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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Additional District Sub-Registrar
 Rajshahi, New Town, North 24-Pgs.

18 DEC 2015

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this ^{18th} day of *December*,

, Two Thousand Fifteen (2015).

BETWEEN

স্বাক্ষরিত
 18 DEC 2015

(1). **SEIKH MOHIUDDIN** (PAN no. ANXPM9589Q), son of Abul Kalam, by Faith - Muslim, by Nationality - Indian, by Occupation - Business, residing at Raigachhi, P.S. Rajarhat, Kolkata - 700135, District North 24-Parganas and (2). **SEIKH SALIM UDDIN** (PAN no. EGVPS0539B), son of SK Mohiuddin, by Faith - Muslim, by Nationality - Indian, by Occupation - Business, residing at Raigachhi, P.S. Rajarhat, Kolkata - 700135, District North 24-Parganas, hereinafter jointly called the "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context here of be deemed to mean and include **their** heirs, executors, administrators, representatives, assigns, nominee or nominees and also Successors and Legal heirs) of the **FIRST PART**.

AND

M/S. SWEET HUT DEVELOPERS (PAN no. ABZFS4538D), having its Office at Rajarhat, Bhatenda, P.O. & P.S. Rajarhat, Kolkata - 700 135 and also at 25A, Park Street, Kamani Mansion, 1st Floor, Room No - 113, P.O. & P.S. Park Street, Kolkata - 700 016, represented by its partners namely

(1). **SRI. ALOK BANERJEE**, (PAN no. AEDPB9475K), son of Late Tinkori Banerjee, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at premise no. 15/3A, Chinar Park, Kolkata - 700 157, P.O. Hatiara, P.S. Baguati, District - 24Parganas (North) and (2). **SRI. ARINDAM BANERJEE**, (PAN no. AEFPB8754F), son of Sri. Alok Banerjee, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at premises no. 23, Chinar Park, "Star Enclave", Block - A, 3rd Floor, P.O. Hatiara, P.S. Baguati, Kolkata - 700 157, hereinafter called and referred to as the "**DEVELOPER/PROMOTER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include **its** legal heirs, executors, administrators, representatives, assigns, nominee or nominees) of the **SECOND PART**.

1. Recitals & Background of the Premises :

WHEREAS the original owner one **Abdul Hamid**, son of Late Abdul Rahim absolutely seized and possessed **his** right, title and interest **ALL THAT** piece and parcel of a plot of land measuring **37 (Thirty Seven) decimal** more or less including lands and structures in **R.S. Dag No. 535**, lying and situated **Mouza - Raigacchi**, J.L. No. 12, R.S. No. 194, Touzi No. 169, comprised in Kri Khatian Nos. 845 and 1551, within the local limits of **Rajarhat-Bishnupur 1 No. Gram Panchayat, P.S.**

Rajarhat, under A.D.S.R.O. Bidhannagar (Salt Lake City), District North 24-Parganas by virtue of inheritance from his father and mother and by virtue of **Farayez**.

AND WHEREAS after obtaining the said property said **Abdul Hamid**, the owner therein, by way of **Farayez**, muted his name in **L.R. Khatian No. 1551**.

AND WHEREAS during his lifetime said **Abdul Hamid**, the owner therein, made a **Deed of Aachhiyatnama** being **No. 76 for the year 2000**, registered on **20.07.2000** in favour of **Rizia Khatun alias Rizia Bibi** and **SEIKH SELIM UDDIN**, the owner no.2 herein, at A.D.S.R.O. Bidhannagar (Salt Lake City) and recorded in Book No. III, Volume No. 2, Pages from 113 to 122.

AND WHEREAS the said **Abdul Hamid** while he was in khas possession and enjoying usufructs of the said lands and properties, died on 28.12.2005 and thereafter, the said **Rizia Khatun alias Rizia Bibi** became the absolute owner of a total land measuring **18 (Eighteen) Decimal** out of the lands left by the said **Abdul Hamid** and said **SEIKH SALIM UDDIN**, the owner no.2 herein, became the absolute owner of a piece and parcel of land measuring **19 (Nineteen) Decimal**, lying and situated in **Mouza - Raigachhi**, J.L. No. 12, R.S. No. 194, Touzi No. 169, **Kri Khatian Nos. 845 and 1551**, under **P.S. Rajarhat**, District North 24-Parganas out of the lands and properties left by said **Abdul Hamid** AND since said death of the **Abdul Hamid** the said **Rizia Khatun alias Rizia Bibi** and **SEIKH SELIM UDDIN** had been enjoying the same as absolute owners and possessor thereof with absolute power of ownership and also power and/or right to sell, lien, gift, mortgage, assign the same to anybody else in any way as they will think fit and proper.

AND WHEREAS after obtaining the said property said **SEIKH SELIM UDDIN**, the owner no.2 herein, by way of a **Deed of Aachhiyatnama** written in Bengali language being **No. 76 for the year 2000**, muted his name with the **L.R. Khatian No. 2273** and had been paying relevant taxes rents and others payables regularly to the local competent authority and enjoying the said property free from encumbrances with all right title and interests therein without any interruption and disturbances and he has the every right, title and interest thereto and the said property is free from all encumbrances, charges, liens,

liabilities, demands, claims, hindrances, debts dues and attachments whatsoever and also have the every right to transfer, sold, gift, mortgage, lien, develop and assign the same to any other person or persons to his choice.

AND WHEREAS after obtaining the said property said **Rizia Khatun alias Rizia Bibi**, the owner therein, by way of **Deed of Aachhiyatnama** being **No. 76 for the year 2000**, muted her name in **L.R. Khatian No. 2250** and had been paying relevant taxes and rents and other payables attached to lands regularly to the local competent authority and enjoying the said property free from encumbrances with all right title and interests therein without any interruption and disturbances and **she** has the every right, title and interest thereto and the said property is free from all encumbrances, charges, liens, liabilities, demands, claims, hindrances, debts dues and attachments whatsoever and also have the every right to transfer, sold, gift, mortgage, lien, assign the same to any other person or persons to her choice.

AND WHEREAS due to urgent need of money and for some unavoidable circumstances said **Rizia Khatun alias Rizia Bibi**, the owner therein, sale, transferred and conveyed her plot measuring **18 (Eighteen) Decimal** more or less equivalent to **11 (Eleven) Cottah 03 (Three) Chittack 03 (Three) Sq. ft.** more or less together with one kutcha tiles shed residential structure measuring **100 Sq. ft.** more or less lying and situated in **R.S. & L.R. Dag No. 535(P)**, **L.R. Khatian No. 2355**, lying and situated in **Mouza - Raigachhi**, J.L. No. 12, R.S. No. 194, Touzi No. 169, under **P.S. Rajarhat**, within the local limits of **Rajarhat-Bishnupur 1 No. Gram Panchayet**, under **A.D.S.R.O. Rajarhat**, District North 24-Parganas to **SHEIKH MOHIUDDIN**, son of **Abul Kalam**, the owner no.1 herein, by virtue of a **Deed of Sale written in Bengali language** being **No. 07867 for the year 2010** on **13.09.2006** at **D.S.R.O. Barasat**, North 24-Parganas and recorded in **Book No. I, CD Volume No. 27, Pages from 4379 to 4397**.

AND WHEREAS after obtaining the said property said **SHEIKH MOHIUDDIN**, the owner no.1 herein, by way of **Deed of Sale** being **No. 07867 for the year 2010**, muted his name in **L.R. Khatian No. 2355** and had been paying relevant taxes regularly to the local competent authority and enjoying the said property with all right title

and interests therein free from any encumbrances without any disturbances and interruption and he has the every right, title and interest thereto and the said property is free from all encumbrances, charges, liens, lispendences, demands, claims, hindrances, debts dues and attachments whatsoever and also have the every right to transfer, sold, gift, mortgage, lien, assign the same to any other person or persons his choice.

AND WHEREAS after acquisition of land by P.W.D for the purpose of extension of road at present the measurement of land of **SHEIKH MOHIUDDIN**, the owner no.1 herein, in **R.S. & L.R. Dag No. 535(P)** is **08 (Eight) Cottah 07 (Seven) Chittack 10 (Ten) Sq. ft.**, out of **0.1850 decimal** more or less equivalent to **11 (Eleven) Cottah 03 (Three) Chittack 03 (Three) Sq. ft.** in **R.S. / L.R. Dag No. 535(P)** lying and situated in **Mouza - Raigachhi**, J.L. No. 12, R.S. No. 194, Touzi No. 169, **L.R. Khatian No. 2355**, under **P.S. Rajarhat**, within the local limits of **Rajarhat-Bishnupur 1 No. Gram Panchayet**, under A.D.S.R.O. Rajarhat, District North 24-Parganas.

AND WHEREAS after obtaining the said property said **SEIKH SELIM UDDIN**, the owner no.2 herein, due to urgent need of money and some unavoidable circumstances sold some portion of his property to different persons in different times and the P.W.D also acquired some portion of land for the purpose of extension of road. After that the measurement of the land in **R.S. / L.R. Dag No. 535(P)** is **1 (One) Cottha 5 (Five) Chittak 10 (Ten) Sq. ft.**, out of **19 decimal** in **R.S. & L.R. Dag No. 535(P)** lying and situated in **Mouza - Raigachhi**, J.L. No. 12, R.S. No. 194, Touzi No. 169, **L.R. Khatian No. 2273**, under **P.S. Rajarhat**, within the local limits of **Rajarhat-Bishnupur 1 No. Gram Panchayet**, under A.D.S.R.O. Rajarhat, District North 24-Parganas.

1.1. Ownership : Now **SHEIKH MOHIUDDIN**, the owner no.1 herein, is thus well seized and possessed or of otherwise well and sufficiently entitled to the land measuring an area **08 (Eight) Cottah 07 (Seven) Chittack 10 (Ten) Sq. ft.** lying and situated at **Mouza - Raigachhi**, J.L. No. 12, Re.Sa. No. 194, Touzi No. 169, comprised in **L.R. Khatian No. 2355**, **R.S. / L.R. Dag No. 535(P)**, within the local limits of **Rajarhat-Bishnupur 1 No. Gram Panchayet**, **P.S. Rajarhat**, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal, more fully described in the **Schedule 'A'** written hereunder.

Now **SEIKH SELIM UDDIN**, the owner no.2 herein, is thus well seized and possessed or of otherwise well and sufficiently entitled to the land measuring an area **1 (One) Cottha 5 (Five) Chittak 10 (Ten) Sq. ft.** lying and situated at **Mouza - Raigachhi, J.L. No. 12, Re.Sa. No. 194, Touzi No. 169, comprised in L.R. Khatian No. 2273, R.S. / L.R. Dag No. 535(P)**, within the local limits of **Rajarhat-Bishnupur 1 No. Gram Panchayet, P.S. Rajarhat**, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal morefully described in the **Schedule 'B'** written hereunder.

1.2. DEED OF AMALGAMATION - Thereafter the present **Owners** amalgamated their property by way of a **Deed of Amalgamation Being No. J-15231 361 6 for the year 2015** duly registered on 17.12.2015 registered in the Office of the A.D.S.R. Rajarhat more fully described in the **Schedule 'C'** written hereunder.

1.3. Project property : ALL THAT a piece or parcel of land measuring an area of **09 (Nine) Cottha 12 (Twelve) Chittak 20 (Twenty) Sq. ft.** along with one tile shed kutcha residential structure measuring **1000 (One Thousand) Sq. ft.** more or less lying and situated at **Mouza - Raigachhi, J.L. No. 12, Re.Sa. No. 194, Touzi No. 169, comprised in L.R. Khatian No. 2355 & 2273, R.S. / L.R. Dag No. 535(P)**, within the local limits of **Rajarhat-Bishnupur 1 No. Gram Panchayet, P.S. Rajarhat**, under A.D.S.R.O., Rajarhat, District North 24-Parganas, West Bengal, morefully described in the **Schedule 'C'** written hereunder.

1.4. Development Agreement by & between the parties herein :
The **Owners** herein expressed **their** desire to develop the said premises by constructing a **Multistoried Building** consisting of flats, Garages and Shops etc. on the said land but due to lack of construction fund, the **Owners** approached the **Developer** herein to develop the said premises by constructing a **Multistoried Building** consisting of flats / Garages / Shops etc. on the said land morefully described in the **Schedule 'C'** written hereunder at the cost and expenses of the said **Developer** on the **40 : 60** ratio of the constructed area and accordingly the said **Owners** have agreed to execute one **Registered DEVELOPMENT AGREEMENT** and one **Registered Power of Attorney** in favour **M/S. SWEET HUT DEVELOPERS**, having its Office at Rajarhat, Bhatenda, P.O. & P.S. Rajarhat, Kolkata - 700 135 and also at 25A, Park Street, Kamani Mansion, 1st Floor, Room No - 113, P.O. & P.S. Park Street, Kolkata - 700 016, represented by its partners namely (1). **SRI. ALOK**

BANERJEE, son of Late Tinkori Banerjee, residing at premise no. 15/3A, Chinar Park, Kolkata - 700 157, P.O. Haliara, P.S. Baguati, District - 24Parganas (North) and (2). **SRI, ARINDAM BANERJEE**, son of Sri. Alok Banerjee, residing at premises no. 23, Chinar Park, "Star Enclave", Block - A, 3rd Floor, P.O. Haliara, P.S. Baguati, Kolkata - 700 157, **Developer** herein as **their Constituted Attorney** and to avoid future contradiction and confrontation the **Owners** have agreed to execute this Agreement in favour of the **Developer** as mutually agreed upon and the **Owners** herein agreed to develop the aforesaid building on the following terms and conditions.

1.5. Registered Power of Attorney : For the smooth running of the said project, the **Owners** has agreed to execute a **Registered Power of Attorney** by which the **Owners** herein will appoint and nominate the **Developer** herein.

2. NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH as follows :-
ARTICLE - I. DEFINITION

2.1. OWNERS SHALL MEAN

(1). **SEIKH MOHIUDDIN**, son of Abul Kafam, residing at Raigachhi, P.S. Rajarhat, Kolkata - 700135, District North 24-Parganas and (2). **SEIKH SALIM UDDIN**, son of SK Mohiuddin, residing at Raigachhi, P.S. Rajarhat, Kolkata - 700135, District North 24-Parganas, to execute all sorts of documents in connection with the Development of the land mentioned in **Schedule 'C'** written hereunder and for executing any sorts of documents, Agreements and also to give Power of Attorney on behalf of the Company to **M/S. SWEET HUT DEVELOPERS**, a partnership firm having its office at 25A, Park Street, Karanjit Mansion, 1st Floor, Room No - 113, Kolkata - 700016 for the purpose of Development, Sale and to register all Sale Deeds / Conveyances in favour of the prospective purchaser.

2.2. DEVELOPER / PROMOTER SHALL MEAN

M/S. SWEET HUT DEVELOPERS, a partnership firm having its office at Rajarhat, Bhatenda, P.O. & P.S. Rajarhat, Kolkata - 700 135, represented by its partners named (1). **SRI, ALOK BANERJEE** and (2). **SRI, ARINDAM BANERJEE** and its respective heirs, legal representative, successor, administrator, successor-in-interest and assigns.

2.3. PREMISES / LAND SHALL MEAN

ALL THAT a piece or parcel of land measuring an area of **09 (Nine) Cottha 12 (Twelve) Chittak 20 (Twenty) Sq. ft.** along with one tile shed kutchha residential structure measuring **1000 (One Thousand) Sq. ft.** more or less lying and situated at **Mouza - Raigachhi, J.L. No. 12,**

Re.Sa. No. 194, Touzi No. 169, comprised in **L.R. Khatian No. 2355 & 2273, R.S. / L.R. Dag No. 535(P)**, within the local limits of **Rajarhat-Bishnupur 1 No. Gram Panchayet, P.S. Rajarhat**, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal.

2.4. BUILDING

Shall mean **Multistoried Building** to be constructed by the **Developer** herein according to the sanctioned plan prepared at the cost of the **Developer** issued by the competent authorities including, in the District of 24-Parganas (North) on the said plot of land more fully and particularly described in the **Schedule 'C'** written hereunder on the basis of **Owners 40% : Developer 60%** ratio of the constructed area and referred to as the "**SAID BUILDING**".

2.5. COMMON FACILITIES AND AMENITIES :

Shall mean entrance of the building, corridor, staircase, passage, driveway, lift, machine room, overhead water tank, water pump and motor and other facilities which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

2.6. THE ARCHITECT

Shall mean such person or persons who may be appointed by the **Developer** for designing, planning and supervision of the building.

2.7. BUILDING PLAN

Shall mean such plan prepared by the Architect for construction of the building or modified plan at the cost of the **Developer** and duly sanctioned by the **Rajarhat Bishnupur 1 No. Gram Panchayet, Zila Parishad, N.K.D.A.** and / or any other such competent authorities as the case may be and amended thereof.

2.8. PROJECT

shall mean the work of development undertaken and to be done by the **Developer** in respect of the Premises in-pursuance of the Agreement and / or any modification or extension thereof till such development of the Premises be completed and possession of the completed Flats be made over to the Unit Owners.

2.9. FORCE MAJEURE

Shall include natural calamities, Act of God, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, air raid, strikes, (including of contractor/construction agencies), lockout, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or changes in any municipal or other rules, laws or policies affecting or likely to affect the Project or any part or portion thereof, shortage of Essential Commodities and/or any circumstances

beyond the control or reasonable estimation of the **Developer**.

2.10. SALABLE SPACE :

Shall mean the constructed space in the building available for independent use and occupation after making due provisions for common areas and facilities and spaces required thereof, after deducting the **Owner's allocation** of the **40%** of the constructed area.

2.11. LAND OWNER'S ALLOCATION :

It has been further agreed by and between the parties herein that the **Owners** will get the following :-

a. A sum of **Rs. 40,00,000/- (Rupees Forty Lacs)** only as interest free security deposit will be paid by the **Developer** to the **Owners** in the following manner :-

1. A sum of **Rs. 10, 00, 000/- (Rupees Ten Lacs)** only will be paid by the **Developer** to the **Owners** before Registration of **Development Agreement** and **Development Power of Attorney**.

2. A sum of **Rs. 20, 00, 000/- (Rupees Twenty Lacs)** only will be paid by the **Developer** to the **Owners** at the time of the **Registration of Development Agreement** and **Development Power of Attorney**.

3. A sum of **Rs. 10, 00, 000/- (Rupees Ten Lacs)** only will be paid by the **Developer** to the **Owners** after starting the construction work.

The entire interest free security deposit amount of **Rs. 40, 00,000/- (Rupees Forty Lacs)** shall be refunded to the **Developer** by the **Owners** on the day of taking over possession of the aforesaid 40% share over the constructed area of the building described as the **owner's allocation**.

b. **40%** of the total constructed area which will be adjusted from the 2nd and 4th floor of the proposed building which will be constructed on the **Schedule "C"** property hereinafter as per proposed valid sanction plan and extension thereof together with undivided impartible proportionate share or interest over the aforesaid **Schedule "C"** property save and except the **Developer's Allocation** more fully described in the **Schedule "E"** hereinafter along with right of egress and ingress over the main entrance gate and all other common rights in the landings, lobbies, stair cases, passages, sewerages, drainages, electrical installations, top roof of the proposed new building including all amenities, facilities and benefits in respect thereof in respect thereof. The **owner's allocation** i.e. **40%** of the total constructed area includes the area which will be allotted to the existing shop owners / Tenants from the **owner's allocation** after completion of the project.

c. Apart from the **Owner's allocation** mentioned in **Schedule 'D'** hereof, the **Owners** are also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities mentioned in **Schedule 'F' & Schedule 'G'** hereof.

d. That it is agreed by and between the parties hereto that the allocation mentioned in paragraph **2.11(a & b)** and also Common facilities more fully mentioned in **Schedule 'F' & Schedule 'G'** respectively here of Agreement written hereunder would be the full and final consideration of the **Owners**.

2.12. DEVELOPER / PROMOTER'S ALLOCATION :

Shall mean **60%** of the total constructed area of the proposed **Multistoried Building** (excluding **Owner's allocation**), including the proportionate share of common facilities, common parts and common amenities of the building which is more fully described in the **Schedule 'F' & Schedule 'G'** respectively written hereunder.

2.13. BUILT UP AREA / COVERED-AREA :

Shall mean the plinth area of that Flat including the area of bathrooms, balconies and terraces, in any apartment thereto and also the thickness of the walls (external or internal), the columns and pillars therein Provided That if any wall, column or pillar be common between two Flats, the one-half of the area under such wall, column or pillar shall be included in each such Flat.

2.14. SUPER BUILT-UP AREA

Shall mean the area of a Flat to be computed by the **Developer** by adding to the Built-up / Covered Area of the Flat with proportionate share in the Common Portions as may be deemed appropriate by the **Developer** in its absolute discretion.

2.15. ADVOCATE FOR THE PROJECT

Shall mean Mr. Swapnadip Das, Advocate having his Office at no.6, Old Post Office Street, ground floor, Room no:56, Kolkata - 700001 or any other Advocate appointed by the Developer if required.

2.16. TRANSFEREE

Shall mean a person / firm / limited company / association of person to whom any space in the building has been transferred.

2.17. SINGULAR

Shall include plural and vice versa.

2.18. MASCULINE GENDER

Shall include feminine and neutral genders and vice versa.

ARTICLE - II. COMMENCEMENT

3.1. This Agreement shall be deemed to have been commenced on and with effect from **18th** day of December, 2015.

ARTICLE - III, OWNER'S RIGHT & REPORESENTATION

4.1. Rightful legal possession

4.1.A. The **Owners** are now seized and possessed of and / or otherwise well and sufficiently entitled to the said premises and shall deliver physical as well as identical possession to the **Developer** to develop the said premises.

4.1.B. There is no existing agreement regarding the development or sale of the said premises and that all other agreement if any made prior to this agreement, be treated as cancelled and the **Owners** agree to indemnify and keep indemnified the **Developer** against any or all claims made by any third party in respect of the said premises and the **Developer** has no liability in this regard. That the **Owners** shall handover the vacant peaceful possession of the aforesaid property after meeting all liabilities to the **Developer**.

4.2. Free from Encumbrances

4.2.A. The **Owners** specifically undertake that the said property has not been subject to any notice of attachment under Public Demands Recovery Act or for payment of Income Tax or other Statutory Law.

4.2.B. The **Owners** hereby unequivocally and unambiguously declare that the said plots of lands are free from all encumbrances and liens, lispendents, attachments, trust acquisitions requisitions whatsoever and howsoever and the **Owners** have marketable title thereto and the aforesaid lands are not affected by or under the Urban Land (Ceiling and Regulation) Act, 1976 or under the West Bengal Land Reforms Act, 1955 or by any other Act and that no certificate proceeding and no notice of attachment has or have been instituted and / or served upon the **Owners** under the Income Tax Act, 1961 or Gift Tax or wealth Tax and / or under Estate Duty Act or under any Statute and that no notice has ever been served upon the **Owners** and the **Owners** hereby also declare that there is no excess vacant land in the said property within the meaning of **Urban Land (Ceiling and Regulation) Act, 1976 or by any other Act.**

4.3. That the **Owners** undertake to hand over the peaceful and vacant possession of the property for the purpose of raising the new construction at the said property to the **Developer**. The **Owners** shall pay all arrear Panchyat taxes, Khajna and other usual Taxes till the date of making over possession thereof in favour of the **Developer** and thereafter the **Developer** shall pay all taxes and rents to the concerned authority till handing over vacant possession of

finished flats to the **Owners**.

4.4. On and from the date of delivery of physical possession of the **Owner's Allocation**, the **Owners** shall also be responsible to pay and bear and shall forthwith pay on demand to the **Developer / its** nominee or assignees the proportionate service charges for the common facilities in the newly constructed building payable in respect of the **Owner's Allocation** of 40% of the constructed area and such charges are to include proportionate share of premises for the insurance of the building, water, fire charges, lights sanitary and maintaining, occasional repair of the portion to be used in common and its renovation, replacement, repair and maintenance charges and expenses for the building to be used in common and of all common wiring, pipes, electrical and equipments, stairways, corridors, halls, passage, ways, parkways and other facilities whatsoever as may be mutually agreed from time to time subject to the chargeability to actual Flat/property owners.

4.5. If the **Developer** suffers from any material defect in the property but which could not be discovered by the **Developer** even by diligent search and enquiry, the **Owners** shall be liable to compensate the **Developer** to the extent of the loss suffered and demanded by the **Developer**.

4.6. That the **Owners** undertake to sign on papers to mutate, land yet to be mutated, **their** name in the records of the BL & LRO Department, Govt. of West Bengal at the cost of the **Developer**.

4.7. That the total area of land is more or less 09 (Nine) Cottha 08 (Eight) Chittak 05 (Five) Sq. ft. be the same a little more or less.

ARTICLE - IV, DEVELOPER/PROMOTER'S RIGHTS

5.1. Authority of Developer : The **Developer** shall have authority to deal with the property in terms of the Agreement or negotiate with any person or persons or enter into any contract or Agreement or take any advance against its allocation of 60% of the fest area or acquired right under these Agreement and in case the **Developer** requires any financial assistance from any Nationalised / Private / Foreign Bank or from any Financial Institution for the better development or expansion of the proposed building without imposing any financial liability to the **Owners**, the **Owners** shall enter into any kind of Agreement and execute any sorts of documents that may be required time to time for this purpose.

5.2. Legal right of Construction : The **Owners** hereby grant permission, subject to what have been hereunder provided to the **Developer** to build new building upon the said land in accordance with the plan sanctioned by Rajarhat

Bishnupur 1 No. Gram Panchayat, Zila Parishad, N.K.D.A. or any other Govt. authorities and any amendment thereof in the name of the **Owner** with or without any amendment and / or modification thereto made or caused to be made by the parties thereto.

5.3. Booking & Agreement for sale : Booking from Intending Purchaser for **Developer's Allocation** will be taken by the **Developer** and the Agreement with the Intending Purchaser will be signed by **Developer** herein on behalf of the **Owners** as a Registered Power of Attorney Holder.

5.4. Selling Rate : The selling rate of the **Developer's allocation** will be fixed by the **Developer** without any permission or consultation with the **Owners**. The profit & loss, earned from the project will be entirely received or borne by the **Developer** and no amount will be adjusted from the **Owners' Allocation** on account of loss or vice versa on account of profit from **Developer's allocation**.

5.5. Legal power of Developer : **Developer** is empowered to collect consideration money from the sale of **Developer's allocation** from the Intending Purchaser and issue money receipt in its own name, take advance and full and final consideration from the Intending Purchaser for **Developer's allocation** only.

5.6. Delivery of Possession : That on completion of the proposed **Multistoried Building** when the flats / Garages / Shops are ready for giving possession, the **Developer** will put the **Owners** in their allocation. The possession letter will be signed by the **Developer** as Power of Attorney holder of the **Owners** and **Owners** also will sign if needed. The Deed of Conveyance will be signed by the **Developer**, for its allocation, on behalf of and as representative and Registered Power of Attorney Holder of the **Owners** and the **Owners** will sign the Deed of Conveyance as Vendor, if needed.

5.7. Construction cost : All construction cost will be borne by the **Developer**.

5.8. Authority of signature : All applications, plans and other papers and documents that may be required by the **Developer** for the purpose of obtaining necessary sanction from the local panchayat or any other competent authorities, shall be prepared and submitted by the **Developer** on behalf of the **Owners** and the **Owners** shall sign all such plans, application, other papers and documents as and when necessary and all costs expenses including plan sanctioning costs will be borne by the **Developer**.

5.9. Sale proceeds of Developer's allocation : That the **Developer** shall carry total construction work of the present building at its own costs and will take the sale proceeds of **Developer's Allocation** exclusively.

5.10. Demolition of building : The **Developer** herein shall demolish the existing structure, if any, at its own cost and the materials of the said demolished building shall be taken by the **Developer**.

ARTICLE - V. CONSIDERATION

6.1. The **Developer** has agreed to build the said proposed building / unit at its own cost and expenses and **Owners** shall not be required to contribute any sums towards the construction of the said building or buildings on the said premises.

6.2. In consideration of the **Owners** having agreed to grant exclusive right for developing the said premises in addition to the **Owner's allocation** as herein provided, as mentioned herein.

6.3. Apart from the aforesaid consideration, which has already been made by the **Developer** to the **Owners**, the **Developer** has agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of development of the said premises and / or this **Development Agreement** and such consideration for all practical purpose will be deemed to be apparent consideration which are as follows :-

- (a). Space allocation to the **Owners**.
- (b). Cost, charge and expenses incurred for construction erection and completion of the said new building at the said Premises.
- (c). Cost, charge and expenses incurred for appointment of Engineer if any and also sewerage, drainage and other connection.
- (d). Fees payable to Architect and the Engineers as also fees payable to the **Rajarhat Bishnupur 1 No. Gram Panchayet**, in the District of 24- Parganas (North) or any other Govt. authorities for the purpose of obtaining necessary permission of sanction for sewerage, drainage and water connections.
- (e). Legal expenses incurred and paid for this **Development Agreement** and all other expenses and charges for the purpose of development of the said permission of sanction for sewerage, drainage and water connection.
- (f). Cost of supervision of construction of the **Owner's allocation** of the said premises.

6.4. The **Owners** having agreed to grant exclusive right for developing the said premises in term of these presents the **Developer** has agreed, undertaken to build the said building at its own cost and expenses and the **Owners** shall not be required to contribute any sum towards construction of the said building and or development of the land.

ARTICLE - VI. PROCEDURE

7.1. The **Owners** shall grant to the **Developer** one Registered Power of Attorney as may be required for the purpose of obtaining sanction of plan and all necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the **Rajarhat Bishnupur 1 No. Gram Panchayet**, in the District of 24-Parganas (North) and other Govt. authorities.

ARTICLE - VII. DEALING OF SPACE IN THE BUILDING

8.1. The **Developer** shall on completion of the new building put the **Owners** in undisputed possession of the **Owner's allocation** together with all right of the common facilities and amenities as mentioned earlier.

8.2. The **Owners** shall be entitled to transfer or otherwise deal with **Owner's allocation** in the building and the **Developer** shall not in any way interfere or disturb with peaceful possession of the **Owner's Allocation**.

8.3. The **Developer** shall be exclusively entitled to the **Developer's allocation** in the building with exclusive right to transfer any right, claim, interest therein irrespective of the **Owners** and the **Owners** shall not in any way interfere with or disturb the quiet and peaceful possession of the **Developer's Allocation**.

ARTICLE - VIII. SPACE ALLOCATION

9.1. On completion of the proposed building the **Owners** agree to sign, execute and register at the cost of the **Developer** or Intending Purchaser/s all such agreement/s, document/s, installments and writing as may be necessary and expedient for the purpose of transfer or sale of the **Developer's Allocation**.

ARTICLE - IX. POWER AND PROCEDURE

10.1. The **Owners** executing one **Registered Power of Attorney** in favour of the **Developer** including power of preparing and executing and signing and also presenting for registration of deed of conveyance for **Developer's Allocation** as follows :-

1. To appear and represent before the authorities of **Rajarhat Bishnupur 1 No. Gram Panchayet, Zila Parishad, N.K.D.A.** in the District of 24-Parganas (North), B.L.L.R.O, and S.L.R.O. and before the D.L.R.S., C.E.S.C / W.B.S.E.B., Income Tax Department, authorities under the Town and Country Planning Act, Airport authority of India, Assurance of Calcutta, District Registrar, Barasat, Addl. Dist. Sub-Registrar - Bidhannagar, Salt Lake City, Addl. Dist. Sub-Registrar - Rajarhat and before all other statutory and local bodies as and when necessary for the purpose of construction of a new building and do all the needful as per the terms and conditions mentioned in this **Development Agreement** for registration of flats of

Developer's Allocation.

2. To apply obtain electricity, Gas, water, Sewerage order and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development, plans and also to submit and take delivery titles deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint engineers, architects, and other agents and Sub - Contractor for the aforesaid purpose as the said Developer may think fit and proper.
3. To defend possession, manage and maintain the said premises including the building to be constructed thereon.
4. To sign, verify and file application, forms, and building plans and for **Multistoried Building**, documents and papers in respect of the said premises before **Rajarhat Bishnupur 1 No. Gram Panchayet**, in the District of 24-Parganas (North) or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building over and above the said premises.
5. To pay all Panchyat and other Statutory Taxes, Rates and charges in respect of the said premises and building on behalf of **us** and in **our** names as and when the same will become due and payable.
6. To enter into any Agreement for sale, Memorandum of Understanding and / or any other instrument and document in respect of flats / units within **Developer's Allocation** in the said new multistoried building in favour of the Intending Purchaser / Intending Purchasers except the area to be retained by the **Owners** in terms of the Agreement for Development, to take finance / loan in **its** name and / or any nominated Intending Purchaser / Intending Purchaser's name from any financial concern by depositing and mortgaging flat / flats / shops / car parking space from **Developer's Allocation** and to sign in the papers and documents for the said purpose on **our** behalf.
7. To receive the consideration money in cash or by cheque / draft from the Intending Purchaser / Purchasers for sale or booking of flats or units or car parking space / shops and shall grant receipt in **its** name thereof in respect of the **Developer's Allocation** only and to give full discharge to the Intending Purchaser / Intending Purchasers as **our** lawful representative.
8. To execute necessary Deeds of Conveyance in favour of the Intending Purchaser or Purchasers for flats / shops / garages and / or car spaces, within the **Developer's allocation** by putting the signature of the above named **Developer** on behalf of **us** and also to receive full and final consideration of

the flats / shops / garages and / or car spaces within the **Developer's allocation** and giving discharge the Intending Purchasers by issuing money receipts in **its** name.

9. To instruct the Advocate / Lawyer for preparing and / or drafting such agreement, instruments, documents and other such papers as per the terms and conditions agreed upon by both the parties in this agreement as may be necessary for the purpose for sale of the flats / units in the said building over and above **our** said premises.

10. To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning our said premises or any or portion thereof.

11. To sign, declare and / or affirm any plaint, written statement, petition, affidavit, verification and vakalatnama, warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to our said premises or in any way connected therewith.

12. That the **Developer** will do all the necessary steps to execute the Deed of Conveyance before the proper registering officer according to the condition mentioned in this agreement for development.

13. For all or any of the purposes herein before stated and to appear and represent **our** before all concerned authorities having Jurisdiction over the said premises as per the condition mentioned in the Development Agreement.

14. The **Developer** will do the aforesaid act, deed and things regarding the development of the land mentioned in schedule of the agreement for development.

ARTICLE - X, NEW BUILDING

11.1. **Construction cost** : The **Developer** shall at **its** own costs construct, and complete the new building, at the said premises in accordance with the sanctioned plan with good and standard material as may be specified by the Architect from time to time.

11.2. **Installation of common amenities** : The **Developer** shall install, erect in the building at Developer's own cost expenses electrification, permanent electric connection from the C.E.S.C / W.B.S.E.B., and until permanent electric connection will be obtained temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale the flats / shops / garages and / or car spaces therein Ownership basis and as may be mutually agreed upon.

11.3. **Fees payable to Architect** : All cost, charges and expenses including

Architect's fees shall be discharged and paid by the **Developer** and the **Owners** shall bear no responsibility in this context.

11.4. Municipal / Panchayat and other Taxes : The **Owners** shall pay and clear up all the arrears on account of municipal / Panchayat taxes and outgoing of the said premises up to the date of this agreement. It is further agreed by and between the parties that the **Owners** shall not pay any Panchayat taxes and other taxes in respect of the said property from the date of execution of these presents. All such taxes outgoing and electricity charges in respect of the said properties would be borne by the **Developer** from the date of execution of these presents till the date of handing over **Owner's allocation**.

ARTICLE - XI. COMMON FACILITIES

12.1. The **Developer** shall pay and bear all property, taxes and other dues and outgoing in respect of the said premises according to dues as and from the date of execution of this agreement.

12.2. After completion of this project or after receiving respective allocation the **Owners** and the **Developer** shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the **Owners** and **Developer** and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the **Owners** or the **Developer** in this behalf.

12.3. As and from the date of service of notice of possession, the **Owners** shall also be responsible to pay and bear and shall pay to the **Developer** the service charges for the common facilities in the new building payable in respect of the **Owner's Allocation** such charges is to include proportionate share of premium for the insurances of the building, if any, water, fire and damaging charges and taxes, light, sanction and maintenance, occasional repair and renewal charges for bill collection and management of the common facilities renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways and other common facilities and other common facilities whatsoever agreed upon or may be mutually agreed from time to time.

12.4. The **Owners** shall not do any act, deed or things whereby the **Developer** may be prevented from construction and completion of the said building. The time factor will be countable regarding any unforeseen reason beyond the control

of the **Developer**.

ARTICLE - XII, COMMON RESTRICTION

The **Owners** hereby agree and covenants with the **Developer** not to cause any interference in the construction of the proposed building for the benefits of all occupiers of the building which shall include the following :-

13.1. No illegal & immoral act : Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

13.2. No breach of Laws and byelaws : Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation or violation and / or breach of any of the said laws byelaws and regulation.

13.3. Maintain of self unit : The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein.

13.4. Maintenance of cleanliness of building : Neither party shall throw or accumulate any dirt, rubbish, waste and refuse to permit the same to be thrown or accumulated in or about the building or in the compound corridor or any other portion or portions of the building.

ARTICLE - XIII, OWNER'S OBLIGATION

14.1. No interference : The **Owners** hereby covenant with **Developer** not to cause any interference or hindrance in the construction of the building at the said premises by the **Developer**.

14.2. Owner covenant with Developer : The **Owners** hereby agree and covenant with **Developer** not to do any act, deed or thing whereby the **Developer** may be prevented from selling assigning and / or disposing of any of the **Developer's allocation** in the building at the said premises.

14.3. Vesting of interest during Construction : The **Owners** hereby agree and covenant with the **Developer** not to let out, grant, lease, mortgage and / or charge the said premises or any portion thereof in respect of **Developer's allocation**.

14.4. Owner's Co-operation : The **Owners** shall permit the **Developer** and its servants and agent with or without workmen and others at all reasonable times

to enter into and upon the **Owner's Allocation** and every part thereof for the purpose of repairing, maintaining building, cleaning, lighting and keeping in order and good condition any common facility and / or for the purpose of putting down maintaining, repairing and testing drains, gas and water pipe and electric wire and for any similar purpose.

ARTICLE - XIV, DEVELOPER'S OBLIGATION

15.1. Time period of handing over the Possession : The **Developer** hereby agrees and covenants with the **Owners** to complete the construction of the building within **36 (Thirty Six) months** from the date of sanction of the building plan. The site plan and the building plan shall be submitted before the concerned authority within 30 (thirty) days from the handing over the vacant possession of the project property to the **Developer** by the **Owners**.

15.2. Developer covenants with Owners : The **Developer** hereby agrees and covenants with the **Owners** not to do any act, deed or thing whereby the **Owners** is prevented from enjoying selling, assigning and / or disposing of any **Owner's Allocation** in the building at the said premises vice versa.

15.3. Tax of Developer's allocation : The **Owners** shall not be responsible for any Income Tax and any other taxes in respect of the **Developer's allocation** in the proposed building.

ARTICLE - XV, OWNER'S INDEMNITY

16.1. The **Owners** hereby undertakes that the **Developer** shall be entitled to the said construction and shall enjoy **its** allocated space without interference or disturbances.

ARTICLE - XVI, DEVELOPER'S INDEMNITY

17.1. The **Developer** hereby undertakes that the **Owners** shall enjoy **their** allocated space without interference or disturbances.

ARTICLE - XVII, MISCELLANEOUS

18.1. Fixing of Hording & banner : Immediately upon the **Developer** obtaining vacant possessions of the premises for the development, shall fix hoardings and banners and be entitled to start construction if laws of the land so permit after obtaining sanction of the building plan from the competent authority.

18.2. Supplementary deeds and documents : It is understood that from time to time to facilitate the construction of the building by the **Developer** various deeds matters and things not hereby 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 specific provisions may not have been

mentioned herein. The **Owners** hereby undertake to do all such legal act, deed, matters and things as and when required and the **Owners** shall execute any such additional Power of Attorney and / or authorization as may be required by the **Developer** for all such purposes and the **Owners** also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the **Owners** and / or against the spirit of these presents.

18.3. Name of the Building : The name of the building shall be given by the **Developer** in due course. The Owner / or the Flat Owners and / or the Association shall not be entitled to change the said name under any circumstances whatsoever.

18.4. Association of building : The **Developer** and the **Owners** shall mutually frame scheme for the management and the administration of the said building and / or common parts thereof after the completion of the said building.

18.5. Electric meter : Installation of electric meters charges along with necessary deposit for the **Owner's Allocation** shall be borne by the **Owners**.

18.6. The **Owners** and the **Developers** have entered into this Agreement purely as a **Joint Venture** between the parties hereto.

18.7. the **Developer** shall be entitled to borrow money for construction of the proposed **Multistoried Building** from any Bank of Financial Institutions without creating any financial liability of the **Owners** or affecting his estate and interest in the said premises and it is being expressly agreed and understood that in no event the **Owners** or any of their estate shall be responsible and / or made liable for payment of any dues if payable, by the **Developer** to such Banks and for that purpose.

18.8. The **Developer** herein may amalgamate the said plot to any other plot or future plots for construction/extension of the proposed building.

ARTICLE - XVIII. FORCE MAJEURE

19.1. In the event of any delay suffered by the **Developer** in performance of its obligations herein due to Force Majeure or for reasons beyond the control of the **Developer** and in that event the time for construction of the building shall stand suitably extended.

19.2. Force Majeure shall include natural calamities, Act of God, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, air raid, strikes, (including by contractor/construction agencies), lockout, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, amendment in any

municipal or other rules, laws or policies affecting or likely to affect the Project or any part or portion thereof, shortage of Essential Commodities and/or any circumstances beyond the control of the **Developer**.

ARTICLE - XIX, JURISDICTION

20.1. The Jurisdictional Court shall have the Jurisdiction to entertain and determine all action suits and proceeding arising out of these presents between the parties hereto.

ARTICLE - XX, LEGAL ACTION

21.1. The **Developer** has every right to execute conveyances or sale deeds or join in the execution thereof in favour of the prospective purchasers of flats in the said building to be constructed. The Stamp Duty and Registration charges and all formalities in connection therewith will be paid and borne by the Intending Purchaser and the **Owners** shall have no responsibility whatsoever in respect thereof. Be it provided however that the costs of the conveyance or conveyances including non judicial stamps and registration expenses and all other legal expense shall be borne exclusively and paid by the Intending Purchaser, its nominee or nominees and / or prospective buyers.

21.2. That the Agreement for Sale and Deed of Conveyance of all the Flats constructed by the **Developer** on the plot of land mentioned in **Schedule 'C'** shall be prepared by Mr. Swapnadip Das, Advocate having his Office at no. 6, Old Post Office Street, ground floor, Room no. 56, Kolkata - 700001 appointed Advocate for this entire project and the registration charges and all other expenses should be deposited by the Purchaser / Purchasers to the said Advocate or any other Advocate appointed by the Developer if required.

21.3. Any dispute or difference amongst or between any of the parties hereto arising out of and/or relating to and/or connected with the said Flat Unit and/or the Memorandum of any term or condition herein contained and/or relating to interpretation thereof shall be referred to proper court of law having jurisdiction over the place of issue.

SCHEDULE - "A"
(Description of the lot of land)

ALL THAT a piece or parcel of land measuring an area of **08 (Eight) Cottah 07 (Seven) Chittack 10 (Ten) Sq. ft.**, lying and situated at **Mouza - Paigachhi, J.L. No. 12, Re.Sa. No. 194, Touzi No. 169**, comprised in **L.R. Khatian No. 2355, R.S. & L.R. Dag No. 535(P)**, within the local limits of **Rajarhat-Bishnupur 1 No. Gram Panchayet, P.S. Rajarhat**, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal, which is butted and bounded as follows :-

ON THE NORTH	Rajarhat Main Road (211 Bus Route)
ON THE SOUTH	R.S. Dag no. 536 (P)
ON THE EAST	8 ft wide common passage
ON THE WEST	R.S. Dag no. 535 (P)

SCHEDULE - "B"**(Description of the plot of land)**

ALL THAT a piece or parcel of land measuring an area of **1 (One) Cottha 5 (Five) Chittak 10 (Ten) Sq. ft.** lying and situated at **Mouza - Raigachhi**, J.L. No. 12, Re.Sa. No. 194, Touzi No. 169, comprised in **L.R. Khatian No. 2273, R.S. & L.R. Dag No. 535(P)**, within the local limits of **Rajarhat-Bishnupur 1 No. Gram Panchayet, P.S. Rajarhat**, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal, which is butted and bounded as follows :-

ON THE NORTH	Rajarhat Main Road (211 Bus Route)
ON THE SOUTH	R.S. Dag no. 536 (P)
ON THE EAST	R.S. Dag no. 535 (P)
ON THE WEST	R.S. Dag no. 535 (P)

SCHEDULE - "C"**(Description of the plot of land)**

ALL THAT a piece or parcel of land measuring an area of **09 (Nine) Cottha 12 (Twelve) Chittak 20 (Twenty) Sq. ft.** along with one tile shed kutcha residential structure measuring **1000 (One Thousand) Sq. ft.** more or less lying and situated at **Mouza - Raigachhi**, J.L. No. 12, Re.Sa. No. 194, Touzi No. 169, comprised in **L.R. Khatian No. 2355 & 2273, R.S. & L.R. Dag No. 535(P)**, within the local limits of **Rajarhat-Bishnupur 1 No. Gram Panchayet, P.S. Rajarhat**, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal, which is butted and bounded as follows :-

ON THE NORTH	Rajarhat Main Road (211 Bus Route)
ON THE SOUTH	R.S. Dag no. 536 (P)
ON THE EAST	8 ft wide common passage
ON THE WEST	R.S. Dag no. 535 (P)

**SCHEDULE "D" ABOVE REFERRED TO
(Owner's Allocation)**

The **Owners** will get as following :-

- a. A sum of **Rs. 40,00,000/- (Rupees Forty Lacs)** only as interest free

security deposit will be paid by the **Developer** to the **Owners** in the following manner :-

1. A sum of **Rs. 10, 00, 000/- (Rupees Ten Lacs)** only will be paid by the **Developer** to the **Owners** before Registration of **Development Agreement** and **Development Power of Attorney**.
2. A sum of **Rs. 20, 00, 000/- (Rupees Twenty Lacs)** only will be paid by the **Developer** to the **Owners** at the time of the **Registration of Development Agreement** and **Development Power of Attorney**.
3. A sum of **Rs. 10, 00, 000/- (Rupees Ten Lacs)** only will be paid by the **Developer** to the **Owners** after starting the construction work.

The entire interest free security deposit amount of **Rs. 40, 00,000/- (Rupees Forty Lacs)** shall be refunded to the **Developer** by the **Owners** on and before the day taking over possession of the aforesaid 40% share over the building as the **owner's allocation**.

e. **40%** of the total constructed area which will be adjusted from the 2nd and 4th floor of the proposed building which will be constructed on the **Schedule "C"** property hereinabove as per proposed valid sanction plan and extension thereof together with undivided impartible proportionate share or interest over the aforesaid **Schedule "C"** property save and except the **Developer's Allocation** more fully described in the **Schedule "E"** hereinafter along with right of egress and ingress over the main entrance gate and all other common rights in the landings, lobbies, stair cases, passages, sewerages, drainages, electrical installations, top roof of the proposed new building including all amenities, facilities and benefits in respect thereof. The **owner's allocation** i.e. **40%** of the total constructed area includes the area which will be allotted to the existing shop owners / Tenants from the **owner's allocation** after completion of the project.

b. Apart from the **Owner's allocation** mentioned in **Schedule 'D'** hereof, the **Owners** are also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities mentioned in **Schedule 'F' & Schedule 'G'** hereof.

c. That it is agreed by and between the parties hereto that the allocation mentioned in paragraph (a & b) and also Common facilities more fully mentioned in **Schedule 'F' & Schedule 'G'** respectively hereof Agreement written hereunder would be the full and final consideration of the **Owners**.

THE SCHEDULE "E" ABOVE REFERRED TO
(Developer's Allocation)

ALL THAT 60% of the total constructed area on the **Schedule "C"** property hereinabove as per proposed valid sanction together with undivided importable proportionate share or interest over the aforesaid **Schedule "C"** property save and except the **Owner's Allocation** i.e, **40%** of the total constructed area more fully described in the **Schedule "D"** hereinabove along with right of egress and ingress over the main entrance gate and all other common rights in the landings, lobbies, stair cases, passages, sewerages, drainages, electrical installations, top roof of the proposed new building including all amenities, facilities and benefits in respect thereof.

THE SCHEDULE "F" ABOVE REFERRED TO
(Common Facilities)

1. Staircase on all floors.
2. Staircase landing and lift landings on all floors and roof of the top floor.
3. Common passage on the ground floor.
4. Water pump, water tank (overhead and underground) water pipes and other common plumbing installation.
5. Drainage and sewerage.
6. Pump house.
7. Electrical wiring, meters and fittings.
8. Boundary walls and main gates.
9. Such other common parts, areas, equipments, installation, fixture, fittings and spaces in or about the said building as are necessary for passage or for the use and occupancy of the flats in common.

THE SCHEDULE "G" ABOVE REFERRED TO
(Specification of the work)

1	Structure	RCC Frame Structure.
2	Brick Work	Brick work will be done with good quality Bricks, all outer walls are 8" thick, main partition walls are 5" thick and all inner walls 3" thick respectively.
3	Doors	Wooden frames with flush door.
4	Windows	Aluminium windows.
5	Living / Dining	Flooring - Marble / Vitrified Tiles.
6	Bedrooms	Flooring - Marble / Vitrified Tiles.
7	Kitchen	Flooring - Anti Skid Tiles. Counter - Black Stone / Granite Platform with Stainless Steel Sink & Tiles upto 2 feet height above counter.
8	Toilets	Flooring - Anti Skid Tiles. Wall Tiles - Tiles upto 6 feet/Door height. Sanitary wares - White branded fittings CP fittings - Superior

		quality fittings - ISI marked.
9	Electrical	Electrical wiring fittings and other accessories for lighting the staircase lobby and other common areas.
10	Inner Wall	Will be wall putty / plaster of paris finished.
11	Lifts	Passenger Lifts of reputed ISI make.

Extra Work : Any extra works other than the standard schedule shall be charged extra as decided by the **Developer** and such amount shall be deposited before execution of such works to the **Developer**. Nobody has the right to do any extra work by their own labour, all extra work will be done through the **Developer**.

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

SIGNED SEALED AND DELIVERED

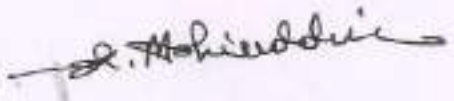
By the **parties** at KOLKATA

In presence of :

WITNESSES :

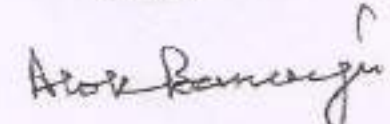
1. Asrarul Mukherjee
C/O - Paschim Mukherjee
Vill - Bhatenda, P.O.P.S.
Rajachal, KO-135

2. SK Chamzuddin
S/O-SK Monshad Ali
Vill - Bhatenda, P.O.P.S.
Rajachal KOL - 135

① 

② SK Salimuddin

Signature of the
Owners.

① 

② Arindam Banerjee

Signature of the Developer.

Memo of consideration

RECEIVED with thanks of and from the within named Developer a sum of Rs. 30,00,000/- (Rupees Thirty Lacs) only as an advance money with good health and sound mind and put our signature on this Development Agreement without any provocation of any person and/or without any pressure raised by any person as per Memo below :-

Sl. no.	Dated	Mode of Payment	Amount
1.	18.08.2015	Cheque no. 000357 (HDFC Bank)	Rs. 10,00,000/-
2.	11.09.2015	" " 000400 (" ")	Rs. 2,00,000/-
3.	16.12.2015	" " 000098 (" ")	Rs. 17,00,000/-
4.	18.12.2015	" " 000099 (" ")	Rs. 1,00,000/-
5.			

Total : Rs. 30,00,000/- (Rupees Thirty Lacs) only.

WITNESSES :

1. Arnob Mukherjee

2. SK Phayazuddin

① *SK Phayazuddin*

② SK Salimuddin

Signature of the Owners.

Read over, Explained, Drafted & Prepared by me as per documents and information supplied to me :-

Swapnadip Das

Srl. Swapnadip Das,
Advocate.

5, Old Post Office Street,
Gr. Floor, Room No. 56
Kolkata - 700 001
☎ 9830168651

E-Mail : swapnadip_das@yahoo.com
Enrolment no. WB/1782/02

SPECIMEN FORM FOR THE FINGERPRINTS

Signature of the
Executant / Presentant

Aristo Ramirez



Little	Ring	Middle	Fore	Thumb
(LEFT HAND)				
Thumb	Fore	Middle	Ring	Little
(RIGHT HAND)				

Aristo Ramirez



Aristo Ramirez

Little	Ring	Middle	Fore	Thumb
(LEFT HAND)				
Thumb	Fore	Middle	Ring	Little
(RIGHT HAND)				

Little	Ring	Middle	Fore	Thumb
(LEFT HAND)				
Thumb	Fore	Middle	Ring	Little

SPECIMEN FORM FOR THE FINGERPRINTS

Signature of the
Executants / Presentants

SK. Hossainuddin



SK. Hossainuddin

	Little	Ring	Middle	Fore	Thumb
	(LEFT HAND)				
Thumb	Fore	Middle	Ring	Little	
	(RIGHT HAND)				

SK. Salimuddin



SK. Salimuddin

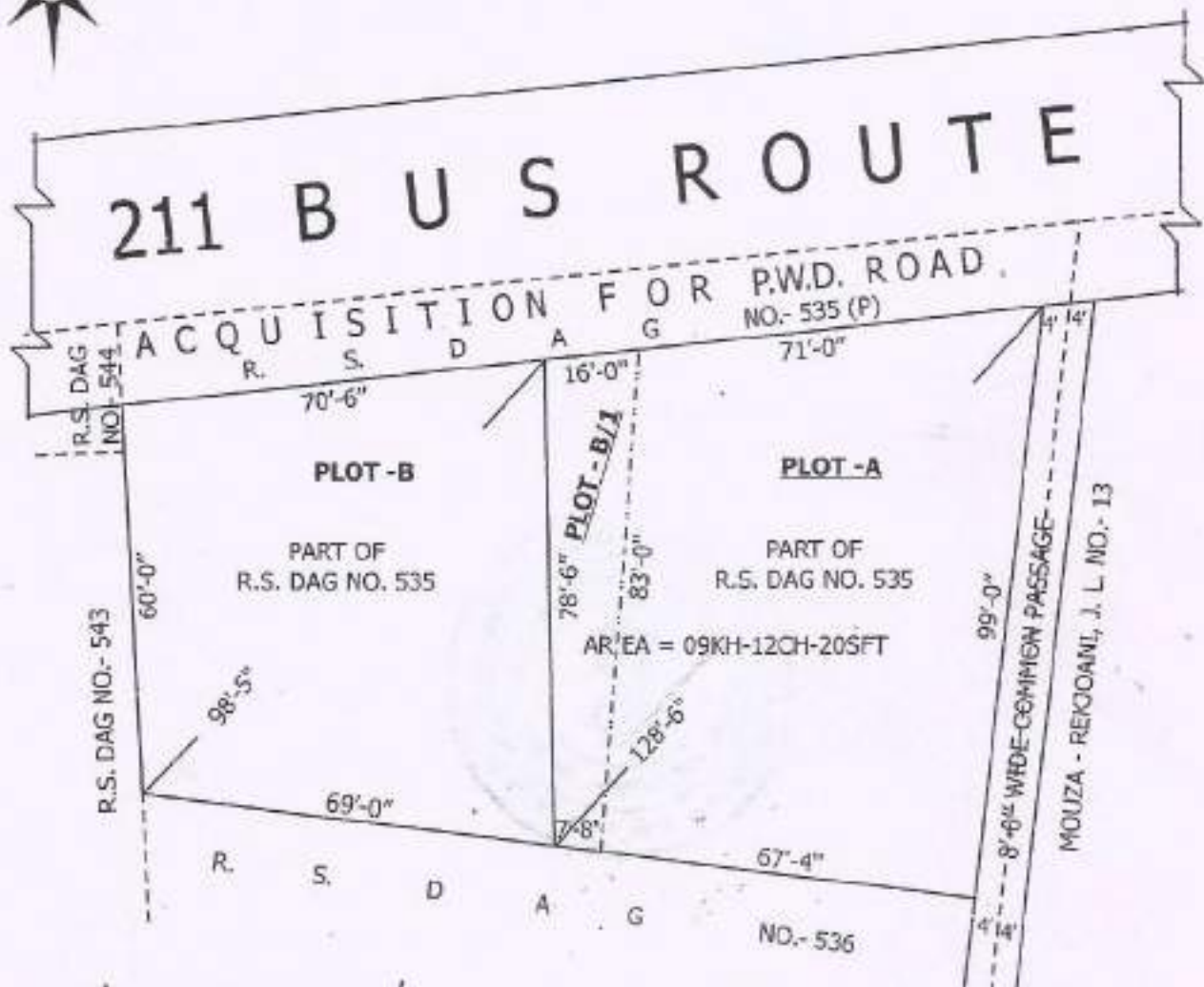
	Little	Ring	Middle	Fore	Thumb
	(LEFT HAND)				
Thumb	Fore	Middle	Ring	Little	
	(RIGHT HAND)				

	Little	Ring	Middle	Fore	Thumb
	(LEFT HAND)				
Thumb	Fore	Middle	Ring	Little	

SITE PLAN OF PART OF R.S. DAG NO. 535, WHOSE C.S DAG NO.- 501 (P), 502 (P) & 503 (P), AT MOUZA - RAIGACHI, J.L. NO. -12, R.S. NO. 194, L.R. KHATIAN NO. 2273 & 2355, P.S.- RAJARHAT, DIST.- NORTH 24 PARGANAS. UNDER RAJARHAT BISHNUPUR 1 NO. GRAM PANCHAYET.

SCALE : NTS

PLOT NO NO. A & B/1, TOTAL AREA = 0.1616 ACRE (MORE OR LESS)
PLOT SHOWN IN GREEN BORDER.



① *Asad Banerji*

② *Asindam Banerji*

DEVELOPER'S SIGNATURE

① *SK. Mohiuddin*

② *SK. Salimuddin*

OWNER'S SIGNATURE

REFERENCE

PLOT NO	OWNER'S NAME	L.R. KH. NO.	R. S. DAG NO.	AREA IN			
				ACRE	KH	CH	SFT
A	SK. MOHIUDDIN	2355	535 (P)	0.1397	08	07	10
B/1	SK. SALIM UDDIN	2273	535 (P)	0.0219	01	05	10
TOTAL AREA				0.1616	09	12	20

MORE OR LESS

COPIED BY
SK. R. ALI
REGD. NO. 16522
RAJARHAT

Seller, Buyer and Property Details

Land Lord & Developer Details

Presentant Details

SL
No.

Name, Address, Photo, Finger print and Signature of Presentant

Shri ALOK BANERJEE
15/3A, CHINAR PARK, P.O:- HATIARA, P.S.-
Bagnan, District:-North 24-Parganas, West
Bengal, India, PIN - 700157



18/12/2015 11:01:09 AM



LTI

18/12/2015 11:01:44 AM

18/12/2015 11:01:53 AM

Land Lord Details

SL
No.

Name, Address, Photo, Finger print and Signature

SEIKI MOHIUDDIN
Son of ABUL KALAM
RAIGACHHI, P.O:- RAIGACHHI, P.S.- Rajarat,
District:-North 24-Parganas, West Bengal, India,
PIN - 700135 Sex: Male, By Caste: Muslim,
Occupation: Business, Citizen of: India, PAN No
ANXPM9589Q.; Status : Individual; Date of
Execution - 18/12/2015; Date of Admission :
18/12/2015; Place of Admission of Execution :
Office



18/12/2015 11:20:21 AM



LTI

18/12/2015 11:20:27 AM

18/12/2015 11:20:47 AM

Land Lord Details

Name, Address, Photo, Finger print and Signature

SEIKH SALIM UDDIN
Son of SK MOHIUDDIN
RAIGACHHI, P.O.- RAIGACHHI, P.S.- Rajarhat,
District:-North 24-Parganas, West Bengal, India,
PIN - 700135 Sex: Male, By Caste: Muslim,
Occupation: Business, Citizen of: India, PAN No.
EGVPS0539B.; Status : Individual; Date of
Execution : 18/12/2015; Date of Admission :
18/12/2015; Place of Admission of Execution :
Office



18/12/2015 11:21:05 AM



LTI

18/12/2015 11:21:11 AM

SK Mohiuddin

18/12/2015 11:21:27 AM

Developer Details

Name, Address, Photo, Finger print and Signature

M/S SWEET HUT DEVELOPERS

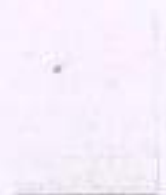
41, B B GANGULI STREET, 1ST FL. ROOM NO - 113, P.O:- PARK ST, P.S:- Park Street, District-Kolkata, West Bengal, India, PIN - 700016 PAN No. ABZFS4538D,; Status : Organization; Represented by representative as given below:-

Shri ALOK BANERJEE

15/3A, CHINAR PARK, P.O:- HATIARA, P.S:- Baguiati, District-North 24-Parganas, West Bengal, India, PIN - 700157 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AEDPB9475K,; Status : Representative; Date of Execution : 18/12/2015; Date of Admission : 18/12/2015; Place of Admission of Execution : Office



18/12/2015 11:01:09 AM



LTI

18/12/2015 11:01:44 AM

Alok Banerjee

18/12/2015 11:01:53 AM

(2) Shri ARINDAM BANERJEE

23, CHINAR PARK, STAR ENCLAVE, BL -A, 3RD FL. P.O:- HATIARA, P.S:- Baguiati, District-North 24-Parganas, West Bengal, India, PIN - 700157 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AEFPB8754F,; Status : Representative; Date of Execution : 18/12/2015; Date of Admission : 18/12/2015; Place of Admission of Execution : Office



18/12/2015 11:02:04 AM



LTI

18/12/2015 11:02:10 AM

Arindam Banerjee

18/12/2015 11:02:24 AM

iii. Identifire Details

Identifier Details

No.	Identifier Name & Address	Identifier of	Signature

Identifier Details

No.	Identifier Name & Address	Identifier of	Signature
	Mr SWARNADIP DAS Son of Late D B DAS HIGH COURT, P.O:- G.P.O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of India.	SEIKH MOHIUDDIN, SEIKH SALIM UDDIN, Shri ALOK BANERJEE, Shri ARINDAM BANERJEE	 18/12/2015 11:03:01 AM

Transacted Property Details

Land Details

Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
1	District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Raigochhi	LR Plot No:- 535(Corresponding RS Plot No:- 535) , LR Khatian No:- 2355	9 Katha 12 Chatak 20 Sq Ft	1/-	1,71,60,000/-	Proposed Use: Bestu, ROR: Bestu Width of Approach Road: 80 Ft., Adjacent to Metal Road.

Structure Details

Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
10	Gr. Floor	1000 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0 Year, Roof Type: Tiles Shed Extent of Completion: Complete
11	On Land L1	1000 Sq Ft.	1/-	3,00,000/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
11	SEIKH MOHIUDDIN	M/S SWEET HUT DEVELOPERS	8.06667	50
	SEIKH SALIM UDDIN	M/S SWEET HUT DEVELOPERS	8.06667	50

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
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Transfer of Property from Land Lord to Developer

Sl. No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	SEIKH MOHIUDDIN	M/S SWEET HUT DEVELOPERS	500 Sq Ft	50
	SEIKH SALIM UDDIN	M/S SWEET HUT DEVELOPERS	500 Sq Ft	50

D Applicant Details

Details of the applicant who has submitted the requisition form:

Applicant's Name	S DAS
Address	H C, Thana : Hare Street, District : Kolkata, WEST BENGAL
Applicant's Status	Advocate

Office of the A.D.S.R. RAJARHAT, District: North 24-Parganas.

Endorsement For Deed Number : I - 152313693 / 2015

Query No/Year	15231000375742/2015	Serial no/Year	1523014229 / 2015
Deed No/Year	I - 152313693 / 2015		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Shri ALOK BANERJEE	Presented At	Office
Date of Execution	18-12-2015	Date of Presentation	18-12-2015

Remarks

On 15/12/2015

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 1,74,50,002/-

(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

On 18/12/2015

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A: Article 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 10:47 hrs on: 18/12/2015, at the Office of the A.D.S.R. RAJARHAT by Shri ALOK BANERJEE .

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

Execution is admitted on 18/12/2015 by

SEIKH MOHIUDDIN, Son of ABUL KALAM, RAIGACHHI, P.O: RAIGACHHI, Thana: Rajarhat, North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Muslim, By Profession Business identified by Mr SWAPNADIP DAS, Son of Late D B DAS, HIGH COURT, P.O: G P O, Thana: Hare Street, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 18/12/2015 by

SEIKH SALIM UDDIN, Son of SK MOHIUDDIN, RAIGACHHI, P.O: RAIGACHHI, Thana: Rajarhat, North 24-Parganas, WEST BENGAL, India, PIN - 700135, By caste Muslim, By Profession Business identified by Mr SWAPNADIP DAS, Son of Late D B DAS, HIGH COURT, P.O: G P O, Thana: Hare Street, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 18/12/2015 by

SHRI ALOK BANERJEE PARTNER, M/S SWEET HUT DEVELOPERS, 41, B B GANGULI STREET, 1ST FL, ROOM NO - 113, P.O:- PARK ST, P.S:- Park Street, District-Kolkata, West Bengal, India, PIN - 700016
Identified by Mr SWAPNADIP DAS, Son of Late D B DAS, HIGH COURT, P.O: G P O, Thana: Hare Street, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 18/12/2015 by

SHRI ARINDAM BANERJEE PARTNER, M/S SWEET HUT DEVELOPERS, 41, B B GANGULI STREET, 1ST FL, ROOM NO - 113, P.O:- PARK ST, P.S:- Park Street, District-Kolkata, West Bengal, India, PIN - 700016
Identified by Mr SWAPNADIP DAS, Son of Late D B DAS, HIGH COURT, P.O: G P O, Thana: Hare Street, Kolkata, WEST BENGAL, India, PIN - 700001, 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 Draft Rs 33,010/-

Description of Draft

1. Rs 33,010/- is paid, by the Draft(8554) No: 525581000404, Date: 17/12/2015, Bank: STATE BANK OF INDIA (SBI), CHINAR PARK RAJARHAT.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Draft Rs 40,021/-, by Stamp Rs 0/-

Description of Draft

1. Rs 40,021/- is paid, by the Draft(8554) No: 525580000404, Date: 17/12/2015, Bank: STATE BANK OF INDIA (SBI), CHINAR PARK RAJARHAT.

(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal

...cate of Registration under section 60 and Rule 69,
...gistered in Book - I
...olume number 1523-2015, Page from 221222 to 221262
...eing No 152313693 for the year 2015.



Digitally signed by DEBASISH DHAR
Date: 2015.12.23 12:02:33 +05:30
Reason: Digital Signing of Deed.

Debasish Dhar) 23-12-2015 12:02:31
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)