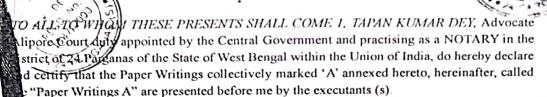
## Notarial Certificate



1) Ehri behoke lauf 5/0 late Rayendry North Paul of 2/134. Drue Colony Road V.2 Nestry: Nagas Kelkada-Jooog and allus.

herei er referred to as the "executant (s)" on this the......

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ntant (s) having admitted the execution of the "Paper Writing A" in respective hand presence of the witness (es), who as such, subscribe (s) signature (s) thereon, and being is to the indentity of the executant (s), and the said execution, I have authenticated attested the execution of the "Paper Writings A" and testify that the said execution spective hand (s) of the executant (s),

WHEREOF being required of a Notary, I have granted THESE PRESENTS as my AL CERTIFICATE to serve and avail as need and occasion shall or may require.

1 0 AUG 2017

IN FAITH AND TESTIMONY WHEREOF I, the said Notary, have hereunto set and subscribed my hand and affixed my Notarial seal on this the day of 2017.

TAPAN

Notarial Stamp

: Alipore Criminal Court Association (1st Floor) Kolkata - 700 027

Ph.: 2479 1068

esi. : Amulya Bhavan venth Street, Modern Park sshpur, Kolkata - 700 075

Ph.: 2416 1861 9830314080 (T.K.Dey) 9831109694 (Sujit) Alipore Judges & Criminal Court, Kolkata - 700 027

Regd. No. 1537/2000

Govt, of India

Dist. 24-Parganas

Alipore Juages'/Police Court Calcutta-27 Regul No -1537/2000

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Y 612307

deters the Notary Public at Allport

**DEVELOPMENT AGREEMENT** 

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 07TH DAY OF AUGUST, TWO THOUSAND AND SEVENTEEN (2017).

BETWEEN

Signal P.F.S. DREAMS Puck Poul.

Burner Lukherger Partner

Sumur Lukherger P.F.S. DREAWS 10 AUG 2017

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- 1. SRI ASHOKE PAUL, son of Late Rajendra Nath Paul, by Nationalify Indian, by faith - Hindu, by occupation - Retired.
- 2. SRI DIPAK PAUL; son of Late Rajendra Nath Paul, by Nationality Indian, by faith - Hindu, by occupation - Retired.
- 3. SRI PULAK PAUL, son of Late Rajendra Nath Paul, by Nationality Indian, by faith - Hindu, by occupation - Retired.
- 4. SMT. HASHI MONDAL, Daughter of Late Rajendra Nath Paul by Nationality - Indian, by faith - Hindu, by occupation - House wife.

All are residing at 2/137, Sree Colony Road, Post Office - Regent Estate, Police Station-Jadavpur now Netaji Nagar, Kolkata - 700092.

Hereinaster also jointly called and referred "LAND LORD" (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to include his heir, executors, administrators, legal representatives, successors-in-office and assigns) OF THE FIRST PART

#### AND

M/S. PPS DREAMS, a Partnership firm having its registered office at 2/1, Sree. Colony, Post Office-Regent Estate, Police Station-Netaji Nagar, Kolkata-700092; represented by its partners namely 1. SRI PINTU GHOSH son of Late Gopi Nath Ghosh, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 2/9, Sree Colony, Post Office - Regent Estate, Police Station- Netaji Nagar, Kolkata - 700092, Bearing Pan card No. AYFPG9816M, 2. SRI SUMAN MUKHERJEE son of Late Shymal Mukherjee, by Nationality - Indian, by faith -Hindu, by occupation - Business, residing at 58/15, Pally Shree Colony, Post Office - Regent Estate, Police Station- Netaji Nagar, Kolkata - 700092, Bearing Pan card No. APGPM5145P; and 3. SRI PARTHA DUTTA son of Late Shanti Ranjan Dutta, by Nationality - Indian, by faith - Hindu, by occupation - Business, u residing at 8/51, Bijaygarh KEM Corpora, Post Office - Jadavpur, Police Station-Jadavpur, Kolkata - 700032, Bearing Pan card No. AFPPD8117B.

Hereinaster also called and referred "DEVELOPER" (which expression shall Q unless otherwise excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, legal ropresentatives, successors-inoffice and assigns) OF THE SECOND PART.

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AND WHEREAS the Government of West Bengal offered all reasonable facilities to such persons for residence in West Bengal.

AND WHEREAS a considerable number of such people were compelled by circumstances to use vacant lands in the urban areas for homestead purposes.

AND WHEREAS one RAJENDRA NATH PAUL (now deceased) of Baderaipur, Police Station - Patuli now Netaji Nagar, Kolkata - 700092 was one of such person who had come to use and occupy a piece of land more fully described  $\ddot{\mathcal{O}}$ hereunder.

AND WHEREAS the said RAJENDRA NATH PAUL was possessing and enjoying his said ALL THAT piece and parcel of bastu land measuring 4 (Four) Cottahs 11 (Eleven) Chittaks more or less together with a Structure standing thereon, lying and situated at Mouza- Baderaipur, Police Station - Patuli now Netaji Nagar, Kolkata - 700092, presently within the limits of the Kolkata Municipal Corporation, Ward No. 99, in the District of South 24 Parganas free from all sorts of encumbrances, said RAJENDRA NATH PAUL died intestate leaving behind his four sons namely SRI ASHOKE PAUL, SRI DIPAK PAUL, SRI PULAK PAUL and SRI SHANTI RANJAN PAUL and One daughters namely SMT. HANSI MONDAL, as his only legal heirs and successors to inherit his said property.

AND WHEREAS after demise of said Rajendra Nath Paul, his said FIVE legal oc heirs/successors became the joint owners (having each undivided 1/5th share) of the said land measuring 4 (Four) Cottahs 11 (Eleven) Chittaks more or less together with the Structure standing thereon by way of inheritance as per THE-HINDU SUCCESSION ACT, 1956. And they were jointly possessing and enjoying their said property free from all sorts of encumbrances.

AND WHEREAS during the life time of the said RAJENDRA NATH PAUL, one of his son SRI SHANTI RANJAN PAUL left his house. For which they

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AND WHEREAS said Sri Ashoke Paul, Sri Dipak Paul, Sri Pulak Paul and Smt. Hansi Mondal the parties of First Part herein, having no alternative after the death of their father said Rajendra Nath Paul. Being a refugee displaced from East Pakistan (now Bangladesh) jointly decided to approached the Government of West Bengal for a plot of land for his rehabilitation along with all the paper of their missing brother said SRI SHANTI PAUL.

AND WHEREAS the Government of West Bengal with the intent to rehabilitate the refugees from East Pakistan (now Bangladesh) acquired land in C.S. Dag No. 198 (P) of Mouza - Baderaipur in Police Station - Patuli now Netaji Nagar in the District 24 Parganas (South) under the provisions of L.D.P. Act, 1948 L.A. Act I of 1894 including the plot, acquired by the said Sri Ashoke Paul, Sri Dipak Paul, Sri Pulak Paul and Smt. Hansi Mondal.

AND WHEREAS thereafter the Refugee Relief and Rehabilitation Department of Government of West Bengal through the Governor gifted ALL THAT piece and parcel of land measuring 4 (Four) Cottahs 11 (Eleven) Chittaks more or less lying and situated at Mouza-Baderaipur, S.P. No. 433, J.L. No. 34, C. S. Plot W No. 198 (P), E.P. No.371, presently within the limits of the Kolkata Municipal Corporation, Ward No. 99 under Police Station - Patuli now Netaji Nagar in the o District of South 24 Parganas unto and in favor of said Sri Ashoke Paul, Sri Dipak Paul, Sri Pulak Paul and Smt. Hansi Mondal / the parties of the FIRST PART herein, by virtue of a registered Deed of Gift which was duly registered at of the Office of Additional District Registrar, Alipore dated 13th March 2012 and recorded in Book No. I, Volume No.II, Pages 369 to 372, Being No. 93 for the year 2012.

AND WHEREAS pursue of time said Sri Shanti Ranjan Paul came back to his. family and insist for his share in the said landed property from the said Sri Ashoke Paul, Sri Dipak Paul, Sri Pulak Paul and Smt. Hansi Mondal the parties of the FIRST PART herein.

AND WHEREAS mean while the said Sri Ashoke Paul, Sri Dipak Paul, Sri Pulak

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Paul and Smt. Hansi Mondal the parties of the FIRST PART and the party of the "SECOND PART" herein jointly decided to construct the said landed property in the hope of better living. So to keep the love and affection of the family, the parties in the FIRST PART and said Sri Shanti Ranjan Paul jointly decided to give an amount of Rs. 12,00,000/- (Twelve Lac) only to Party of the SECOND PART herein as a total consideration of his law full 1/5th share in the said landed property. Which the Sri Shanti Ranjan Paul herein even agrees and accepted the said consideration.

AND WHEREAS due to the financial crises the parties of the FIRST PART herein jointly decided to take financial assistance from the party of SECOND PART herein. For which it has been jointly decided by First part to allow the SECOND PART to develop the said land and premises by way of constructing a building comprising of several self-contained flats, and was accordingly the Second Part / Developers is in the position to execute the said work of a development with his own men, materials and finance.

AND WHEREAS the Developers have decided to take the project for construction of Multi Storied building on the said plot of land at his own cost upon demolition of the existing building standing thereon and the Owners has agreed and accepted the said proposal upon terms and. conditions as agreed upon hereunder.

NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH as follows:-

- That, the present Agreement for development deemed to have been commenced on and with effect from the date of signing of the Agreement; i.e. the 07th day August, Two Thousand and Seventeen (2017).
- OWNERS: Shall mean 2.
  - 1. SRI ASHOKE PAUL, son of Late Rajendra Nath Paul, by Nationality -Indian, by faith - Hindu, by occupation - Retired.
  - 2. SRI DIPAK PAUL; son of Late Rajendra Nath Paul, by Nationality -Indian, by faith - Hindu, by occupation - Retired.

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- 3. SRI PULAK PAUL, son of Late Rajendra Nath Paul, by Nationality -Indian, by faith - Hindu, by occupation - Retired.
- 4. SMT. HANSI MONDAL, Daughter of Late Rajendra Nath Paul by Nationality - Indian, by faith - Hindu, by occupation - House wife.

All are residing at 2/137, Sree Colony Road, Post Office - Regent Estate, Police Station-Jadavpur now Netaji Nagar, Kolkata - 700092.

And further include each of their legal heirs, successor -in-interest, executors, administrators, representatives and / or assignees as the case may be.

#### DEVELOPERS:

Shall mean the said M/S. PPS DREAMS, a Partnership firm having its registered office at 2/1, Sree Colony, Post Office- Regent Estate, Police Station-Netaji Nagar, Kolkata-700092; represented by its partners namely 1. SRI PINTU GHOSH son of Late Gopi Nath Ghosh, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 2/9, Sree Colony, Post -Office - Regent Estate, Police Station- Netaji Nagar, Kolkata - 700092, Bearing Pan card No. AYFPG9816M, 2. SRI SUMAN MUKHERJEE son of Late Shymal Mukherjee, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 58/15, Pally Shree Colony, Post Office-1 Regent Estate, Police Station- Netaji Nagar, Kolkata - 700092, Bearing Pan card No. APGPM5145P; and 3. SRI PARTHA DUTTA son of Late Shanti Ranjan Dutta, by Nationality - Indian, by faith - Hindu, by occupation -Business, residing at 8/51, Bijaygarh KEM Corpora, Post Office - Jadavpur, Police Station- Jadavpur, Kolkata - 700032, Bearing Pan card No. AFPPDS117B.

And Further include each of their legal heirs, successor - in - interest, executors, administrators, representatives and / or assignees as the case may be.

#### 4. THE BUILDING:

Shall mean ALL THAT proposed new Multi storied Building so to be constructed by the Developers on the said Property of the Owners.

#### THE SAID PLOT / PROPERTY:

Shall mean ALL THAT piece and parcel of homestead land measuring 4

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(Four) Cottahs 11 (Eleven) Chittaks more or less along with building and structure standing thereon; lying and situated at Mouza-Baderaipur, J.L. No. 34, E.P. No. 371, C.S. Plot No. 198 (P), S.P. No. 433; presently within the limits of the Kolkata Municipal Corporation, Ward No. 99, K.M.C Premises No. 64/8/2/231, Raipur Road, Kolkata- 700092, having it mailing address 2/137, Sree Colony, Kolkata- 700092; under Police Station formerly Patuli, presently Netaji Nagar; Post Office - Regent Estate, in the District of South 24 Parganas; more fully described in the FIRST SCHEDULE herein o under written.

#### ARCHITECT:

Shall mean the person or persons who may be appointed by the  $\Omega$ Developers for Design and planning of the said Building with the approval of the owners.

#### 7. TRANSFEREE:

Shall mean the person, firm, limited company or association or persons to whom any space other than the building would be transferred.

#### 8. With the Grammatical Variation:

Shall mean transfer by means of conveyance and shall include transfer possession and by any other means adopted for effecting what is understood as a transfer of space with undivided interest of land proportionate, to the flat and the right of use in common space in straight three storied building to the purchaser thereof.

#### 9. WORDS IMPORTING:

Singular shall include Plural and Vice Versa, Masculine shall include Feminine and Neuter, likewise, words, Genders shall include, Masculine and Feminine Genders.

#### 10. POSSESSION OF THE LAND:

The Owners shall deliver the khas possession of the said vacant land of with Structure and premises at the time of the execution of this agreement.

#### 11. OWNER'S ALLOCATION / SHARE:

i. SRI ASHOKE PAUL shall get 2 (Two) Flats i.e; Second Floor at

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measuring 1000 Sq.ft. more or less Super Built up area including stairs; and 1 Shop at Ground Floor on Front Side measuring 100 Sq.ft. more or less super Built up area including Stairs.

Of the proposed new building to be constructed and completed as per technical specification mention the FOURTH SCHEDULE hereto together with common roof right and undivided proportionate share in the common area, i.e. main gates, lobby, stair case lobbies, under and overhead water reservoir, septic tank, electrical and plumbing installations, and etc.

Along with Non Refundable cash of Rs.1,50,000/- (One Lac Fifty Thousand) only; of which Rs.50,000/- (Fifty Thousand) only through cheque; shall be paid at the time of execution of this Agreement, Second payment of Rs. 50,000/- (Fifty Thousand) only shall be paid on or within 15th Day of October 2017 and rest at the time of Register Development.

Together with Rs.12,000/- as an interim accommodation of four month at rate of Rs.4,000/- per month.

ii. SRI DIPAK PAUL shall get 1 (One) Flats at Second Floor Back Side measuring 750 Sq.ft. more or less Super Built up area including stairs; and 1 Car Parking Space at Ground Floor measuring 100 Sq.ft. more or less super Built up area including Stairs

Of the proposed new building to be constructed and completed as per technical specification mention the FOURTH SCHEDULE hereto Q together with common roof right and undivided proportionate share in the common area, i.e. main gates, lobby, stair case lobbies, under and overhead water reservoir, septic tank, electrical and plumbing installations, and etc.

Along with Non Refundable cash of Rs.1,50,000/- (One Lac Fifty Thousand) only; of which Rs.50,000/- (Fifty Thousand) only; through cheque; shall be paid at the time of execution of this Agreement, Second payment of Rs. 50,000/- (Fifty Thousand) only shall be paid on or within 15th Day of October 2017 and rest at the time of Sanction Plan.

Together with Rs.12,000/- as an interim accommodation of four month at rate of Rs.4,000/- per month.

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iii.SRI PULAK PAUL shall get 2 (Two) Flats at Third Floor Back Side total measuring 750 Sq.ft. more or less Super Built up area including stairs; and 1 Shop at Ground Floor measuring 80 Sq.ft. more or less super Built up area including Stairs

Of the proposed new building to be constructed and completed as per technical specification mention the FOURTH SCHEDULE hereto together with common roof right and undivided proportionate share in the common, area, i.e. main gates, lobby, stair case lobbies, under and overhead water reservoir, septic tank, electrical and plumbing installations, and etc.

Along with Non Refundable cash of Rs.1,50,000/- (One Lac Fifty Thousand) only; of which Rs.50,000/- (Fifty Thousand) only through cheque; shall be paid at the time of execution of this Agreement, Second payment of Rs. 50,000/- (Fifty Thousand) only shall be paid 1 on or within 15th Day of October 2017 and rest at the time of Sanction Plan..

Together with Rs.12,000/- as an interim accommodation of four month at rate of Rs.4,000/- per month.

iv.SMT. HANSHI MONDAL shall get 2 (Two) Flats at Third Floor (one at front Side and another at Back Side) total measuring 750 Sq.ft. more or less Super Built up area including stairs; and 1 Shop at: Ground Floor measuring 100 Sq.ft. more or less super Built up area including Stairs

Of the proposed new building to be constructed and completed as per of technical specification mention the FOURTH SCHEDULE hereto together with common roof right and undivided proportionate share in the common area, i.e. main gates, lobby, stair case lobbies, under and overhead water reservoir, septic tank, electrical and plumbing installations, and etc.

Along with Non Refundable cash of Rs.1,50,000/- (One Lac Fifty Q Thousand) only; of which Rs.50,000/- (Fifty Thousand) only through cheque; shall be paid at the time of execution of this Agreement Second payment of Rs. 50,000/- (Fifty Thousand) only shall be paid on or within 15th Day of October 2017 and rest at the time of Sanction Plan.

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Together with Rs.12,000/- as an interim accommodation of four month at rate of Rs.4,000/- per month.

# 12. DEVELOPER'S SHARE / ALLOCATION:

Shall mean REST of the total Constructed area of the proposed new Multi-Storied Building to be constructed and completed as per technical specification mention the FOURTH SCHEDULE hereto together with common roof right and undivided proportionate share in the common area, i.e. main gates, lobby, stair case lobbies, under and overhead water reservoir, septic tank, electrical and plumbing installations, and etc.

### 14. THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT as follows:

- a. That in lieu of the consideration so mentioned above written, the Owners hereby grant exclusive right and authority to the Developers to conduct the development work in respect of the said Property of the Owners by constructing thereon the proposed new Multi Storied Building and such construction of Building shall necessarily to be completed within the period of 24 (Twenty Four) months from the date of receiving the Sanction, Plan.
- b. That the Owners and the Developers shall exclusively be entitled to hold, possess and enjoy their / it respective allocation in the proposed Multi-Storied Building without any claim, demand, right or interest therein of the other part and shall further nor in any way interfere or disturb the quiet and peaceful possession of the other.
- c. That the Owners and the Developers shall exclusively be entitled to hold, possess and enjoy their / it respective allocation in the proposed new Multi storied Building without any claim, demand, right or interest therein of the other part and shall further nor in any way interfere or disturb the quiet and peaceful possession of the other.
- d. Nothing contain in these presents shall be construed as a demise or assignment or conveyance or transfer in law by the owner in favor of the :Q Developer save as herein expressly provided and also the exclusive license and / or to the Developer to commercially exploit the said property in terms hereof on the specific agreement basis subjected to fulfillment of terms and

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#### DATE OF COMMENCEMENT:-15.

This agreement be deemed to have commenced on and with effect from the date of execution of this agreement and shall remain in full force so long the Developers Allocation is sold or transferred to the intending Purchaser or Purchaser's.

#### 16. DEALINGS OF SPACES OF THE BUILDING:-

- a. The Developer in pursuance of the term of Development Agreement and  $\omega$ also by virtue of the strength of Registered General Attorney to be executed and registered by the Owner in favor of the Proprietor of the Developer on the even date will be entailed to negotiate and enter into any Agreement (S) for sale of the proposed flat or flats, spaces or spaces etc. with the intending purchaser or purchasers in Q respect of the Developer's share and / or allocation excluding the. allocations of the Owner out of the total this agreement and shall also be entitled to received advances or part payments from such intending purchasers, in which all the owner shall no objection and / or claims or demands whatsoever and / or after completion of the proposed building and handing over possession of the owner's allocation shall be further entitled to transfer and / or sell and / or after deliver possession of such flat or flats, space or spaces, etc. parted out of the Developer's allocation to the intending purchaser(s) / Agreement Holder thereof. Be it specifically mentioned herein that the Developer shall not be entitled to sell, transfer and / or hand over possession of the flats, unite or any other portion out of Developer's allocation in the proposed building to any person including intending purchases, before and without giving peaceful and vacant possession of the Owner's allocation to the Owner in terms in this agreement.
- b. The Developers shall on completion of the said Multi Storied Building, First handing over Owner's allocation to its prospective buyers after put the its prospective buyers in undisputed possession of the Developer's... allocation, TOGETHER WITH the common right and interest on all

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common areas and facilities of the proposed Multi Building. And even give the procession letter of the Owner Allocation to it Owner after giving the presession of the said Owner's Allocation.

- h. The Owners shall be entitled to transfer or otherwise deal with the Owners' allocation of the said proposed new Multi Storied Building at their abordine discretion.
- c. The Developers shall be entitled to transfer or otherwise deal with the Developer's aflocation of the said building at its absolute discretion.

#### 17. CONSIDERATION:

- i. The Developers shall be at liberty to sell or allot Flats or Units in the suld proposed Multi Storied Building under its allocation to be, developed on the said property and to enter into Sale Agreements with a the prospective Buyer/s on such terms &conditions as it might think fit and proper without affecting any right or interest of the Owners. The Developers shall also fully and absolutely entitle to the all sale proceeds of all the flats or Units/ garage/ open car parking spaces/covered spaces under its allocation together with undivided proportionate share or interest in land of the said property along with undivided proportionate share in the common areas i.e. main gates, lobby, half roof at back side, stair case lobbies, under and overhead water reservoir, septic tank, electrical and plumbing installations, etc. of the proposed new Mulit Storied building.
- ii. The Owners have agreed to execute and / or join in execution of the Sale Deed/s only in respect of proportionate share of land and common spaces in favor of the Buyer/s of all the Flat/s to be developed by the co Developers in respect of the Developer's allocation of the proposed new Multi Storied Building,

#### 18. BUILDING AND OTHER RELATED MATTERS

- n. The Developers hereby agrees to develop and / or cause to be developed"? the said property for and on behalf of the Owners on the terms mentioned herein.
- b. The Specification of the materials and workmanship in the construction of the proposed construction to be constructed by the Developers shall follow

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the National Building Code (Latest Edition).

c. As soon as the Building is completed, the Developers shall give written notice to the Owners at their address now he / she is residing requiring the Owners to take possession of 'the Owners' Allocation in the said Building. After 7 (Seven) days from the date of service of such notice subject to full satisfaction of materials and other works and at all times thereafter the Owners shall be responsible for payment of all Municipal and Statutory taxes, rates, duties and other impositions including regular payment of monthly maintenance charges that are payable in respect of the Owners'. Allocation in the said Building. However, the said rates and charges shall be payable on pro-rata basis, if the same is being levied on the Building as a whole.

#### 19. OWNERS' OBLIGATION:-

- a. The Owners do hereby further covenants with the Developers not to do any act, deed or thing whereby the Developers may be prevented from selling, assigning and or disposing of any of the Developer's allocated portion in the said proposed new Multi storied Building at the said property in favor of the Intending Purchaser/s of Flat/s, units of the said proposed Multi Storied Building.
- b. The Owners hereby agree to render all assistance and co-operation that may be required by the Developers from time to time to get the Sale Right 1 of the Said property and also to carry out the development work in respect of the said property and construction and completion of the Building and structure thereon in accordance with the concerned authorities and in respect of any other matters relating to or arising there from provided that O the Owners shall not be liable to incur any financial obligations on that behalf.
- c. The Owners do hereby agree and covenant with the Developers not to let out, grant lease, mortgage, assign and / or to create charge or part with possession of the said property or any portion thereof in favor of any Third Party during, the subsistence of the present Agreement for Development.
- d. The said property is free from all encumbrance, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.

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- e. There is no excess land at the said property within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976.
- f. The Owners shall, execute a General Power of Attorney in favor of the Developers or its nominee or nominees giving all necessary powers and authorities required to carry out the work of development and its sales in. all respect as contemplated by these presents.
- g. The Owners shall give inspection of all original documents in respect of the said property to the Developers as and when the same would be 2 required.
- h. The Owners shall give inspection of all original documents in respect of the said property to the Developers as and when the same would be required.
- i. The Owners shall arrange for mutation of the name in records of the? Kolkata Municipal Corporation as expeditiously as possible and in doing so shall authorize the Developer firm or any of its partners/ partner to take all steps so that the mutation of the name of the owner may be entered in the assessment records of the Kolkata Municipal Corporation as early as possible. The expenses of K.M.C. Taxes will borne by the owner of the owner's allocation share.

#### 20. DEVELOPER'S OBLIGATIONS:-

The Developers hereby agrees and covenants with the owners not to do any act, deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/ or disposing the Owners' Allocation in the said proposed new Building Multi Storied Building.

#### 21. OWNER'S INDEMNITY:-

The Owners shall indemnify and keep indemnified the Developers against all Third Party claim regarding the marketable title of the Owners in respect of the said property and further indemnified that, on completion of the constructional work of the Building, the Developer shall be entitled to use, enjoy and possess his allocated space without any hindrance or interference on the part of the Owners subject to handover Owners! allocation.

#### 22. DEVELOPER'S INDEMNITY:-

The Developers shall indemnify and keep indemnified the Owners against all

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losses, damages, costs, charges and expenses that will be incurred or suffered by the Owners on account of or arising out of any breach of any of these terms or due to accident or any mishap during construction or due to. any claim made by any third party in respect of such construction or otherwise howsoever.

## 23. SALEABLE SPACE:-

Shall mean all the space in the building to be constructed on the said plot excluding space available for independent use and occupation as the owner share and including all open and covered spaces and the proportionate share of the common space and facilities and the spaces required thereof in the said will building.

### 24. MISCELLANEOUS:-

- A. This Agreement will not be treated as a partnership between the Owners and the Developers.
- B. It is also categorically agreed to between the parties hereof that, even from the date receiving the sale right if the party of the second party fail : to complete the same in all manner as stated above within the agreed and stipulated period as stated herein before in that event the said duration shall extended to further 6 (Six) month for better and smooth running of the project.
- c. The Developers shall be entitled to put up a temporary Advertisement board at the said property during the course of construction without involving the names of the Owners in any manner and which the Owners will be entitled to remove forthwith if the Developer has committed any breach of this agreement.
- d. The Developers hereof on completion of the entire construction work of the proposed new Multi Storied Building at its own costs and expenses.
- e. The Developers shall appoint Advocate, Architect, Engineer and other at 9 its choice and the costs in this regard shall be borne by the Developers alone.
- f. All out of pocket expenses of and incidental to this Agreement and transactions in pursuance thereof including the Deed of Conveyance and other assurances in respect thereof including stamp duty and registration

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- g. The owner have transferred or given to developers the original documents of the said premises such as R.R. Department original deed, site plan, K.M.C. Taxes bill etc. The developer will bound to return the original documents which he have receive from the owner at the time of completion and construction and handed over the intending purchaser of the flat.
- h. All necessary legal documents in respect of this project like conveyance, sale deed, searching report, agreement shall be made by the developer's of Advocate only.
- i. The Developers shall be entitled to enter into separate contracts in its own name with Building Contractors, Architects and others for carrying out the said development at its own risk and cost.
- j. The Developers will be entitled to transfer the undivided proportionate share of land in the premises attributable to Developer Allocation on the strength of the POWER OF ATTORNEY to be given by the owner.
- k. The Developer shall provide four flat interim accommodation to the Owners. And the Developer shall pay and bear rent / licensee fee for such accommodation till handing over Owners' allocation to the Owner @ Rs.4,000/- (Four Thousand) Only/-, per month for each flat But after receiving Sale right of the said property accommodation charge shall be increased to Rs.6,500/- (Six Thousand) Only/- Per Month.
- 1. If needed for the necessary condition the Developers and the Owners shall further execute a supplementary Agreement as per convenient of the Parties herein.

#### 26. FORCE MAJEURE:-

- a. The Parties hereof shall not consider to be held responsible and liable for  $\Omega$ any obligation performance of which would have been prevented by the existence of the "FORCE MAJEURE" and shall be suspended from the O obligation during the duration of the "FORCE MAJEURE".
- b. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, strike and/ or any other act or commission beyond the control of the Parties

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hereto.

## 27. JURISDICTION:-

The Courts of 24 Parganas (South) alone shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of the present Agreement between the Parties hereto.

- 28. ALL the disputes and difference arising out of / or in connection with these presents shall be referred to the Arbitral Tribunals consisting of two Arbitrators namely, Sk. Habibur Rahaman; Advocate and Pamela Das; Advocate. The Arbitral Tribunals need not give any reasons for its award. The language of the award' shall be in English. The venue and all other matters relating to the conduct of the proceedings of the Arbitral Tribunals shall be decided by the Arbitral Tribunals.
- 29. Natural materials like tiles, granite, wood, sandstone etc. contain veins with inherent structural differences, as a result of which color and marking caused by their mineral complex composition, cracks, inherent impurities are likely. to occur. While the Developers shall take every care to ensure construction and completion of the Said Unit as per specifications mentioned herein, the Developer shall not be responsible or accountable for cracks, discoloring or deterioration in the quality of such natural materials.

### THE FIRST SCHEDULE ABOVE REFERRED TO (THE SAID PREMISES)

ALL THAT piece and parcel of homestead land measuring 4 (Four) Cottahs 11 (Eleven) Chittaks more or less along with building and structure standing thereon; lying and situated at Mouza-Baderaipur, J.L. No. 34, E.P. No. 371, C.S. Plot No. -: Q. 198 (P), S.P. No. 433; presently within the limits of the Kolkata Municipal Corporation, Ward No. 99, K.M.C Premises No. 64/8/2/231, Raipur Road, Kolkata- 700092, having it mailing address 2/137, Sree Colony, Kolkata- 700092; L under Police Station formerly Patuli, presently Netaji Nagar; Post Office - Regent

Estate, in the District of South 24 Parganas. It is butted and bounded as follows: On the North

K.M.C. Road / 45' Sree Colony Road.

On the South

E.P. No. 372 / Plot of Smt. K Paul.

On the East

E.P. No. 376 / Plot of Mr. D. Pual.

On the West

20' 0" wide Common Passage / Road.

OR HOWSOEVER OTHERWISE the same is butted and bounded called,

known, numbered and/ or distinguished.

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# THE SECOND SCHEDULE ABOVE REFERRED TO OWNER'S ALLOCATION

i. SRI ASHOKE PAUL shall get 2 (Tω0) Flats i.e; Second Flat at measuring 1000 Sq.ft. more or less Super Built up area including stairs; and 1 Shop at Ground Floor on Front Side measuring 100 Sq.ft. more or less super Built up area including Stairs.

Of the proposed new building to be constructed and completed as per technical specification mention the FOURTH SCHEDULE hereto together with common roof right and undivided proportionate share in the common area, i.e. main gates, lobby, stair case lobbies, under and overhead water reservoir, septic tank, electrical and plumbing installations, and etc.

Along with Non Refundable cash of Rs.1,50,000/- (One Lac Fifty Thousand) only; of which Rs.50,000/- (Fifty Thousand) only through cheque; shall be paid at the time of execution of this Agreement, Second payment of Rs. 50,000/- (Fifty Thousand) only shall be paid on or within 15th Day of October 2017 and rest at the time of Sanction Plan.

Together with Rs.12,000/- as an interim accommodation of four month at rate of Rs.4,000/- per month.

ii. SRI DIPAK PAUL shall get 1 (One) Flats at Second Floor Back Side measuring 750 Sq.ft. more or less Super Built up area including stairs; and 1 Car Parking Space at Ground Floor including Stairs.

Of the proposed new building to be constructed and completed as per Q technical specification mention the FOURTH SCHEDULE hereto together with common roof right and undivided proportionate share in the common area, i.e. main gates, lobby, stair case lobbies, under and overhead water reservoir, septic tank, electrical and plumbing installations, and etc.

Along with Non Refundable cash of Rs.1,50,000/- (One Lac Fifty Thousand) only; of which Rs.50,000/- (Fifty Thousand) only through cheque; shall be paid at the time of execution of this Agreement, Second a payment of Rs. 50,000/- (Fifty Thousand) only shall be paid on or within 15th Day of October 2017 and rest at the time of Sanction Plan.

Together with Rs.12,000/- as an interim accommodation of four month at rate of Rs.4,000/- per month. Dyser Scal, Pued Paul. Harrismondel. Ashoke pal 10 AUG 2017:

iii.SRI PULAK PAUL shall get 2 (Two) Flats at Third Flat Back Side total measuring 750 Sq.ft. more or less Super Built up area including stairs; and 1 Shop at Ground Floor measuring 80 Sq.ft. more or less super Built up area including Stairs

Of the proposed new building to be constructed and completed as per technical specification mention the FOURTH SCHEDULE hereto together. with common roof right and undivided proportionate share in the common area, i.e. main gates, lobby, stair case lobbies, under and overhead water reservoir, septic tank, electrical and plumbing installations, and etc.

Along with Non Refundable cash of Rs.1,50,000/- (One Lac Fifty O Thousand) only; of which Rs.50,000/- (Fifty Thousand) only through 0. cheque; shall be paid at the time of execution of this Agreement, Second a payment of Rs. 50,000/- (Fifty Thousand) only shall be paid on or within 15th Day of October 2017 and rest at the time of Sanction Plan.

Together with Rs.12,000/- as an interim accommodation of four month at rate of Rs.4,000/- per month.

iv.SMT. HANSHI MONDAL shall get 2 (Two) Flats at Third Flat total measuring 750 Sq.ft. more or less Super Built up area (i.e. One Flat at front side and Second Flat at Back Side) including stairs and 1 Shop at Ground Floor measuring 100 Sq.ft. more or less super Built up area at Western Corner Side including Stairs

Of the proposed new building to be constructed and completed as per technical specification mention the FOURTH SCHEDULE hereto togetherwith common roof right and undivided proportionate share in the common area, i.e. main gates, lobby, stair case lobbies, under and overhead water reservoir septic tank, electrical and plumbing installations, and etc.

Along with Non Refundable cash of Rs.1,50,000/- (One Lac Fifty) Thousand) only; of which Rs.50,000/- (Fifty Thousand) only through, cheque; shall be paid at the time of execution of this Agreement, Second payment of Rs. 50,000/- (Fifty Thousand) only shall be paid on or within 15th Day of October 2017 and rest at the time of Sanction Plan.

Together with Rs.12,000/- as an interim accommodation of four month at rate of Rs.4,000/- per month.

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# THE THIRD SCHEDULE ABOVE REFERRED TO DEVELOPERS SHARE / ALLOCATION:

Shall mean REST of the total Constructed area of the proposed new Multi Storied -2 building to be constructed and completed as per technical specification mentionthe FOURTH SCHEDULE hereto together with common roof right and undivided proportionate share in the common area, i.e. main gates, lobby, stair case lobbies, under and overhead water reservoir, septic tank, electrical and plumbing installations, and etc.

And there have the liberty to sell or transfer at their own choice. If the title of the owners not clear and the construction work may delayed due to the title of the ownership of the owner, the time bound not to be calculated.

### THE FOURTH SCHEDULE ABOVE REFEREED TO: SPECIFICATION OF THE CONSTRUCTION

(Technical Specification of the Building)

STRUCTURE: The Building shall have a R. C. C. framed Structure of isolated spread footing.

BRICK WALL: All exterior brick work shall be 8" thick with bricks, all

partition shall be 3" or 5" thick with bricks. FLOOR FINISH SKIRTING DADO

Marble flooring to all floor 4"height skirting to all rooms and 5 1/2

dado to bath and latrine and 18' height Dado above cooking platform and sink.

**PLASTER** 

The outside of the building will have sand and cement plaster (1:5).

DOOR & WINDOWS: 1. Main entrance door iron collapsible Gate.

- a) Commercial Flush Door Painted both sides only primer.
- b) Wooden Door Frame, salwood.
- 2. Other Doors:
  - a) Commercial flush door painted both sides.
  - b) Wooden door frame salwood. -
- 3. Main door of the flats shall be 35 mm. thick Flush
  - a. Aluminium channel window with guard bar as per

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approved design of Architect and painted both' sides.

b. Windows shall have translucent Glass.

#### WHITE WASH AND COLOUR WASH

The building shall be painted externally with snow cem / colourcem. The inside of the flat shall be plastered of parison the plaster surface.

	1. One Anglo type white commode				
TOILET	The state of the s				
TOILET	(Tindware) and one				
	cistern in toilet.				
	2. One white wash basin.				
	3. One shower				
	4. Two taps.				
	1. One kitchen steel sink.				
	2.One Tap.				
Kitchen	Kitchen black stone working platform				
	3'ft. height glazed above the working				
	platform with black sink.				
ELECTRICAL	Concealed wiring (copper wire).				
BED ROOM	Two light points, one fan point, one 5				
	Amp. Plug point.				
DRAWING-CUM-	Three light points, two fan points, one 5				
DININGROOM	Amp. Plug point, and one 15 Amp. plug				
* * * * *	point, one fridge point.				
KITCHEN	One light point in kitchen room, one 15				
	Amp. plug point one exhaust point				
TOILET	One exhaust fan points each.				
PERSONAL	Total cost of personal meter will be				
METER	paid by the flat Owners.				
	One R. C. C. overhead reservoir will be:				
WATER SUPPLY	provided on the Top-of the last roof as per				
	design. The suitable electrical pump with				
	motor will be installed as Ground floor to				
	deliver water to overhead reservoir.				
	_				

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P.P.S. DREAMS

All electrical switches, wires etc. will be made of Havel's. There will be provided every one electrical point for all types of electrical equipment in the flat. One A. C. electrical point will be provided in the flat.

### THE FIFTH SCHEDULE ABOVE REFERRED TO (COMMON AREAS AND FACILITIES)

#### 1. AREAS:

- a. Entrance and exist to the said proposed new building.
- Boundary walls and main gate of the said proposed new building.
- Staircase and staircase lobbies on all the floors.
- d. Entrance lobby.
- Common installations on the roof.

#### 2. WATER, PLUMBING AND DRAINAGE:

- A. Drainage and sewerage lines and other installations the same (except only those as are those to be installed within the exclusive area of any flat and/ or exclusively for its use).
- B. Water supply system.
- C. Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are to be within the exclusive area of any flat and/or exclusively for its use).

#### 3. ELECTRICAL INSTALLATIONS

- Electrical wiring and other fittings (excluding only those as A. are to be installed within the exclusive area of any flat and/or exclusively for its use).
- Lighting of the common portions. B.

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P.P.S. DREAMS

Jumen Lukkerjee Plutu Shook A Shoke Paul

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Pulex Paul.

Harri Mondal.

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

## SIGNED, SEALED & DELIVERED

By the Parties at Kolkata in the Presence of:-

1. Debarish Duy Sackar

5/0 Saymal Destrekere

2/151 Succeculary-Rolf Spring of Col.

92 P.S - Notatorique Deput of Col.

Alhoke Pul

Harri Mondel SIGNATURE OF THE OWNER THE

2. Mouneta Paul Do Pulak Paul 2/137 Speecolony kol-92 P.S-Netaji Nagar

P.P.S. DREAMS

P.P.S. DREAMS

P.P.S. DREAMS

(SIGNATURE OF THE **DEVELOPER** PARTY /THE SECOND PART)

1 0 AUG 2017

Drafted by and identified per document provided and instruction by both partiesy ine Jamela Das PAMELA DAS (ADVOCATE)

ALIPORE POLICE COURT KOLKATA- 700027.

### MEMO OF CONSIDERATION

Received an amount of Rs.2,48,000/- (Two Lakh Forty Eight Thousand) only; as consideration for the execution of this Pre-Development Agreement against the landed property 4 (Four) Cottahs 11 (Eleven) Chittaks more or less along with building and structure standing thereon; lying and situated at Mouza- Baderaipur, J.L. No. 34, E.P. No. 371, C.S. Plot No. 198 (P), S.P. No. 433; presently within the limits of the Kolkata Municipal Corporation, Ward No. 99, K.M.C Premises No. 64/8/2/231, Raipur Road, Kolkata- 700092, having it mailing address 2/137, Sree Colony, Kolkata- 700092; under Police Station formerly Patuli, presently Netaji Nagar; Post Office - Regent Estate, in the District of South 24 Parganas; from the above name Developers.

ТО	DATE	MODE	BANK	BRANCH	AMOUNT
DIPAK	13/07/2017	Cheque No.	SBI	Udayshankar	12,000/-
PAUL		781058		Sarani	,
DIPAK	18/07/2017	Cheque No.	SBI	Udayshankar	50,000/-
PAUL		781057		Sarani	
HANSI	13/07/2017	Cheque No.	SBI	Udayshankar	12,000/-
PAUL		781059		Sarani	*.
HANSI	18/07/2017	Cheque No.	SBI	Udayshankar	50,000/-
PAUL		781060		Sarani	• •
PULAK	13/07/2017	Cheque No.	SBI	Udayshankar	12,000/
PAUL		781061		Sarani	
PULAK	18/07/2017	Cheque No.	SBI	Udayshankar	50,000/-
PAUL		781062	4	Sarani	- R_
ASHOKE	13/07/2017	Cheque No.	SBI	Udayshankar	12,000/-
PAUL		781063		Sarani	
ASHOKE	18/07/2017	Cheque No.	SBI	Udayshankar	50,000/-
PAUL		781064		Sarani	5 13 <b>7</b> 2 12 2 1
m . 1 . milio	2,48,000/-				

Total - TWO LAKH FORTY THOUSAND ONLY.

WITNESSES:

1. Telarish Dus Sacka

5/0 Sayarmal Dussackar Jugar Schal 2/159 succeolong Dusar Small Genel 1 Kal-92 P.S/-Metati Ashoke Paul

Mounita Paul

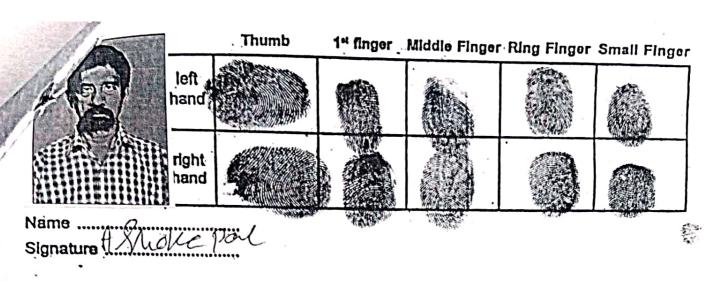
B/O Pulak Paul

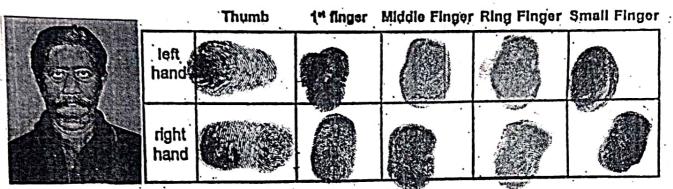
2/137 Speecolony-Ko1-92

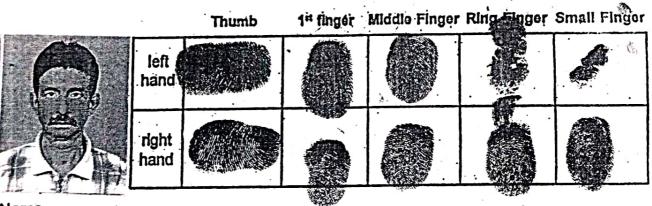
P.8-Netaji Nagar

First Party

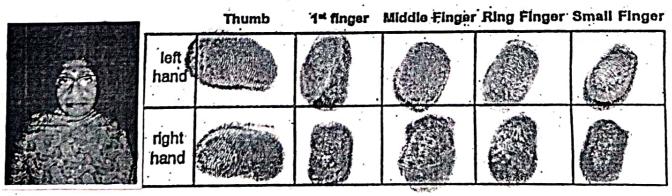
First Party







Signature Lucal Boul :



		Thumb	14 finger	Middle Finger	Ring Finger	Small Finger
РНОТО	left hand					
PROTO	right hand		,			
Name		•••••		<u> </u>		
Signature	***********	•••••		4		
		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					
Name AVAT	U SHOS	H.				
Signature Alm	fa yho	m.			N. J. green P.	
13. 10. 12.						
13.0000						
D. 268		Thumb	1# fingér	Middle Finger	Ring Finger	Small Finger
	left hand		1st finger	Middle Finger	Ring Finger	Small Finger
	right hand		1 <sup>is</sup> fingér	Middle Finger	Ring Finger	Small Finger
Name, SUM)	right hand		1º fingér	Middle Finger	Ring Finger	Small Finger
Name SUM A	right hand		1 <sup>is</sup> fingér	Middle Finger	Ring Finger	Small Finger
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THE DAY OF ......20

### Paper Writings 'A' & The Relative Notarial Certificate

## Tapan Kumar Dey

Advocate
ALIPORE JUDGES & CRIMINAL COUR



### NOTARY

Govt. of India Regd. no. 1537/2000

### **ADDRESSES**

#### Chamber:

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63, Santoshpur Avenue
Kolkata - 700 075
Mobile: 9830314080 (T.K.Dey)
9831109694 (Sujit)

#### Office:

ALIPORE CRIMINALCOURT Bar Association (1st Floor) Kolkata - 700 027 Phone: 2479-1068

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Santoshpur, Kolkata - 700 075
Phone: 2416-1861