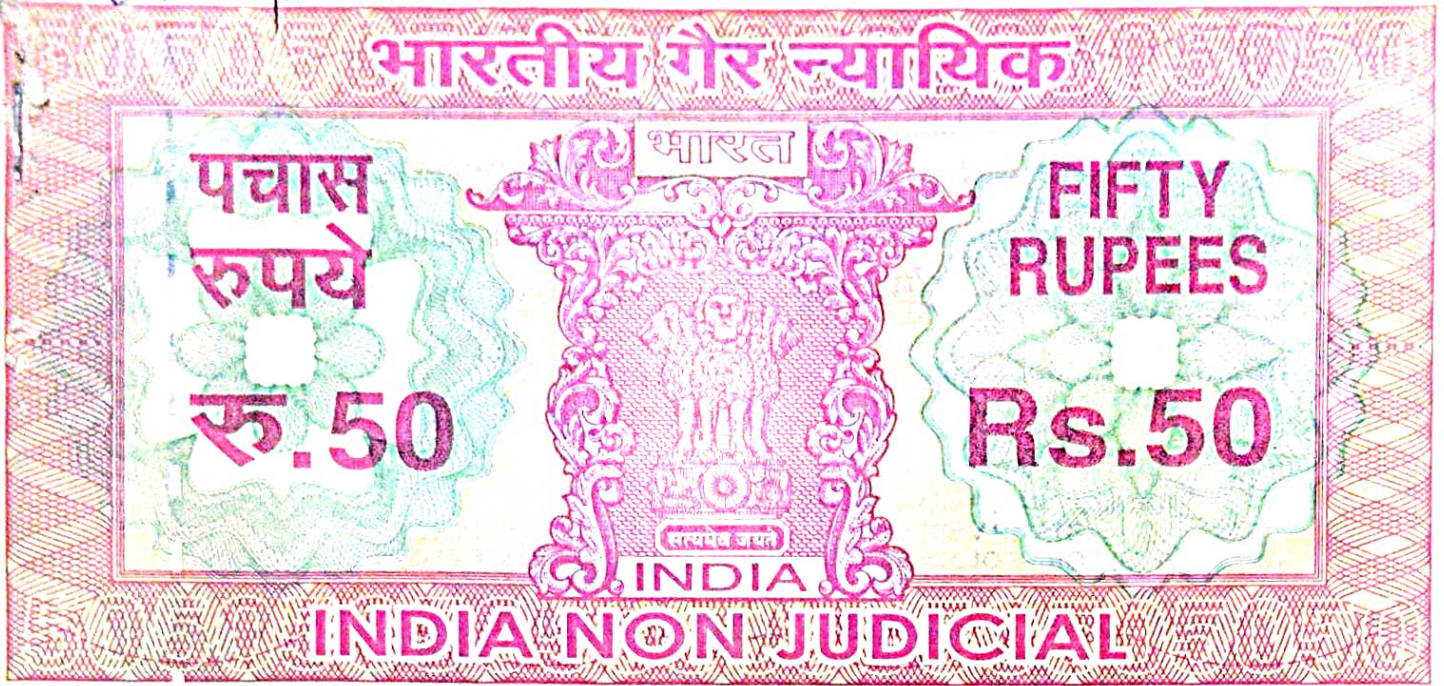


04484/21

4540/2021



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Certified that the document is admitted to registration. The stamp and fee are duly entered and the document is the part of the instrument. AC 795672

District Sub-Registrar-II
Alipore, South 24 Parganas

DEVELOPMENT AGREEMENT

J 0 MAY 2021

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT made this the...^{10th}.....day of May, Two Thousand Twenty One BETWEEN:

SMT. BULU GUHA, (PAN: AVVPG9696G), (AADHAR NO. 4602 0893 6986) wife of Late Tarun Kumar Guha by faith Hindu, by Nationality Indian, by occupation retired person residing at Premises No 3/45, Sanghati Colony, Police Station formerly Jadavpur at present Netaji Nagar, Post Office

SL. NO. 2351 D. 20 APR 2021


NAME..... S. C. MAZUMDER (ADV)
ADDRESS..... ALIPORE POLICE COURT
KOLKATA-700027

RS. 50/-


TANMOY KAR PURKAYASTHA
(STAMP VENDOR)
ALIPORE POLICE COURT
KOLKATA-27

552807 98




District sub-Registrar-II

Alipore, South 24 Parganas

10 MAY 2021

Sital Halder
S/o. Sri. S. Halder
of Alipore police Court-
KOLKATA-700027.
Law clerk

Naktala, Kolkata- 700047, in the District of South 24 Parganas, hereinafter referred to as the "OWNER" (which expression unless excluded by or repugnant to the context hereof shall mean and include her respective heirs, executors, administrators, legal representatives and assign) of the ONE PART.

AND

AAWRAN REALTY a proprietorship firm having its office at Premises No. 82/9A, Ballygunge Place, Post Office - Ballygunge, Police Station - Gariahat, Kolkata – 700 019, represented by its proprietor SRI RAHUL SINGH, (PAN : GFZPS3537A), (AADHAR NO. 5374 9626 9439) son of Sri Arjun Singh, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at the Premises No. 82/8A, Ballygunge Place, Post Office - Ballygunge, Police Station - Gariahat, Kolkata – 700 019, District – South 24 Parganas hereinafter referred to as the "PROMOTER/ DEVELOPER" (which expression unless excluded by or repugnant to the context hereof shall mean and include his respective heirs, executors, administrators, legal representatives and assign) of the OTHER PART;

W H E R E A S the Government of the State of West Bengal with the intent to rehabilitate a large number of refugees, the victim of circumstances after the Partition of India from East Pakistan now Bangladesh acquired vast area of land in the urban areas for homestead purpose comprising in C S Dag No 563 (P), Mouza Raipur, Police Station formerly Jadavpur at present Netaji Nagar, in the District of South 24 Parganas under the provision of L.D.P. Act of 1948/L.A Act I of 1894.

AND WHEREAS the Governor of the State of West Bengal, represented by the Deputy Director (Development), Refugee Relief & Rehabilitation

Directorate, Government of West Bengal as the Donor mentioned therein of the One Part grant and transfer absolute right, title and interest of All That piece or parcel of land measuring 3 (three) Cottahs, 14 (fourteen) Chittacks 0 (zero) Square Feet be the same little more or less comprising in C S Dag No 563 (P), Mouza Raipur, Police Station formerly Jadavpur at present Netaji Nagar, in the District of South 24 Parganas, Sub Registration Office Alipore unto in favour of Sri Sailendra Nath Ghosh son of Late Chintaharan Ghosh and Smt. Shibani Ghosh wife of Sri Sailendra Nath Ghosh both residing at Sanghati Colony as the Donee mentioned therein of the Other Part by an Indenture of Gift dated 4th April, 1988 which was duly registered in the Office of Additional District Sub Registrar of South 24 Parganas at Alipore and recorded in Book -1, Volume No. VI, Pages from 289 to 292, Being No. 448 for the year 1988.

AND WHEREAS by virtue of the said Indenture of Gift dated 4th April, 1988, the said Sri Sailendra Nath Ghosh and Smt. Shibani Ghosh thus became the absolute joint Owners and seized and possessed and well sufficiently entitled to All That piece or parcel of land measuring 3 (three) Cottahs, 14 (fourteen) Chittacks 0 (zero) Square Feet be the same little more or less comprising in C S Dag No 563 (P), Mouza Raipur, Police Station formerly Jadavpur at present Netaji Nagar, in the District of South 24 Parganas, Sub Registration Office Alipore and were enjoying the same free from all encumbrances, charges or liens whatsoever.

AND WHEREAS Sri Sailendra Nath Ghosh and Smt. Shibani Ghosh duly mutated their names in the Assessment records of the then Calcutta Corporation and the said plot of land was numbered as 54/53, Raipur Road, being Assessee No. 210990410999, under Ward No. 099, also known by it's mailing address being No. 3/70, Sanghati Colony, Kolkata- 700 047 and subsequently constructed a brick built building measuring about 1000 square feet on the said premises.

AND WHEREAS Shibani Ghosh since deceased who was governed by the Dhayabhaga School of Hindu Law died intestate on 20.11.1995 leaving behind her husband Sri Sailendra Nath Ghosh as her only legal heir.

AND WHEREAS Sri Sailendra Nath Ghosh since deceased upon the demise of his wife being a issueless in his wedlock thus became the absolute sole Owner of All That piece or parcel of land measuring 3 (three) Cottahs, 14 (fourteen) Chittacks 0 (zero) Square Feet be the same little more or less comprising in C S Dag No 563 (P), Mouza Raipur, Police Station formerly Jadavpur at present Netaji Nagar, in the District of South 24 Parganas, Sub Registration Office Alipore being Premises No. 54/53, Raipur Road, Police Station formerly Jadavpur at present Netaji Nagar, being Assessee No. 210990410999, under Ward No. 099, also known by it's mailing address being No. 3/70, Sanghati Colony, Kolkata- 700 047.

AND WHEREAS while said Sri Sailendra Nath Ghosh alias Sri Sailendra Nath Ghose was in peaceful possession and enjoyment as the absolute Owner, out of his natural love and affection gifted All That piece or parcel of land measuring 3 (three) Cottahs, 14 (fourteen) Chittacks 0 (zero) Square Feet be the same little more or less comprising in C S Dag No 563 (P), Mouza Raipur, Police Station formerly Jadavpur at present Netaji Nagar, in the District of South 24 Parganas, Sub Registration Office Alipore being Premises No. 54/53, Raipur Road, Police Station formerly Jadavpur at present Netaji Nagar, being Assessee No. 210990410999, under Ward No. 099, also known by it's mailing address being No. 3/70, Sanghati Colony, Kolkata- 700 047 to his sister Smt Bulu Guha wife of Tarun Kumar Guha since deceased by an Indenture of Gift dated 24th June, 2005, which was duly registered in the Office of Additional District Sub Registrar , Alipore South 24 Parganas and recorded in Book -1, Volume No. 181, Pages from 1 to 18, Being No. 02627 for the year 2005.

AND WHEREAS by virtue of the said Indenture of Gift dated 24th June, 2005, Smt. Bulu Guha thus became the absolute Owner and seized and possessed and well sufficiently entitled to All That piece or parcel of land measuring 3 (three) Cottahs, 14 (fourteen) Chittacks 0 (zero) Square Feet be the same little more or less comprising in C S Dag No 563 (P), Mouza Raipur, Police Station formerly Jadavpur at present Netaji Nagar, in the District of South 24 Parganas, Sub Registration Office Alipore being Premises No. 54/53, Raipur Road, Police Station formerly Jadavpur at present Netaji Nagar, being Assessee No. 210990410999, under Ward No. 099, also known by it's mailing address being No. 3/70, Sanghati Colony, Kolkata- 700 047 and was enjoying the same free from all encumbrances, charges or liens whatsoever.

AND WHEREAS Smt. Bulu Guha had now decided and agreed to develop her property as the lawful Owner of All That piece or parcel of land measuring 3 (three) Cottahs, 14 (fourteen) Chittacks 0 (zero) Square Feet be the same little more or less comprising in C S Dag No 563 (P), Mouza Raipur, Police Station formerly Jadavpur at present Netaji Nagar, in the District of South 24 Parganas, Sub Registration Office Alipore being Premises No. 54/53, Raipur Road, Police Station formerly Jadavpur at present Netaji Nagar, being Assessee No. 210990410999, under Ward No. 099, also known by it's mailing address being No. 3/70, Sanghati Colony, Kolkata- 700 047 which is morefully described and mentioned in the "Schedule - A" herein below hereinafter referred to as the said "Property".

AND WHEREAS the said Owner and Promoter/Developer have jointly agreed and settled terms and conditions for their mutual benefit and interest for finalisation of promoting and developing the "Property" and it covenanted as under:-

1. That the Owner had agreed to develop and promote and the Promoter/Developer had agreed and accept to develop and promote All That piece or parcel of land measuring 3 (three) Cottahs, 14 (fourteen) Chittacks 0 (zero) Square Feet be the same little more or less comprising in C S Dag No 563 (P), Mouza Raipur, Police Station formerly Jadavpur at present Netaji Nagar, in the District of South 24 Parganas, Sub Registration Office Alipore being Premises No. 54/53, Raipur Road, Police Station formerly Jadavpur at present Netaji Nagar, being Assessee No. 210990410999, under Ward No. 099, also known by it's mailing address being No. 3/70, Sanghati Colony, Kolkata- 700 047 which is more fully described and mentioned in the Schedule 'A' hereinbelow hereinafter referred to as 'the said property'.
2. That the Owner has not entered into any Memorandum of Understanding and/or Agreement for Sale and/or Agreement for Joint Venture in connection with the said property with any other person or persons, firms or company. If so, all the Agreement previous to this present will be liable to be cancelled and this present Agreement will be in force.
3. That the Owner shall make out a good marketable title of the said property and will produce all the relevant deeds, records, papers and documents to the Promoter/Developer.
4. That the Promoter/Developer will bear all cost and expenses for preparing building plan, revised plan, submission of the same, payment of sanctioned fees and obtaining sanction plan and/or revised sanction plan of the said property from the Kolkata Municipal Corporation and the Owner will sign all necessary papers, documents, plan etc. only for KMC purpose to be produced by the Promoter/Developer from time to time.

5. The Owner will also execute a registered General Power of Attorney in favour of the Promoter/Developer authorising and empowering Promoter/Developer to take all necessary steps in connection with the construction of the proposed building on the said land, sale of flats and execution of conveyances relating thereto with common facilities in Promoter/Developer allocation in the proposed construction, appointment of Engineers, Architects, Agents, Contractors, etc. and to represent the Owner before the Municipal Authority and any other authority or authorities concerned, to sign any application, schemes, drawings, maps or any other writings for deviation or alteration on her behalf, appear before any authority or authorities and undertake the construction of the proposed building.
6. That the Promoter/Developer shall be entitled to enter in to agreement for sale of the flats in the proposed building at any time after execution of these presents by accepting earnest money and/or advance from the individual intending buyer relating to sale of Flats in respect of Promoter/Developer allocation in the said new building to be constructed.
7. That the Promoter/Developer will have to complete the construction of the buildings and hand-over Owner's allocation to the Owner within 24 (twenty four) months from the date of receiving vacant physical possession of the said premises with proper declaration from the Promoter/Developer to the Owner and or upon obtaining sanction building plan from the Kolkata Municipal Corporation. In case Promoter/Developer fail to complete the building and further fail to handover the Owner's allocation to the Owner within 24 (twenty four) months due to any unforeseen circumstances, the aforesaid period of 24 (twenty four) months will be extended by 6 (six) months

but the same should not exceed 30 (thirty) months under any circumstances.

8. That the allocation of share of both the Owner and the Promoter/Developer will be at 50: 50 (fifty: fifty) ratio respectively of the covered flat area and car parking space, to be sanctioned by the Kolkata Municipal Corporation.

That the Owner will be allotted entire first and third floor to be constructed at the said premises and fifty percent of the car parking space on the ground floor of the said new building to be sanction by the Kolkata Municipal Corporation.

That the Promoter/Developer will be allotted entire second and fourth floor, to be constructed at the said premises and fifty percent of the car parking space on the ground floor of the said new building to be sanction by the Kolkata Municipal Corporation.

That the roof of the said new building will be commonly used by the Owner and the Promoters/Developers.

The Promoter/Developer will first give possession of the Owner's allocation before handing over possession of the flats in their allocation.

That apart from the Owner allocation the Promoter/Developer shall pay a non refundable sum of Rs.10,00,000.00 (Rupees ten lakh) only at the time of execution of this Agreement.

The Promoter/Developer shall also make arrangement for one no. two bedroom flat alternative accommodation for the Owner herein till the delivery of flat to be allotted to her in the newly constructed building and the Promoter/Developer will bear the rent of Rs. 10,000.00 (Rupees ten thousand) only per month and all cost and expenses for the temporary shifting till the completion of the said new building of the Owner during the period of construction of the said new building.

The Promoter/Developer will issue 24 + 6 (in case of additional six months extension) post dated cheques towards the rent for alternative accomodation to the Owner on and from the date of receiving vacant possession of the said premises.

9. That the Promoter/Developer will dismantle the existing building at the said premises by a demolition contractor. The salvage value paid by the demolition contractor will be retained by the Promoter/Developer.
10. That in consideration of the Owner permitting and granting exclusive right to Promoter/Developer to build multistoried storied building upon the said property and to sell and transfer the flats, car-parking spaces, residential and commercial space if any of the proposed building at the said property (except the Owner's allocation of flats and car parking spaces) together with the impartible proportionate share in the land comprised in the said property and realise and appropriate the sale-proceeds thereof.
11. That the Promoter/Developer shall meet and bear expenses required for construction of the proposed multistoried building as per plan sanctioned by the Kolkata Municipal Corporation. The costs and expenses required for any further revision in the Plan will also be met and paid by the Promoter/Developer. All expenses to be incurred towards obtaining sewerage, water, common electricity connection and other amenities shall also be borne and paid by the Promoter/Developer.
12. That the Owner agree and undertakes to sell, convey and transfer and the Owner will be the Vendor in the Deed of Conveyance of the proportionate undivided part or share in the said land to any Purchaser/s of the flats, car parking space and in the allocation of

Promoter/Developer in the proposed building as may be nominated by the Promoter/Developer.

13. That the Promoter/Developer and/or his nominee/nominees purchaser or purchasers and Owner or her assigns shall have rights of built up area spaces for the use as common areas, common facilities and common parts for egress and ingress, right of passage to set electricity through pipes, drains, wire conducts laying or bringing in through or over the flats as far as reasonable necessary for the beneficial use and enjoyment of their respective flats.
14. That upon completion of construction, sale and transfer of the Flats/Spaces to the intending purchaser or purchasers who will acquire rights, title and interest in the land in proportion to the area of the spaces so acquired in their respective flats, it being expressly declared that interest of the Flats owned in the land or soil is impartiable.
15. That upon completion of the construction and obtaining completion certificate from the Kolkata Municipal Corporation and handing over possession to the Owner in her respective allocation and subsequently by selling the flats in the Promoter/Developer allocation to the individual flat buyer, the maintenance and upkeep of the said flats or common spaces, both internal and external shall be maintained by the Promoter/Developer and such cost and expenses shall be borne by all the flat Owner proportionately until formation of the Flat Owners Association.
16. That all outgoing, taxes, rates, rents, dues to Government Authorities and Kolkata Municipal Corporation up to the date of obtaining Sanction Plan from the Kolkata Municipal Corporation will be paid by the Owner as per valid KMC property tax bills produced by the Promoter/Developer and all rents and taxes payable upto possession

of the new flats are handed over to the Owner shall be paid by the Promoters/Developers.

17. That the construction of the proposed building will be looked after and managed by the Promoter/Developer in his utmost ability and best interest for the successful implementation of the project.

The Promoter/Developer shall construct and develop the said new building strictly at the advice of the Architect and shall carry out the development work. The Promoter/Developer shall also comply to all the rules and regulation laid down by The Kolkata Municipal Corporation and construct the building strictly as per the sanction plan and shall not deviate from the sanction plan.

18. That the Promoter/Developer shall make the said construction as per sanction plan or revised plan, if any, in accordance with relevant Rules, Regulations and Bye-Laws of the Kolkata Municipal Corporation. That the Promoter/Developer will inform the Owner before such modification alteration made in the Plan to be sanction from the Kolkata Municipal Corporation in the Owner allocation. The Promoter/Developer shall keep the Owner absolutely indemnified and harmless against all actions claims and demands whatsoever due to any deviation from the said sanction plan or due to any violation of the relevant Rules, Regulations and Bye-Laws or for any acts, omission, commission made by the Promoter/Developer or if any accident is occurred during the construction, the Promoter/Developer shall remain liable for any loss or damages and for accepting advances from the intending purchasers of the Flats in the Promoter/Developer allocation . The Owner shall not remain liable for any such acts or part of the Promoter/Developer.

19. The General specification of the construction of the Owner allocated area are summarised hereunder :

(a) BUILDING: Building comprises of car parking and four upper floors.

(b) FOUNDATION: Reinforced Cement Concrete with columns.

(c) SUPER STURCTURE: The super structure of the building shall have reinforced cement concrete framed structure with reinforced cement concrete columns, beams and slabs.

(d) WALLS & CEILING: Walls of the building will be 200mm thick brick walls on the external face and 125/75 mm thick internal brick partition walls with cement, sand, mortor. All internal surfaces to be plastered with cement sand mortar and with plaster of paris finish. All external walls to be plastered with sand, cement mortar and will have a damp-proof treatment along with Weather Coat cement paint (Berger Paint) finish.

(e) FLOORING: Vitrified Tiles flooring in bedrooms, living/dining hall, kitchen toilets and verandahs. Kumari Marble flooring in staircase and lobbies. Crazy mosaic flooring in the roof with heat proof treatments. Cement tiles/Crazy Mosaic in the car parking areas.

(f) DOORS: All doorframes will be of seasoned Sal wood. Main doors will be made of 35mm flash door with decorative woodwork & polished finish. Internal flush door will be made of 32mm thick hot pressed factory made solid cure phenol bounded finish. All doors will be fitted with oxidized steel hinges and tower bolts. Godrej lock in main door and baby locks in the internal doors.

(g) WINDOWS: Sliding windows will be made of Aluminium framed with glass and necessary fittings including iron grill.

(h) TOILETS (FITTINGS): European P Type commode, cistern (slimline) and basin (Parryware). Hot and cold concealed internal C-PVC water pipe lines of ISI grade (paras) for bibcocks, shower with arm and geyser point. All fitting and fixtures will be of Essco make. U-PVC water pipe lines of ISI grade (paras) for external water lines. Walls will be covered with ceramic glazed tiles dado finished upto 7'-00" height i.e. top of door frame.

(i) KITCHEN: Granite slab on cooking platform with steel sink. Ceramic Glazed tiles dado will be fixed upto 3'-0" height above the cooking platform.

(j) ELECTRICAL: Concealed conduit piping with copper wiring of ISI Grade.

(I) 2 Nos. light point, 1 No. fan point and 1 No. 5 Amp socket point in each room. 1 AC point, one telephone point, one cable TV point in the master bedroom.

(II) Drawing/Dining hall will have 4 Nos. light points 2 Nos. fan points, 2 Nos. 5 Amp socket point, one telephone point, cable TV point and one AC point.

(III) Kitchen will have 1 No. light point, 2 Nos. 15 Amp socket point and 1 No. Exhaust Fan Point.

(IV) Toilets will have 1 No. light point, 1 No. Geyser point, 1 No. 15 Amp socket point.

(V) Staircase will have 1 No. light point in each landing area.

(VI) 1 calling bell point in each flat.

(VII) All points will be fitted with latest semi modular switches.

(k) LIFT: One 5 passengers elevator from Laser Elevators Pvt. Ltd. or GRJ Elevator Pvt. Ltd. shall be provided.

(l) WATER SUPPLY: 24 hours water supply with pump set from the water obtained from Kolkata Municipal Corporation.

EXTRA: i] Ground floor lobby will be decorated by sculptural relief mural.

ii] Aesthetic elevation treatment on the building.

iii] Suitable main gates with adequate lighting.

20. That the Owner will not be liable to pay the Promoter/Developer any amount whatsoever towards cost of construction or any matter concerned therewith.
21. That so long such separate assessment are not made the Owner and/ or her assigns and the Promoter/Developer or his nominee or nominees or Purchaser from Promoter/Developer allocation shall pay the proportionate share of the consolidated rate of the Municipal Taxes and other rates as may be found payable or may be imposed on account of and in respect of the said respective portions of the constructed area.
22. That all the flat Owner of the newly constructed building shall also pay proportionate share of the maintenance and service charges whatsoever as may be payable on account of the maintenance of the common areas and facilities.
23. That fees, remunerations, wages and charges payable to all engineers, architects, contractors, durwans, labour contractor and other staffs and employees to be engaged by the Promoter/Developer shall be borne by the Promoter/Developer during the construction period till handing over possession to the Owner and intending Purchaser/s.
24. That during the continuance of this Agreement, the Owner shall not in any manner encumber or dispose of the said premises and/or land comprised therein or any portion thereof.
25. That the Promoter/Developer shall be entitled to apply for and obtain electricity, telephones, sewerage, water, gas and other public utility services in or upon the proposed new building either in their own names or in the names of intending buyers or nominee or other persons at their sole discretion and at their own costs except in the

Owner allocation, which will be done with mutual consent of the Owner and Promoter/Developer.

26. That all building materials, plants and machineries etc. which may be brought or kept at the premises shall remain at the sole risk and responsibilities of the Promoter/Developer. The Promoter/Developer will clear the premises on or before giving possession to the Owner and intending Purchaser/s.
27. That after completion of the construction of the proposed building and handing over possession of the space and/or flat and/or garage along with the possession letter for the same to the Owner in their respective allocation the Promoter/Developer shall have the rights and obligations in respect of their respective allocation as follows :-
 - i. The intending flats Owner in the Promoter/Developer, allocation shall have full and complete and unfettered right in common with other purchasers and/or occupants of different flat spaces of the said property in respect of the staircase along with landing therein and the common passage landing to and from the main entrance or gate abutting on the public road in the ground floor of the said property for the purpose of egress and ingress and carrying or bringing in or taking out of said floors all goods pieces or furniture and any other harmless and/or non-prescribed movables;
 - ii. Subject to the restriction and reservation contained herein, the intending flats Owner in the Promoter/Developer, allocation shall have full and absolute right of use in common with other purchaser and/or occupants of different flat/spaces of the said building, the main drainage system, water supply system, pipelines of the water reservoirs and all common facilities in the common areas;

- iii. The intending flats Owner in the Promoter/Developer, allocation shall have absolute and unfettered right to use of vertical, lateral, overhead and underneath support and the rights of keeping, resting, inserting, supporting and maintaining all beams, rafters, fixtures and on and to all walls supporting the said floors including all boundaries and land bearing or dividing and/or separating walls, overhead walls, overhead roofs and floors. The Promoter/Developer and/or his nominee or nominees purchaser/purchasers shall have to maintain the floor of the said flats/portions.
- iv. The intending flats Owner in the Promoter/Developer, allocation shall have the right of erecting and maintaining temporary scaffolding if necessary for effecting any repairs white washing or painting of the doors and windows of the said floors of any portion thereof provided always that such scaffolding does not cause any nuisance or permanent obstructions to the other occupants of the said building;
- v. The intending flats Owner in the Promoter/Developer, allocation shall have the absolute right of making such construction, additions and alterations at their option within the said floors allotted to them as are permissible under the rules and regulations of the Kolkata Municipal Corporation provided always such action does not impair safety of the building or cause any nuisance and inconvenience to the other occupants of the said building;
- vi. The intending flats Owner in the Promoter/Developer, allocation from time to time and at all times agree to pay proportionate share towards costs of service charges, maintenance, taxes, impositions and other outgoings. The

Promoter/Developer and/or their nominee or nominees Purchaser/Purchasers shall regularly and month by month make payment of the aforesaid sum or any variations thereof as may be fixed thereafter individually and/or collectively.

- vii. The intending flats Owner in the Promoter/Developer, allocation shall have the right to mutate their names as Owner/s of the said flats/spaces allotted to them in the assessment record of the Kolkata Municipal Corporation and of having the said flats/spaces assessed for taxes and Owner shall not object to the same;
 - viii. So long as the said flats/spaces are not assessed separately for the purpose of municipal taxes, the Owner or their nominee or nominees shall pay proportionate share of the house rates and taxes in respect of the share of consolidated rate of taxes as may be levied on the property in its entirety from the date of delivery of possession of the flat/spaces as aforesaid the balance being responsibility of the Promoters/Developers.
28. That the name of the said new building to be constructed shall be mutually decided by the Owner and the Promoter/Developer.
 29. Nothing in these presents shall constitute as a demise or assignment or conveyance in law of the said premises or any part thereof to the Developer by the Owner or Joint Venture or as creating any right, title or interest thereof in favour of the Promoter/Developer other than to develop the said premises described in Schedule "A" written hereunder in terms of these presents.
 30. It is agreed by and between the Parties namely the Owner and the Promoter/Developer, that the Promoter/Developer shall not create any charge or hypothecate against the Schedule "A" property hereunder

mentioned under any circumstances. That any dispute or difference arising out or and/or relating to this Agreement for Development shall be referred to the Arbitration of a single Arbitrator if the parties can agree upon one, otherwise to two Arbitrators one to be appointed by the Party to the dispute and if the said Arbitrators fail to enter into a conclusion in that case they shall appoint an Umpire and his decision shall be final and binding upon the parties and the Arbitration proceedings shall be governed by the statutory modification thereof for the time being in force as per applicable Law of Arbitration, i.e. the Arbitration and Conciliation Act, 1996.

SCHEDULE "A" AS REFERRED TO ABOVE.

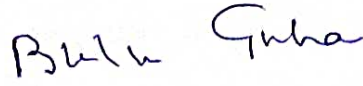
All That piece or parcel of land measuring 3 (three) Cottahs, 14 (fourteen) Chittacks 0 (zero) Square Feet together with 1000 square feet structure be the same little more or less comprising in C S Dag No 563 (P), Mouza Raipur, Police Station formerly Jadavpur at present Netaji Nagar, in the District of South 24 Parganas, Sub Registration Office Alipore being Premises No. 54/53, Raipur Road, Police Station formerly Jadavpur at present Netaji Nagar, being Assessee No. 210990410999, under Ward No. 099, also known by its mailing address being No. 3/70, Sanghati Colony, Kolkata- 700 047, butted and bounded in the manner following that is to say:

- ON THE NORTH : By 6 feet wide KMC Road.
 ON THE SOUTH : By Plot No. 3/72, Sanghati Colony
 ON THE EAST : By Plot No. 3/69, Sanghati Colony
 ON THE WEST : By 23 feet wide KMC Road.

IN WITNESS WHEREOF the Owner and the Promoter/Developer have
hereto set and subscribed their respective hands this day, month and year first
above written.


SIGNED AND DELIVERED at
Kolkata in presence of Witnesses:

1. Sonu Singh
46A, Ballygunge Place
KOL-19.


(SMT. BULU GUHA)
OWNER

2.

Sayantani Bhattacharya
9/45 Langhati Colony,
KOL-700047


(SRI RAHUL SINGH)
Proprietor
Aawran Realty
PROMOTER/DEVELOPER

This Development Agreement is
drafted and prepared by me at my
office :

Gautam Basu
WB 745/80

Advocate,
Alipore Police Court

MEMO OF CONSIDERATION

Received from the above named Promoter/Developer a sum of Rs. 10,00,000.00 (Rupees ten lakh) only towards payment in the following manner.

1. By an RTGS bearing no. HDFCR52021050791484275

Dated 07.05.2021 from HDFC Bank Ltd,

Ekdalia Branch, Kolkata in favour of Bulu Guha.

Rs. 10,00,000.00

Rs. 10,00,000.00

(Rupees ten lakh) only.

In presence of Witnesses

1. Sonu Singh
46A, Ballyjunge Place
Kolkata-75

Bulu Guha
(SMT. BULU GUHA)
OWNER

2. Sayantani Bhattacharya
3/45 Sanghat Colony,
Kolkata-700047

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2021, Page from 195893 to 195925
being No 160204540 for the year 2021.



Digitally signed by Samar kumar
pramanick
Date: 2021.05.11 11:29:12 +05:30
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2021/05/11 11:29:12 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -II SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)