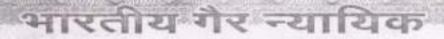
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Addl. District Soft Care City.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this Two Thousand and Sixteen (2016).

BETWEEN

364 02-8-16 200/- D. HOM CHOWN

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বিধান নগাৰ (সম্ভালেক সিটি) এ. বি. এল হাল গ্ৰ

টোলান নং......মেট কত টাকা খবিদ টোলানী বানাকপুৰ ভেডাৰ-মিতা দত্ত

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Addi. District Sub-Registrar Bidisannagar, (Salt Lake City)

V & nou 2016



Estimated Mondal, son of Sadhan Mondal, by faith - Hindu, by occupation -Business, estimated at Mahisbathan, P. O. Krishnapur, P. S. Electronic Complex, Kolkata - 700 102, Dest. North 24-Parganas, hereinafter referred to and called as the "OWNER", (which term or expression shall unless excluded by or repugnant to the context be deemed to include his executors, administrators, legal representatives and assigns) of the ONE PART.

AND

M.S. SUN CONSTRUCTION, a Proprietorship Concern, having its Principal Place of business at Merlin Matrix, DN-10, Sector - V, 2nd Floor, P, O. Bidhannagar East, P. S. Electronic Complex, Kolkata - 700 091, Dist. North 24-Parganas, represented by its sole Proprietor - SRI DEBASHIS ROY, son of Sri Sunil Kumar Roy, by faith - Hindu, by occupation - Business, by Nationality- Indian, residing at Vill. Panapukur, P, O. Bhangar, P. S. Kashipur, Dist. South 24-Parganas, Pin - 743 502, hereinafter referred to and called as the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS: -

A] One Golak Chandra Naskar, Tilak Chandra Naskar and RabindraNathNaskar collectively purchased a landed property from one Dhirendra Nath Naskar by virtue of one Deed of Conveyance duly registered before the Sub-Registrar at Cossipore Dum Dum and recorded in Book No. 1, Volume No. 88, pages 127 to 129, Being No. 6037, for the year 1958 and apart from their purchased land mentioned as above, said Golak Chandra Naskar, Tilak Chandra Naskar and Rabindra Nath Naskar collectively also inherited some landed property from their father Late Rajendra Nath Naskar, since deceased.

The said Golak Chandra Naskar, Tilak Chandra Naskar and Rabindra Nath Naskar and Smt. Giribala Dasi the widow of Late Rajendra Nath Naskar entered into a Deed of Amicable Partition in regards to the entire property which they hold jointly and the property they inherited from Rajendra Nath Naskar and the said Deed of Partition was registered before the Sub-Registrar at Cossipore Dum Dum and recorded in Book No. 1, Volume No. 94, pages 21 to 29, Being No. 6039, for the year 1958.

In that circumstances, one of them, Sri Tilak Chandra Naskar became the absolute owner of a portion of the aforesaid property measuring an area of 57 Decimals and while sezed and possessed of the aforesaid property, said Sri Tilak Chandra Naskar sold, conveyed and transferred a portion of the same measuring an area of 7 (seven) Cottahs, ying and situated under Mouza- Mahisbathan, J. L. No. 18, R. S. No, 203, Touzi No. 145, comprised in C. S. Dag No. 366, R. S. Dag No. 373, under C. S. Khatian No. 50, R. S. Khatian No. 48, L. R. Khatian No. 123, within the jurisdiction of Electronic Complex Police Station, within the local limits of Bidhannagar Municipal Corporation, in the District of North 24-Parganas unto and in favour of one Sri Bhaskar Prasad Deb by virtue of one Deed of Conveyance duly registered before the Additional District Sub-Registrar at Bidhannagar (Salt Lake City) and recorded in Book No. 1, Being No. 1216, for the year 1994 against valuable consideration mentioned thereon.

While seized and possessed of the aforesaid property, said Sri Bhaskar Prasad Deb sold, conveyed and transferred the same measuring an area of 7 (seven) Cottahs in favour of Sri KshitishMondal, the Owner herein by virtue of one Deed of Conveyance duly registered before the District Sub-Registrar - II at Barasat and recorded in Book No. 1, CD Volume No. 1, pages 9205 to 9216, Being No. 01200, for the year 2007 against valuable consideration mentioned thereon and subsequently the Owner herein recorded his name in the Records of Rights and is paying Govt. rents and taxes upto date against his name as absolute owner and occupier thereof.

- B] Since then present Owner herein is seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoyed the same peacefully, freely, absolutely and without any interruptions from any corners together with right to sell, convey and transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the Owner shall think fit and proper.
- C] Now the Owner intend to develop the said property, mentioned in the First Schedule hereunder written by raising construction of a multi-storied building and on hearing their such intention, the Developer herein approached them that he is agreed to undertake the aforesaid job, where the Owner hereby accepted his aforesaid proposal under some terms and conditions mentioned hereinafter.
- D] The Owner hereby declare that the said plot of land is free from all encumbrances and the Owner has marketable title thereto.



Developer also verified and satisfied after proper enquiry and searches about the owner over the land proposed to be developed unto the developers satisfaction mentioned land is free from all encumbrances and the owner has undisputed the

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND

AFTICLES - I - DEFINITIONS -

- ARCHITECT shall mean any person or firm appointed or nominated by the Developer as above for the supervision of the construction of the said Multi-storied brick built building. The is duly capable, competent and authorized for doing so.
- SUPER BUILT UP AREA The total measurement of the entire constructed area of the proposed building shall mean super built up area of the building and built up area shall mean 25% less from the super built-up area of the building.
- BUILDING shall mean the said Multi-storied R.C.C. framed structure with brick built building to be constructed on the said land according to the drawing plan and specifications which to be approve and sign by the Owner and which to be sanction by the competent authority and constructed in conformity with the details of construction given to the annexure 'A' hereunder written.
- iv) <u>BUILDING PLAN</u> shall mean drawings, plans and specifications for the construction of the said building which to be sanctioned by the competent authority and shall include any renewal or amendments thereto and/or modification thereof made or caused by the developer after approval and which to be signed by the Owner or any other Government Authority.
- v) <u>COMMON AREAS AND FACILITIES</u> shall mean unless the context otherwise require the items specified in Section 3 (d) of the West Bengal Apartment Ownership Act, 1972 and morefully mentioned in the Schedule 'C' hereunder.

vi) OWNER'S ALLOCATION :

It is agreed by the parties that the owner shall be entitled to get 50% of constructed areas in respect of his property mentioned in the First Schedule hereinafter written comprising residential units, commercial units and car parking spaces, which is to be distributed and/or divided amongst the Parties according to the proportionate share of his (Owner) land in the proposed building in a manner of several numbers of units on several blocks together with the proportionate undivided interest and share in the land along with all



proportionate rights over all common areas and facilities of the building which to be allocated proportionately on each floor.

Further more the owner shall be entitled to get a sum of Rs. 52,00,000/-(Rupees Fifty Two Lac) only as refundable security deposit which to be paid by the Developer to the owner herein in the manner as follows:-

- At the time of execution of this Development Agreement Rs. 30,00,000(Rupees Thirty Lac) .
- At the time of execution of the supplementary agreement for clear identification of the owner's allocation and / or after obtaining the Building Sanction Plan Rs. 22,00,000/-(Rupees Twenty Two Lac).

It is noted here that the Owner shall be liable to return back the aforesaid Security Deposit of Rs. 52,00,000/-(Rupees Fifty Two Lac) only without bearing any interest to the Developer at the time of taking over his allocated portions positively.

Save and except the aforesaid allocation of the Owner, the remaining portion of the proposed building shall belong to the Developer exclusively together with rights to sell, convey and transfer the same to others alongwith the rights to collect the entire consideration for the same from the intending buyers and in that case the Owner shall not be entitled to interfere into such affairs.

it is also agreed by the parties that the Owner hereby permitted to the Developer to take necessary steps for amalgamate his individual portion of the aforesaid property, so that one single plot may comes out and subsequently the Developer shall be able to prepare one single composite Building Plan on the amalgamated property and shall submit the same before the concerned Authority for necessary approval and in that case the Owner shall sign on all the requisite documents as desired by the Developer and the Developer have the absolute liberty to construct some commercial units and also residential units whatsoever will be determined by the concerned Authority and accordingly the areas of the commercial units and residential units shall be diverted unto the parties in proportionate ratio and for clear identification of the individual allocation of the Owner, one Supplementary Development Agreement shall execute by the parties hereto after obtaining the Building Sanctioned Plan.

- TRANSFER with the grammatical variations shall mean transfer by way of sale of the super built up space of the Developer's allocation only excepting The Owner's allocation to be transferred by the Developer for consideration to the intending transferree or transferrees.
- viii) TRANSFEREES shall mean the purchaser to whom any floor space in the said building will be transferred for consideration and shall not include the Owner.
- viii) THE SAID PLOT OF LAND shall mean all the piece or parcel of land particularly mentioned and described in the Schedule 'A' hereunder.

ARTICLE - II: DEVELOPER'S RIGHTS AND LIABILITIES:-

That the Owner shall grant an exclusive right to the Developer to build upon the said plot of land the said building in accordance with the drawings plans and specifications which to be approve by the Owner and to be sanction by the competent authority and in conformity with the said details of construction and to sell the said built up space of the developer allocations only excluding the Owner's allocation to transferee or transferees selected by the Developer and to obtain necessary advance from such transferee at its sole discretion on such terms and conditions as the Developer thinks fit and proper.

PROVIDED ALWAYS specifically that any advance or payment to be obtained by the Developer from the interested purchasers or transferees shall be at its own risk and responsibility and the owner shall not at all be liable or responsible for the same or any portion thereof and the land shall remain always free from all such encumbrances and/or liabilities as aforesaid upto the date of delivering possession of the owner's allocation in the proposed building unto and in favour of the owner.

<u>PROVIDED ALSO</u> that the Developer shall not be entitled to transfer in any manner whatsoever or encumber the Owner's allocation which will be handed over to him in consideration of these presents as provided hereinafter.

- The Owner has already recorded his name in the Records of Rights and converted the same also into bastu so that the Developer shall be able to obtain the Building Sanctioned Plan from the Bidhannagar Municipal Corporation without any troubles.
- 2. All applications and other necessary papers and documents and drawings plans and specifications in connection with the construction of the said building shall be signed by the Owner and submitted by the Developer in all respect. However, the Developer who shall pay, bear all fees charges and expenses required to be paid or deposited to perform any such job or to cause any such job to be performed.



3. The Owner has also agreed that the Developer shall have the right to enter into agreement for selling of built up space and collect money as consideration from the intending purchaser of all the floors or flats excluding the Owner's allocation at its own risk and responsibility and the Owner not being responsible or liable for booking fees or installments of purchase price of flats received by the Developer from the transferee or transferees.

ARTICLE - IV - BUILDING: -

DEVELOPER at its own cost or may with advances received from the intending transferees shall construct the said building on the said plot of land PROVIDED ALWAYS that the Owner shall not at all be responsible or liable for any such advance taken by the Developer, nor shall it be presumed that the Owner had consent to such advance. The Developer in its own cost and expenses in so far as may be necessary apply for and obtain quoted entitlements allocations of cement and steel solely for the purpose of the construction of the said building PROVIDED ALWAYS that the Developer shall be the custodian of such allocated goods and shall be liable and answerable to the proper authority for all such allocations arid similarly it may apply for and obtain temporary and/or permanent connection and other imputes and facilities required for the construction for which purpose the Owner shall execute necessary papers or documents in favour may be required by the Developer and shall also sign all such applications and other documents which shall be required for the purpose of and in connection with the construction of the said building PROVIDED ALWAYS that all costs and expenses borne and payable by the Developer and the Owner shall not be liable for the same.

ARTICLE -V- BUILDING ALLOCATION: -

- (i) Immediately upon the completion of the construction of the said building on the said plot of land in all respects in accordance with the sanctioned building plan and also inconformity with details of constructions and certified by the Architect of the Developer that the building has been so constructed and completed, the Developer shall deliver to the Owner the Owner's allocation and the remaining portion after delivery of owner's allocation will absolutely belong to him and the Owner shall not have any right, title, interest, claims or demand whatsoever to the remaining Developer's allocation thereon.
- ii) That after completion of constructional work of the Owner's allocation in consideration of this Agreement the Developer shall be fully entitled to transfer other built up space at its sole discretion and the Owner shall not have any claim or interest for the consideration



purchasers of the Developer's allocation.

The common areas facilities including stair case, landings and corridors to be constructed in the said building shall be for the common use of the Owner or his assigns and transferees and other transferees of other flats for ingress to and egress from their respective floors to the main road.

ARTICLE - VI - COMMON EXPENSES

- After getting the owner's allocation the Owner, and Developer or their nominees shall pay and bear proportionate share of all ground rent property maintenance charges. Corporation taxes and dues and outgoings and all other common expenses within the meaning of the West Bengal Apartment Ownership Act 1972 in respect of his occupied space as may be determined jointly by the Owner and developer until as association of flat Owner be formed by the Owner and transferees of all other floors in the said building is formed. The Owner is liable to pay his proportionate share of the common expenses after getting the possession of his respective allocations.
- ii) After getting the Owner's allocation the Owner shall, until formation of a Co-operative Society or any Association of the floor or the flat Owner, pay regularly and punctually, their proportionate share of the said common expenses and in case of the Owner's failure of doing so, they shall be liable for the same and for all claims, actions, demands, costs, charges, expenses and / or proceedings whatsoever may arise out of such default and the Owner hereby agrees to keep the Developer indemnified and harmless consequent upon such default made by the Owner.

ARTICLES - VII - COMMON RESTRICTIONS

The Owner's allocation in the said building shall be subject to the same restrictions on transfer and use as are applicable to the developer's allocation in the said building intended for the common benefits of all occupiers of the said building which shall include the following:-

- i) Both the Owner and the developer shall not use or permit to use the Owner's allocation in the said building or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor for any purpose which may cause any nuisance to the other occupiers of the said building.
- ii) Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration thereon



- the previous consent of the other party in this behalf and such consent shall not be sented unreasonably.
- All party to this Agreement shall have observe and perform all terms and conditions as their respective part to be observed and/or performed.
- The proposed transferce shall give written understanding to be bound by the terms and conditions hereof and thereof and shall duly and promptly pay all and whatsoever shall be payable in relation to the area in his possession as well as for the common expenses.
- Both the parties shall abide by all laws, bye laws rules and regulations of the Government, local bodies as the case may be for the time being in force and shall attend to answer and be responsible for any deviations, violations and/or breach of any of the said law and regulations on their individual part.
- other fittings, fixtures, appurtenances, floor, ceiling etc. in each of their respective allocation in the said building in good working conditions and repair and in particular shall not cause any damage to the said building or any part of their space or accommodation therein and shall keep all the other occupiers of the building indemnified from and against the consequences of any such damage.
- vii) No goods or other articles shall be kept by the Owner or the developer or the transferees for display or otherwise in the corridors or other places of common use in the new building and in case any hindrance is caused in any manner in the free movement, either party shall be liable to remove the same at the risk and cost of the other party causing the same.

ARTICLE-VIII

- i) The Developer hereby agrees to clear up Govt. rent Corporation Tax and other outgoings payable in respect of the said plot of land upto the date of handing over the owner's allocation.
- ii) During the continuance of the agreement the Owner shall not in any way cause any impediment or obstruction whatsoever in the construction or development of the said building by the developer but the Owner shall with or without the architect have full right to enter the said building and to inspect the construction work carried on by the developer.
- The Owner shall convey at the cost of the developer and/or transferee or transferees the proportionate share of the said plot of land to the transferees and / or floors or flats i.e. excluding the Owner's allocation of the said building after getting Completion Certificate by the Developer from the proper authority.

- The Owner shall be a member of any association or Co-operative Society that may be somed consisting of all flat Owner and shall abide by all the laws rules and regulations adopted by such association or Co-Operative Society.
- The Owner hereby declares that he has good right and full power to enter into this agreement with the developer and the Owner hereby undertakes to indemnify and keep indemnified the developer from and against any and all third party claims, actions and demands whatsoever in respect of the said plot of land and not for the construction thereon whereas the construction will be made by the developer under this agreement.
- wii) The Owner undertakes not to create encumbrances or charges on the said plot of land or deal with the same otherwise than in the manner stated in clause (iii) above.
- viii) To enable the developer to develop the said property, the Owner shall grant in favour of the developer a Registered Development Power of Attorney at the time of execution of this Agreement and further the Owner shall register one General Power, of Attorney unto the favour of the Developer, empowering to sell, convey and transfer Developer's allocated portions to others after obtaining the requisite permission and after getting the completion Certificate from the competent authority.

<u>PROVIDED</u> always that the Developer shall not transfer and/or convey the Developer's allocation in any event, before completion of the construction work of the owner's allocation unto the owner in fully finished and in habitable condition the liability of the intending purchasers advance money shall be borne by the developer upto the date of delivery of possession of the owner's allocation, unto the owner in fully finished condition.

ARTICLE-IX DEVELOPER'S OBLIGATIONS.

1. To pay all outgoings from the date of these presents:-

2.

(a) To arrange appoint or nominate at its sole risk responsibility and cost architect, contractors, sub-contractors or labourers for carrying out and proceed with the construction of the said building and other common spaces accordingly to be approve drawing plans and specifications and in conformity and arrange building materials articles, tools and other implements and to hire and engage suppliers, labour and to pay and meet with their remuneration fees and salaries. The Owner shall never be liable for any such dealings and / or transaction by the developer



best available materials and in accordance with the drawings, plans and specifications to be approve by the Owner and to be sanction by the competent authority and in conformity with the said details of construction.

- c) To complete the work of construction to the satisfaction of the Owner and to do all other acts, deeds and things as maybe found necessary for smooth and expeditious to the constructions of the said building.
- 3. The construction work shall be at the sole risk and responsibility of the developer and it is mutually agreed and clearly understood that the Owner shall not be responsible for any Technical and/or Engineering defect in construction for which the developer shall be solely responsible and directly answerable to the concerned authority and to the Owner.
- 4. The Developer shall construct the said building in the manner as aforesaid incurring and meeting all the expenditure e.g. payments for building materials, fees and remuneration of Architects, labour payment etc. in such manner as the developer shall think fit and proper at its absolute discretion. The Owner shall not be liable or responsible for such payment or any part thereof.
- 5.If for any reason any losses are incurred and damages caused or suffered on account of negligence of the developer or the sub-contractor's agent, architects, labour etc. in connection with the construction of the said building the developer shall be solely liable therefore and shall keep the Owner indemnified from any such losses or damages.
- 6. The Developer shall complete in respect of the construction of the said of the said building according to the drawing plans and specifications sanctioned by the competent authority and in conformity with the details of construction to the full satisfaction of the owner within 36 (Thirty Six) months from the date of obtaining the building sanctioned Plan positively and if the Developer shall not complete the proposed building within the time limit mentioned above for some reasonable cause and/or circumstances then the time for such proposed construction may be extended for another 12 (twelve) months, mutually, by the parties and thereafter failing which the Developer shall be liable to pay compensation at the rate of Rs. 2,00,000/- (Rupees Two Lac) only per month to the Owner.
- 7. The Developer undertake to keep the owner indemnified from and against all third party claim and actions arising out of any act or occasion on the part of the developer in or relating to the construction of the said building.

ARTICLE-X-OWNER'S INDEMNITY

The owner hereby undertakes that the developer shall be entitled to the said construction and shall enjoy the Developers allocated space without any interference and or



contained and/or its part to be observed and performed. If the agreement shall cancel at any time then the owner shall be liable to return back the entire advance money together with other incidental expenses to the developer without fail.

SPECIFIC COVENANTS

- Time is the essence of this Agreement for Development.
- 2. After sanction of the building plan, the parties hereto have execute supplementary agreement whereby the shares of the parties shall be specifically defined with clear identification of the allocated portions.
- 3. All the cost of unfinished construction of the proposed building and advance and/or consideration money paid by the interested purchaser(s) and/or transferees to the Developers for purchasing the developers allocations shall be collected by the developer herein at its own risk and liability and the owner shall not be liable for such advance money taken by the Developer or the cost borne by the developers, and/or the land of the owner shall not be charged and/or encumbered in any of such event mentioned above by any acts, deeds or things done by the Developer in its own risk and liabilities as aforesaid.
- Each and every party shall be liable to pay service tax and other services whatsoever will be determined for.
- 5. The original papers of the land shall be remained with the developer herein which to be delivered by the owner to the developer at the time of development agreement and the said original document to be return back by the developer to the owner at the time of completion of the project.
- 6. The Developer shall complete the construction of the proposed building strictly in accordance with the sanctioned plan by the concerned authority, any diversion and/or extension work or construction from the sanctioned plan shall not liable the owner, in any way and the Developer shall not charge any extra cost or consideration for such diversion and/or extension beyond the sanctioned plan for the proposed building and the land owner shall be entitled to get 50% of the extra and additional constructions in the proposed building.

Provided that the owner shall not be liable at any point of time for such construction in the proposed building which diverted and/or extended from the sanctioned plan.

PROVIDED ALWAYS that any of the clause of the specific covenants if violated by the Developer, intentionally then this Development Agreement stood automatically be cancelled without any prior notice to the Developer, on part of the Owner.



ARTICLES -IX-DEVELOPER'S INDEMNITY

- The Developer hereby undertakes to keep the owner indemnified against all third party claim and action arising out of any sorts of act or omission in the building and from the claims, charges of the intending transferees of the owner's allocation and from all other such acts, deeds and things done by the Developer in its own risk and liability.
- 2. The developer hereby undertake to keep the owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the developer's actions with regard to the development of the said property and/or in the manner of construction of the said building and/or for any defect therein.

ARTICLE-XII -MISCELLANEOUS

- 1. It is understood that from time to time to enable the construction of the said building by the developer various acts, deeds, matters and things not herein specifically 'referred to may be legally required to be done by the developer for which the developer reasonably may be required the authority of the Owner and various applications and other documents may be necessary to be signed or made by him for and in connection with the construction of the said building for which no specific provision has been made herein. The Owner hereby undertakes to sign and execute all such reasonable additional applications and other documents as may be legally required for those purpose.
- The Owner and developer have entered into this agreement purely on a principal to principal basis and nothing stated herein shall be deemed to be construed as partnership between the developer and the Owner or as Joint Venture between them.
- 3. All notice required to be given either to the Owner or the developer should be sent under registered post or by hand delivery with proper receipt at respective address given above or at any other address communicated in writing by the either party to the other party.
- 4. Approval of the building plan and specification by the Owner for sanction for the constructions of the said building shall be final and binding upon the parties hereto and no objection will be raised regarding construction work done in accordance with such sanctioned building plan and in conformity with the details of construction Plan.
- 5. If inspite of the developer complying with and performing the terms of this agreement the Owner causes any disturbance to the progress of the work or causes breach of any of the terms to be completed with by them the Owner shall be liable to fully compensate the developer the loss which it may suffer thereby and such lose may be calculated at the present rate of this day of execution of this present.



ARTICLES - XIII - LEGAL ACTION

Both the parties shall have liberty to avail the opportunity under the specific performance of contract of this agreement for the non-compliance of the covenant hereinbefore mentioned alternatively at anytime 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 these presents or for determination of any liability of any of the parties under this agreement and the same shall be referred to the Arbitration of a single Arbitrator and in case the parties agree to the use otherwise two Arbitrator, one to be appointed by each of the parties in dispute and the same shall be deemed to be reference within the meaning of the Arbitration Act, or any statutory modification thereunder in force or effect.

ARTICLES - XIV - JURISDICTION

Under the original jurisdiction of the Ld. District Judge at Barasat, North 24-Parganas shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT one piece and parcel of bastu land measuring an area of 7 (seven) Cottahs more or less, lying and situated under Mouza - Mahisbathan, J. L. No. 18, R. S. No. 203, Touzi No. 145, comprised in C. S. Dag No. 366, R. S. Dag No. 373, under C. S. Khatian No. 50, R S. Khatian No. 48, L. R. Khatian No. 966, within the jurisdiction of Electronic Complex Police Station, within the local limits of Bidhannagar Municipal Corporation, in the District of North 24-Parganas and the said property is butted and bounded as follows-

ON THE NORTH

By, R. S. Dag No. 373 (P)

ON THE SOUTH :

By, R. S. Dag No. 373 (P)

ON THE EAST

By, R. S. Dag No. 372 (P)

ON THE WEST

By, R. S. Dag No. 374 (P)

THE SECOND SCHEDULE ABOVE REFERRED TO OWNER'S ALLOCATION:

It is agreed by the parties that the owner shall be entitled to get 50% of constructed areas in respect of his property mentioned in the First Schedule hereinafter written comprising residential units, commercial units and car parking spaces, which is to be distributed and/or divided amongst the Parties according to the proportionate share of his (Owner) land in the proposed building in a manner of several numbers of units on several

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blocks together with the proportionate undivided interest and share in the land along with all proportionate rights over all common areas and facilities of the building which to be allocated proportionately on each floor.

Further more the owner shall be entitled to get a sum of Rs. 52,00,000/-(Rupees Fifty Two Lac) only as refundable security deposit which to be paid by the Developer to the owner herein in the manner as follows:-

- a) At the time of execution of this Development Agreement Rs. 30,00,000(Rupees Thirty Lac) .
- b) At the time of execution of the supplementary agreement for clear identification of the owner's allocation and / or after obtaining the Building Sanction Plan Rs. 22,00,000/-(Rupees Twenty Two Lac).

It is noted here that the Owner shall be liable to return back the aforesaid Security Deposit of Rs. 52,00,000/-(Rupees Fifty Two Lac) only without bearing any interest to the Developer at the time of taking over his allocated portions positively.

Save and except the aforesaid allocation of the Owner, the remaining portion of the proposed building shall belong to the Developer exclusively together with rights to sell, convey and transfer the same to others alongwith the rights to collect the entire consideration for the same from the intending buyers and in that case the Owner shall not be entitled to interfere into such affairs.

It is also agreed by the parties that the Owner hereby permitted to the Developer to take necessary steps for amalgamate his individual portion of the aforesaid property, so that one single plot may comes out and subsequently the Developer shall be able to prepare one single composite Building Plan on the amalgamated property and shall submit the same before the concerned Authority for necessary approval and in that case the Owner shall sign on all the requisite documents as desired by the Developer and the Developer have the absolute liberty to construct some commercial units and also residential units whatsoever will be determined by the concerned Authority and accordingly the areas of the commercial units and residential units shall be diverted unto the parties in proportionate ratio and for clear identification of the individual allocation of the Owner, one Supplementary Development Agreement shall execute by the parties hereto after obtaining the Building Sanctioned Plan.



THE THIRD SCHEDULE ABOVE REFERRED TO COMMON AREAS COMMON FACILITIES AND COMMON EXPENSES

The Owner of the land alongwith the other co-Owners, occupiers, society or syndicate or association shall allow each other the following easement and quasi easement rights privileges etc.

- 1. Land under the said building described in the Schedule 'A'.
- All side spaces, back spaces, open spaces, paths, passages, drain ways in the land of the said building.
- General lighting of the common portions and space for installations of electric meter in general and separate.
- Drains and sewers from the building in the Corporation connection drains and/or sewerage.
- Stair case and staircase landings.
- Lobbies in each floor. Common septic tank.
- 8. Common water pump.
- 9. Common water reservoir.
- Water and sewerage eviction from the pipes of the every units, to drain and sewerage common to the said building.
- 11. Common electric line.
- 12. Top roof of the said building.
- 13 Lift and its accessories.

THE FOURTH SCHEDULE ABOVE REFERRED TO (SPECIFICATION)

- STRUCTURE: Building designed with R.C.C. framed structure which rest on individual column, design which to be approve by the competent Authority.
- 2.EXTERNAL WALL: 8" thick brick wall and plastered with cement mortar.
- 3.INTERNAL WALL: 5" thick brick wall and plaster with cement morter; wall between two rooms will be 5".
- FLOORING: Flooring is of Vitrified Tiles with 4' skirting (all Bed Rooms, drawings, dining space and verandah).
- BATH ROOM: Bath room fitted upto 6' height with designer glazed tiles of standard brand. Bath room floor standard tiles.
- KITCHEN: Cooking platform and sink will be of black STONE SINK AND 2' height glazed standard tiles above the platform to protect the oil spot and flooring - standard tiles.



- TOILET: 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.
- 8.DOORS: All doors are good quality wooden frame and flash door, main door will be of sal wood frame and flash door with standard lock and peep hole on main entrance door, anodized aluminum 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 one bib cock, one shower, in toilets all fittings are standard quality.

12. 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. <u>ELECTRIC</u>: Electric meter, mother meter and transformer (if any) will be installed by the Developer but the expenses whatsoever will be require that will be bear by the parties in proportionate ratio.

14. PAINTING:

- a) Inside wall of the flat will be finished with Putty.
- 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.



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

SIGNED, SEALED & DELIVERED

By the PARTIES in presence of

WITNESSES: -

· Xith Hom Curundaye

2 Surech Kor Celash

N.111- Jirrangachha Ro- bhatista

P.S. Kadipur Dist - 24 Pas(s)

Pm - 135

Khitilp Mondal

SIGNATURE OF THE OWNER

Drafted by: -

Mr. Dilip Homchaudhury, Advocate.

High Cdurt, Calcutta.

(B.C.R. No. WB-713/78)

M/S. SUN CONSTRUCTION

SIGNATURE OF THE DEVELOPER

MEMO OF CONSIDERATION

RECEIVED the total sum of Rs. 30,00,000/- (Rupees Thirty Lac) only from the withinnamed Developer in terms of this Memorandum of Understanding as per Memo given below : -

MEMO

Ch. No.	Date	Drawn on	In favour of	A	
002485	30/07/2016	KOTAK BANK	KIUTIGULA	Amount (Rs.) Rs. 30,00,000.00	

TOTAL :

(Rupees Thirty Lac) only

Rs. 30,00,000.00

2 Surrest for Chash

KhitishMondal

SIGNATURE OF THE OWNER

tion & Stamp Revenue e-Challan

01617-001797900-1 Ri: Date: 08/08/2016 15:11:46

CKA1960339

Bank:

Payment Mode State Bank of India

Online Payment

BRN Date: 08/08/2016 15:28:39

DEPOSITOR'S DETAILS

ld No.: 15041000297373/2/2016

[Guery No./Guery Year]

Name: Contact No. :

DEBASHIS ROY

Mobile No. :

+91 9830845404

E-mail: Address:

BRN:

BHANGAR

Applicant Name:

Mr DILIP HOM CHAUDHURY

Office Name :

In Words:

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement Payment No 2

PAYMENT DETAILS

SI Identification Head of A/C No. Head of A/C No. Description Amount[2] 15041000297373/2/2016 Property Registration Registration 0030-03-104-001-15 15041000297373/2/2016 33010 Property Registration-Stamp duty 0030-02-103-003-02 40021

Total

73031

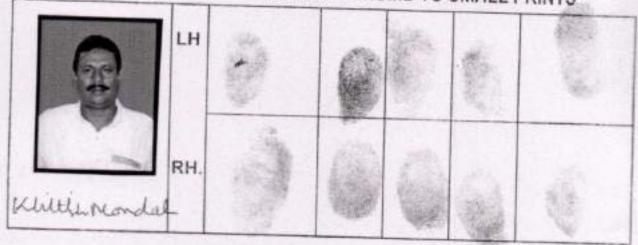
Rupees Seventy Three Thousand Thirty One only

M/S. SUN CONSTRUCTION

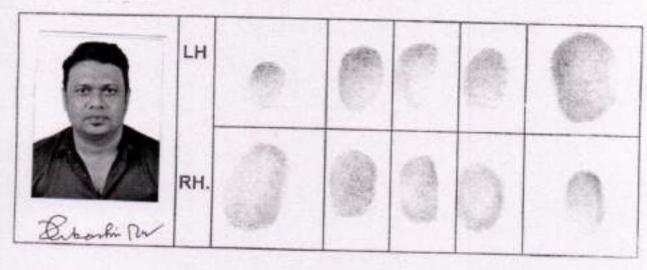


EXECUTANT/SELLER/ BUYER/CAIMENT WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908 N.B. LH BOX- SMALL TO THUMB PRINTS R.H. BOX- THUMB TO SMALL PRINTS



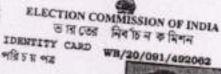
ATTESTED: Willish Mondal



ATTESTED: - Charle No

	LH		
РНОТО			
	RH.		

ATTESTED :-



भवि ह ॥ भव



Elector's Name

MANDAL KHITISH

Religion of Alle Father/Mother/

াদত বাকিথাৰ

Husband's Name : SADHAN পিত (মাত),শামীর নামা মাধন

: H

र जुडरू

Age as on 1.1.1995 1 32 NO : PER PROPERTY

Khitish Mondal

Address PARTNO:185

MAHISH BATHAN-2 NORTH 24 - PARGANAS

ঠি কানা

405 HD 344 पदि ववाधान-६

किय है वह निवस्त

Eacsimile-Signature Electoral Registration Officer নিৰ্বাচ ক-মিৰ শ্ব মানিকারি ক

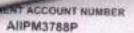
For OSI-RAJARSEAT(S.C) Assembly Constituency ০৯১-রাজার হাট (ত পর) বিধা সমতা নিবার ব ক্ষেত্র

Place : BARASAT

ম্থান ¹ বারাগাড় Date : 05/04/95

GTRV 1 00/08/20

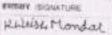




KHITISH MONDAL

FREE RIS RES. STATISTICS NAME. SADHAN MONDAL

WY THE DATE OF BRIDE 16-02-1988



arest args (as) sec.), she COMMISSIONER OF MICOME-TAKIC O I, WOLKATA

Khitishmondal

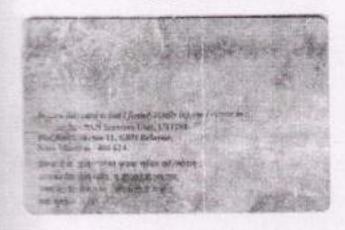
इस बार्ड के की / मित जारे का कृप्या जारी बारने कार्त प्राधिकारी को भूतित / कारम कर रे संदुक्त आरक्त आयुक्त(पद्मति एवं शक्तनेश्री) 67, क्षेत्रती स्वयुवर, moves - 700 069.

In case this card is ben'timed, kindly inform vences to the totaling authority Joint Commissioner of Locone-tax/Systems & Technicals. Chroningher Square. Calvatta-100 004





Denhi M





Major Information of the Deed

Deed No :	1-1504-01383/2016	Date of Registration	8/9/2016 2:28:56 PM	
Query No / Year	1504-1000297373/2016	Office where deed is registered		
Query Date	04/08/2016 5:04:31 PM	A.D.S.R. BIDHAN NAGAR, District. North 24- Parganas		
Applicant Name, Address & Other Details	DILIP HOM CHAUDHURY MOHISGOT, Thana New Town, 700102, Mobile No. 983064540	District North24-Parganas, V 4, Status Advocate	WEST BENGAL, PIN -	
Transaction		Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property. Declaration [No of Declaration : 2], [4311] Other than Immovable Property. Receipt [Rs : 30,00,000/-]		
Set Forth value		Market Value		
Rs. 1/-		Rs. 1,75,00.006/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 40,121/- (Article:48(g))		Rs 33,010/- (Article E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuin	g the assement slip (Urbit	

Land Details:

District: North 24-Parganas, P.S.- East Bidhannagar, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Mahisbathan, Mouza: Mahisbathan

Sch	Plot	Khatian	Land	Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
	LR-373	production of the same	CONTRACTOR OF THE PARTY OF THE	Bastu 7 Kat		1/-	1,75,00,006/-	Property is on Road
	Grand	Total:			11,55Dec	1/-	175,00,006 /-	

Land Lord Details :

	Name	Photo	Fringerprint	Signature
	Shri KHITISH MONDAL Son of SADHAN MONDAL Executed by: Self, Date of Execution: 09/08/2016 , Admitted by: Self, Date of Admission: 09/08/2016 ,Place : Office			Khilliph Mordal
	. willie	01/08/2016	EM FALL	69/08/2018

Developer Details:

Name, Address, Photo, Finger print and Signature

No

M/S SUN CONSTRUCTION

MERLIN MATRIX, D N 10 SALT LAKE CITY, 2ND FLOOR, S, P.O.-BIDHANNAGAR EAST, P.S.-East Bidhannagar, District - North 24-Parganas, West Bengal, India, PIN - 700091 Status : Organization

Representative Details:

,	Name, Address, Photo, Finger print and Signature						
1	Name	Photo Finger Print		Signature			
	Shri DEBASHIS ROY Son of Shri SUNIL KUMAR ROY Date of Execution - 09/08/2016, Admitted by: Self, Date of Admission: Aug 9 2016, Place of Admission of			Branki W			
	Execution: Office	Aug 9 2010 2:20PM	Arg # 2516 2:33FM	4-Parganas, West Bengal, India, F			

PANAPUKUK, P.O.- BHANGAK, P.S.- Kashipur, District.-South 24-Parganas, West Bengai, India, PIN - 743502, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, Status: Representative, Representative of M/S SUN CONSTRUCTION (as PROPRIETOR)

Identifier Details: Name & address Mr DILIP HOM CHOUDHURY MOHISGOT, P.O.- KRISHNAPUR, P.S.- New Town, District -North 24-Parganaa, West Bengal, India, PIN - 700102, Sex Male, By Caste, Hindu, Occupation: Advocate, Citizen of India, , Identifier Of Shri KHITISH MONDAL, Shri DEBASHIS ROY 09/08/2016 Xep to Compa

Endorsement For Deed Number : 1 - 150401383 / 2016

Dm 04-08-2016

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 1.75.00.006/-

Goutam Sinha Roy ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BIDHAN NAGAR

North 24-Parganas, West Bengal

On 09-08-2016

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duty stamped under schedule 1A, Article number: 48. (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:55 hrs. on 09-08-2016, at the Office of the A.D.S.R. BIDHAN NAGAR by Shri DEBASHIS ROY

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

Execution is admitted on 09/08/2016 by Shri KHITISH MONDAL, Son of SADHAN MONDAL, MAHISBATHAN, P.O. KRISHNAPUR, Thana: East Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700102, by caste Hindu. by Profession Business

Indetified by Mr DILIP HOM CHOUDHURY, Son of Late B HOM CHOUDHURY, MOHISGOT, P.O. KRISHNAPUR, Thana: New Town., North 24-Parganas, WEST BENGAL, India: PIN - 700102, By caste Hindu, By Profession

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

Execution is admitted on 09/08/2016 by Shri DEBASHIS ROY PROPRIETOR, M/S SUN CONSTRUCTION, MERLIN MATRIX, D N 10 SALT LAKE CITY, 2ND FLOOR, S. P.O.-BIDHANNAGAR EAST, P.S.-East Bidhannagar, District-North 24-Parganas, West Bengal, India, PIN - 700091

Indetified by Mr DILIP HOM CHOUDHURY, Son of Late B HOM CHOUDHURY, MOHISGOT, P.O. KRISHNAPUR, Thana: New Town., North 24-Parganas, WEST BENGAL, India. PIN - 700102, By caste Hindu, By Profession. Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 33,010/- (B = Rs 32,989/- ,E = Rs 21/-) and

Registration Fees paid by Cash Rs 0/-, by online = Rs 33,010/-

. .

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/08/2016 3:28PM with Govt. Ref. No: 192016170017979001 on 08-08-2016, Amount Rs 33,010/-, Bank State Bank of India (SBIN0000001), Ref. No. CKA1960339 on 06-06-2016, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Centred that required Stamp Duty payable for this document is Rs. 40.021/- and Stamp Duty paid by Stamp Rs 100/by online = Rs 40.021/-Description of Stamp

1 Stamp Type: Impressed, Senal no 364, Amount, Rs. 100/-, Date of Purchase 02/08/2016, Vendor name: M DUTTA Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/08/2016. 3:28PM with Govt. Ref. No. 192016170017979001 on 08-08-2016, Amount Rs. 40,021/- Bank State Bank of India (SBIN0000001), Ref. No. CKA1960339 on 08-08-2016. Head of Account 0030-02-103-003-02

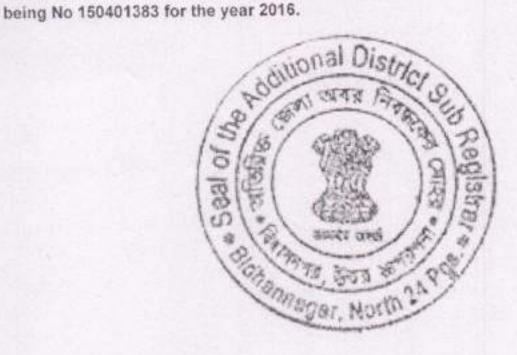
Thay

Goutam Sinha Roy
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1504-2016, Page from 49631 to 49660



Digitally signed by GAUTAM SINHA RAY Date: 2016.08.12 11:43:25 +05:30 Reason: Digital Signing of Deed

Thay

(Goutam Sinha Roy) 12-08-2016 11:43:24 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BIDHAN NAGAR West Bengal.

(This document is digitally signed.)