

5739/18

3

I. 5255/18



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL
 28-11-18
 6-18
 CS 101-1710288/18

WEST BENGAL V.L. NO 741 for 2018 E 704603



Certified that the document is admitted to registration. The signature, check and the endorsement marks attached with this document are the part of this document.

[Handwritten Signature]

Additional District Sub-Registrar,
 Gate South 24 Parganas

AGREEMENT FOR DEVELOPMENT

29 NOV 2018

THIS AGREEMENT is made on this the 28th day of November,
 Two Thousand and Eighteen of the Christian era, BETWEEN ABDUL
 KHALEK MONDAL, s/o Late Abdul Jabbar Mondal, aged about 46

Years, by religious Muslim, Nationality-Indian, by Occupation-Business, having PAN No.AYLPM5012F, residing at Kusumba Halderpara, Post Office- Narendrapur, Police Station-Sonarapur, Kolkata-700103, Dist- South 24 Parganas phone 9007477105 (2) **BADRA ALAM MONDAL**, s/o Raman Ali Mondal aged about 36 Years, by religious Muslim, Nationality-Indian, by Occupation-Business, having PAN NO. BGPEM1431L, residing at Jagannathpur, Post Office- R.K. Pally, Police Station-Sonarapur, Kolkata-700150, Dist- South 24 Parganas phone 8697057530 (3) **REHANA BIBI**, w/o Abdul Khalek Mondal, aged about 38 Years, by religious Muslim, Nationality-Indian, by Occupation-Housewife, having PAN-BAJPB6425N, residing at Kusumba Halderpara, Post Office- Narendrapur, Police Station-Sonarapur, Kolkata-700103 phone 9007698063 (4) **NAJIR HOSSAIN MOLLIK**, s/o Yousuf Ali Mollick aged about 36 Years, by religious Muslim, Nationality-Indian, by Occupation-Business, having PAN-APFPM5408J, residing at Jagannathpur, Post Office- R.K. Pally, Police Station-Sonarapur, Kolkata-700150, Dist- South 24 Parganas phone 9830642016 (5) **NASIR SARDAR**, s/o Kajem Sardar, aged about 31 years, by religion Muslim, Nationality- Indian, by Occupation- Business, having PAN No. BMWPS6467G, residing at A 26, Suljanta Pally, M.G. Road, Police Station-Thakurpukur, Kolkata-7000082, Dist. South 24 Parganas phone 9836667728 (6) **ABUL KALAM HALDER**, s/o Late Ram Jan Ali Halder, aged about 44 Years, by religious Muslim, Nationality-Indian, by Occupation-Business, having PAN-ADWPH6545G, residing at Kusumba Halderpara, Post Office- Narendrapur, Police Station-Sonarapur, Kolkata-700103, Dist- South 24 Parganas phone 9903555444 (7) **AYUB HALDER**, s/o Late Kader Halder, aged about 43 Years, by religious Muslim, Nationality-Indian, by Occupation-Business, having PAN-ADOPH3044G, residing at Kusumba Halderpara, Post Office- Narendrapur, Police Station-Sonarapur, Kolkata-700103, Dist- South 24 Parganas phone 9007376504 **BETWEEN**, hereinafter jointly referred to as the 'OWNERS' (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include their respective heirs, successors, legal representatives, administrators, executors, nominees and assigns) of the ONE PART;

AND

BANAJ DEVELOPERS PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 4B-Castle House, 5/1A, Hungerford Street, 3rd floor, Post Office – Circus Avenue, Police Station – Shakespeare Sarani, Kolkata - 700 017 PAN: AAFCB1198L Phone: 9831005380, hereinafter referred to as the "DEVELOPER" (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include its successors-in-business/interest, administrators and assigns) of the **OTHER PART** being represented by one of its Directors **Shri Chhatar Singh Kathotia**, s/o Late Bachhraj Kathotia, residing at 7H, Cornfield Road, Police Station - Gariahat, Post Office - Ballygunge, Kolkata 700 019 having PAN No AKMPK2416Q and Phone No.9831005380, authorized and empowered to execute these presents for and on behalf of the Developer.

WHEREAS

- A. One Md. Elai Bux Halder son of Late Khoda Bux Halder, of Kusumba, P.O. Narendrapur, P.S. Sonarpur, 24 Parganas, was the recorded owner of a piece and parcel of land measuring about 55 decimals, classified as "Danga" and comprised in J.L.No. 50, Touzi No. 255, R.S. No. 138, R.S. Dag No. 123 (Previous), R.S. Dag No. 2283/2518, R.S. Khatian No. 1325, Mouza- Kusumba, Police station- Sonarpur, District- 24 Parganas now 24 Parganas (South).
- B. One Parijan Bibi, w/o Late Chand Md. Molla, of Kusumba, Sonarpur, had filed a suit for declaration and injunction being Title Suit No. 555 of 1957 in the Court of the Ld. 2nd Munsif at Jarupur, 24 Paragana South against the said Md. Elai Bux Halder claiming right title and interest in respect of piece and parcel of land measuring 55 decimals.

- C. The parties had entered into compromise (solanama). In terms of the said compromise, it was recorded that an area of 24 decimals out of 55 decimals shall vest with Parijan Bibi and the balance 31 decimals shall belong to Md. Elai Bux Halder absolutely.
- D. By a Bengali Bikray Kobala dated 6th November, 1974 executed by Md. Elai Bux Halder, therein referred to as Kobala Data and Karim Bux Halder, therein referred to as Kobala Grohita, the Vendor therein for the consideration therein mentioned sold, transferred, conveyed, granted, assigned and/or assured on to the Purchaser therein an area of 31 decimals of land (as per the certified copy of original Bengali Bikray Kobala is in mentioned the actual area of 30 decimals). The said Indenture was registered with Sub Registrar, Sonarpur, District 24 Parganas (South) and recorded in Book No.1, Volume No.73, Pages 41 to 43 being Deed No.4462 for the year 1974.
- E. By a Bengali Dan Patra dated 28th December, 1998 the said Karim Bux Halder out of natural love and affection made out gift of an area of 1 decimal of land out of 31 decimals of land in favour of his son i.e Yusuf Ali Halder. The said Indenture was registered in the office of the Additional District Sub Registrar, Sonarpur, and District- 24 Parganas (South) and recorded in Book No. I, Volume No.153, and Pages 290 to 293 being Deed No.9341 for the year 1998.
- F. In terms of the said and upon the land records being revised by the State of West Bengal; the records of right were published in the following manner :-

Name of the Recorded Owner	R.S. Dag No.	L.R. Dag No.	L.R. Khatian No.	Quantum
Karim Bux Halder	2283/2518	2446	462	30 decimals
Yusuf Ali Halder	2283/2518	2446	365	1 decimal

G. By Indenture of Gift dated 7th March, 2007 executed by Karim Bux Halder in favour of his three sons i.e. Yusuf Ali Halder, Ershad Ali Halder and Mohammed Ali Halder, the said Karim Bux Halder out of natural love and affection towards his three son's gift over an area of 29 decimals. The said Indenture was registered in the office of District Sub Registrar, Alipore. 24 Parganas (South) and recorded in Book No. I, CD Volume No.7, Pages 3570 to 3586 being Deed No.01200 for the year 2008.

H. The said Karim Bux Halder died interstate on 14.11.08 leaving behind him his four sons, namely, Yusuf Ali Halder, Ershad Ali Halder, Mohammed Ali Halder and Islam Holder and two daughters, namely Rokeya Bibi and Rashida Bibi Mondal, as the only heirs and successors to all his estate including his 1 decimal of land in the aforesaid plot comprised in L.R.Dag No. 2446 corresponding to R.S: Dag No. 2283/2518, L.R.Khatian No. 462 corresponding to R.S Khatian No. 1325, Mouza- Kusumba, Police Station- Sonarpur, District- South 24 Parganas, his wife being predeceased him, and as such the said 1 decimal of Land comprised in L.R.Dag No. 2446 corresponding to R.S. Dag No. 2283/2518, L.R.Khatian No. 462 corresponding to R.S Khatian No. 1325, Mouza- Kusumba, Police Station-

Sonarpur, District- South 24 Parganas, after the death of the said Karim Bux Halder, devolved absolutely and exclusively upon the aforesaid heirs of the said Karim Bux Halder.

- I. By Indenture dated 22nd March, 2013 executed by the said Yusuf Ali Halder, Ershad Ali Halder, Mohammed Ali Halder, Islam Halder, Rokeya Bibi and Rashida Bibi Mondal therein referred to as Vendors and Abdul Khalek Mondal & Ors. therein referred to as Purchasers, the Vendors therein for the consideration therein mentioned sold, transferred, conveyed, granted, assigned and/or assured on to the Purchasers therein all that piece and parcel of land measuring 12.32 decimals equivalent to 7 Cottahs, 7 Chittacks and 12 Sq. Ft. The said Indenture was registered with Additional District Sub Registrar, Sonarpur, 24 Parganas (South) and recorded in Book No.1, CD Volume No.9, Pages 1743 to 1780 being Deed No.03711 for the year 2013.
- J. Accordingly Yusuf Ali Halder, Ershad Ali Halder, Mohammed Ali Halder are therefore left with an area of 19 decimals of Danga land in the said Dag and recorded in the records maintained by the B.L. & L.R.o as detailed herein:-

Name.	L.R. Dag No	R.S. Dag No.	L.R. Khatian No.	R.S. Khatian No	Quantum
Yusuf Ali Halder	2446	2283/2518	365	1325	6.00 decimal
Ershad Ali Halder.	2446	2283/2518	462	1325	6.00 decimal
Mohammed Ali Halder	2446	2283/2518	462	1325	7.00 decimal

K. In terms of the Indenture of even date, Yusuf Ali Halder, Ershad Ali Halder and Mohammed Ali Halder had sold, transferred, conveyed, granted, assigned and/or assured on to the Owners herein $\frac{1}{2}$ share of all that piece and parcel of land measuring an area of 19 decimals of Danga land for the consideration therein mentioned. The said Indenture was registered with Additional District Sub Registrar, ^{Gadua} Sonarpur and recorded in Book No I being Deed No 5253 for the year 2018.

L. Accordingly the Owners have become the absolute owners in respect of $\frac{1}{2}$ share or interest in all that piece and parcel of land measuring 19 decimals situated and lying at L.R.Dag No.2446, L.R.Khatian Nos.462 and 365, R.S. dag No. 2283/2518, Mouza- Kusumba, J.L. No. 50, Touji No. 255, Additional District Sub Registrar, Sonarpur, District- South 24 Parganas, under Rajpur Sonarpur Municipality as more fully and particularly described in the Schedule hereunder and have approached the Developer to develop the said land on the terms and conditions as mentioned hereinunder which the Developer has agreed.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE - I : DEFINITIONS

In these presents unless contrary or inconsistent or repugnant thereto the following expressions shall have the following meanings:

1. **ARTICHECT** shall mean any person or persons who may be appointed by the Developer for designing and planning of the said new building or buildings.

2. **COMMON FACILITIES AND AMENITIES** shall mean and include corridors, hallways, staircases, lift, passage ways, common lavatory, pump, lighting for common spaces provided by the Developer, pump room, tubewell, overhead water tank, water pump and motor and other facilities as shall be provided by the Developer.
3. **DEVELOPER** shall mean the said Banaj Developers Private Limited, a Company registered under the Companies Act, 1956, having its registered office at 4B-Castle House, 5/1A, Hungerford Street, 3rd floor, Post Office – Circus Avenue, Police Station – Shakespeare Sarani, Kolkata - 700 017, and the term also includes its successors-in-business/interest, administrators, partners, assigns and nominees.
4. **DEVELOPER'S ALLOCATION** shall mean all saleable space together with the share in the car parking space/garage together with the share in the common parts and facilities together with share in the roof other than the Owners' Allocation together with the proportionate share in the land comprised in the said property and attributable to the Developer's Allocation and together with share in the open space other than the Owners' Allocation.
5. **GREATER PLOT** shall mean the total land area measuring about in Schedule "A" hereunder written.
6. **LAND / SAID LAND** shall mean the undivided and undemarcated one half share in land measuring about 19 decimals as described in the Schedule 'B' hereunder written.

7. **MASCULINE** gender shall include the feminine and neuter genders and **FEMININE** gender shall include the masculine and neuter genders and vice-versa and **NEUTER** gender shall include the masculine and feminine genders.
8. **NEW BUILDING/BUILDINGS** shall mean and include the building or buildings to be constructed or erected by the Developer at the said land as per plan or plans to be sanctioned by the Rajpur-Sonarpur Municipality and/or any other competent authority or authorities concerned.
9. **OWNERS** shall mean the said **ABDUL KHALEK MONDAL, BADRA ALAM MONDAL, REHANA BIBI, NAJIR HOSSAIN MOLLICK, NASIR SARDAR, ABUL KALAM HALDER, AND AYUB HALDER.**
10. **OWNERS' ALLOCATION** shall mean 1500 sq. Ft of saleable area in total including parking space/garage together with the proportionate share in the common parts and facilities together with proportionate share in the roof other than the developers' Allocation together with the proportionate share in the land comprised in the said property and attributable to the Developer's Allocation and together with share in the open space other than the Developers' Allocation,
11. **PLAN** shall mean the plan to be sanctioned by the Rajpur-Sonarpur Municipality and/or any other competent authority or authorities concerned in the name of the Owners including any modification and/or revision and/or attachments thereof.
12. **SALEABLE SPACE** shall mean the constructed space in the new building or buildings available for independent common use and occupation including the car parking spaces after making due provisions for the space required for common facilities and amenities.

13. **SINGULAR** number shall include the plural number and vice-versa.
14. **SPECIFICATION** shall mean the specifications required for the purpose of construction of the said new building/buildings more fully and particularly mentioned in the **Schedule 'C'** hereunder written.
15. **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storied building to the purchasers and/or the transferees thereof.

ARTICLE - II : COMMENCEMENT AND DURATION

1. This Agreement shall be deemed to have commenced on and with effect from the date of execution hereof and shall, save as otherwise provided, remain in force until the respective obligations of the parties are discharged or is terminated in the manner hereinafter provided.

ARTICLE - III : OWNERS' REPRESENTATION

1. The said land is free from all encumbrances, charges, liens, dispendens, and attachments whatsoever and howsoever.
2. All expenses towards government rates, taxes and outgoings relating to the Owners' share in the said land prior to the date of commencement of the development work have been and/or shall be the responsibility and on account of the Owners and have been and/or shall be paid and discharged by the Owners and in the event the Developer pays and/or meets any such expense or expenses then the same shall be reimbursed by the Owners

within 30 days from the date of demand being made by the Developer in this behalf and failure to make such reimbursement by the Owners shall entitle the Developer to charge interest at the rate of 24% per annum on such unpaid amount of reimbursement and to hold and/or retain and sell such area out of the Owners' Allocation (not being the car parking space) as would be equivalent to such sum of reimbursement alongwith interest taking the price of the area at the rate of the opening booking of the area in the newly constructed building or buildings.

3. Any payment as shall be payable by the Owners under this Agreement or otherwise shall be paid and meted out by the Owners and if any such payment or payments is made by the Developer, the same shall be on account of the Owners and shall be reimbursed by the Owners within 30 days from the date of demand being made by the Developer in this behalf and failure to make such reimbursement by the Owners shall entitle the Developer to charge interest at the rate of 24% per annum on such unpaid amount of reimbursement and to hold and/or retain and sell such area of the Saleable Space (the constructed space only with proportionate share in the common portions and the land underneath not being the car parking space) out of the Owners' Allocation as would be equivalent to such sum of reimbursement alongwith interest taking the price of the area at the rate of the opening booking of the area in the newly constructed building or buildings. The said amount together with interest as mentioned hereinbefore shall always be first charge on the Owners allocation and for such purpose appoint the Constituted Attorney of the Owners by virtue of these present.
4. It is made clear that the Developer is entering into this agreement based on the representations and warranties and assurances of the Owners and the Developer hereby reserves the right to terminate and/or cancel and/or rescind this agreement if the said land is found to be encumbered in any manner

whatsoever. In that event the provisions of Article (XI) hereunder shall apply mutatis mutandis with such variations and modifications as would be required.

5. During subsistence of this Agreement the Owners assure that they shall not approach and/or offer and/or appoint any person and/or organisation and/or any Firm, Institution, Company and/or Association of Persons to develop the said land or any part thereof nor shall they transfer and/or alienate the said land and/or their share in the said land or any part thereof to any person and/or organisation and/or any Firm, Institution, Company and/or Association of Persons whether by way of sale, lease, mortgage, gift, exchange or otherwise other than the Developer herein and/or its nominee or nominees and the Owners shall not create any encumbrance and/or third party interest in the said land and/or any part thereof in any manner whatsoever.

ARTICLE - IV : DEVELOPER'S RIGHTS

1. The Owners hereby grant, subject to what has been hereunder provided, exclusive right to the Developer to build upon the said land the new building or buildings thereon solely at its own costs and expenses in accordance with the plan to be sanctioned by the Rajpur-Sonarpur Municipality and/or any other competent authority or authorities concerned with or without any amendment and/or modifications thereon made or caused to be made by the Developer hereto.
2. All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanctions from the appropriate authorities shall be prepared and submitted by the Developer at its own cost and expenses on behalf of and in the name of the Owners and the Developer shall pay and bear all fees including Architect's fees, charges and expenses required to be paid or deposited for exploitation of the said land

PROVIDED, HOWEVER, the Developer shall be exclusively entitled to refunds of any or all payments and/or deposits made by the Developer in this behalf.

3. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said land or any part thereof to the Developer or as creating any right, title or interest in respect thereof of the Developer, unless be mentioned, other than an exclusive licence to the Developer to commercially exploit the same in terms hereof and to deal with the Developer's allocation in the new building or buildings in the manner hereinafter stated.
4. The Developer may assign its rights and obligations under this agreement to any other person or persons and/or company or companies and/or institution or organisations and the Developer shall also have the right and authority to take any other person or persons and/or company or companies and/or institution or organisations with it as its associate or associates, in any manner whatsoever, for the purpose of carrying on its rights and fulfilling its obligations under this agreement and for that purpose the Owners give their full consent to the Developer.
5. The Developer shall be entitled to borrow money and/or avail of loans from any Bank or Banks and/or financial institutions and/or private money lending agencies and/or may take partners or associates as would be deemed fit and proper by the Developer for developing and/or carrying out the construction at the said lands, whether as project loan or development loan or otherwise, without creating any financial liability on the Owners or affecting their interest in the developed area and it is being expressly understood that in no event the Owners shall be made responsible for payment of any dues of such Bank or Banks and/or Financial Institution or Institutions and/or Private Money

Lending Agencies and for that purpose the Developer shall keep the Owners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

6. The Developer may assign its rights and liabilities under this agreement to any one at its discretion and the Owners hereby consent to any such assignment.

ARTICLE - V : CONSIDERATION

5.1 In consideration of the Owners having agreed to permit the Developer to commercially exploit the said land provided by the Owners and for that purpose and to construct, erect and build a new building or buildings in connection with the plan to be sanctioned by the Rajpur-Sonarpur Municipality and/or any other competent authority or authorities concerned the Developer shall:

- (a) make payment of all sanction fees and other amount for having the plan sanctioned by the appropriate authorities;
- (b) obtain all approvals, sanctions, consents and permissions in the names of the Owners as may be required for the purpose of sanctioning of the plan and/or for the purpose of construction of new building or buildings on the said land or for the development of the same;
- (c) incur all costs, charges and expenses for the construction, erection and completion of the new building or buildings on the said land;
- (d) allocate to the Owners the Owners' allocation as provided herein;

- (e) be entitled to and shall have the Developer's allocation as provided herein;
- (f) pay the Owners a sum of Rs. 11,000/- (Rupees eleven thousand only) as premium in the manner below:

On or after sanction of the building plans of the project.

- 5.2 After completion of the new building or buildings, the Developer shall have charge and/or lien over an area not more than 1500 (fifteen hundred) sq. ft. of the Saleable Space out of the Owners' Allocation as security against the amount to be invested by the Developer under this Agreement and the Owners and each of them shall, as and when called upon by the Developer, make, sign and execute necessary documents as to creation of such charge. Such charge and/or lien shall be valid and remain in force and shall not be discharged in full until all documents, papers, forms, agreements and deeds as would be required by the Developer to be signed and executed by and in the name of the Owners in respect of the saleable space of the Developer's allocation are made or done by the Owners to the satisfaction of the Developer.

ARTICLE – VI : PROCEDURE

1. The Owners shall render all assistance to the Developer for initiating and carrying out and causing completion of all the works for conversion of the character or nature of user of the said land and for this purpose, as and when required and/or asked for by the Developer, the Owners shall sign, make and execute all such forms, papers, applications, undertakings and/or documents as would be required and/or asked for by the Developer from time to time and further the Owners shall also execute a registered power of attorney to the

Developer and/or its nominee or nominees as and when required by the Developer for this purpose. Such Power of Attorney shall not be revoked / cancelled during the validity of this Agreement. Further in case of any unforeseen circumstances such as demise of any of the Owners or any other reason and upon being requested by the Developer, the Owners or any person deriving title through the Owners shall execute fresh Power of Attorney in terms of this present and on the same terms as the Power of Attorney being executed simultaneously with the execution of these present.

2. It is hereby clarified that the said land is an undivided part or portion of the Greater Plot whose co-Owners mentioned herein and are the following persons and/or organisations:
 - (i) DAFFODIL TOWER PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 4B, Castle House, 3rd Floor, 5/1, Hungerford Street, Kolkata – 700 017;
 - (ii) PANCHSREE REALTORS PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 4B, Castle House, 3rd Floor, 5/1, Hungerford Street, Kolkata – 700 017;
 - (iii) SIDHIMANGAL COMPLEX PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 4B, Castle House, 3rd Floor, 5/1, Hungerford Street, Kolkata – 700 017;
 - (iv) PREMKUNJ ENCLAVE PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 4B, Castle House, 3rd Floor, 5/1, Hungerford Street, Kolkata – 700 017;

- (v) SANKATSATHI PROPERTIES PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 4B, Castle House, 3rd Floor, 5/1, Hungerford Street, Kolkata – 700 017;
- (vi) SHIV PARIWAR REAL ESTATE PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 4B, Castle House, 3rd Floor, 5/1, Hungerford Street, Kolkata – 700 017;
- (vii) BRIGHTFUL RESIDENCY PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 4B, Castle House, 3rd Floor, 5/1, Hungerford Street, Kolkata – 700 017.
3. The Owners hereby give unconditional authority, power and permission to the Developer to develop the said land together with the part of the said land and/or also together with the rest undivided part or portion of the Greater Plot, if the Developer intends to do so, and in such event the said land and the rest portion of the Greater Plot or any part or portion of it may be developed by the Developer as a whole and, if required, the Developer may cause amalgamation of the said land with rest portion of the Greater Plot or any part of it and may enter into agreement or agreements with the other owners or any of them of the rest portion of the Greater Plot and/or with other Co owners on such terms and conditions as the Developer thinks fit and proper and the Owners herein ratify the same and/or assure the Developer to ratify the same without any protest or objection and, if called upon by the Developer, shall make, sign and execute all or any documents, papers, forms and deeds including the plan to be submitted to the Sonarpur-Rajpur Municipality and/or any other authority or authorities concerned for sanction that may be required for the purpose of developing the said land and the rest portion of the Greater

Plot, whether as a whole or separately, and in that event and always the claim and/or the rights of the Owners under these presents shall be restricted to their share in the said land only and not otherwise, whether as a whole or in proportion, as the case may be.

4. The Owners shall grant to the Developer and/or its nominee or nominees a General Power of Attorney as may be required for the purpose of obtaining necessary permissions and sanctions from different authorities in connection with the construction of the new building or buildings including sanction of plan for the new building or buildings in the name of the Owners and also for pursuing and following up the matter with the Rajpur-Sonarpur Municipality and/or any other competent authority or authorities concerned and for booking of saleable area/space out of Developer's Allocation and that part of the Owners' Allocation as specified in this Agreement or as shall be indicated by the Owners from time to time.
5. The Owners shall, as and when required and asked for by the Developer, sign, execute, do, perform, make all such documents and papers required for obtaining necessary permissions from the authority or authorities concerned including application for sanction plan and for doing all jobs in connection with the Development work at the said land from time to time.
6. Save as otherwise provided in this Agreement, the Developer shall bear and pay all the government taxes and other taxes related to the share of the Owners in the said land immediately from the date of signing of this Agreement till the date of handing over the Owners' Allocation to the Owners after completion of the said new building or buildings. The Owners shall bear and pay all the taxes and outgoings related to the Owners' Allocation from the date of taking over possession of Owners' Allocation in terms of Clause (9.2) hereinafter contained.

ARTICLE – VII : SPACE ALLOCATION

- 7.1 After sanction of the said plan by the Rajpur-Sonarpur Municipality and/or any other competent authority or authorities concerned the Owners and the Developer shall mutually divide the space allocated to each other and it has been agreed that the said space allocation shall be made equitably and reasonably on pro-rata basis on each and every floor of the said proposed new building or buildings. Any shortfall in the Owners' Allocation shall be meted out by the Developer after completion of the building or buildings at the said land in terms of money payable at the rate on which the booking of the units/flats in the said proposed building or buildings shall be opened at the time of sanction of building plan by Rajpur –Sonarpur Municipality.
- 7.2. Upon allotment of the spaces by the Developer to the Owners in terms mentioned herein above, the Developer shall raise invoices for GST, chargeable on the Owners' share/allotment on the prevailing rates and the Owners shall reimburse the same to the Developer.
- 7.3. In the event the Owners failing to pay their respective rates and taxes until their allotment is separately assessed and always for the common portions, any liability including any fine, penalty and likewise as may be levied by the authorities concerned as also all expenses that may be incurred by the Developer regarding the same, it shall be entirely borne and reimbursed by the Owners.
- 7.4 The OWNERS being entitled to free of cost of construction to their allocation as aforesaid shall be entitled to transfer the same in any manner whatsoever subject, however, to the provisions contained herein.

- 7.5 The DEVELOPER being entitled to its allocation as aforesaid shall be entitled to enter into agreement for sale and/or transfer in respect of the Developer's Allocation in any manner whatsoever for which no further consent of the Owners shall be required and it is being expressly agreed and understood that if at any time the Developer requires the consent of the Owners, the Owners shall be bound to sign and execute such agreements, deeds, indentures, papers and documents as may be necessary or be required.
- 7.6 In so far necessary, all dealings and/or transfer by the Developer in respect of the saleable space and proportionate, undivided, non-divisible land comprised in the said new building or buildings as proportionate to the saleable area/space of the Developer's Allocation shall be in the name of the Owners for which purpose the Owners undertake to execute a General Power of Attorney in favour of the Developer and/or its nominee or nominees in the form and manner reasonably required by the Developer from time to time and shall also sign such Deeds, documents, instruments, papers, etc. as would be required by the Developer from time to time to effect any such dealings and/or transfer.
- 7.7 After the Owners' Allocation is ready and being called upon by the Developer to do so the Owners shall, wherever required and called upon by the Developer, execute the deed or deeds of conveyance in respect of the Developer's Allocation along with the land attributable to the Developer's Allocation or any part thereof in favour of the Developer and/or its nominee or nominees provided that in case the Owners do not complete and/or execute such deed or deeds of conveyance within reasonable time according to the Developer then the Owners and/or any of them shall not complete and/or execute any deed of conveyance in favour of their own nominee or nominees in respect of the Owners' Allocation or any part thereof until all the deeds of conveyance required by the Developer are executed and/or completed by the Owners.

7.8 It is hereby expressly agreed and declared that the Developer shall remain fully responsible in respect of the agreements for sale to be entered into with the various purchasers in respect of the Developer's Allocation and/or such part or portion of the Owners' Allocation as the Owners direct and in no event the Owners shall be liable or responsible for any liability or refund whatsoever or howsoever unless the same is a resultant of any act of the Owners and the Developer agrees to indemnify and keep the Owners indemnified against all actions, suits and proceedings, costs, charges and expenses in respect thereof and this provision shall apply vice versa.

7.9 The Owners shall bear and pay the taxes, rates, charges and outgoings for the portions allotted to them after receiving possession of such portion/portions from the Developer and the Developer shall bear and pay all taxes, rates, charges and outgoings related to the portions allotted to it as Developer's Allocation.

ARTICLE - VIII : BUILDING

1. The Developer shall at its own costs construct, erect and complete the New Building or Buildings at the said land in accordance with the sanctioned plan as per the specification described in the Schedule 'C' hereunder written with first class materials and workmanship and the said New Building or Buildings shall be completed unless the Developer is prevented by the circumstances beyond its control within (60) months from the date of receiving the sanctioned plan. The preparation and submission of plan for sanction shall be done by the Developer only after completion of the process of mutation and handing over possession of the said land to the Developer by the Owners or within such time as may be extended from time to time.

2. Subject as aforesaid the decision of the Developer regarding the quality of the materials shall be final and binding upon the parties herein and the said New Building or Buildings will be constructed, erected and completed in accordance with the specifications, details whereof are mentioned in the Schedule 'D' hereunder written.
3. The Developer may, if it thinks fit and proper, install and erect in the said new Building or Buildings at its own costs lifts, generators of sufficient capacity as may be required for the purpose of running water pump, lift, lighting common spaces/staircases, tube well, water tanks of sufficient capacity, overhead/underground reservoir, electrification, present electric connection from the WBSEDCL and until the permanent connection is obtained, a temporary electric connection, subject to payment by the respective users on proportionate basis, shall be provided and other facilities as are required to be provided in a residential and/or multi-storied building in the State of West Bengal having self-contained apartments and constructed for sale of flats therein/spaces on ownership basis and as mutually agreed and also a common lavatory/bathroom on the ground floor for use by the staffs.
4. The Developer shall at its own cost be authorised in the name of the Owners in so far as is necessary to apply for temporary connection of electricity to the New Building or Buildings and other inputs and facilities required for the construction or for the better enjoyment of the building or buildings for which purpose the Owners shall execute in favour of the Developer or its nominee or nominees a Power of Attorney and other documents of authority as shall be required by the Developer from time to time.
5. The Developer and/or its transferee/transferees shall be entitled to have permanent electricity connection or connections and the transformer required thereof in the said new building or buildings in its own name and/or in the

name of its transferee/transferees, as the case may be, after completion of construction of such building or buildings and the Owners hereby give their consent to such obtainment of permanent electricity by the Developer and/or its transferee/transferees and the Owners hereby agree and confirm that they shall sign and execute all such papers and documents as would be required by the Developer and/or its transferee or transferees from time to time for the purposes mentioned in this clause.

6. The Developer shall, at its own costs and expenses, construct and complete the new building or buildings and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer.
7. The Developer shall have the exclusive right to appoint architect, builder and/or any other person or persons and/or organization or organizations, whether technical or otherwise, for the purpose of construction and/or development in the said land and the Owners shall have no say in these matters and the decision of the Developer shall be final and binding upon the Owners.
8. All costs, charges and expenses including Architect's fees shall be discharged by the Developer.
9. GST liability, if any, and/or any other tax liability irrespective of any period after execution of this Agreement, shall be borne by the Owners and the Developer in proportion to their respective allocations.
10. The Owners shall not cause any obstruction or interference in the Developer continuing with the construction, erection and completion of the said new building or buildings.

11. The Developer shall, unless prevented by circumstances beyond its control, complete the building or buildings within a minimum period of 60 (sixty) months from the date of obtainment of the sanctioned plan or within such extended time as may be agreed upon between the parties herein unless the Developer is restrained by any unforeseen circumstances or by any act or incident beyond control of the Developer in which case the aforesaid time period of 60 (sixty) months shall be extended by the parties herein to such reasonable period as would be required for the purpose.

ARTICLE – IX : COMMON FACILITIES

1. The Developer shall pay all rates and taxes including service charges, if any, in respect of the said land accruing due as and from the date of handing over vacant possession of the said land by the Owners and the Owners shall, within 30 days from the date of demand being made by the Developer, reimburse the Developer to the extent of their share of such rates and taxes including service charges.
2. As soon as the new building or buildings is or are completed including all fittings, and permanent supply of electricity and water, the Developer shall give written notice to the Owners requiring the Owners to take possession of the Owners' Allocation in the said new building or buildings and after 30 (thirty) days from the date of service of such notice and at all times thereafter, in the event actual physical possession is not taken by the Owners within the said period of 30 days, it shall be deemed that the actual physical possession has been taken by the Owners and thereafter the Owners shall be exclusively responsible for all affairs relating to the Owners' Allocation including payment of all taxes, rates, duties, dues and other public outgoings, impositions whatsoever in respect of the Owners' Allocation and the Developer and/or its

nominee or nominees shall pay taxes, rates, dues and other public outgoings or impositions whatsoever and shall be responsible for all matters relating to income-tax, or other taxes due and/or payable in relation to Developer's Allocation only in proportion to the area allocated to the Developer as Developer's Allocation, hereinafter referred to as the "said rates", payable respectively in respect of the Owners' and Developer's Allocation. The said rates to be apportioned pro-rata with reference to the saleable space in the said new building or buildings, if they are levied on the building or buildings as a whole.

3. If there remains any sum to be paid or reimbursed or satisfied by the Owners, whether to any authority or to the Developer, under this Agreement or otherwise, then notwithstanding anything contained elsewhere in this agreement, the Owners shall not be eligible or entitled to take actual physical possession of their allocation or any part thereof until such sum is paid or reimbursed by the Owners to the satisfaction of the Developer and save what has been entailed in this Clause the other terms of the immediately preceding Clause shall apply mutatis mutandis including the deeming term for physical possession by the Owners of their allocation.
4. The Owners and the Developer shall punctually and regularly pay for their respective allocation the said rates and taxes to the concerned authorities and both the parties shall keep each other indemnified against all actions, claims, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly suffered or paid by either of them, as the case may be, consequential upon default by the Owners or the Developer in this behalf.
5. As from the date of service of notice of possession, the Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the service charges for the common facilities in the new building or

buildings payable in respect of the Owners' Allocation. Said charges shall include proportionate share of premises (land with the new building or buildings to be constructed thereon) for the insurance of the building or buildings, water, fire and scavenging charges and taxes, light, sanitation and lift, maintenance, repair and renewal charges for bill collection and maintenance of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building or buildings and of all common wiring pipes, electrical and mechanical equipment, switch gear, transformer, generators, pump motors and other electrical and mechanical installations, appliances and equipments, stairways, corridors, halls, passage ways, lifts, lift-shafts, garden, park-ways and other common facilities whatsoever as may be mutually agreed from time to time.

6. Any transfer of any part of the Owners' Allocation in the said new building or buildings shall be subject to the other provisions hereof and the Owners shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges for the common facilities for which the Developer shall also bear for its allocation in the said new building or buildings.
7. The intending purchaser or purchasers of the unit or units in the said new building or buildings may avail of loans against the unit to be purchased by him/her/it with the prior approval of the Developer.
8. The Owners shall not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the said new building and shall keep the Developer indemnified thereof.

ARTICLE - X : COMMON RESTRICTIONS

10.1 The Owners' and the Developer's Allocation in the said new building or buildings shall be subject to the same restrictions on transfer and use in the new building or buildings intended for the common benefits of all occupiers of the new building which shall include the following:

- (i) Neither party shall use or permit to use the said new building or buildings or any portion thereof for carrying on any obnoxious, illegal and/or immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazards to the other occupiers of the new building or buildings.
- (ii) The Owners shall not demolish or permit demolition of any wall or other structure in their respective allocation or any other portion thereof or make any structural alteration therein without prior written consent of the Developer in this behalf.
- (iii) The Owners shall transfer or permit to transfer or enter into any agreement for transfer or any instrument of transfer of their allocation or any part of it only after:
 - (a) Notice to take possession of the Owners' Allocation is served upon the Owners by the Developer, provided that the Owners may enter into agreement for sale before issuance of Notice to take possession; and
 - (b) The Owners have paid and/or reimbursed and/or satisfied all sums as payable by the Owners to any authority and/or the Developer in terms of this Agreement; and;

- (c) The Owners have observed and performed all terms and conditions on their respective parts to be observed and/or performed by them under these presents;
- (d) The proposed transferee of the Owners gives a written understanding to be bound by the terms and conditions of this Agreement and/or any amendment made thereto; and
- (e) The Owners obtain 'No Objection' in writing from the Developer before and for each transfer to be effected and/or executed by the Owners out of their allocation provided that the Developer may withhold such 'No Objection' for any dues realisable from the Owners or any of them until such dues are paid by the Owners to the Developer.
- (iv) No transfer by the Owners of their allocation shall be below the rate at which units/saleable space will be transferred by the Developer and in the event this clause is violated by the Owners then the Owners shall pay to the Developer damages at the rate of the difference on the Developer's share by which such transfer is effected by the Owners.
- (v) Both parties shall abide by all laws, bye-laws, rules and regulations of the Government, local authorities, etc., as the case may be, and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.
- (vi) The respective allottees shall keep the interior and outer walls, sewerage drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling, etc. in each of their respective allocation in the new building or buildings in good working condition

and repair and in particular so as not to cause any damage to the new building or buildings or any other space or accommodation therein and shall keep other of them and/or the other occupiers of the building or buildings indemnified from and against the consequences of any breach.

(vii) The parties herein shall not do or cause or permit to be done any act or thing which may render void and voidable any insurance of the new building or any portion thereof and shall keep the Owners, Developer and other occupiers of the said building or buildings harmless and indemnified from and against the consequences of any breach.

(viii) No goods or other items shall be kept by the Owners or other occupiers for display or otherwise in the corridors or other place of common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the said new building or buildings and in case any such hindrance is caused the Developer shall be entitled to remove the same at the risk and cost of the Owners or other occupiers, as the case may be.

(ix) Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new building buildings or in the compounds, corridors or any other portion or portions of the new building or buildings.

(x) The Owners shall permit the Developer or the Society and/or its servants and agents with or without workmen and others at all reasonable times with the authority letter from the Developer to enter into land upon the Owner's Allocation and every part thereof for the

ARTICLE - XIV : MISCELLANEOUS

1. It is understood that from time to time to facilitate the construction of the new building or buildings by the Developer 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 applications and other documents may be required to be signed or made by the Owners for which specified provisions may not have been made herein and the Owners hereby undertake to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owners shall execute and sign any such additional Power(s) of Attorney and/or authorisation as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and documents as the case may be PROVIDED THAT all such acts, deeds, matters and things do not in any way infringe the rights of the Developer and/or go against the spirit of the Agreement.
2. Any notice required to be given by the Developer shall, without prejudice to any other mode of service available, be deemed to have been served on the Owners or any of them if delivered by hand and duly acknowledged by the Owners or any of them or sent by registered post / speed post with acknowledgement due card to the addresses of the Owners or any of them as recorded in this Agreement or as will be intimated to the Developer by the Owners from time to time and this provision shall apply vice versa.
3. That any notice required to be served hereunder shall be deemed to have been sufficiently served on the 3rd day of the date on which the same with the Addresses of the Owners is delivered to the postal authorities for transaction under Registered Post/Speed Post with acknowledgement due card unless it is proved that the same has not been received.

4. The Developer shall have the power and authority to frame a scheme for the management and maintenance of the said building or buildings and/or common parts thereof. The Owners, Developer and other occupiers shall abide by all the rules and regulations of such management Society/Association/Holding Organization and hereby give their consent to abide by the same.

5. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said land or any part thereof to the Developer or as creating any right, title or interest in respect thereof in the Developer other than an exclusive licence to the Developer to commercially exploit the same in terms hereof PROVIDED HOWEVER the Developer shall be entitled to borrow money from any Bank or banks without creating any financial liability on the Co-Owner or affecting its interest in the said land and it being expressly agreed and understood that in no event the Owners shall be responsible and/or be made liable for payment of any dues of such Bank or Banks and for that purpose the Developer shall keep the Owners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

6. The Owners have simultaneously, with the execution of these presents, handed over possession of the said land to the Developer for fulfillment of the purposes of this Agreement.

7. Any relaxation and/or extension afforded to the Owners and/or any of them by the Developer in discharge of any of the obligations and/or performance of any of the duties by the Owners and/or any of them and/or acceptance by the Developer any non-performance by the Owners and/or any of them under this Agreement shall not operate as a precedent for the Owners and/or a waiver by the Developer.

8. It is further agreed between the parties herein that all local hazards and/or disputes shall be looked after and meted out by the Owners at the cost of the Owners and if for any reason of failure on the part of the Owners meet up and resist any local hazard or dispute the development is stopped, whether permanently or temporarily, and/or the Developer sustains any damage and/or loss, then the Owners shall be liable to indemnify such damage or loss to the Developer and for this purpose the provision of the immediately preceding clause shall apply with such variation as would be required for the purpose.
9. Reference to the said land under this agreement, wherever requires, shall always mean the extent of right, title and interest of the Owners in the said land.

ARTICLE – XV : FORCE MAJEURE

1. The parties hereto shall not be considered to be liable or under any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.
2. Force Majeure shall mean acts or intervention of Government Agencies, Acts of God, injunction and/or restraint orders passed by Courts of Law, fire, flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lock-out, enactments and/or any other act or omission beyond the control of the parties hereto.

ARTICLE – XVI : DOCUMENTATION

- 16.1 All the agreements and deeds for sale and/or transfer of the Owners' as well as Developers' allocations and all legal matters in connection with the said

lands and the said new building or buildings shall be finalised by the advocate to be appointed by the Developer with the intent and object that the parties would like to have a uniform agreement for sale and transfer of their respective allocations in the said new building or buildings.

ARTICLE – XVII : ARBITRATION

17.1 In the event of any dispute or difference between the parties touching or arising out of or concerning this Agreement the parties shall put their efforts to resolve the same amicably and if even then the disputes and/or differences are not settled and/or resolved the same shall be referred to arbitration of a sole Arbitrator and the arbitration proceeding shall be guided by the provisions of the Arbitration and Conciliation Act, 1996, or any amendment made thereto. The arbitrator so appointed shall pass his decision in the matter as expeditiously as possible and such decision shall be final and binding upon the parties.

It is, however, made clear that while conducting the arbitration the arbitrator shall not be bound strictly to follow the provisions of the Evidence Act and/or the provisions of the Code of Civil Procedure, 1908, and the Arbitrator shall have the power to dispose of the arbitration proceeding in summary procedure. The seat of Arbitration shall be at Kolkata.

17.2 The venue of Arbitration shall be Kolkata only.

ARTICLE – XVIII : JURISDICTION

18.1 The Courts in Calcutta only and no other Courts shall have the exclusive jurisdiction to try, determine and adjudicate the matters between the parties arising out of this Agreement.

lands and the said new building or buildings shall be finalised by the advocate to be appointed by the Developer with the intent and object that the parties would like to have a uniform agreement for sale and transfer of their respective allocations in the said new building or buildings.

ARTICLE – XVII : ARBITRATION

- 17.1 In the event of any dispute or difference between the parties touching or arising out of or concerning this Agreement the parties shall put their efforts to resolve the same amicably and if even then the disputes and/or differences are not settled and/or resolved the same shall be referred to arbitration of a sole Arbitrator and the arbitration proceeding shall be guided by the provisions of the Arbitration and Conciliation Act, 1996, or any amendment made thereto. The arbitrator so appointed shall pass his decision in the matter as expeditiously as possible and such decision shall be final and binding upon the parties.

It is, however, made clear that while conducting the arbitration the arbitrator shall not be bound strictly to follow the provisions of the Evidence Act and/or the provisions of the Code of Civil Procedure, 1908, and the Arbitrator shall have the power to dispose of the arbitration proceeding in summary procedure. The seat of Arbitration shall be at Kolkata.

- 17.2 The venue of Arbitration shall be Kolkata only.

ARTICLE – XVIII : JURISDICTION

- 18.1 The Courts in Calcutta only and no other Courts shall have the exclusive jurisdiction to try, determine and adjudicate the matters between the parties arising out of this Agreement.

SCHEDULE 'A' ABOVE REFERRED TO:

(Greater Plot)

ALL THAT piece and parcel of land measuring and containing 19 Decimals of Danga land a bit more or less lying and situated at L.R.Dag No.2446, L.R.Khatian Nos.462 and 365 corresponding to R.S.Dag No.2283/2518, R.S.Khatian No.1325, Mouza- Kusumba, J.L. No. 50, Touji No. 255, Additional District Sub Registrar, Sonarpur, District- South 24 Parganas, under Rajpur Sonarpur Municipality, as detailed below

Name.	L.R. Dag No	R.S. Dag No.	L.R. Khatian No.	R.S. Khatian No	Quantum
Yusuf Ali Halder	2446	2283/2518	365	1325	6.00 decimal
Ershad Ali Halder.	2446	2283/2518	462	1325	6.00 decimal
Mohammed Ali Halder	2446	2283/2518	462	1325	7.00 decimal

On the South - R.S. Dag No. 2333
 On the West - R.S. Dag No. 2283/2518 (Part)
 On the North - R.S. Dag No. 2283/2518 (Part)
 On the East - R.S. Dag No. 2332

SCHEDULE 'B' ABOVE REFERRED TO:

(Proposed shared Land)

ALL THAT the piece and parcel of land measuring and $\frac{1}{2}$ of the share containing 9.5 Decimals out of the total area of 19 Decimals (mentioned in Scheduled "A")

of Danga land a bit more or less lying and situated at L.R.Dag No.2446, L.R.Khatian Nos.462 and 365 corresponding to R.S.Dag No.2283/2518, R.S.Khatian No.1325, Mouza- Kusumba, J.L. No. 50, Touji No. 255, Additional District Sub Registrar, Sonarpur, District- South 24 Parganas, under Rajpur Sonarpur Municipality, on Kusumba Road Nearest,

SCHEDULE 'C' ABOVE REFERRED TO:

(Specification of the Building)

1. GENERAL : R.C.C. framed structure building as per the design of the Architect.
2. OUTSIDE WALL : 8" thick, all inside partition walls 5 1/3" thick.
3. FLOORING : All Rooms, Verandah shall be laid with vitrified Tiles with skirting of 4" height.
4. TOILETS: The floors will be with Anti skid Ceramic Tiles. Inside wall of the toilet up to 6' will be covered with glazed tiles.
5. KITCHEN : Inside wall upto 2'-0" height from the top of the Cooking table shall be covered with glazed tiles; one stainless steel sink with Bib-cock will be provided in the kitchen.
6. DOOR : Doors will be of flush doors with wooden frame.

7. WINDOW :

window will be sliding shutter of aluminum.

8. WATER LINE

All water line will be concealed of standard dimension will be provided in water connection.

9. ELECTRIC

All electric line will be concealed.. One 15 Amp. Plug point will be provided at the Dining/Living space, TV Antenna Cable.

10. FINISHING

Outside finish by paints of recognized company.
Inside wall will be finished by plaster of paris.

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

SIGNED AND DELIVERED

By the PARTIES above named at
Kolkata in the presence of the
following WITNESSES:

1. *Harith Hinnig*
Boyer Palle
Pishur Dist. Hooghly
712248
2. *Balika Chaudhary*
H.C. Sarani
Sonarpara
Kolkata - 700150

1. *Abdul Wahid Mulla*
2. *Bader Alam Mondol*
3. *Rehana Bibi*
4. *Najim Hossain Mollik*
5. *Nasir Sardar*
6. *Abul Kalam Hala*
7. *Aziz Hossain*

SIGNATURE OF THE OWNERS

For BANAJ DEVELOPERS PRIVATE LIMITED

C.S. Kattappa

Director

SIGNATURE WITH SEAL OF THE DEVELOPER

Drafted By

Avinandan Das

Advocate

High Court, Calcutta

P/144/2012