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Registrar (1/5/7(2) of Registration Act 1908 Alipore, South 24 Parganas

DEVELOPMENT AGREEMENT

October, Two Thousand Seventeen (2017) A.D.

BETWEEN (1) SMT. RUMA NASKAR, PAN - BAOPN7795N, wife of Late Sambhu Nath Naskar, by Nationality - Indian, by faith - Hindu, by occupation - Household work, (2) SRI PRADIP NASKAR, PAN - ACYPN3371P, son of Late Sambhu Nath Naskar, (3) SRI DILIP NASKAR, PAN-BHIPN8011L, son of Late Sambhu Nath Naskar, both by Nationality -Indian, both by faith - Hindu, both by occupation - Business, all are residing at Mahamayapur School Road, Post Office -Garia, Police Station - Sonarpur, Kolkata - 700084 and (4) SMT. MAMANI BISWAS, PAN - DHHPB4027B, wife of Sri Karnadhar Biswas, daughter of Late Sambhu Nath Naskar, by Nationality - Indian, by faith - Hindu, by occupation -Household work, residing at Village - Gobindapur, Post Office - Rampur, Police Station - Kotoali, District - Nadia, PIN -741234, hereinafter shall be called, mentioned and referred to as the "OWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and/or assigns) of the ONE PART.

"ABHINANDAN CONSTRUCTION", ABCFA8714E, a Partnership Firm, having its registered Office at Mahamayapur School Road, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, represented by its Partners namely (1) SRI APURBA PRADHAN, PAN -BIIPP3505J, son of Late Binoy Pradhan, by Nationality -Indian, by faith - Hindu, by occupation - Business, residing at Mahamayapur School Road, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, (2) SRI AVIJIT PRADHAN, PAN - BVYPP4515K, son of Late Binoy Pradhan, by Nationality - Indian, by faith - Hindu, by occupation -Business, residing at Mahamayapur School Road, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, (3) SRI ASHIS DOLUI, PAN - AXJPD4489N, son of Sri Prabhat Dolui, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at Mahamayapur School Road, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084

and (4) SRI BISWADEEP SENGUPTA, PAN - DAPPS6472C, son of Sri Pradip Kumar Sengupta, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at Mahamayapur School Road, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, hereinafter called and referred to as the "BUILDER" (which expression shall unless excluded by or repugnant to the context hereto be deemed to include their executors, administrators, legal representatives and/or permitted assigns and/or permitted nominee or nominees) of the SECOND PART.

TITLE HISTORY OF THE LAND/PROPERTY

WHEREAS one Kalicharan Naskar by an Indenture of Partition Deed executed on 04.11.1962 and same was registered on 05.11.1962 in S.R. Baruipore Office and recorded in Book No. I, Volume No. 106, Pages 257 to 265, Being No. 9512 for the year 1962 became sole and absolute owner of the landed property measuring about of 7 (seven)

Cottahs 1 (one) Chittak 24 (twenty four) Sft. more or less together with old tile shed structures standing thereon, lying and situated at Mouja - Barhans Fartabad, Pargana - Medanmolla, J.L. No. 47, under Collectorate Touzi No. 109, recorded as Revenue Survey No. 7, comprising in R.S. Dag No. 666(P), appertaining to R.S. Khatian No. 453, at present within the limits of the Rajpur-Sonarpur Municipality, Ward No. 28, under Police Station - Sonarpur, District 24 Parganas (South) together with all sorts of easement right over the adjacent 10'-0" wide Road to the said property.

AND WHEREAS the said Kalicharan Naskar during his life time he was in possession and enjoyment of the said property by paying the rents and taxes in his name before concerning authorities. The said Kalicharan Naskar died on 04.05.1977 leaving behind him only son Shambhu Nath Naskar since deceased and two daughters namely (1) Smt. Sundari Biswas and (2) Smt. Shital Dasi as his legal heirs and successors to inherit his landed property equally 1/3rd share each thereon.

AND WHEREAS the said Shambhu Nath Naskar was became owner of the said undivided property measuring about 2 (two) Cottahs 5 (five) Chittaks 38 (thirty eight) Sft. and during his life time he was in possession and enjoyment of the said property by paying rents and taxes in his name before concerning authorities. The said Shambhu Nath Naskar died on 11.09.1988 leaving behind his wife SMT. RUMA NASKAR (the Owner No. 1 herein), two sons namely SRI PRADIP NASKAR (the Owner No. 2 herein), SRI DILIP NASKAR (the Owner No. 3 herein) and one daughter namely SMT. MAMANI BISWAS (the Owner No. 4 herein) as their legal heirs and successors to inherit his property jointly and they are in peaceful possession and enjoyment of the said property as absolute owner thereof.

AND WHEREAS by an Indenture of Conveyance in Bengali bearing dated the 7th May, 2010 and registered in D.S.R.-IV, Alipore Office and entered in Book No. I, CD Volume No. 13, Pages 681 to 694, Being No. 03534 for the year

2010 ALL THAT piece and parcel of undivided 2/3rd share of bastu land measuring 4 Cottah 11 Chittaks 31 Sft. be the same and/or a little more or less together with a 300 Sft. old tile shed structure standing thereon comprising in R.S. Dag No. 666(P) appertaining to R.S. Khatian No. 453, lying and situated at Mouza - Barhans Fartabad, J.L. No. 47, under Collectorate Touzi No. 109, Recorded as Revenue Survey No. 7, Pargana - Medanmolla, presently within the limits of the Rajpur-Sonarpur Municipality, Ward No. 28 under Police Station - Sonarpur, Additional District Sub-Registrar Office -Sonarpur, in the District of South 24 Parganas were sold by then the lawful and rightful owners namely Smt. Sundari Biswas, wife of Sri Kashinath Biswas, daghter of Late Kalicharan Naskar, residing at Village - Petua, Post Office - Subhasgram, Police Station - Baruipur, Kolkata - 700147, District - South 24 Parganas and Smt. Sital Dasi Mondal, wife of Late Anil Mondal, daughter of Late Kalicharan Naskar, residing at Laskarpur Nurse Para, Post Office - Laskarpur, Police Station - Sonarpur, District - South 24 Parganas jointly

to said SMT. RUMA NASKAR, wife of Late Sambhunath Naskar, the Owner No. 1 herein for a valuable consideration mentioned therein.

AND WHEREAS by way of inheritance, said SMT. RUMA NASKAR, SRI PRADIP NASKAR, SRI DILIP NASKAR and SMT. MAMANI BISWAS - the Owner Nos. 1 to 4 herein are now in peaceful possession and enjoyment of remaining 1/3rd share of land measuring 2 Cottahs 5 Chittaks 38 Sft. more or less be the same and/or a little more or less together with an old tile shed structure standing thereon, comprising in R.S. Dag No. 666(P) appertaining to R.S. Khatian No. 453, lying and situated at Mouza - Barhans Fartabad, J.L. No. 47, under Collectorate Touzi No. 109, Recorded as Revenue Survey No. 7, Pargana - Medanmolla, presently within the limits of the Rajpur-Sonarpur Municipality, Ward No. 28 under Police Station - Sonarpur, Additional District Sub-Registrar Office - Sonarpur, in the District of South 24 Parganas.

AND WHEREAS by the said purchase and inheritance as stated before, the Owner Nos. 1 to 4 herein are now in peaceful possession and enjoyment of total area of land measuring 7 (seven) Cottahs 1 (one) Chittak 24 (twenty four) Sft. be the same and/or a little more or less together with old tile shed structure standing thereon, comprising in R.S. Dag No. 666(P) appertaining to R.S. Khatian No. 453, lying and situated at Mouza - Barhans Fartabad, J.L. No. 47, under Collectorate Touzi No. 109, Recorded as Revenue Survey No. 7, Pargana - Medanmolla, presently within the limits of the Rajpur-Sonarpur Municipality, Ward No. 28 under Police Station - Sonarpur, Additional District Sub-Registrar Office - Sonarpur, in the District of South 24 Parganas jointly without any interruption or hindance from others as owners.

AND WHEREAS the Owners/First Party herein expressed their intention to construct a G+3 Storeyed Building consisting of compact several self contained

residential flat/flats/dwelling units/commercial space etc. for the purpose of making the said flats/units available for acquisition on Ownership basis by disposing and transferring the same to any person in accordance to the terms and conditions of their agreement and also in accordance with the law of the land in vogue on their said land through an efficient Builder who has sufficient resources to do so and knowing the intention of the Owners, the Builder herein have proposed the Owners to entrust them the job of development and promotion of the said land as per the intention and preference of the Owners mentioned specifically in Schedule - "B" being a part of this Agreement as Builder for such construction of the said proposed Building referred herein before in lieu of mutual beneficial consideration to be mentioned in the covenants of the Agreement to be executed which is the present one.

AND WHEREAS both the parties herein have discussed between themselves regarding the terms and conditions on

which the said construction and development work can be undertaken and both of them have accepted the terms and conditions as written hereunder.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

ARTICLE - I:

1. LAND: The land shall mean piece and parcel of bastu land measuring ALL THAT piece and parcel of bastu land measuring 7 (seven) Cottahs 1 (one) Chittak 24 (twenty four) Sft. be the same and/or a little more or less together with old tile shed structure standing thereon, comprising in R.S. Dag No. 666(P) appertaining to R.S. Khatian No. 453, lying and situated at Mouza - Barhans Fartabad, J.L. No. 47, under Collectorate Touzi No. 109, Recorded as Revenue Survey No. 7, Pargana - Medanmolla, presently within the limits of the Rajpur-Sonarpur Municipality, Ward No. 28,

Municipal Holding No. 23, Paschim Mahamayapur under Police Station - Sonarpur, Additional District Sub-Registrar Office - Sonarpur, in the District of South 24 Parganas more specifically described in the Schedule - "A" hereunder written.

BUILDING: Building shall mean new authorised 2. construction G+3 Storeyed Building thereon for residential purpose with all necessary fittings and fixtures and common spaces, common basement, common utilities, common covered area, roof under ground and over ground construction installation etc. details specifically described in the Schedule - "C" & "D" to be constructed by the Builder in accordance with the Building Sanctioned Plan to be sanctioned from the Rajpur-Sonarpur Municipality. The Building will be structurally stabled in all respect and if any discrepancy arises during construction the Builder shall be responsible for this.

- 3. OWNERS & BUILDER: Owners and Builder shall include the Owners and the builder and also include their respective heirs, transferees/nominees and their respective liabilities that Owner's liability for land, title and Builder's liability for total construction thereon.
- 4. COMMON FACILITIES: Common facilities shall mean the space to be left open for common use of the intending Purchaser/Occupier and/or Owner's allotted flats and Builder's allotted flats of the Newly constructed G+3

 Storeyed Building and shall include stair-case, landings, open spaces in or around the building, roofs and other common facilities whatsoever required or necessary for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and/or common facilities or any of them as the case may be and the applicable and specifically described in Schedule "E".
- 5. SANCTION PLAN : Plan of the Building that will be

sanctioned by the Rajpur-Sonarpur Municipality
being statutory Authority and detailed particulars and
parts of the certified copy both architectural and
structural drawing of the same to be handed over to the
Owners by the Builder on demand of the same after it is
sanctioned.

- 6. SALEABLE SPACE: Saleable spaces shall mean the portions of the building which would be made for independent use and occupation except the Owners' Allocation as made herein and after making due provisions for common facilities and the space required therefore in all cases.
- 7. OWNERS' ALLOCATION: The Owners herein will get
 5 (five) nos. of 2 BHK flats measuring about
 720 Sft. super built-up area each out of which 3 (three)
 nos. flats on the First floor and remaining 2 (two) nos.
 of flats on the Third floor according to the Building
 sanctioned plan along with 3 (three) nos. of car

parking spaces on the Ground floor together with one commercial space on the ground floor having area of 80 Sft. more or less on the Ground floor along with non-refundable amount of Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thousand only) which will be paid by the Builder to the Owners herein at the time of signing this Agreement together with common easement rights in common areas of the said premises, which is morefully and particularly described in the Schedule - "C" hereunder written.

It is noted that all the said flats of the Owners'

Allocation will not be more than 720 Sft. more or less

super built-up area.

8. BUILDER'S ALLOCATION: Builder's Allocation shall
mean the remaining F.A.R. of the said proposed
building (save and except the Owners' Allocation)
together with common easement rights in common areas

of the said premises, which is more fully described in the Schedule - "D" hereunder written.

9. ENGINEER: Engineer shall mean and qualified person or persons or firm or firms, appointed by the Builder as Architect of the Building to be constructed on the land of the Owners.

ARTICLE - II

TITLE AND INDEMNITIES INCLUDING CONSTRUCTIONAL OBLIGATIONS:

- 1. That the Owners declare and represent that they have a good and absolute right, title to the said property and have a marketable title to enter into this Agreement with the Builder and declare that the original title deeds and relevant documents are lying with them and the Builders or its prospective buyers shall have right to inspect the title deeds and relevant documents as and when such inspection would be required.
- That the Owners shall sign and execute all papers

relating thereto for the building to be constructed at the said land of the Owners as and when required only after satisfying itself that execution of such document shall not cause any harm, damage or financial or any other kind of loss to them and violation of law.

- 3. That all expenses and liabilities for construction which are to be constructed in the said premises shall be borne by the Builder and the Owners shall not be liable to bear any expenses and constructional liabilities thereto including the costs and expenses relating to sanctioned plan, Tax Clearance and other proposed necessary preliminary costs and expenses relating to full or phase wise process of construction.
- That the Owners herein handover the vacant possession after getting written notice from the Builder in their favour.
- 5. That the Builder shall act as an independent Contractor in the matter of construction of the building and also

undertake to keep the Owners indemnified from and against all Third Party claim or compensation and action arising out of any act or relating to the construction of the proposed building to be constructed on the said land of the said premises of the Owners.

6. That the Builder shall get the building proposed to be constructed properly. The Builder shall commence the construction within 60 days after having obtaining the sanctioned plan and possession from the Owners and shall intimate the actual date of commencement to the Owners by serving a Letter of Commencement of construction and the date so intimated shall deemed to be the Date of Commencement for all purposes in this agreement.

ARTICLE - III

EXPLOITATION RIGHT:

 After execution of this Agreement made in terms hereof the Owners grant, exclusive right to the Builder to build upon and to commercially exploit the said plot of land on the basis of the Sanctioned Plan approved by the Owners by constructing thereon residential flat system building.

That the Owners herein will execute a General Power 2. of Attorney in favour of the Builder in accordance to the terms and conditions of this Agreement only, so that the Builder shall have right to construct such flat system building thereon, to negotiate with the intending purchaser or purchasers of flat to fix-up the price of the flat or flats at its own discretion and receive the booking money or advance payment and full consideration of the flat or flats and car parking spaces in respect of the Builder's Allocation. To appear before any registration authority or authorities for registration of the said flat or flats, car parking spaces together with undivided undemarcated proportionate share of the land nominee or nominees or respective buyer or buyers in respect of the Builder's Allocation.

- 3. All applications, plan and other papers and documents referred to hereinabove shall be submitted by or in the name of the Owners or otherwise at the costs of the Builder and the Builder shall pay and bear all submission expenses.
- 4. That the Builder shall abide by all the laws, by-laws and regulations of the Government, Rajpur-Sonarpur Municipality and other statutory authorities.
- 5. That all documents and registration of all documents that may be necessary and to be executed in accordance with the terms and conditions of the agreement, shall be done at the cost of the Builder.

ARTICLE - IV, BUILDING:

 That the Builder shall commence the construction work immediately after obtaining the Sanctioned Plan and complete the construction work of the Building including Owners' Allocation within 34 (thirty four) months from the date of sanctioned of Building Plan from

the Rajpur-Sonarpur Municipality. It is hereby noted that the said period may be further extended for only six months in case of any natural calamity such as heavy rain, floods, earthquake. If the Builder herein fails to complete the construction work of the Building including owner's allocation even after that extended six months, in that circumstances, the Builder herein will be bound to pay the Owners herein @ Rs. 12,000/ - (Rupees Twelve Thousand only) per month, but in any event such extended period shall not exceed further 3 (three) months upon completion of construction of the Building, the Builder at its costs and expenses shall obtain "Completion Certificate", Drainage, water connections from the Rajpur-Sonarpur Municipality and thereafter shall offer the Owners' Allocations to be delivered to the Owners herein.

 That the Builder shall first handover possession of flats and car parking space mentioned in Schedule - "C" to the Owners and shall also hand over written letter of -: (22):-

possession in favour of each Owners and as such Builder also hereby undertake that they will not handover possession to any other person within its Allocations before delivery of the possession to the Owners.

ARTICLE - V :

CONSIDERATION AND SPACE ALLOCATION

- 1. In consideration of the Owners having flats and car parking sapces in the proposed new building, the owners have agreed to grant the exclusive right to the Builder to commercially exploit the said premises by constructing G+3 Storeyed Building thereon as per building Sanctioned Plan.
- 2. That the Owners shall be entitled to transfer or dispose of the Owners' Allocation to their nominees without in any way disturbing the Builder Allocation situated thereon with the exclusive right to deal with or to enter into an Agreement for sale and transfer the same without

any right, claim, demand, interest whatsoever or howsoever of the Builder and the Builder or any person or persons lawfully claiming through shall not in any way interfere with or disturb the quiet and peaceful possession of the Owners' Allocation or any person or any persons claiming through or the nominee or nominees of the Owners.

3. That the Builder shall be exclusively entitled to the Builder's Allocation in the said building without in any way disturbing the common facilities situated thereon with the exclusive right to deed with enter into an Agreement for Sale and transfer the same without any right, claim, demand, interest whatsoever or howsoever of the Owners and the Owners or any person or persons claiming through them shall not in any way interfere with or disturb the quiet and peaceful possession of the Builder's Allocation or any person or persons claiming through or the nominee or nominees of the Builder.

ARTICLE - VI, COMMON FACILITIES

As soon as the said Building is completed, the Builder shall at first handover the possession of the Owner's Allocation before handing over the possession of the intending purchaser or purchasers of the Builder's Allocation in the said building and on and from the date of putting the Owners' in possession of the Owners' Allocation and at all times thereafter the Owners shall be exclusively responsible for payment of all property taxes and other statutory outgoings and impositions whatsoever payable in respect of the Owners' Allocation and equally the Builder shall be exclusively responsible for payment of all the said rates payable in respect of the Builder's Allocation. The said rates to be apportioned with reference to the constructed area in the building if that are levied on the Building as a whole.

ARTICLE - VII, COMMON RESTRICTIONS:

The Owners or the Builder or any of their transfer shall

not demolish or permit demolition or any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the permission of the management, society/association/holding organisation envisaged herein before in this behalf.

2. That the Owners or Builder or any of their transferees shall permit the Owners/Builder or the Management/
Society/Association/Holding Organisation and its servants and agents with or without workmen or other at all reasonable time to enter into and upon their respective allocation and every part thereof for the purpose of maintaining or repairing any part of the building and/or cleaning, lighting and keeping in order and good condition any common facilities and/or for the purpose of maintain, repairing and testing, drains, gas and water pipes, electric wires and for any similar purpose.

- 3. As soon as the building is completed and "Completion Certificate" and water/drainage connections etc. are obtained from the Rajpur-Sonarpur Municipality, the Builder shall give written notice to the Owners to take possession of the Owner's Allocation in the said building and from the date of service of such notice and at all times thereafter, the Owners shall be exclusively responsible for payment of all Municipal Taxes and other taxes and other impositions whatsoever payable in respect of their allocation and the Builder shall be exclusively responsible for payment of all the said taxes payable in respect of the Builder's Allocation.
- 4. If there is any amendment of Building Rules or any other Rules, which are applicable for this project by the Competent Authority according to Law in that case all the Owners and Builder herein shall abide by all the amended Rules and Regulations as per Law and all the expenses should be borne by the Builder.

ARTICLE - VIII : MISCELLANEOUS

- The Owners herein will execute a registered General Power of Attorney in favour of the Builder so that the Builder can proceed with the constructional work and get building sanctioned plan from The Rajpur-Sonarpur Municipality of the said building smoothly and to negotiate with the intending purchaser or purchasers of the flats and car parking spaces out of the Builder's Allocation and to enter into any agreement for sale with the said Purchaser or Purchasers and to receive the consideration money in respect of the said flat and car parking spaces out of the Builder's Allocation and to deliver possession of the said flats and car parking spaces in favour of the said intending purchaser or purchasers subject to the prior delivery of flats and car parking spaces to the Owners in respect of the Owners' Allocation mentioned hereinabove.
- 2. It is agreed that from the date of execution of this

Agreement, the Builder shall pay the discharge all taxes and outgoings including Municipal Taxes and all other charges, rates, taxes that may be levied by any public body or authorities in respect of the said property and which would be payable by the Owners. The Builder shall indemnify or keep indemnified the Owners from the Third Party non-payment.

- 3. That the Builder shall indemnify and keep indemnified the Owners against all losses, damage, costs, charges, expenses that will be incurred by the Builder on account of arising out of any breach of any of those terms or any law, rules or regulations or due to accident or any mishap during construction or due to any claim made by the Third Party in respect of such construction or otherwise howsoever.
- 4. The Owners shall be entitled to visit or inspect the construction works and to look into the progress herein if necessary to be accompanied by their Engineer.

- 5. That all risks, responsibilities, liabilities shall be with the Builder viz. the work of construction, loss of life of labours, mistries and allied nature of things and the Land Owners shall not be liable for such things to any one including matters relating to direct taxes and dealing with the flat Buyers.
- 6. That the Flat of the Owners' Allocation shall be completed as per specification attached herewith and mentioned in the Sketch Plan and this Agreement but any additional works subject to the Engineer's Approval save and except full completion which are to be done at the Owner's Allocation the same would be informed to the Builder before completion and they will be liable to pay the Builder for additional works.
- 7. That regarding construction and regarding legal compliancy, the Owners shall negotiate with the Engineer and the Advocate appointed by the Builder, but however the Owners shall also be at liberty to deal with the matters touching the matters relating to this

Agreement and construction with their appointed Engineer and Advocate.

That the Builder shall be at liberty to advertise in the 8. daily Newspaper for sale of the flats to be constructed on the said land to put their Banners on the land to employ Security or Durwan, Caretakers for safety of the project, to invite the application from the intending purchaser or purchasers and to do all the deeds, acts and things as may be necessary or negotiate with the intending buyers to prepare the necessary deeds of sale after collection of the payment from the buyers as per agreement between themselves on the Builder's Allocation only PROVIDED that the terms and conditions of such agreement of sale deed shall not affect any reasonable interest or right of the Owners relating to the possession of the Owner's Allocation PROVIDED that all costs and expenses, incidental charges to all acts, deeds and things shall be borne by the Builder or intending buyers.

- 9. All costs, taxes, charges and expenses including sanction fees to Rajpur-Sonarpur Municipality,
 Engineer's Fees etc. shall be discharged and paid by the Builder and the Owners shall not be responsible in this context.
- 10. That the Owners shall be entitled to transfer or otherwise deal with the Owners' Allocation in the Building at their own discretion.
- 11. That the Flats of the Owners shall be completed as per specification attached herewith this Agreement but any additional works save and except full completion which are to be done at the Owner's Allocation, the same would be done at the Owner's Allocation, the same would be informed to the Builder for such additional works.
- 12. TIME LIMIT: The Builder shall complete the construction work of the Building including Owners' Allocation within 34 (thirty four) months from the

date of sanctioned of building plan from the competent authority. It is hereby noted that the said period may be further extended for only six months in case of any natural calamity such as heavy rain, floods, earthquake. If the Builder herein fails to complete the construction work of the owner's allocation even after that extended six months, in that circumstances, the Builder herein will be bound to pay the Owners herein Rs. 12,000/- (Rupees Twelve Thousand only) per month till hand over their possession in the complete flats.

- 13. The Builder shall demolish the existing structure at their own costs and expenses and will take all the broken materials (debrish). The Owners herein shall have no right over the said broken materials.
- 14. The Builder/Second Party herein will bear the monthly rent of temporary accomodation for the Owners herein.
- 15. That time will be the essence of this Agreement, in

-: [33]:-

default the Owners herein shall be at liberty to enter into another new Agreement with another Developer as per their choice.

THE SCHEDULE - 'A' OF LAND ABOVE REFERRED TO

(Description of the premises)

ALL THAT piece and parcel of bastu land measuring 7 (seven) Cottahs 1 (one) Chittak 24 (twenty four) Sft. be the same and/or a little more or less together with 400 Sft. will bemanded floor. R.P. Shed structure standing thereon, lying and situated at Mouza - Barhans Fartabad, Pargana - Medanmolla, J.L. No. 47, under Collectorate Touzi No. 109, Recorded as Revenue Survey No. 7, comprising in R.S. Dag No. 666(P) appertaining to R.S. Khatian No. 453, presently within the limits of the Rajpur-Sonarpur Municipality, Ward No. 28, Municipal Holding No.23, Mahamayapur under Police Station - Sonarpur, Additional District Sub-Registrar Office -Sonarpur, in the District of South 24 Parganas together with all sorts of easement rights over the adjacent Road to the said property. It is butted and bounded as follows:-

-: [34]:-

Boundary

On the **North** :- Remaining portion of land of R.S. Day No. 666.

On the South :- 18'-0" wide Road.

On the **East** :- 6'-0" wide Common Passage. __

On the **West** :- Part of land of R.S. Dag No. 664, 665 & 1765.

THE SCHEDULE - 'B' ABOVE REFERRED TO:

(Construction)

ALL THAT the residential G+3 Storeyed Building,
having residential flats on the different floors and car parking
spaces along with Commercial Spaces on Ground floor
together with other constructions such as passage, staircase, ultimate roof, overhead tank, motor and pump-set,
electric wiring, room for motor and pump-set and an other
construction for common use and rights of the occupants of
the flats.

THE SCHEDULE - 'C' ABOVE REFERRED TO (OWNER'S ALLOCATION)

Ground floor having area of 80 Sft. more or less on the Ground floor along with non-refundable amount of Rs.

3,50,000/- (Rupees Three Lakhs Fifty Thousand only) which will be paid by the Builder to the Owners herein at the time of signing this Agreement together with common areas of the said premises.

It is noted that all the said flats of the Owners'

Allocation will not be more than 720 Sft. more or less super built-up area each.

-: (30):-

THE SCHEDULE - 'D' ABOVE REFERRED TO :

(Builder's Allocation)

Builder's Allocation shall the remaining F.A.R. of the said proposed building (save and except the Owners' Allocation) together with common easement rights in common areas of the said premises.

THE SCHEDULE - 'E' ABOVE REFERRED TO TECHNICAL SPECIFICATION OF THE BUILDING

- 1. (A)Main R.C.C. structure will be designed by eminent Engineer/L.B.S. and quality I.S.I. marked cement and steel will be used. All out side brick wall will be 8" as per requirement of the elevation. No outside brick walls should be 5" or 3" on the ground of security & strength of structure.
- (B) All 3" brick wall will be with the wire reinforcement.
- (C) The outside and inside of the building will have sand and cement plaster (1:6) ceiling plaster (1:4).
- (D) R.C.C. fitting & frame of the building will be as per

Rajpur-Sonarpur Municipality sanctioned Plan.

2. FLOOR FINISH SKIRTING DADO ETC. Flooring :

- 1) The Entire floor of the Flats including kitchen and toilets along with the staircase of the entire building would be finished with Marble and the Toilet walls will have lade finished with glazed tiles up to height of 6' should be 2.10 Mtr.
- Toilet floor will be marble flooring pink white.

Door:

- Main Entrance Door: of the Flat which would be wooden Door.
- a) All doors opening will be made as per sanctioned plan.
- Wooden door frame of Sal wood,
- c) Electric bell point.
- d) One night Lathe.
- e) Collapssible Gate in Front of Main Entrance of the Flat Infront of wooden door in the owners portion.

- 2) Others Doors:
- a) Commercial flush door painted both sides.
- b) Wooden door frame of Sal wood.
- c) The toilet/W.C. Doors will have PVC Frames with P.V.C. Doors (solid).

Window:

- All windows of the Flats would be of Aluminum Sliding windows with 31 mm, thick frosted glass to be fitted.
- Guard bar as per approved design of builders.
- 3) Primer & paints both sides.

Paint:

- The outsides of the building shall be of cement wash & colour paint.
- The inside of the flat shall be plaster of paris on the plaster surface.

Toilet :

 One European type white commode and one white PVC (9ISIO) cistern.

- One white wash basin of matching size not below 22"X16".
- 3) One shower.
- One Gyser point to be provided for boiling water.
- Two taps will be fitted in the toilet.

W.C.

- One European type white commode and white PVC (ISI) cistern.
- Two taps.

Kitchen

- Cooking platform granite slab and the kitchen will have dado. Finished with glazed tiles up to height of 3'ft.
- 2) One kitchen steel sink.
- 3) Two taps.

Dining Space:

One white basin with one tap.

 Kitchen Granite slab working platform window height glazed above the window working platform with sink.

ELECTRIC:

Concealed Wiring (Havels or Finolex/Mescab wire and fittings of Anchor/Crabtree)

Bed Room:

- Two light points.
- One fan point.
- One 5 Amp. plug point.
- One Air Condition connection in one bed room.

Drawing-cum-Dining Room:

- 1) Two light points.
- Two fan points.
- Two 5 Amp. plug point.
- One 15 Amp. plug point.
- One calling bell point.
- Cable point.
- 7) One Air Condition Conection point.

Kitchen :

1) Two light point.

- 2) Two 15 Amp. point.
- One exhaust point.
- One Acquaguard point.
- 5) One mixi point.

Toilet:

- One light point.
- One Geezer Point.
- One exhaust fan point.

Balcony:

One light point & one 5 Amp. plug point & one Fan point.

EXTRA WORK: In addition to the above items if the land Owners want to provide additional items or wants to change the specification of any item be allowed after getting the permission from the consulting Engineer, if he fulfils the following. An estimate for additional work or the change item, shall be supplied by the Builder and the Land Owners have to pay the total amount in advance to carry out these additional/changed items within their allocations.

IN WITNESS WHEREOF the parties hereto do hereby set and subscribed their respective hands and seals to these presents on the day, month and year first above written.

SIGNED, SEALED & DELIVERED at Kolkata in the presence of

WITNESSES :-

1) Aloxo Runar Roy semo vina, 2nd from. fat No. C. Garcia Gordus. Kokala-forosy

1) Rumai May Kaw

2> Luadit Nowh

3> Dulip Marke

2) 8:30 y Dog

Mahamayahan afoot Road
P.O. Gara i Kouseta - Janey ABHINANDAN CONSTRUCTION

4) Mamani Bushaz

SIGNATURE OF THE OWNERS

Apurba pecodhon

Partner ABHINANDAN CONSTRUCTION AND TO TO TO TO THE PARTNER,

Parine

ABHINANDAN CONSTRUCTION

ABHINANDAN CONSTRUCTI Bizmycob Zentrb.

Part

SIGNATURE OF THE BUILDER

MEMO OF CONSIDERATION

RECEIVED of and from the within named Builder a sum of Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thousand) only in the following manners:-

MEMO:

DATE	CHEQUE NO./	BANK & BRANCH	AMOUNT (RS.)
18.10.17.	000164	Bank of Barada.	2.00.000/2
18-10-17.	000165	Steria.	50.000
18.10.17.	000166	od	50.000F
18.10.14.	000167	bo.	50.000
		Total Rs.	3,50,000/-

(Rupees Three Lakhs Fifty Thousand Only)

WITNESSES :

1. Aloke Kumar Roy uma villa, 2nd from, flat No. C. Garia Garden -Kokate 7000 gl

1) Ruma NAS Kan 29 Bradish Hassen 3) Delip Worka

2. Bizay Dop Mahamayapur skoof Roor P.O. Garia Kolkata Jone 84 4> Mamani Briswas

SIGNATURE OF THE LAND-OWNERS

Drafted by me,

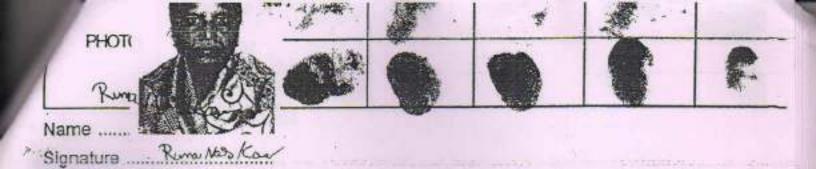
Dipankar (hekroborty (DIPANKAR CHARRABORT) Advocate

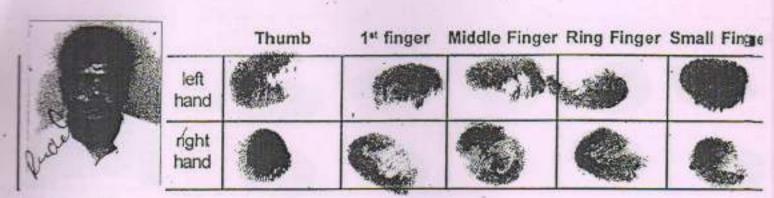
Alipore Police Court, Kolkata - 700027,

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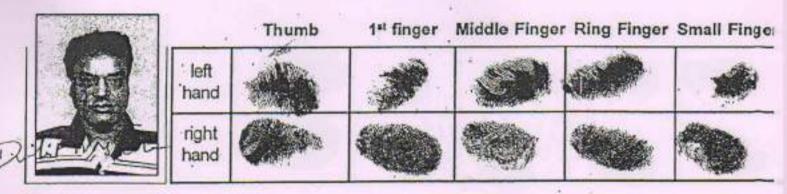
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ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD পরিচয় পত্র WB / 18 / 108 / 456186



Ctor North Dutta Gopel

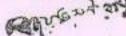
Tangs Name Mohinimohan

Pred 11 Age as on 1.1.1995 34 22,2250-3 404 01 Address

MedhyaParaWest.Ward 102,Jadavpur, South 24 Parganes

डियाना

মধ্যপাতাপনিচয,ওয়ার্ড ১০২,খানরপুর, মধ্যিক ২৯ পরকর্মা



Facsimile Signature Electoral Registration Officer নিবাহকনিকান আধিকানিক

For 108 -JADAVPUR

Assembly Constituency

১০৮ -মাদৰ পুর

विशासमञ्ज निरीवन एकत

Place Alipore saferge Date 16.06.95

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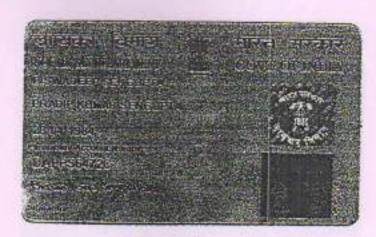
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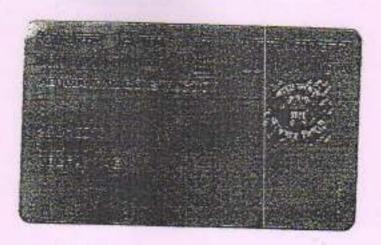
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RUMA NASKAR

SATISH MONDAL

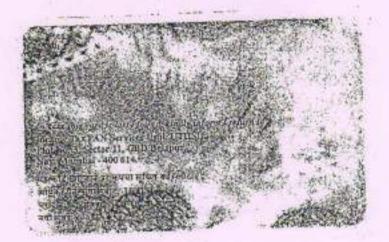
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आयकर विभाग INCOMETAX DEPARTMENT

मारत सरकार GOVI OF INDIA



THE NAME

स्थाची लेखा संख्या कार्य Permanent Account Number Card

BHIPNB011L

27

Figt WE WIN/ Father's Name SHAMBIHU NATH NASKARI

चन्च पति प्राप्तिक / Suite of Birth 11/12/1975 GILL SAY SHO

seasors/Signature



Dilip Waskn.

इसकार्ड से खोने / धाने पर कृष्या सुचित सर्ने / लेटाएं: आवकर पेत्र सेवा इसार्ड, एन एस डी एस इ वी पंजिल, नाबी स्टालिंग, प्लॉट न 341, सबै न 997/8, भीवल कारतीयों, चीप बंगला चीक से चान, पुने – 411 016

If this eard is last / someone's last and it found, please inform / return to:
Income Tax PAN Survices Unit, NSDL
5th floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Year Deep Bungstow Chowk,
Pare - 411 016.

Tel: 93-20-3721 8080, Fax: 91-30-2721 8081 e-mail: tinimfo@codi.co.in



Government of West Bengal Directorate of Registration & Stamp Revenue

c-Assessment Slip

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an istri	d Details	Parganas,	P.S Sona	irpur, Munic	ipality: RAJP	UR-SONARP	UR, M	ouza: Barhans	Farlabad
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an Distriction	d Details ict: South 24- Section 20 SNumbers RS-666	Parganas, Sikhatiar Number RS-453 Total :	P.S Sona	irpur, Munic deuse de Rork	ipality: RAJP Area of Is	UR-SONARP nd ASSIFOR Value (in 11 Sq Ft	UR, M	ouza: Barhans : : Market : Välde: (In Rs.)	Farlabad Other Detail
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an Distri	d Details ict: South 24- Plot Numbers RS-666 Grand cture Details Details On Land	Parganas, Number RS-453 Total:	P.S Sona Propose Bastu Area of Structure 400 Sq Ft	Bastu	7 Katha Chatak 24 11.70810 (clforth	UR-SONARP Ind A Selfor Value (In Sq Ft ecc Market value (In RS)	UR, M	ouza: Barhans : Market Valde, (In Rs.) 1,28,78,938/- 128,78,938 /-	Farlabad Other Detail Width of Appro Road: 18 Ft.,

GRN Date: 13/10/2017 15:20:45 Bank: ICICI Bank BRN Date: 13/10/2017 00:00:00 BRN: DEROSITO No.: 16041000340900/3/2017 | [Query No/Query Year] ASHMANDAN CONSTRUCTIO Name: Mobile No.: 491 9830893290 Contact No. E-mail: WAHAMAYAPUR SCHOOL Address: ME DIPANKAR CHARABOR Applicant Name: Office Name: Office Address: Status of Depositor: Agreement or Construction agreement Purpose of payment / Rema CLENT DETAILS Head of A/C Identification . I lead of A/C Amounter NO No. Description Property Registration Registration 0030-02-103-003-02 16941000340900/3/2017 19921 -0030-03-104-001-16 2 16041000340900/3/2017 3553 Total 23474 Rupees Twenty Three Thousand Four Hundred Seventy Four only In Words:

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elege, No Train	1604-1000340900/2017	office where speed to registrated
Output share :	13/10/2017 3:01:40 PM	D.S.R IV SOUTH 24-PARGANAS, Distri c South 24-Parganas
Applicant Name, Address & Other Details	DIPANKAR CHAKRABORTY ALIPORE Thana: Alipore, District Mobile No.: 9830823290, Status	THE PERSON OF TH
	E-1-CONTRACTOR CONTRACTOR	//Anditional Interestion
[0110] Sale, Development / agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] O than Immovable Property, Receipt [Rs : 3,50,000/-]
		Mercus Values
4.3-		Rs. 1,29,98,938/-
190,000,000		Company of the Park of the Par
Es. 20,021/- (Article:48(g))		Rs. 3,553/- (Article:E, E, B, M(b), H)
Remarks	Persived De SAL / FIETY only) from the applicant for issuing the assement slp.(I

Land Details:

District: South 24-Parganas, P.S.- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Barhans Fartabad

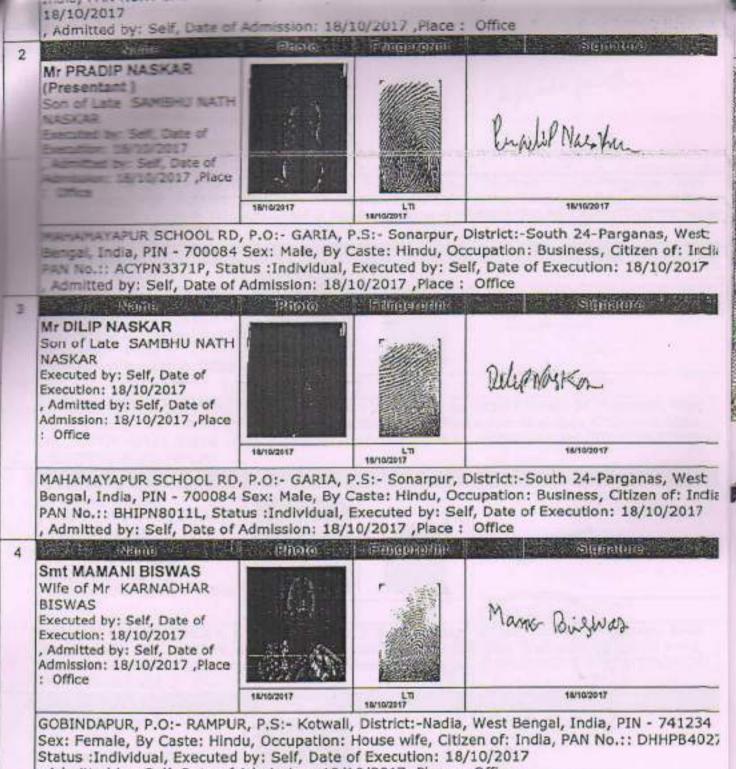
Spile Spile	Plot Number	THE REPORT LAWS CONTROL OF THE PARTY.	Land Etapasad	MANUAL PROPERTY.	America (Lenie)	Safoth Vanc Inco.	Aerrai Pania na Pasa	office frame
L1	RS-666	RS-453	Bastu .	Bastu	7 Katha 1 Chatak 24 Sq Ft	1/-		Width of Appr Road: 18 Ft.,
	Grand	Total:			11.7081Dec	1 /-	128,78,938 /-	

Structure Details:

51	On Land L1	400 Sq Ft.	Value Im Rs.	1,20,000/-	Structure Type: Structure
0.	OH LENG LT	400 od Fr	1/-	1,20,0001-	connecture Type, ouncluse

Land Lord Details :

Militi	Photo	a temperation	Styratico
Smt RUMA NASKAR Wife of Late SAMBHU NATH NASKAR Executed by: Self, Date of Execution: 18/10/2017 , Admitted by: Self, Date of Admission: 18/10/2017, Place : Office			Brandburgen

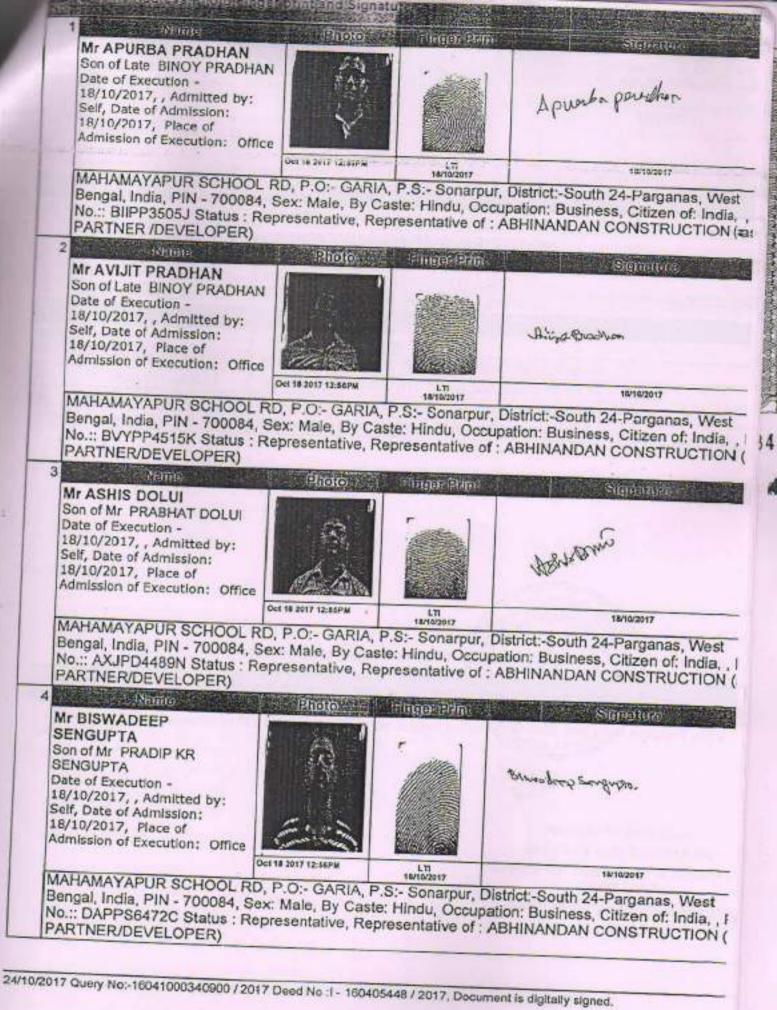


GOBINDAPUR, P.O:- RAMPUR, P.S:- Kotwall, District:-Nadia, West Bengal, India, PIN - 741234 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: DHHPB4027 , Admitted by: Self, Date of Admission: 18/10/2017 ,Place: Office

Developer Details:

St. Chine Address Photo Photo print and Signature ABHINANDAN CONSTRUCTION MAHAMAYAPUR SCHOOL RD, P.O.- GARIA, P.S.- Sonarpur, District-South 24-Parganas, West Bengal, Indi

PIN - 700084, PAN No.:: ABCFA8714E, Status : Organization, Executed by: Representative



Son of Late M3— DUTTA

5 NO C R COLO DAVPUR, P.S.- Jadavpur, Kolkata, District: South 24-Parganas, West Bengal, India , I
700032, See Hindu, Occupation: Service, Citizen of India, , Identifier Of Smt RUMA NASKAR, Mr
PRADIP NASKAR, Smt MAMANI BISWAS, Mr APURBA PRADHAN, Mr AVIJIT PRADHAN, Mr

ASHIS DOLLS - BEST EEEP SENGUPTA

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18/10/2017

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200	many forth	CONTRACT BUSINESS BARRIES AND CONTRACTOR OF THE STATE OF
SUNG	From	To. with area (Name-Area)
3	S= RUMA NASKAR	ABHINANDAN CONSTRUCTION-2.92703 Dec
2	Mr PRADIP NASKAR	ABHINANDAN CONSTRUCTION-2.92703 Dec
3	Mr DILIP NASKAR	ABHINANDAN CONSTRUCTION-2.92703 Dec
4	Smt MAMANI BISWAS	ABHINANDAN CONSTRUCTION-2,92703 Dec
- 115	ter or property to sil	(A) 1. 11. 11. 11. 12. 12. 12. 12. 12. 12.
SLNo	From	To. with area (Name-Area)
1	Smt RUMA NASKAR	ABHINANDAN CONSTRUCTION-100.00000000 Sq Ft
2	Mr PRADIP NASKAR	ABHINANDAN CONSTRUCTION-100.00000000 Sq Ft
3	Mr DILIP NASKAR	ABHINANDAN CONSTRUCTION-100.00000000 Sq Ft
4	Smt MAMANI BISWAS	ABHINANDAN CONSTRUCTION-100.00000000 Sq Ft

Endorsement For Deed Number: 1 - 160405448 / 2017

On the George Verbol West FUNCTION STATES STATES

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,29,98,938/-

Rluly

Pradipta Kishore Guha
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 2
PARGANAS
South 24-Parganas, West Bengal

DESCRIPTION FOR A STATE OF THE be go Registration Rule, 1962 duly stamped under schedule 1A, Article number (g) of Indian Stamp Act 1898

Prosentation (and Tell 224(3) Ad (1, YAR) Register from Pales (1952)

Presented for registration is 12.20 hrs on 18-10-2017, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by

en Stadion 30 W.S. Registration Rules (1984)

Escape and the Sambhu NATH NASKAR, Wife of Late SAMBHU NATH NASKAR, RD, P.O. GARIA, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PII by Profession House wife, 2. Mr PRADIP NASKAR, Son of Late SAMBHU NATH NA S by Profession Business, 3. Mr DILIP NASKAR, Son of Late SAMBHU NATH NASKAR, School RD, P.O. GARIA, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, Pir Hindu, by Profession Business, 4. Smt MAMANI BISWAS, Wife of Mr KARNADHAR BISWAS P.O. RAMPUR, Thana: Kotwali, , Nadia, WEST BENGAL, India, PIN - 741234, by caste Hindu.

SOPAL DUTTA, . , Son of Late MOHINI MOHAN DUTTA, 5 NO C R COLONY, P.O. JADAVPUR BEST BENGAL, India, PIN - 700032, by caste Hi

ar of Stanton (United Stretten 38, W.C. Ragiatetten Sules, 1962). [Representative]

Execution is admitted on 18-10-2017 by Mr APURBA PRADHAN, PARTNER /DEVELOPER, ABHINANDAN CONSTRUCTION, MAHAMAYAPUR SCHOOL RD, P.O:- GARIA, P.S:- Sonarpur, District:-South 24-Parganas, V

Indetified by Mr GOPAL DUTTA, , , Son of Late MOHINI MOHAN DUTTA, 5 NO C R COLONY, P.O. JADAVPUR, Thana: Jadavpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hi by profession Service

Execution is admitted on 18-10-2017 by Mr AVIJIT PRADHAN, PARTNER/DEVELOPER, ABHINANDAN CONSTRUCTION, MAHAMAYAPUR SCHOOL RD, P.O:- GARIA, P.S:- Sonarpur, District:-South 24-Parganas, V

Indetified by Mr GOPAL DUTTA, , , Son of Late MOHINI MOHAN DUTTA, 5 NO C R COLONY, P.O. JADAVPUR, Thana: Jadavpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hi by profession Service

Execution is admitted on 18-10-2017 by Mr ASHIS DOLUI, PARTNER/DEVELOPER, ABHINANDAN CONSTRUCTION, MAHAMAYAPUR SCHOOL RD, P.O.- GARIA, P.S.- Sonarpur, District:-South 24-Parganas, W.

Indetified by Mr GOPAL DUTTA, , , Son of Late MOHINI MOHAN DUTTA, 5 NO C R COLONY, P.O. JADAVPUR, Thana: Jadavpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hil

Execution is admitted on 18-10-2017 by Mr BISWADEEP SENGUPTA, PARTNER/DEVELOPER, ABHINANDAN CONSTRUCTION, MAHAMAYAPUR SCHOOL RD, P.O.- GARIA, P.S.- Sonarpur, District:-South 24-Parganas, W

Indetified by Mr GOPAL DUTTA, , , Son of Late MOHINI MOHAN DUTTA, 5 NO C R COLONY, P.O. JADAVPUR, Thana: Jadavpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hill Primariedifficati

Certified that required Registration Fees payable for this document is Rs 3,553/- (B = Rs 3,500/- ,E = Rs 21/- ,H = 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 3,553/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of 1 Online on 13/10/2017 12:00AM with Govt. Ref. No: 192017180090341512 on 13-10-2017, Amount Rs: 3,553/-, E ICICI Bank (ICIC0000006), Ref. No. ICIC131020170 on 13-10-2017, Head of Account 0030-03-104-001-16

pescripter of Stamp f. Stang Type Impressed Sand to 1354, Amount Rs 1004, Date of Purchase: 16/10/2017, Vendor name:

Subhanker Das
Description of Online Parent Substantial System (GRIPS), Finance Department, Gov. of Online on 13/10/2017 Govt. Ref. No: 192017180090341512 on 13-10-2017, Amount Rs: 19,921/-Bank; ICICI Bank. See No. ICIC131020170 on 13-10-2017, Head of Account 0030-02-103-003-0

The

Pradipta Kishore Guha
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH
PARGANAS
South 24-Parganas, West Bengal

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