification or enactment thereto and the Award made and published by the said Joint Arbitrators shall be final and binding on the parties and upon their failing or refusing or becoming incapable to act as the Arbitrators the same shall be referred to the arbitration in accordance with the provisions of the Indian Arbitration Act, 1940, or any statutory enactment of modification shall be binding, final and conclusive on the parties hereto.

#### **ARTICLE XIII – JURISDICTION**

- 13.1 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties.

#### **THE SCHEDULE ABOVE REFERRED TO**

**ALL THAT** the piece and parcel of land containing by admeasurement an area of **\_\_ cottahs \_\_ chittacks \_\_ sq.ft.** (be the same, a little more or less) situate lying and being **Premises No. \_\_\_\_\_**, butted and bounded as follows :

<b>NORTH</b>	-	<b>By</b>
<b>SOUTH</b>	-	<b>By</b>
<b>EAST</b>	-	<b>By</b>
<b>WEST</b>	-	<b>By</b>

**IN WETNESS WHEREOF** the parties hereto have set and subscribed their respective hands and seals this day, month and year first above written:

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

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