

Serial No. 7



NOTARIAL CERTIFICATE

TO ALL TO WHOM THESE PRESENTS SHALL COME

I, SWAPAN BANERJEE, duly appointed by the Government of West Bengal as NOTARY and practising within the city of Calcutta, Union of India do hereby certify that the Paper Writings 'A' are presented before me by the Executants(s). *Envelope Agreement between Sri Nirmal Chandra Karmakar of BI-181, Krishnapur Gho. Park, P.S. Bagmati, Kolkata-102*

And - Sarada Construction, rep by Sri Debajit Dasgupta, 17/21, Dakshindevi Road, P.S. Lake Town, Kolkata-48

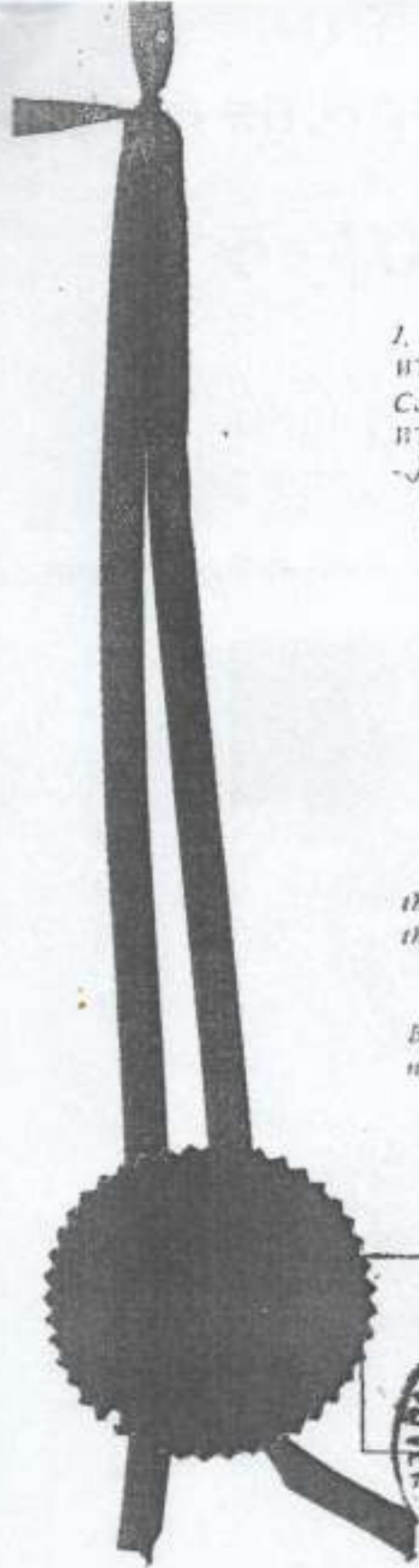
who has/have been properly identified, hereinafter referred to as the Executants(s), this the

THE EXECUTANTS(S) having admitted the Execution on the Paper Writings 'A' and being satisfied as to the Identity of the Executants(s) I have attested the Execution.

IN FAITH AND TESTIMONY WHEREOF, I, SWAPAN BANERJEE the Said NOTARY have hereunto subscribed my name and affixed my Seal of Office on this the

NOTARY

SWAPAN BANERJEE
 Regn. No. 17/1994
 D-18/1, Karunamoyee Housing Estate,
 Calcutta-700 091
 Phone 359-0204



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

H 577911



Nemai Chandra Roy

THIS DEVELOPMENT AGREEMENT made on the 6/6th day of August Two Thousand and Ten in the Christian Era BETWEEN SRI NEMAI CHANDRA ROY KARMOKAR, Son of Late Sallendra Nath Roy karmokar, by religion: Hindu, by Occupation- Business, residing at Bl- 151, Krishnapur Ghosh Para, Post-Office: Krishnapur, Police Station: Bagdaha (formerly, Rajarhat), Kolkata-700102, District: North 24 Parganas, hereinafter referred to and called as "LANDOWNER" (which terms or expressions shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, representatives and assigns) of the ONE PART;

Contd..P/2



SARADA CONSTRUCTION, a Proprietorship Firm, having its proprietor namely **SRI DEBASIS BISWAS**, son of Late Amulya Ratan Biswas, by Nationality: Indian, by Religion: Hindu, by Occupation: Business, residing and its principal place of business at 17/21, Dakshindari Road, Police Station Laketown, Kolkata- 700048, District: North 24-Parganas, hereinafter referred to and called as "**DEVELOPER**" (which terms or expressions shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successor-in-office, legal representatives, administrators, executors and assigns) of the **OTHER PART**.

WHEREAS One Sailendra Nath Roy Karmokar, since deceased, was the recorded owner of ALL THAT piece and parcel of land measuring an area of 01K-05Ch-10Sft (one Cottahs Five Chittacks Ten square Feet) be the same a little more or less in R.S.Dag No. 3143 under R.S.Khatian No. 676 And further ALL THAT piece and parcel of land measuring an area of 03K-10Ch-03Sft (Three Cottahs Ten Chittacks Three Square Feet) be the same a little more or less in R.S.Dag No. 3144 under R.S.Khatian No. 676 and all the aforesaid two plot of lands is appertaining to Mouza- Krishnapur, J.L.No. 17, Re.Sa. No. 180, Touzi No. 228/229 comprised within the local limit of Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City in Police Station- Baguiati (formerly- Rajarhat), Kolkata- 700102, District: North 24-Parganas and the said Sailendra Nath Roy karmokar died intested on 22.08.1979 leaving behind him only son namely Sri Nemai Chandra Roy Karmokar the Vendor herein and one daughter namely Smt. Mira Roy and the aforesaid properties including other properties and as such the aforesaid Nemai Chandra Roy and the aforesaid Mira Roy became the joint owners of aforesaid properties left by the said deceased Sailendra Nath Roy Karmokar having each of them being the owner of half share of all the aforesaid properties comprisig in R.S.Dag Nos. 3143 and 3144 left by the said deceased Sailendra Nath Roy Karmokar AND out of aforesaid lands the Vendor herein is owner of undivided half share having measuring an area of 0K- 10 Ch- 27 Sft (Zero cottah Ten Chittacks Twenty Seven Sqaure Feet) be the same a little more or less in R.S.Dag No. 3143 under R.S.Khatian No. 676 And further ALL THAT piece and parcel of undivided land measuring an area of 01K-13Ch-01Sft (One Cottahs Thirteen Chittacks One square Feet) be the same a little more or less in R.S.Dag No. 3144 under R.S.Khatian No. 676 being total an area measuring an area of 02K- 07 Ch- 28 Sft (Two Cottahs Seven Chittacks Twenty Eight Sqaure Feet) be the same a little more or less in aforesaid both dag numbers being R.S.Dag Nos. 3143 and 3144 having both in R.S.Khatian No. 676 appertaining to Mouza- Krishnapur, J.L.No. 17, Re.Sa. No. 180, Touzi No. 228/229 comprised within the local limit of Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City in Police Station- Baguiati (formerly- Rajarhat), Kolkata- 700102, District: North 24-Parganas having within the local limit of Rajarhat Gopalpur Municipality having lying and situated and identified as Holding No. RGN..... in Ward No. 34 (formerly 16) with free from all encumbrances fully and particularly described in the **FIRST SCHEDULE** written hereinbelow and hereinafter referred to and called as the "**SAID PROPERTY**" and has been enjoying the right, title and interest of the same without any hindrance and/or interruption from and/or by any other person or persons free from all encumbrances by paying proportionate rent to the Collector of North 24-Parganas for the Government of west Bengal and all taxes before the Rajarhat Gopalpur Municipality on mutating his name before the said Municipality as sole and absolute owner by making mutual partition by meats and bounds in all respect.

AND WHEREAS the Landowner desires to develop the "Said Property " by construction of a multi-storied building as permissible upto the maximum limit of the floors consisting of so many flats, godowns, garage, etc. by the Rajarhat Gopalpur Municipality and/or any other concerned authority/authorities but due to paucity of funds and lack of sufficient times the landowner could not be able to take any steps for the said development and as such the Landowner is searching a Developer for the said development work.

Nemai Chandra Roy
Mira Roy

AND WHEREAS the landowner herein approached his said intention to the Developer herein to develop the "Said Property" by construction of said multi-storied building at Developer's own costs and expenses on the sanction plan so to be sanctioned and/or permissible upto maximum limit of floors consisting of so many flats, godowns, garage, etc. by the Rajarhat Gopalpur Municipality and/or any other concerned authority/authorities from time to time on the full and total consideration as fully stated in the **SECOND SCHEDULE** written hereinbelow in the said proposed new building having been described therein as the 'Landowner's Allocation' and the Developer accepted and agreed to the above proposal of the landowner subject to condition that the Developer herein shall amalgamated the aforesaid property to other land/lands as desired by the Developer and thereafter to construct the aforesaid multistoried building/building on the all amalgamated plots of lands at its costs and expenses and the Developer shall realise all the above costs of building all other miscellaneous costs, expenses and benefits by selling the allocation of Developer as fully described in the **THIRD SCHEDULE** hereinafter having been described therein as 'Developer's Allocation' and all moneys therein shall be the sole property of the developer without any claim on the part of the landowner and the landowner also accepted the aforesaid intention of the Developer and as such both the parties herein to avoid any future dispute to prepare and execute this written Agreement on terms and conditions having been settled by and between the parties on mutual discussion.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY DECLARED AGREED BY AND BETWEEN THE PARTIES as follows:

*Nemani Chandra Rao
Rajarhat*

1.1 **BUILDING** shall mean upto maximum floors consisting of so many flats, godowns, garage, etc. to be constructed according to the plan including any modification and/or addition thereof sanctioned by the Rajarhat Gopalpur Municipality from time to time and to be constructed on the "Said Property" morefully and specifically described in the First Schedule written hereunder, and the said building is hereinafter referred to as the "SAID BUILDING".

1.2 **COMMON AREAS, FACILITIES AND AMENITIES** shall mean and include corridors, passages, ways, stairways, Lift with Lift Cases, driveways, gates, pump room, overhead water tank, water pump and motor, all rain water pipes, sewerage connection to the underground street sewerage, pipe lines, electric supply line to common areas, electric fixtures in the common areas, electric meter room, Septic tank, interior wall, including common maintenance and/or management of the building.

1.3 **SALEABLE SPACE** shall mean and include the space in the "Proposed New Building" available for independent use and occupation after making the provisions for common facilities and amenities and the space required therefore.

LANDOWNER'S ALLOCATION shall mean and include all the portions of the proposed constructed building as fully described in the **SECOND SCHEDULE** written hereinbelow. **TOGETHER WITH** undivided proportionate share of the 'Said Property' along with all common services amenities and facilities thereof as stated in definition 1.2 written hereinabove so to be constructed on the specification as given in **FOURTH SCHEDULE** written hereinbelow in pursuance of the plan sanctioned by the Rajarhat Gopalpur Municipality and/or any other appropriate authority/authorities.

1.5 **DEVELOPER'S ALLOCATION** shall mean all the remaining portion of the entire building save and excluding Landowner's allocation including the common facilities, common parts and common amenities of the building together with undivided proportionate share of said property absolutely shall be the property of the Developer after providing the Landowner's allocation as aforesaid. The Developer's allocation is fully described in the **THIRD SCHEDULE** written hereinbelow.



1.6 ARCHITECT shall mean such person or persons or firm being appointed by the Developer for all designing, planning and supervising the building on the said premises.

1.7 TRANSFER with its grammatical variation shall include transfer of possession and any other means adopted for effecting what is under the landowner as a transfer of space in the said building to intending Purchasers thereof.

1.8 TRANSFEROR shall mean and include said SRI NEMAI CHANDRA ROY KARMOKAR AND SARADA CONSTRUCTION, a Proprietorship Firm, having its proprietor namely SRI DEBASIS BISWAS, son of Late Amulya Ratan Biswas, having its principal office at 17/21, Dakshindari Road, Police Station: Laketown, Kolkata- 700048, District: North 24-Parganas, the Developer herein as Confirming Party.

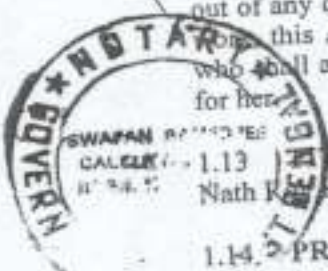
1.9 UNIT shall mean and include the flat, shops, car parking space and/or other covered area in the said building which is/are exclusively be used, owned and enjoyed by any Unit Owner after purchasing the same and which shall not be treated as common area and facility thereof.

1.10 TRANSFEREE/ UNIT OWNER shall mean a person or persons, Firm, Limited Company, Association or Association or persons to whom any Space/Unit in the said building shall be transferred by virtue of these presents.

*Nemai Chandra Roy
Debas Biswas*

1.11 BUILDING PLAN shall mean such plan prepared by the Architect at the costs, expenses and supervision of the Developer and approval by the Landowner having been sanctioned by the Rajarhat Gopalpur Municipality and/or any other appropriate authority/authorities for construction of the building, including its modification amendment and renewal thereof.

1.12 LAWYER shall mean and include Mr. Arun Kumar Ray, Advocate of BF-1/B, Rabindrapalli (Krishnapur), P.O.- Prafulla Kanan, Kolkata-700 101 being appointed by the Developer and who shall be in-charge of all legal acts, deeds, settlement and contract arising out of any dispute to any person(s), including the landowner in respect of said development under this Agreement and any other Agreement(s) for Sale with intending Purchasers and who shall act as arbitrator. But the landowner shall have right to appoint separate advocate for her.



1.13 TITLE DEED shall mean and include the 'parcha' in the name of Late Sailendra Nath Karmokar & others, the father of the Vendor herein.

1.14 PREMISES shall mean and include the "Said Property" as fully described in First Schedule written herein below.

1.15 COMMON EXPENSES shall mean and include all expenses to be borne by the unit Owners for the management and maintenance of common areas after completion of the said building including the said premises.

1.16 WORD imparting singular shall include plural and vice-versa.

1.17 PROJECT shall mean and include the work of the Development undertaken to be done by the Developer in terms of this Agreement along with on the terms and conditions of owners of other amalgamated plots of lands till the development of the said premises including the amalgamated plots of lands is completed and the possession of the completed unit in habitable condition is taken over by all unit Owners with registration.

2. This Agreement shall be deemed to have commenced on and with effect from the date month and the year first above written.

3. That in lieu of the consideration written in the Second Schedule hereunder the Landowner granted right to the Developer to undertake the said Development work at Developer's own costs and expenses by construction of proposed multi-storied building upto the maximum limit of floors consisting of so many flats, shops, garages, godowns, etc. on the "Said Premises" so desire by the Developer in pursuance to the sanction plan so to be sanctioned from time to time along with any subsequent modification, rectification, addition, alteration and renovation thereof so to be approved by the Rajarhat Gopalpur Municipality and/or any other concerned authority/authorities from time to time subject to condition that the Developer shall use the said land in any purpose what the Developer likes without taking any written and/or oral permission from the Landowner save and except the construction of multi-storied building as mentioned in this agreement with further condition to recover all the said Development costs and expenses of the building/buildings as well as the price of the proportionate area of the said premises by sale, mortgage, lease etc. and/or in any other mode of transfer in whatever manner including the terms of Transfer of Property Act, 1882 of its (Developer) allocation as fully and particularly described in the **THIRD SCHEDULE** written hereinbelow and in such transfer the Landowner shall sign, execute and/or register as well as shall sign all necessary papers, documents, agreement for sale, if needed, as Vendor in the said transfer in pursuance of direction of the Developer. But the Landowner shall not invest any money for the aforesaid development project save and except the costs to be borne by the landowner as stated in this Agreement.

4. The Landowner is now absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises as sole and absolute Owner with free from all encumbrances having marketable title thereof and without receiving any notice for acquisition and requisition from any authority having been beyond the ceiling limit under the Urban Land (Ceiling and Regulation Act, 1976) and being not attached with any suit decree or order of any Court of Law or due to Income Tax or Revenue or any Public Demand whatsoever. In spite of that if there is any title dispute in respect of the said premises then the landowner shall have full responsible and shall dissolve the same at own costs and expense within a very short time preferably within seven days from the date of arising out of the said dispute otherwise the landowner shall give the compensation to the Developer which the Developer will suffer for the said title dispute and/or delay for dissolving the said title dispute.

5. That the Landowner in pursuance of this Agreement shall handover the peaceful physical vacant possession of the said premises for the said Development Project to the Developer simultaneously on and from the date of execution of this Agreement and the same shall remain with the Developer till the completion of the project and taken over the possession with registered Deed of Conveyance(s) by each of unit-owners thereof and the Developer shall have every right to start all kinds of development works of the project on and from the date of signing of this Agreement including to obtain the sanctioned building plan from the Rajarhat Gopalpur Municipality.

6. That the Landowner on the day of signing of this Agreement have executed and registered a General Power-of-Attorney on ⁰¹⁻¹³⁻⁰⁸⁻²⁰¹⁰ 13th day of August, 2010 having been recorded in Book No. IV under Deed No. 745 for the year of 2010 in favour of sole proprietor namely Sri Debasis Biswas, of the Developer herein. But it is further agreed by and between the parties hereto that by dint of said power of attorney the Developer herein have been authorised to do all acts as necessary for the completion of construction of the building of the project as well as to make Agreement for Sale and/or any other documents for sale in respect of selling of any Unit/Units along with undivided proportionate share of land by taking full and/or part of sale price or consideration money thereof with power to sign, execute and present before any registering authority all agreement for sale, deed of conveyance/conveyances and register thereof on behalf of the Landowner in favour of the intending Purchaser/Purchasers in respect of the Developer's Allocation in spite of whatever written in the said power of attorney. It is further agreed that the money accrued by the Developer to sell its allocation as written in this Agreement by the aforesaid Registered



Manoj Chandra Reg
Debasis Biswas

General Power-of-Attorney to the intending Purchaser or Purchasers of any Flat/Flats, Shops, Garages etc. shall be treated as the sole property of the Developer in spite of written whatsoever in the 'Said Registered Power-of-Attorney'. The Developer shall not deposit any amount of any sale proceeds, advance, booking, etc. to the account of Landowner as written in the 'Said Power-of-Attorney'. The developer herein is the sole owner of the amount of the aforesaid sale proceeds. The Landowner undertakes that he has no claim at present and shall not have in future on the aforesaid amount. The Developer herein shall have every right to make any construction in the building if so to be thought by the Developer at his own costs and expenses including to pay all taxes from the date of taking possession of the 'said premises' in spite of whatsoever written in the 'Said Registered Power-of-Attorney'. However, the landowner specially declares and undertakes that he on and from the date of registration of the said general power-of-attorney voluntarily forgoes his all rights to cancel the aforesaid registered Power-of-attorney without prior written consent and/or permission of the developer by showing any reason/reasons thereof in as much as the said registered general power-of-attorney is related with this development agreement for recovering all the said development costs and expenses of the proposed new building as well as the price of the proportionate area of the said premises and if the Landowner violets the aforesaid terms then the said cancellation of aforesaid registered general power-of-attorney shall be null and void in the eye of law and the aforesaid registered general power-of-attorney shall have same force as it was prior to cancellation thereof and also landowner shall be liable to pay compensation what the developer demands without making any objection thereof and further as per direction of the Developer the landowner shall be compelled to register further registered general power-of-attorney at his own costs and expenses in favour of the developer. It is further specially agreed by and between the landowner and the developer hereto that the Developer shall complete the construction of the said proposed multistoried building at his own costs and expenses and taking all liabilities regarding construction in spite of whatever written in the aforesaid registered power-of-attorney being Deed No. 245 of 2010. It is specially agreed by and between the parties hereto that the Developer shall henceforth use the aforesaid registered power-of-attorney for selling its allocation as fully written in the Third Schedule written hereinbelow in spite of whatever written in the said registered power-of-attorney. However, the Landowner shall grant its further powers, authorities from time to time to the Developer and/or its nominee or nominees about completion of the project for doing various works related thereto including, if needed by the Developer. *But the Developer shall have no power to sell any allocation of the landowner's allocation by the said registered general power-of-attorney.*



Kadambu
Nemani Chandra Reddy

7. That all applications, building plan along with alteration, modification and addition thereof and other papers and documents, if any, needed by the Developer for the purpose of the sanction of the building plan and/or other purposes to be required for the said development project shall be prepared by the Developer at its own costs and expenses in the name of the Landowner without reimbursement the same from the landowner and the Landowner shall sign on the said plan/plans, applications, papers, documents, etc. as and when the Developer asked for the same without demanding any remuneration and/or money for the same.

8. That the Developer is empowered by this agreement as attorney for the Landowner from the date hereof to collect full and final consideration money by giving receipt thereof from the intending Purchaser/Purchasers on sale of its allocations with executing necessary Agreement/Agreements and other documents and conveyances at the price what the Developer may deem fit and proper without any interference of the Landowner and/or other person/persons on behalf of the Landowner. However the Developer shall make over possession of the Landowner in accordance with the Landowner's allocation as written in the Second Schedule of this agreement within the stipulated as mentioned in this agreement.

9. That the Developer shall be authorised in the name of the Landowner, if necessary, to apply for temporary and/or permanent connection for electricity, sewerage, drainage,

water and/or other facilities, if needed, for the construction of the building as well as completion of the project at the costs of the Developer.

10. That the Developer shall complete the construction of the "Said Building" at its costs and expenses in pursuance of the sanctioned building plan within the time as developer may deem fit and proper according to his own decision but the Landowner's allocation in terms of Second Schedule hereinbelow should be given to the Landowner by aforesaid 36 (thirty six) months with further additional period of 6 (six) months, if needed, and both the cases the time shall be computed on and from the date of obtaining of the sanctioned building plan from the appropriate authority/authorities after amalgamation of the 'said land' with other property/properties as decided by the Developer exclusively.

11. That the stipulated time for construction is stated in Paragraph 10 (Ten) hereinabove shall be extended if the Developer is prevented to continue the Development work of the project by any unforeseen reasons in whatsoever nature and/or manner beyond the control of the Developer and/or force majeure and in that case the time so to be expired should be extended further beyond the aforesaid contractual period without raising any objection from the part of the Landowner.

12. That the Landowner shall pay all taxes, fees, outgoings and etc. including arrears to the Government, Rajarhat Gopalpur Municipality and/or any other authority/authorities and/or any other authority/authorities in respect of said premises till the date of handing over the peaceful vacant possession in respect of the 'Said premises' to the Developer and thereafter all the taxes, rates, fees, outgoings etc. including the costs of mutation charges before the concerned Municipality in respect of the said premises shall be borne by the Developer without realisation the same from the Landowner and/or his allocated portion till the date of handing over the allocation to the respective flat owners including landowner.

13. That if any dispute arises regarding the title and ownership of the said premises of the Landowner herein from any persons or any corner then the Landowner at his own costs and expenses to clear the said property having establishing of right, and marketable title in the name of Landowner with free from all encumbrances. Though the Landowner admits that no suits and/or proceedings and/or litigations are pending before any Court of Law of the said property or any part thereof. If fails, then he will be liable to pay the costs and expenses, which the Developer incurred for the said project till that date, to the Developer.

14. The Landowner herein shall answer and comply with all requisitions made by the Advocate of the Developer for establishing of right, title, and interest of the Landowner in the said property. The landowner hereby further undertakes that the developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbance

15. That the Landowner shall not claim any other consideration in any manner save and except the Landowner's allocation as written in the Second Schedule hereinbelow having been considered as full and final consideration and/or price of the said premises and the Developer shall have exclusive right to sell rest of the project by construction of multi-storied building upto maximum number of floors consisting of so many flats, godowns, garages, etc. so to be sanctioned by the Authorities from time to time to realise the development costs and expenses including other miscellaneous expenses of the Project and in that sale proceedings the Landowner shall join therein as Vendor, as per direction of the developer.

16. The respective flat owners of each of the flats shall bear the costs of preparation, stamping charges, registering fees remuneration of Advocate and/or other necessary charges/fees in connection with the registration of Agreement for Sale and Deed of Conveyance to purchase their respective flat/flats.



Nandan Chandra Ray
Rajarhat Gopalpur

- 17. That the Developer shall choice/fix the name of the building and that will be final.
- 18. That the Landowner during the continuance of the development work of the project shall not cause any impediment or hindrance or obstruction in whatsoever nature and/or manner in the construction of the proposed building and/or project caused by the Developer.
- 19. That the Developer shall obtain the electric connection on entirety of the building/buildings from WBSEDCL including the Landowner's allocation but all the flat owners, including the Landowner, and/or each of their nominee(s) shall pay the proportionate amount of total costs to the Developer for the said electric connection including all expenses for electric meter and connection in their respective Flat or Flats.
- 20. That the Landowner shall after taking possession of his allotted allocation have liberty to transfer, sale, lease and/or handover in any manner of his allocation only as stated herein to any of his nominee, nominees and/or any Third Party whatever he thinks fit and proper without taking any prior permission in any manner from the Developer subject to condition that such transfer shall be conformity with the transfer Agreement as drawn by the Advocate of the Developer and also such transferee shall abide by all the Terms, Rules and Regulations for maintenance of the building adopted by the Developer till the date of handing over the building to the Association. But all expenses including stamp duty, registration charge, Advocate's fees and other necessary expenses of that aforesaid transfer shall be borne by the landowner and/or his nominee/nominees.



21. That the Landowner shall not sell, lease, mortgage, let out and/or charge the said premises and/or any part thereof to any Third Party on and from the date of execution of this Agreement to till date of completion of the project including subsisting of this Agreement and also the landowner shall not do any acts, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any portion fallen under the Developer's allocation in the said proposed building. It is further declared by the Landowner that he did not sign and/or execute any agreement in any manner with any Third Party in respect of the First Schedule Property and subsequently if any short of agreement/agreements is/are found then the same will be treated as automatically cancelled by dint of this agreement.

22. That upon completion of the Landowner's allocation as stated herein the Developer shall place the Landowner and/or his nominee(s) in undisputed possession at his respective allocation within the stipulated time as stated hereof subject to comply with all terms and conditions on the part of the Landowner as written in this Agreement.

Handwritten notes:
 Names of Landowner
 Rajarhat Gopalpur

23. That the Landowner including other unit/flat owners shall bear the proportionate Municipal Taxes, fees and/or other outgoings in respect of the said building and premises in which the allocation of the landowner's will be handed over including the services charges for common areas proportionately according to each of their occupied area from the date of taking possession of each of their respective unit/flat. But each of the unit owners prior to mutation of their respective flats before the Rajarhat Gopalpur Municipality in their respective names shall pay the aforesaid taxes including common services and maintenance charges of the building to the Developer as suggested by the Developer till the date of formation of Association/Society by all unit Owners at their own costs and expenses of the said building.

24. The Developer hereby undertakes to keep the landowner indemnified against any Third Party claims, suits, costs, proceedings and claims from any Third Party including any Government and/or statutory authorities and/or adjacent neighbour (s) which may arise out of the Developer's actions with regard to the Development and/or construction of the building on the said premises. In case, any accident happens during construction then the Landowner shall not be liable for that.

25. IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES HEREIN as follows: -

- (i) The landowner including other flat owners will not 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 and activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- (ii) The respective owners in each of their respective fields shall abide by all laws, byelaws, rules and regulations of the Government, statutory bodies and/or local bodies as the case may be.
- (iii) The respective Owners 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 and shall keep the other or them and/or the occupation of the building indemnified from and against the consequence of any branch.

The landowner shall permit the Developer and its servants and agent with or without permission at all reasonable times with prior notice by giving reasonable time to enter into and upon the Landowner's allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, drains and pipes, electric wires and for any other similar purpose and the landowner shall have the same right to enter into other's flat on similar purpose.



26. The Developer shall not transfer and/or assign the Landowner's allocation or any portion thereof in any manner to any person(s) save and except to the landowner and/or his nominees/nominees.

27. That the Landowner shall have no right or power to terminate this Agreement and any Power of Attorneys given in favour of the Developer till the completion of the aforesaid development project including to sell the Developer's Allocation as written in the Third Schedule hereinbelow to all intending Purchaser/Purchasers without any prior written permission from the Developer and the Developer shall preserve his right to give permission at his discretion. But if the Developer fails to handover the allocation of landowner within the time as mentioned in paragraph nos. 10 and 11 herein above then in that event the Developer shall pay Rs. 1500/- (Rupees one thousand five hundred) only for each month delay to the landowner as compensation till the date of handing over the allocation to the landowner for non cancellation of development agreement and the registered General Power-of-Army till completion of entire project of this land along with amalgamation with other lands.

Noman Chandra Ray
Notary at Calcutta

28. That the Developer shall be entitled to make advertisement in all kinds of newspapers and/or in other manners which the Developer may deem fit and proper including the fixing of hoarding/signboard on the said premises inviting the intending Purchaser/purchasers to purchase the Flats/Garages/Covered Spaces fallen under the Developer's allocation till the date of completion of the said development project.

29. The Landowner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the landowner and the Developer in any manner, nor shall the parties hereto be constituted as Association of persons.

30. That the landowner shall handover to the Developer the certified copy of all title documents /papers what he possessed simultaneously with the execution of this Agreement as well as he produces all the documents/papers comes in her possession in future in respect

of the said premises. But the Landowner shall produce and/or handover the original copy /copies in respect of aforesaid documents as and where required by the Developer to sell its allocation. But the Landowner shall handover all original of the above documents forever to the Developer simultaneously with taking possession of his allocation.

31. The Developer shall make scheme, rules, regulations and bye-laws for the management and the administration of the said building and/or common parts thereof and all the units/flats owners shall abide by the same without raising any objection till the date of frames of any further Rules regulations etc. by the Society/Association/Organisation to be formed by the Landowner and other flat Owners at their own costs and expenses.

32. That all the flat owners including the Landowner will have rights in respect of the last top roof as declared by the Developer in the said new multi-storied building to be used jointly in the manner what they like.

33 Any notice required to be given by the Developer to the landowner shall without prejudice to any other mode of service available be deemed to have been served on the Landowner if delivered by hand and duly acknowledgement and shall likewise be deemed to have been served on the Developer by the Landowner if delivered by hand and acknowledged or otherwise sent by prepaid Registered Post with Due Acknowledgement by either of the party to the others at the address given herein.

34. That the Landowner shall have only liberty to inspect the construction of his allocated portion exclusively during the construction and liberty to give suggestion for construction of his allocated area as well as he may observe the construction of the building..

35. The Developer hereby covenants with the Landowner that the Developer will keep harmless in respect of the allocated portion of the Landowner and without hampering her interests and the Developer shall be entitled to sell, convey and transfer its allocated portion to others at its own risks and responsibilities.

36. That the Developer shall have right and/or authority to deal with the said property to negotiate with any person/persons and/or enter into any contract and/or agreement and/or borrow money and/or take advance against their allocation along with acquired right under this agreement from any bank and/or financial institution without mortgaging, transferring, alienating the Landowner's allocation as written in this agreement.

37. That the Developer shall be authorised to sign in its own name as Attorney on behalf of the Landowner by dint of Power-of-Attorney at the time of signing any agreement(s) for sale with the intending purchaser/purchasers for selling and/or booking of the Developer's Allocation

38. It is understood that from time to time facilities the construction of the said building by the developer various act, deeds, matters and things not hereby specified may be required to be done by the developer 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 related to which specific provisions may not have been mentioned herein. The owners hereby undertake to do all such as acts, deeds, matters and things and when required and the owners shall execute any such additional power of attorney or authorization as may be required by the developer for any such purposes

39. That all disputes and differences arising out of this Agreement shall be referred to Mr. Arun Kumar Ray, Advocate for arbitration who shall act, as Arbitrator having Power of summary procedure and may or may not keep any record of arbitration proceedings and shall be governed by the provisions of Indian Arbitration and Conciliation Act, 1996 with all modification for the time being in force and whose decision shall be final and binding all the parties herein.



Notary Public
Nomeni Chandra Ray

40. That the developer shall have right to amalgamate the said plot of land with other adjoining plot holders in the manner whatever the developer likes without taking any prior and/or subsequent permission from the landowner along with any demand of money and/or kind in whatsoever manner and/or nature by the Landowner from the Developer.

41. As soon as the building at the said premises is completed, the developer shall give written notice to the landowner requiring the landowner to take possession of the landowner's allocation in the building then after 30 days from the date of service of such notice and at all times there after the landowners will be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rate') payable in respect of the owner's allocation only on prorata basis.

42. As and from date of service of taking possession the owner 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 charge are to include proportionate share of premium for the insurance of the building water, fire and damaging charges and taxes, light sanction and maintenance occasional repair and renewal charges, for all connection and management of common facilities, renovation, replacement, repair and maintenance chargeable expenses for the building and for all common writing pipes electrical and mechanical equipments, pumps motors and other electrical and mechanical installation, appliances, stairways and other facilities whatsoever as may be mutually agreed from time to time.

43. It is further declared by the Landowner herein that in case of his death prior to the completion of project then in that event all his legal heirs will sign all the paper/papers, document/documents, deed of conveyance, etc. without taking any further demand of money in the same terms and conditions as written herein along with without bringing any suit and/or case against the Developer herein..

44. That it is specially agreed by and between the parties hereto that if no building/buildings are constructed as per design of the building plan designed by the architect by the developer then in that event the Landowner is agreed to accept his allocated four flats as mentioned in the Second Schedule written hereinbelow to any other building on amalgamated plot of lands as given by the Developer without raising any objection thereof subject to bearing all necessary costs and expenses thereof for preparation of document regarding the title thereof.

45. The Court of North 24-Parganas alone shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF LAND/PREMISES)

ALL THAT Piece and Parcel of land measuring an area of 02K- 07 Ch- 28 Sft (Two Cottahs Seven Chittacks Twenty Eight Sqaure Feet) be the same a little more or less in aforesaid both the dag numbers being R.S.Dag Nos. 3143 and 3144 having both in R.S.Khatian No. 676 appertaining to Mouza- Krishnapur, I.T. No. 17, Re.Sa. No. 180, Touzi No. 228/229 comprised within the local limit of Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City in Police Station- Baguiati (formerly Rajarhat), Kolkata- 700102, District: North 24-Parganas having within the local limit of Rajarhat Gopalpur Municipality being lying and situated and identified as Holding No: RGM Ward No. 34. (formerly 16) being butted and bounded as follows :-

ON THE NORTH: By Land of Susanta Roy & Ors;

ON THE SOUTH: By Land of Dilip Roy Karmakar & Ors;



*Memorandum
of
the
landowner*

ON THE EAST: By 30' feet wide Krishnapur Road;
ON THE WEST: By Land of Smt. Mira Roy.

SECOND SCHEDULE ABOVE REFERRED TO
(LANDOWNER'S ALLOCATION)

ALL THAT Four consisting of self-contained Flats having out of which TWO FLATS having each measuring an area of 650 (Six hundred fifty) Square Feet super built up area on the FIRST FLOOR AND further TWO FLATS having each measuring an area of 700 (Seven hundred) Square Feet super built up area on the SECOND FLOOR as decided by the developer on construction new proposed multistoried building upto maximum limit of floors TOGETHER WITH proportionate share of stair cases, lift with lift cases and lobby so to be constructed on the specimen as written in the Fourth Schedule written hereunder along with right to use of common services, amenities and facilities as determined from time to time by the Developer Together With undivided share of land. The Landowner shall further get a sum of Rs. 5,00,000/- (Rupees five lacs) only as forfeited money And all the above Four flats and above forfeited money shall be treated as total price and/or consideration money payable to the Landowner for transfer of the right title and interest in the 'Said Property'. The Landowner shall not claim any other consideration in whatsoever manner.

The aforesaid Rs. 5,00,000/- (Rupees five lacs) only shall be paid by the Developer to the Landowner in the manner as described herein below as follows:-

- i). A sum of Rs. 1,00,000/- (Rupees one lac) only as advance to the Landowner along with the execution of this agreement which the Landowner has acknowledged the same in memo of consideration as written hereinbelow.
- ii). A sum of Rs. 4,00,000/- (Rupees four lacs) only at the time of handing over possession of the landowner's allocation subject to further condition that if the landowner need any money prior to the date as mentioned herein then in that event the Landowner shall be entitled to take upto Rs. 1,00,000/- (Rupees one lac) only in any time from the developer and the developer shall pay the same on demand of the landowner.



THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

DEVELOPER'S ALLOCATION shall mean all the remaining portion of the entire building (excluding owners' allocation as stated in Second Schedule written hereinabove) including the common facilities common parts and common amenities of the building along with undivided proportionate share of the "said Property/Premises" absolutely shall be the property of the Developer after providing the Owner's allocation as aforesaid and together with the absolute right to the Developer to enter into Agreement for Sale, registration of Deed of Conveyance/Conveyances and taking all sale price partly and/or fully from intending purchaser/purchasers in any manner what the Developer thinks fit and proper as the absolute owner thereof along with absolute power of handing over any possession thereof with and/or without registration to any intending purchaser/purchasers.

Nirmal Kumar
Nirmal Kumar

FOURTH SCHEDULE ABOVE REFERRED TO
(GENERAL SPECIFICATION)

- 1. FOUNDATION: R.C.C. Column foundation and R.C.C. Framed structure .

2. **WALL:** 8" Thick Brick work for out side wall and 3" Thick Brick work all inside wall.
3. **PLASTERING :** Sand Cement Mortar Plaster on inside and outside walls, ceiling etc.
4. **DOORS :** Wooden Frames with general quality of local Wood and commercial Flush door for shutters on standard size fitting with handle and one household, one ring and one bolt for each main door and one ring and one bolt for each of the inside flash door. The PVC frame with palla will be fitted in each kitchen, toilet and W.C., if any. But the frame of the main door of Landowner's flat will be made by malaysia sal and all inside doors and palla by 'Gama' wood and all inside doors will be flash doors.
5. **WINDOWS:** Iron window with glass panel including Glass of 3mm thick and M.S. Gril.
6. **KITCHEN:** Black stone over platform with a Black stone sink fitted with one Bib cock point 2'-0" height over oven platform also with white local glaze tiles finishing.
7. **TOILET** Grey Mosaic with Multi Colour 2B chips with grey cement in SITU paneled by the glass strip on floor and dado 5'-0" height finished with white local glaze tiles. One Indian Type water close (Pan) for single toilet and one Extra English Type commode only for W. C. if provided including P.V.C. Lowdown Cystem. One C.P. bib cock point, one C.P. shower point shall be provided in one toilet. But in case of landowner's allocation the marbel will be provided in place of situ mosaic.
8. **FLOORING:** Mosaic Flooring, Dado, skirting etc. with Multi colour Marble chips and white Cement cast in SITU by panelled Glass Strip.
9. **DINING/DRAWING:** One white local wash basin.
10. **PLUMBING SANITATION:** Blue P.V.C. pipe to be used for outer and inner water connection as concealed works and P.V.C. Hydensity sanitary pipes and Fittings will be provided.
11. **LIFT:** as decided by the Developer having sole discretion to take decision thereof with carrying four passengers.
12. **ELECTRIC:** All wiring will be concealed upto two light, one fan and one 5 amp plug points in each bed room and one light and one Exhaust fan point and one 5/15 amp plug point for in each kitchen and two light, one fan, one 5 amp plug, one TV point and one telephone point in each Drawing-cum-dining room and one light point in each Toilet will be provided.
13. **PAINTING:** Plaster of paris will be provided on Inner side walls & ceiling of Flats and to the outer walls of the Building will be finished with snowcem.
14. **WATER SUPPLY:** Water supply will be provided by Deep Tubewell with pumps through over head reservoir.
15. **COMMON FACILITIES:** Septic Tank, Water Supply Arrangements, Path ways, Boundary wall, Roof, Care Taker's Room if provided, Meter space, stairs, lift with lift cases and others as stated hereinabove.
16. **ELECTRIC METER:** Charges of procurement of Main Electric Meter will be provided on paid separately by the individual Flat Owners and the Landowner. In case of



*Memorandum
of
the
Landowner*

Installation of Transfer, the costs of the same are also to be borne by all flat owners. All the cases charges will be paid proportionately.

17. EXTRA WORK: Any extra work viz. difference costs of situ mosaic and marbel, 3/4th part of balcony grill costs, cost of collapsible gate and other works then our standard specification given hereinabove shall be as extra work and such amounts shall be paid by the respective flat owners before execution of the work. The rates will be as per prevailing market rates to be decided by and between the parties. No outsider will be allowed for doing the said extra work(s).

18. TRANSFER & REGISTRATION : The costs and expenses of Sale Deed, Agreement, stamp Papers, Registration Charges, Advocate's Fees, other duties and charges as applicable on the date of Transfer and Registration shall be charged on account of the owners.

19. LIFT: Standard quality of lift carrying capacity of four persons.

IN WITNESS WHEREOF the parties have executed these presents on the day, month year first written above.

SIGNED, SEALED AND DELIVERED by the LANDOWNER & DEVELOPER at Kolkata in presence of witnesses:

1. Jharna Roy
490 Sri Nimai Chandra Roy
B1-181, Krishnapur Gosh Para
P.S. Bagwanti, Kat-700102.
Dist north 24-parganas.

Nomal Chandra Roy
Signature of the Landowner

Bikash Maj
Signature of the Developer

Bikash Maj
490 Sri Satangshu Nag
K/12, Sakshinidhi Road
Kat-48.



16 AUG 2018

L.T. (7) Signatures (S) of the Executant situated by me as Identification

Swapan Banerjee

SWAPAN BANERJEE
Notary, Calcutta, India
Govt. of W.B. Regn. No. 11740
B-18/1, Karunadeyee Sankar
Estate, Calcutta-700 001.

Drafted by me and prepared in my office:-

Arun Kumar Ray
Mr. Arun Kumar Ray
Advocate
High Court, Calcutta.

MEMO-OF-CONSIDERATION

I, the Landowner received from the withinnamed Developer a sum of Rs. 1,00,000/- (Rupees one Lac) only by an A/C payee cheque simultaneously with the execution and signing of this agreement being the part payment towards forfeited money as mentioned hereinabove and admit the same in presence of WITNESSES: -

MEMO

A sum of Rs. 1,00,000/- only by an A/C Payee Cheque No. 051619, dated 13-8-2012, drawn on Allotment Bank at Uttadanga Branch

Nomeni Chandra Dasg

WITNESSES:-

1. Tharna Roy
2. Bikash Dasg

Nomeni Chandra Dasg
Signature of the Landowner



OF THE
DISTRICT
JUDGE/CLERK/
JURY/COURT
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

PHOTO <i>Nemai Chandra Das</i>	LH.					
	RH.					

ATTESTED :- *Nemai Chandra Das*

PHOTO <i>Keshin Sharma</i>	LH.					
	RH.					

ATTESTED :- *Keshin Sharma*

PHOTO	LH.					
	RH.					

ATTESTED :-

