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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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certified that the document is admitted to registration. The signature sheet/sheet's & the counterfoil sheet/sheet's attached with this document are the part of this document.

[Signature]

Additional District Sub-Registrar
Raipurhat, New Town, North 24 Parganas

25 NOV 2013

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the 25th day of November 2013 BETWEEN 1. SRI RAGHUNATH PRAMANIK son of Late Nanilal Pramanik, by faith - Hindu, by occupation - Business, residing at Thakdari, P.O- Krishnapur, Police Station - New Town, formerly

131426

Sold to.....	G. S. Kally Pvt Ltd
Address.....	
Value.....	5000
21 NOV 2013 L.S.V., High Court Sujit Sarkar High Court, A.G.	

CA 135 Salt Lake
Ker-64



Identified by me
 G. Ray,
 Advocate.

Additional District Sub-Registrar
 Rajarhat, New Town, North 24 Parganas

25 NOV 2013

Rajarhat, in the District North 24 Paragana 2. **SRI BISWANATH PRAMANIK** son of Late Nanilal Pramanik, by faith – Hindu, by occupation –Business, residing at Thakdari, P.O- Krishnapur, Police Station - New Town, formerly Rajarhat, in the District North 24 Paragana hereinafter referred to as called '**LAND OWNERS**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

M/S GLS REALTY PRIVATE LIMITED, a Private Limited Company incorporated under the Indian Companies Act, 1956 having its Registered Office at Rajbanshipara, Tarulia Road, Krishnapur, Kolkata – 700102, Police Station – Rajarhat, represented by its Director **SRI LAKSHMI KANTA KAR**, son of Late Dharendra Nath Kar, by faith – Hindu, by occupation – Business, residing at Tarulia, 1st Lane, Post Office - Krishnapur, Kolkata – 700 102, hereinafter referred to and called as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives, successors-in-interest, successors-in-office and assigns) of the **OTHER PART**.

WHEREAS by an indenture of Bengali deed of sale dated 13.03.1995 made between Sri. Sanat Kumar Pramanik sold transferred conveyed absolutely forever of ALL THAT piece and parcel of Bastu land being R.S. Dag No.709 measuring an area about 0.½ decimal (out of 0.11)

and R.S. Dag No.710 measuring an area about 0.½ decimal (out of 0.6) total area 1 decimal be the same little more or less appertaining from L.R Khatian No. 474, J.L. No. 19, Touzi No. 145, Mouza Thakdari, Police Station- Rajarhat, at the office of the Additional District Sub-registrar Bidhannagar in the District North 24 Pargana unto Sri Raghunath Pramanik and Sri. Biswanath Pramanik which was registered at the Additional District Sub-registrar- Bidhannagar vide book no.1, CD volume no. 27, Pages 235 to 240 being no 1224 for the year 1995 at or for consideration mentioned for the said Deed of Conveyance.

AND WHEREAS by an indenture of Bengali deed of sale dated 08.04.1996 made between Sri. Sanat Kumar Pramanik sold transferred conveyed absolutely forever of ALL THAT piece and parcel of Danga land measuring an area about 0.01 decimal (out of 0.13) be the same little more or less appertaining from R.S. Dag No.710 L.R Khatian No. 474, J.L. No. 19, Touzi No. 145, Mouza Thakdari, Police Station- Rajarhat, at the office of the Additional District Sub-registrar Bidhannagar in the District North 24 Pargana unto Sri Raghunath Pramanik and Sri. Biswanath Pramanik which was registered vide book no.1, CD volume no. 27, Pages 207 to 212 being no 1298 for the year 1996 at or for consideration mentioned for the said Deed of Conveyance.

AND WHEREAS by virtue of two Bengali deed of Sale dated 13.03.1995 and 08.04.1996 the said Sri Raghunath Pramanik and Sri. Biswanath Pramanik Pramanick seized and possessed of ALL THAT piece and

parcel of Bastu land being R.S. Dag No.709 measuring an area about 0.½ decimal (out of 0.11) and R.S. Dag No.710 measuring an area about 0.½ decimal (out of 0.6) = 1 decimal and being R.S. Dag No.711 measuring an area about 0.01 decimal (out of 0.13) total area 2 decimal be the same little more or less appertaining from L.R Khatian No. 474, J.L. No. 19, Touzi No. 145, Mouza Thakdari, Police Station- Rajarhat, at the office of the Additional District Sub-registrar Bidhannagar in the District North 24 Pargana morefully and particularly described in the First Schedule hereunder written and herein after referred to as the "SAID PROPERTY"

AND WHEREAS the said Vendors/Land owners mutated their names to the Local Block Land and Land Reforms Office and paying rent and taxes regularly.

AND WHEREAS since then the Owners/Occupiers herein seized and possessed by virtue of records of right (R O R) and/or otherwise well sufficiently entitled to the said property and enjoy the same peaceful freely absolutely and without any interruption from any corner together with right to sell, convey and transfer and develop the same in any manner whatsoever.

AND WHEREAS now the Owners intend to develop of the said property mentioned and described in Schedule below by an raising construction of several multistoried building or buildings and/or herein their such intention the Developer herein approached them that there agreed to undertake the aforesaid work were the owners hereby accepted the

aforesaid proposal under some terms and conditions mentioned hereinafter.

AND WHEREAS the owners/occupiers hereby declare the said plot of land mentioned herein and described below is free from all encumbrances and the owners have marketable title thereto and the owners shall under take to the Developer as when the necessary of the Developer Advocate prepared requisition title of the aforesaid property mentioned and described hereunder written and the owners shall satisfied the same to the Developer or their agents as when necessary developer requirement of the said property.

NOW THIS MEMORANDUM OF AGREEMENT WITNESSE and it is hereby agreement by and between the parties herein on the terms and conditions stipulated herein below :

NOW IT IS AGREED BY AND BETWEEN THE PARTIES as follows :

1. **OWNERSS/OCCUPIERS** shall mean 1. **SRI RAGHUNATH PRAMANIK** son of Late Nanilal Pramanik, by faith – Hindu, by occupation –Business, residing at Thakdari, P.O- Krishnapur, Police Station - New Town, formerly Rajarhat, in the District North 24 Paragana 2. **SRI BISWANATH PRAMANIK** son of Late Nanilal Pramanik, by faith – Hindu, by occupation –Business, residing at Thakdari, P.O- Krishnapur, Police Station - New Town, formerly Rajarhat, in the District North 24 Paragana
2. **DEVELOPER** shall mean **M/s GLS REALTY PRIVATE LIMITED**, a Private Limited Company incorporated under the Indian Companies

Act, 1956 having its Registered Office at Rajbanshipara, Tarulia Road, Krishnapur, Police Station – New Town, Kolkata – 700102, represented by its Director, **SRI LAKSHMI KANTA KAR**, son of Late Dharendra Nath Kar, by faith – Hindu, by occupation – Business, residing at Rajbanshipara, Tarulia 1st Lane , Post Office - Krishnapur, Police Station – New Town, Kolkata – 700 102 in Successor-in-Interest in Successors-in -Office and assigns.

3 **THE SAID PROPERTY** shall mean ALL THAT piece and parcel of Bastu land being R.S. Dag No.709 measuring an area about 0.½ decimal (out of 0.11) and R.S. Dag No.710 measuring an area about 0.½ decimal (out of 0.6) = 1 decimal and being R.S. Dag No.711 measuring an area about 0.01 decimal (out of 0.13) total area 2 decimal be the same little more or less appertaining from L.R Khatian No. 474, J.L. No. 19, Touzi No. 145, Mouza Thakdari, Police Station- Rajarhat, at the office of the Additional District Sub-registrar Bidhannagar/ New Town in the District North 24 Pargana.

4 **NEW BUILDING** shall mean building/buildings proposed to be constructed in the said property as per proposed sanctioned plan to be sanctioned by the Competent Authority of Central or State Government.

5 **COMMON FACILITIES** : The common facilities shall mean and include airways, lifts, corridors, stair case, landing, room passage and other spaces including roof and facilities whatsoever required for the common enjoyment and maintenance and/or management of the new building and part thereof.

6 **SALEABLE SPACE** the Saleable space shall mean the space in the building available for independent use and occupation along with the proportionate share of common areas defined under the common facilities.

7 **OWNERS'S ALLOCATION** it is agreed by the parties that the owners shall be entitled to get 40% constructed area of the proposed building comprising with 40% constructed area erected and built by the Developer of the construction premises and/or according to the owners can described the Second Schedule written hereunder to be constructed by the Developer in fully finished, complete and in habitable nature together with the proportionate undivided interest or share in the land along with all proportionate rights and all common area and facilities of the building. **AND** also both of owners shall be entitled to get non-refundable consideration amount Rs.5,001/- and Rs.5,001/ total Rs.10002/- (Rupees Ten Thousand and Two only) the first schedule property such amount Rs.5,001/- and Rs.5,001/ total Rs.10002/- (Rupees Ten Thousand and Two only) will be paid by the Developer to the owners herein in the manner as follows :

- i) Rs.5,001/- and Rs.5,001/ total Rs.10002/- (Rupees Ten Thousand and Two only) at the time of Development Agreement; Both of The owners shall acknowledge the same as above.

5 **DEVELOPER'S ALLOCATION** – the other party will get 60% of the total construction area of the proposed multistoried building to be constructed by the Developer herein except landowners's allocation

together with undivided common proportionate share of land and all common area and facilities attached to the said land as prorate basis morefully and particularly described in the Schedule written hereunder and hereinafter referred to the Developer's allocation.

6 **THE BUILDING PLAN** : the building plan shall mean the plan to be sanctioned by the Developer in the name of the owners and at the cost and expenses borne by the Developer from the competent authority of the Gram Panchayat, Zilla Parishad by other Government Statutory Authority, New Town Kolkata Development Authority and other and Central Government and State Government Authority

THE OWNERS' REPRESENTATION

- i) The Owners as above absolutely seized and possessed of and/or sufficiently or otherwise entitled to the said property.
- ii) None other than owners has any claim, right, title, interest and/or demand over and in respect of the said property and/or any portion thereof.
- iii) The said property is free from all sorts of encumbrances, charges, mortgage, lease, liens, lis-pendence, attachment, trusts, acquisition or requisition whatsoever.
- iv) There is no excess vacant land held by the owners at the said property within the meaning of urban land (ceiling and regulations) Act, 1976.

- v) The owners shall be described to the Developer for pretended right coming from their/his/her predecessor for requisition of title prepared by the Developer's Advocate regarding the said property in this cases owners shall depend on R.O.R.
- vi) There is no bar of legal or otherwise for the owners to apply for certificate under section 230A of the I.T. Act, 1961 which would be required at the time of sale and/or transfer of the flat to be constructed on the said property.
- vii) That immediately after on signing of this agreement, the owners shall deliver peaceful vacant and khas possession of the aforesaid property to the developer for taking necessary step for promotion and completion of the proposed building on the said land.
- viii) The Owners shall make conversion of his/her/their land mentioned and described in the Schedule hereunder.

ARTICLE - III

- i) The owners does hereby grant exclusive rights to the developer to build upon and to exploit commercially the said property by constructing a building on the said land according to the terms and conditions herein contained.
- ii) Nothing in these presents shall be construed as a devised or conveyance in law by the owners of the said property or any part thereof to the developer or as creating any right, title and interest

in respect thereof to the developer save and except as herein expressly or specifically provided and also an exclusive right to the developer to commercially exploit the same in terms thereof and to deal with the developer's allocation in the new building in the manner hereinafter stated.

- iii) If any Amalgamation of the land of the adjacent side of the said property of the others Owners, The owners shall agree to consent the Developer, of this said property and not to create any obstruction of the aforesaid. In this cases the developer shall prepared Amalgamation deed and also amalgamated plan prepared and signed the same by the owners bearing at the cost of expenses borne the Developer of the aforesaid Developer's project.

ARTICLE - IV

CONSIDERATION

- i) In consideration of the owners having granted the developer an exclusive right to commercially develop the said property the owners will be entitled as per second schedule mentioned & described of their owners allocation in the proposed building in the form of self contained flats, shops, spaces on various floors, service areas, car parking space along with undivided proportionate share of land and of common facilities attached thereto (and the said is more fully described in the Second schedule provided herein). And

The Land owners will also be provided Rs.5,001/- and Rs.5,001/- (Rupees Five Thousand and One only) each and individually paid by the Developer herein as aforesaid.

In consideration of the developer having to bear the entire cost of the construction of the new building and on commercially developing the said property, as provided herein, the developer shall be entitled to the absolute ownership of the remaining portion after providing the owners' allocation of the total saleable space in the new building more fully described in the Third Schedule herein below and for which the developer shall be entitled to sell, convey, transfer, lease and/or otherwise deal with the same as he deem fit and proper to their nominee or nominees and for that purpose the developer shall be entitled to enter into an agreement for sale and to collect consideration money and other commitments with any other party/parties in respect of the portion to be allocated to him at the aforesaid property which is mentioned described in the Schedule written hereunder.

- ii) The developer shall be at liberty to advertise in the newspapers for sale of the flat(s) from the developer's allocation which is to be constructed on the said property and to put up any manner or signboard on the land, to employ durwans, caretakers for the safety the security of the project, to invite application from the intending purchaser and to do all other acts, deeds and things as may be necessary and required for the successful implementation

and completion of the project and to negotiate with the intending buyers for the sale of the flats to fix price of the flats, to enter into an agreement with the intending buyers, to prepare the necessary deed(s) of conveyances, collection of price from the intending buyers as per terms of the agreement for sale and to do all acts, deeds and things as may be necessary for the sale of the said flat from the developer's allocation and for that the first part/owners will not raise any objection against any such acts and deeds of the developer. The owners/First part herein also, undertakes that if also necessary he will at the cost and expenses of the Developer countersign the deed of agreement for sale with the intending buyers in respect of the proposed flats from developer's allocation without raising any objection whatsoever provided that the developer shall bear all the responsibility of receiving the money(s) from intending buyers as aforesaid. The Owners undertakes, if necessary, to execute the final deed of conveyance in respect of the flat(s) from the developer's allocation to the developer or to their nominee(s) at the cost of the Developer.

ARTICLE -V

COMMENCEMENT OF THE AGREEMENT

This agreement shall be deemed to have commenced from the 25th day of November 2013 and also as per mutual understanding in between the parties of from the day, month and year above written

ARTICLE -VI

PROCEDURE

- I) The plan of the said Property will be sanctioned by the competent authority or N.K.D.A or any other authority or authorities.
- II) The Owners will grant the developer, the Power of Attorney that may be required for the smooth running of the project.
- III) Until the completion of the new building, the developer shall hold, possession of the said property on behalf of the owners provided however, that the developer/contractor will be entitled to deal with its allocation as absolute owners thereof without any interference or disturbance from the owners.

ARTICLE - VII

BUILDING :

1. The developer must arrange for getting the sanctioned plan from Gram Panchayet, Zila Parishad or any other statutory competent Authority by the Central or State Government after the execution of the agreement and the owners must co-operate in all respects to the developer for getting the sanctioned plan. The developer/contractor at its own cost will construct the entire building as per the sanction, permission and/or approval of the Gram Panchayet, Zila Parishad or any other statutory competent authority Central or State Government and the Developer shall

complete the building after getting the sanction from the competent authority/authorities within 60 months (5 years) from the date of the sanctioned building plan by the competent authority.

Further that Developer shall herein responsible and/or liable building plan from the sanctioning authority or authorities within six months from the date of the execution of this agreement. Be noted that Owners shall complete the conversion at her own cost and submit the same to the Developer.

2. The design and nature of the standard specification more fully described in the Fifth schedule herein if other specific materials would be required at the instance of the owners in that event extra costs shall be borne by the owners.
3. The developer shall be authorized by the owners to apply for and obtain temporary and/or permanent connection of water electricity and/or other imputes and facilities required for the new building.
4. All costs, charges and expenses including Architect's fees shall be discharged by the developer and the owners will have no responsibility in this context.
5. The developer must arrange for getting the sanction plan from the Gram Panchayet, Zila Parishad or any other statutory competent authority Central or State Government from the date of execution of this Agreement

ARTICLE - X
COMMON RESTRICTIONS

ARTICLE – VIII

ALLOCATION

1. On completion of the new building as well as fulfillment of the condition as stated hereinafter.

ARTICLE – IX

SERVICE CHARGES

1. On completion of the new building, the owners shall be invited to take possession of his respective allocated areas in the building and on and from that date, he shall be responsible to pay and bear the service charges for the common facilities in the new building and for the sold area the purchasers of the flats shall bear the service charges for their respective flats as per the Acts as provided by the Apartment Ownership Act, 1972.
2. The service charges shall include insurance, utility charges maintenance of mechanical, electrical, sanitary and other equipment, maintenance and general management of the new building.
3. The developer in consultation with the landowners will frame the scheme of the management, maintenances and administration of the building and all the occupants will abide by all such terms and conditions.

ARTICLE – X

COMMON RESTRICTIONS

- 1) The owners and the developer shall not use and permit the use of

carrying on any obnoxious, illegal, immoral trade or activities and not permit to use thereof for any purpose which may cause any nuisance and harassment to the other occupants of the said building.

- 2) None of the occupiers shall transfer or permit transfer of their allocated areas or any portion thereof unless.
 - a) The transferee has paid all money(s) to the transferor according to the terms and conditions thereof.
 - b) The transferee have given written undertaking to be bound by the terms and conditions hereof and the terms and conditions of the scheme that may be framed for the maintenance of the new building.
 - c) None of the occupier shall be demolish or permit demolition of the structure in their allocated portion thereof.
 - d) The occupiers shall abide by all the laws, byelaws, rules and regulations of the Govt. Authorities, buildings as the case may be.

ARTICLE – XI

OWNERS'S OBLIGATIONS

1. The Owners hereby agrees and covenants with the developer not to do or cause to be done any interference or hindrance in the construction of the said building on the said property by the developer.

2. The Owners hereby agrees and covenants with the developer not to do any act deed or thing whereby the developer/contractor may be prevented from selling, assigning and/or disposing of any of the developer's allocation portion in the new building at the said premises.
3. The owners hereby agrees and covenants with the developer/contractor not to let out grant, lease, mortgage and/or charge the said property or any part of the structures during the subsistence of this agreement. The developer/contractor will demolish if any the old structures at his own cost before starting the construction work.

ARTICLE - XII

OTHER'S INDEMNITY

1. The owners hereby undertakes that the developer/contractor shall be entitled to complete and construct the said construction and enjoy their allocated portion without any interference and/or disturbance.
2. The owners hereby agrees to indemnify the developer/contractor against all actions, suits, and acts, proceedings and claims that may arise out of the owners' title in the said property.
3. No part of the said properties is subject to any order of acquisition or requisition nor any notice of acquisition or requisition has been served upon the owners till date.

4. The said premises has not been subject to any notice of attachment under public demands recovery at or for payment of income tax and Panchayet taxes/or any statutory dues whatsoever or however.
5. The owners doth hereby agrees and covenant with the Developer not to let out grant lease, mortgage and/or charge or part within possession of the said premises or any portion thereof without the consent in writing of the Developer on and from the date of execution of this Deed.
6. The owners shall/will indemnity to the Developer herein they shall sign or no objection as and when developer hold or possessed adjacent of the owners' land for Amalgamation purposed. The owners' shall sign the said Amalgamation deed and amalgamated plan prepared by the Developer's co. at the cost and expenses by the Developer.
7. The owners shall make a specific declaration of the power of attorney still in force till development agreement.

ARTICLE - XIII

1. The Owners and the developer have entered into this agreement purely as a contract and nothing herein contained shall be deemed or construed as a Partnership between the owners and the

2. It is understood that from time to time to facilitate the construction of the new building by the developer the various deeds, matters, and things not herein specified, may be required to be done by the developer and for which the developer may need the authority of the owners and various specifications and other documents may be required to be signed or made by the owners related to which specific provision may not have been made herein, the owners hereby authorize and empower the developer to do all such acts, deeds, matters or things that may be required to be done by the developer and the Owners undertakes to execute any additional general power of attorney after sanction of the building plan as may be required to be done by the developer for the purpose and the owners also undertakes to sign and execute all such additional applications and/or documents as the case may be provided that all such acts, deeds, matters and things do not in any way fringe on the rights of the developer and/or go against the spirit of the agreement.
3. Any notice required to be given by the developer shall without prejudice to any other mode of service available shall be deemed to have been served on the owners if delivered by hand or sent by registered post.
4. The terms and conditions of this agreement will also be binding upon the legal heirs, successors and legal representatives of both the parties.

ARTICLE XIV

REGISTRATION OF THE AGREEMENT & POWER OF ATTORNEY

That immediately after getting the sanction plan from the competent authority/authorities it is also mutually agreed that any clause may be modified and any new clause may be inserted but the same must be made mutually and keeping the spirit of the present agreement intact. It is also mutually agreed that the general power of attorney along with sale right of the constructed area (together with proportionate share of land) only from the developer's allocation will be executed by the owners in favour of the developer and the same must be registered at the cost of the developer.

ARTICLE - XVI

JURISDICTION

The Court of District 24-Parganas (North) shall have the jurisdiction to try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

ARTICLE - XVII

MISCELLANEOUS

1. The owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construct as a partnership between the Developer and the owners or as joint Venture between the parties hereto in any

manner nor shall be parties hereto in any manner nor shall be parties hereto constitute an association of persons.

2. Immediately upon the Developer obtaining possession of the said premises, the Developer shall be entitled to start construction of the said building at the said premises. And the Developer shall allot the possession of the owners stated hereinbefore first of the finished structure/building erected and built by the Developer.
3. The name of the building shall be **GLS TOWER** and the owners will not raise any objection thereto.
4. Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said premises/property or any part thereof to the Developer by the owners or as creating any right, title or interest in respect thereof in favour of the Developer other than an exclusive license in favour of the Developer to develop the same in the terms of these presents and in being expressly agreed and understood that in no event the owners nor any of their estate shall be responsible and/or be made liable for payment of any dues of the Developer and for that purpose the Developer shall keep the owners indemnified against all actions, deeds, suits, proceedings and costs, charges and expenses in respect thereof.
5. As and from the date of completion of the building, the Developer and/or its transferees and the owners and/or his transferees shall each be liable to pay and bear proportionate charges on account of rates and taxes payable in respect of their respective spaces.

6. It is hereby made clear Mr. Goutam Roy, Advocate, High Court, Calcutta having its office 8, Old Post Office Street, Ground floor, Kolkata – 700001, appointed by the by the Developer Advocate for the super vision of legal affairs herein after define has prepared agreement and shall draw all papers documents and drafts required for and/or in connection with the various common purpose relating to the said building and formation of the association or co-operative society or a private limited Company has envisized and such document containing covenants to be observe on the part of the party thereto as in sole discretion of the said Advocate's be determined to be reasonable and the costs and expenses shall be borne by the Purchaser as follows :-

The Purchaser shall or before execution of the agreement pay Rs.5, 100/- fees of Mr. Goutam Roy, Advocate towards the fees for preparation of agreement and shall further pay Rs.10,000/- fees on or before delivery of possession of the said unit towards their fees for preparing drafting executions and registration of the papers documents, in relation to transfer of the aforesaid proportionate share in the land of the premises in favour of the Purchaser.

7. The Developer shall be entitled to execute and register the Deed of Sale in favour of intending buyer/Purchaser of developer's shares only simultaneously with the handing over the owners' share and/or allocation in favour of owners for their the satisfaction.

8. Both the parties shall have liberty to avail the opportunity under the specific performance of the contract of this agreement for the non-compliance of the covenant herein before mentioned alternatively at any time for any dispute that may arise between the parties hereto regarding the construction or interruption of any of the terms and conditions herein contained or touching this presence or for determination of any liability of any of the parties under this agreement and the same shall be referred to the arbitration under the provision of Arbitration and conciliation Act, 1996 or any statutory modification there under in force or effect.

ARTICLE – XVII

FORCE MAJEURE

- a) The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of the Force Majeure.
- b) Force Majeure shall mean flood, earth-quake riot, war storm, tempest, civil motion strike and/or any other act or commission beyond the control of the parties hereto.
- c) If because of any willful act on the part of the Developer the construction and completion of the building is delayed that in that event the developer shall be liable to pay such loss or damages to the owners as shall be determined by the Owners.

- d) In the event of the Owners' committing breach of any of the terms and conditions herein contained or making delay in allowing the Developer to develop the said premises as hereinbefore stated, the Developer shall be entitled to get payments for damages and compensations by the owners and the owners shall be liable entitled to get payments for damages and compensation by the owners and owners shall be liable to pay such losses and compensation to the developer.

ARTICLE - XVIII

ARBITRATIONS

ALL DISPUTE AND DIFFERENCE BETWEEN THE PARTIES hereto regarding the said property or regarding the said determination of any liabilities of the parties or any other whatsoever or howsoever nature shall be referred to the arbitration and same shall be being to the reference with the provision of Arbitration and conciliation act, 1996 and statutory modification or enactment there under from time to time and the party thereto declare that all of them have full trust and confidence in the arbitration.

ARTICLE - XIX

NOTICE

ALL NOTICES to be served by either of the parties to the other shall be deemed to have been served on the 15th day of shall has been delivered for dispatched to the postal authority by registered part with acknowledge due at the last known address of the parties hereto.

FIRST PARTY'S ALLOCATION

OWNERS'S ALLOCATION it is agreed by the parties that the owners shall be entitled to get 40% constructed area of the proposed building comprising with 40% constructed area erect and built by the Developer and/or according to the owners can described I the Second Schedule written hereunder to be constructed by the Developer in fully finished, complete and in habitable nature together with the proportionate undivided interest or share in the land along with all proportionate rights and all common area and facilities of the building. **AND** both the owners shall be entitled to get non-refundable consideration amount ` Rs.5,001/- and Rs.5,001/ total Rs.10002/- (Rupees Ten Thousand and Two only) the first schedule property such amount Rs.5,001/- and Rs.5,001/ total Rs.1002/- (Rupees Ten Thousand and Two only) will be paid by the Developer to the owners as a non-refundable advance money herein in the manner as follows :

- i) ` Rs.5,001/- and Rs.5,001/ total Rs.10,002/- (Rupees Ten Thousand and Two only) at the time of Development Agreement; The owners shall acknowledge the same as above.

SECOND PARTY'S ALLOCATION:

DEVELOPER'S ALLOCATION – the other party will get 60% of the total construction area of the proposed multistoried building to be constructed by the Developer herein except landowners' allocation together with undivided common proportionate share of land and all

common area and facilities attached to the said land as prorate basis morefully and particularly described in the Schedule written hereunder and hereinafter referred to the Developer's allocation.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land being R.S. Dag No.709 measuring an area about $0\frac{1}{2}$ decimal (out of 0.11) and R.S. Dag No.710 measuring an area about $0\frac{1}{2}$ decimal (out of 0.6) = 1 decimal and being R.S. Dag No.711 Danga land measuring an area about 0.01 decimal (out of 0.13) total area 2 decimal be the same little more or less appertaining from L.R Khatian No. 474, J.L. No. 19, Touzi No. 145, Mouza Thakdari, Police Station- Rajarhat, at the office of the Additional District Sub-registrar Bidhannagar/New Town in the District North 24 Pargana. Which is butted and bounded as follows:-

ON THE NORTH:- Road

ON THE SOUTH:- plot of R.S. Dag No 709

ON THE EAST:- on plot of land

ON THE WEST:- plot of Shibu Das

Rent to whom is being paid 10 paisa as per West Bengal Land Holding Revenue Law before the Collector North 24 Pargana

THE SECOND SCHEDULE ABOVE REFERRED TO
(OWNERSS' ALLOCATION)

OWNERS'S ALLOCATION it is agreed by the parties that the owners shall be entitled to get 40% constructed area of the proposed building

comprising with 40% constructed area erect and built by the Developer and/or according to the owners can described I the Second Schedule written hereunder to be constructed by the Developer in fully finished, complete and in habitable nature together with the proportionate undivided interest or share in the land along with all proportionate rights and all common area and facilities of the building. **AND** both the owners shall be entitled to get non-refundable consideration amount ' Rs.5,001/- and Rs.5,001/ total Rs.1002/- (Rupees Ten Thousand and Two only) the first schedule property such amount ' Rs.5,001/- and Rs.5,001/ total Rs.1002/- (Rupees Ten Thousand and Two only) will be paid by the Developer to the owners as a non-refundable advance money herein in the manner as follows :

- i) Rs.5,001/- and Rs.5,001/ total Rs.1002/- (Rupees Ten Thousand and Two only) at the time of Development Agreement; Both the owners shall acknowledge the same as above.

THIRD SCHEDULE ABOVE REFERRED TO:

DEVELOPER'S ALLOCATION – the other party will get 60% of the total construction area of the proposed multistoried building to be constructed by the Developer herein except landowners's allocation together with undivided common proportionate share of land and all common area and facilities attached to the said land as prorate basis morefully and particularly described in the Schedule written hereunder and hereinafter referred to the Developer's allocation.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON AREAS COMMON FACILITIES AND COMMON EXPENSES)

The Owners along with the other co-owners, occupiers, society or Syndicate or association shall allow each other the following easement and quasi easement rights privileges etc.

- i) Land under the said building described in the Schedule 'A';
- ii) All side spaces, back spaces, paths, passages, drain ways in the land of the said building.
- iii) General lighting of the common portions and space for installations of electric meter in general and separate.
- iv) Drains and sewers from the building in the Panchayet connection drains and/or sewerage.
- v) Stair case and staircase landings.
- vi) Lobbies in each floor.
- vii) Common septic tank.
- viii) Common water pump.
- ix) Common water reservoir.
- x) Water and sewerage evicition from the pipes of the every unit, to drain and sewerage common to the said building.
- xi) Common electric line.
- xii) Top roof of the said building.
- xiii) Caretaker room.
- xiv) Lift.

**THE FIFTH SCHEDULE ABOVE REFERRED TO SPECIFICATION OF
THE CONSTRUCTION**

(For land owners)

- Structure** : Building designed with R.C.C framed structure which rest on individual column, design approved by the competent Authority.
- External Wall** : 8" thick brick wall and plastered with cement mortar.
- Internal Wall** : 5" thick wall and plaster with cement mortar; wall between two rooms will be 5".
- Flooring** : Flooring is Marble with 4' skirting (all Bed rooms, drawings, dining space and verandah)
- Bath room** : Bath room fitted upto 6' height withy designer glazed tiles of standard brand bath room floor standard marble.
- Kitchen** : Cooking platform and sink will be of black STONE SINK AND 4' height glazed standard tiles above the platform to protect oil spot and flooring standard marble.
- Toilets** : One toilet of white commode of standard brand with standard P.V.C. cistern, another toilet of Orissa type white pan of standard brand with standard P.V.C. cistern. All fittings are

standard type. One wash hand basin is in dining space of each flat.

DOORS : All doors are good quality wooden frame and flash door shutter, main door shutter will be of sal wood frame and wooden door with standard lock and peep hole on main entrance door, anodized aluminium tower bolt in all doors.

WINDOWS : Steel window frame with fully glass, Panel will be good quality will be provided in the windows.

WATER SUPPLY : Water supply round the clock is assured for which necessary deep tube well will be installed.

PLUMBING : Toilet concealed wiring with two bib cock, one shower, in toilets all fittings are standard quality.

VERANDAH : Verandah grill will provide 1'-9" height from 1'-0" top of floor.

OTHER WORKS :

- a) Full concealed wiring with copper conduct.
- b) In bed room two light points, only one 5 Amp plug point, one fan point and one tube light point.

- c) Living/Dining room : three light points, two fan points, one 5/15 Amp plug and one T.V. point.
- d) Kitchen : one light point, one exhaust fan point and one 15 amp. Plug point and one Tube point.
- e) Toilet : one light point, one exhaust fan point.
- f) Verandah : one light point and one plug point.
- g) One light point at main entrance.
- h) Calling bell : one calling bell point at the main entrance and switch at the entrance of the flat.

13. ELECTRIC: Electric meter, mother meter and transformer (if any) will be installed by the Developer at its cost and the said Developer for individual electric meter will be borne by the Land Ownerss for their allocation.

14. PAINTING

- a) inside wall of the flat will be finished with plaster of paris.
- b) All doors and windows frame and shutter painted with two coats white primer.

EXTRA WORK: Any work other than specified above would be regarded as extra work for which separate payment is required to be paid.

IN WITNESSES WHEREOF both the parties hereto have set and subscribed their respective hands and sealed out of their free will and word and fully understanding the contents hereof the month, day and year first above written.

WITNESSES:-
In present of

1. Jagan Kumar Naskar,
Krishna Park, Baraburite
Kal-102

স্বয়ংস্বাক্ষরিত

Biswanath Pradmanik

SIGNATURE OF THE FIRST
PART/LAND OWNERS

2. Janu Shree Chowdhury
Advocate

OLS Realty Pvt. Ltd.

Lakshmi Kanta Roy
Director

SIGNATURE OF THE OTHER
PART/DEVELOPER

Drafted by me

Goutam Roy

(MR. GOUTAM ROY)

Advocate

High Court, Calcutta
8, Old Post Office Street,
Ground Floor, Kolkata

SIGNATURE OF THE OTHER PARTY

MEMO OF CONSIDERATION

Received on and from the within named **SECOND PART** a sum of 5001/- (Rupees Five Thousand and One) only each and individually owner as non-refundable advance money at the time of execution of this Agreement as per memo below :-

<u>Sl. No.</u>	<u>Particulars</u>	<u>Amount (Rs.)</u>
	Cash/Cheque No. <u>5972</u> <u>965389</u> <u>Cooperation Bank.</u> <u>Sat Laxmi Branch</u>	<u>5000/-</u>
	Total	<u>5001/-</u>

(Rupees Five Thousand and One) only

WITNESSES :-

1. Jagan Kumar Naskar

2. Shoukury
Advocate

[Signature]
SIGNATURE OF THE FIRST PART/
OWNER

MEMO OF CONSIDERATION

Received on and from the within named SECOND PART a sum of 5001/- (Rupees Five Thousand and One) only each and individually owner as non-refundable advance money at the time of execution of this Agreement as per memo below :-

<u>Sl. No.</u>	<u>Particulars</u>	<u>Amount (Rs.)</u>
	Cash/Cheque No. 965388 Cooperative Bank Sect. Helde. Br.	5001/-
	Total	5001/-

(Rupees Five Thousand and One) only


































WITNESSES :-

- Jagan Kumar Naskar.
- Bhowdhury
Advocate

Biswanath Pramanit

SIGNATURE OF THE FIRST PART/
OWNER

SPECIMEN FORM FOR TEN FINGERPRINTS





	<i>Abhishek Kumar Bis</i>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
		Thumb Fore Middle Ring Little				
(Right Hand)						
	<i>Biswajit Pramanik</i>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
		Thumb Fore Middle Ring Little				
(Right Hand)						
	<i>Lakshmi Kantar Kar</i>					
		Little Ring Middle Fore Thumb				
		(Left Hand)				
						
		Thumb Fore Middle Ring Little				
(Right Hand)						
PHOTO						
	Little Ring Middle Fore Thumb					
	(Left Hand)					
	Thumb Fore Middle Ring Little					
(Right Hand)						

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. RAJARHAT, District- North 24-Parganas
Signature / LTI Sheet of Serial No. 14252 / 2013, Deed No. (Book - I , 13219/2013)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Lakshmi Kanta Kar Tarulia 1st Lane, Krishnapur, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700102	 25/11/2013	 LTI 25/11/2013	<i>Lakshmi Kanta Kar</i> 25/11/2013

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Raghunath Pramanik Address -Thakdari, Krishnapur, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL, India,	Self	 25/11/2013	 LTI 25/11/2013	<i>রঘুনথ প্রমণিক</i>
2	Lakshmi Kanta Kar Address -Tarulia 1st Lane, Krishnapur, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700102	Confirming Party	 25/11/2013	 LTI 25/11/2013	<i>Lakshmi Kanta Kar</i>
3	Biswanath Pramanik Address -Thakdari, Krishnapur, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL, India,	Self	 25/11/2013	 LTI 25/11/2013	<i>Biswanath prama- nik</i>

Name of Identifier of above Person(s)

G Roy
High Court, District:-Kolkata, WEST BENGAL, India,

Signature of Identifier with Date

Gastou Roy
25/11/13

25 NOV 2013

Additional District Sub-Registrar
(Debasish Dhar)
 Rajarhat, New Town, North 24 Parganas
 Additional District Sub-Registrar
 Office of the A.D.S.R. RAJARHAT



Government Of West Bengal
Office Of the A.D.S.R. RAJARHAT
District:-North 24-Parganas

Endorsement For Deed Number : I - 13219 of 2013
(Serial No. 14252 of 2013 and Query No. 1523L000024277 of 2013)

On 25/11/2013

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 131.00/-, on 25/11/2013

(Under Article : B = 110/- ,E = 21/- on 25/11/2013)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-9,05,049/-

Certified that the required stamp duty of this document is Rs.- 5021 /- and the Stamp duty paid as: Impressive Rs.- 500/-

Deficit stamp duty

Deficit stamp duty Rs. 4550/- is paid , by the draft number 971704, Draft Date 25/11/2013, Bank : State Bank of India, MAHISGOTE, received on 25/11/2013

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

Presented for registration at 13.20 hrs on 25/11/2013, at the Office of the A.D.S.R. RAJARHAT by Lakshmi Kanta Kar , one of the Executants.

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

Execution is admitted on 25/11/2013 by

1. Raghunath Pramanik, son of Lt. Nanilal Pramanik , Thakdari, Krishnapur, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Business
2. Lakshmi Kanta Kar
Director, M/s. G L S Realty Pvt. Ltd., Rajbanshipara, Tarulia Road, Krishnapur, Kolkata, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700102.
, By Profession : Business
3. Biswanath Pramanik, son of Lt. Nanilal Pramanik , Thakdari, Krishnapur, Thana:-New Town, District:-North 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : Business
Identified By G Roy, son of . . , High Court, District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

(Debasish Dhar)
Additional District Sub-Registrar

Additional District Sub Registrar

25 NOV 2013

(Debasish Dhar)
Additional District Sub-Registrar

DATED THIS 25 DAY OF *Nov* 2013

B E T W E E N

RAGHUNATH PRAMANIK & ANR.

... OWNERS

AND

G.L.S. REALTY PRIVATE LIMITED

... DEVELOPER

DEVELOPMENT AGREEMENT

Gautam Roy

Advocate,
8, Old Post Office Street
Ground Floor, Kolkata 700001

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 19
Page from 6841 to 6879
being No 13219 for the year 2013.



(Debasish Dhar) 25-November-2013
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
West Bengal