

SMT. DIPA BALA

AND

LAND OWNER

M/S.DREAM HEIGHT CONSTRUCTION
ITS PARTNERS
SMT. MITHU CHAUDHURY
SMT. TUMPI MUKHERJEE
SRI PRADIP SAHA
SMT. KAJAL GHOSHAL

DEVELOPERS/CONTRACTORS

Drafted by : Prodip Kumar Basu

Advocate

WB/153/1977 Alipore Police Court Kolkata - 700027.





न्हिंचवका पश्चिम ब्रेंगाल WEST BENGAL

e registration, the signature sheets and endorsement sheets attached with |-

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DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 16th day of December 2013 BETWEEN SMT. DIPA BALA, wife of Late Arabinda Bala, by faith - Hindu, by occupation - Housewife, of Rajpur Govt. Colony, P.O. - Dakshin Jagaddal P.S. - Sonarpur, District - South 24-Parganas, hereinafter referred to and called the "OWNER" (which expression shall unless excluded by or repugnant to the context hereof be deemed to include his heirs executors, legal representatives, administrator: and/or assigns) of the FIRST PART.

AND

M/S. DREAM HEIGHT CONSTRUCTION, a partnership Firm, having its

anything in particular but including all acts relating to construction and incidental thereto.

- g) That the Owner shall not be entitled to assign rights and entitlements of this agreement save and except sale/ transfer of flats out of their respective allocation.
- h) That the Developer shall be fully entitled to assign all its rights, benefits, and entitlements arising out of this agreement by itself or by their purchasers of their allocation save and except exclusive right of construction/ development of the said premises granted to the Developer by the Owner in terms of this agreements.
- i) That the Owner shall be entitled to inspect freely the constructional work of the Developer including materials used by the Developer or by appointing any competent person/persons and the Developer shall not raise any objection to such inspection and the Developer shall be bound to rectify the defects/deficiencies noticed by the First Party/owner or her appointed inspector.
- specially provided that the ultimate period during which the project shall be completed by the Developer in all respects up to and including obtaining of occupancy certificate shall under no circumstances exceeds 30 months to be computed, from the date of execution of this agreement. If in case, the Developer fails to complete construction as above, in such case the Owner shall have every right and liability to take necessary remedial action as per-relevant clause provided herein and the law. However, the said period may be extended upto 3 months on mutual consent
- k) It is pertinent to mention here that if any of the parties herein for any reason changes their address, he/she must inform his/her new address to the other Parties in Writing, otherwise any communication, service of

registered Office at 11C, Naskar Para Road, P.S. Haridevpur, P.O. Paschim Putiary, Kolkata-700041, duly represented by its partners namely (1) SMT. MITHU CHAUDHURY, wife of Kumar Premjit Chaudhury, by faith -Hindu, by occupation -Business of Village and Post- Khantura (Vivek Para), Gobardanga, P.S.- Habra, Pin - 743273, District-North 24-Parganas (2) SMT. TUMPI MUKHERJEE, wife of Sri Prosenjit Mukherjee, by faith -Hindu, by occupation -Business of 79, Nirupama Debi Road, P.O. & P.S.- Berhampore, Pin -742101, District- Murshidabad, (3) SRI PRADIP SAHA, son of Late Narayan Pada Saha, by faith-Hindu, by occupation -Business of 2035, Mahatma Gandhi Road, P.O. and P.S.- Haridevpur, Kolkata -700082, (4) SMT. KAJAL GHOSHAL, wife of Sri Mantu Pada Ghoshal, by faith Hindu, by occupation -Business, residing at Vill. & P.O.-Kamarpukur, P.S.- Goghat, District- Hooghly, Pin712612 hereinafter called and referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context of subject be deemed to man and include its executors, successors-in-office, legal representatives, administrators, nominees and/or assigns) of the SECOND PART.

WHEREAS :-

- a) One Purna Chandra Roy Chowdhury was the Owner, title holder and possessor in respect of Land measuring 30 Decimal in C.S. and R.S Plot No. 346 under C.S. Khatian 105,85, under R.S Khatian No 947, 1374,1373,137 and 1375 Pukur (pond) measuring about 24 Decimal in C.S AND R.S Plot No. 347 under R.S. Khatian. 947, 1374,1373 and 1371 along with Land (Bagan) measuring about 36 Decimal in C.S. and R.S Plot No. 346/417 under R.S. Khatian 948,1376,1374 and 1372 in Total 90 Decimal of land within Mouza Harinavi, Pargana Medanmolla, Sub registration office Sonarpur, J.L No 36, Touji No109, R.S No151, P.S. Sonarpur, District South 24 Parganas, R.S No 151, Touji No 109 within Rajpur Sonarpur Municipality along with other properties and his name was duly recorded in the C.S. Record of Rights.
- b) The said Purna Chandra Roy Chowdhury died intestate leaving behind him his four sons namely Prakash Chandra Roy Chowdhury, Sunil Kumar

Roy Chowdhury, Anil Kumar Roy Chowdhury, Probodh Kumar Roy Chowdhury as his only legal heirs and Successors and after the death of said Purna Chandra Roy Chowdhury, his said four sons namely Prakash Chandra Roy Chowdhury, Sunil Kimar Roy Chowdhury, Anil Kumar Roy Chowdhury, Probodh Kumar Roy Chowdhury became the joint owners title holders and possessors in respect of the said land as the wife of said Purna Chandra Roy Chowdhury was also died before his death.

- c) That during enjoying and possessing the said plots of land, by way of inheritence the said Prakash Chandra Roy Chowdhury, Sunil Kumar Roy Chowdhury, Anil Kumar Roy Chowdhury and Probodh Kumar Roy Chowdhury duly mutated their names in the R.S. ROR in Sonarpur, South 24 Parganas in respect of the said Plots of land in R.S. Khatian being no 947, 1374,1373,1371, 1375, 948,1376,1374 and 1372, C.S Khatian No 105 and 85, C.S and R.S Dag No 347,346 and 346/417.
- d) That for better and proper use of the said landed property including pond and Bagan the said Prakash Chandra Roy Chowdhury, Sunil Kumar Roy Chowdhury, Anil Kumar Roy Chowdhury, Probodh Kumar Roy Chowdhury by executing and registering a Partition Deed dated 21-04-1971 duly partitioned the said landed properties including pond and Bagan amongst themselves. The said Partition Deed was registered in the Office of the A.D.S.R. Sonarpur and recorded in Book No. 1, Volume No. 19, Pages 5 to 14 being Deed No. 1171 for the Year 1971.
- Chowdhury, Sunil Kumar Roy Chowdhury, Anil Kumar Roy Chowdhury and Probodh Kumar Roy Chowdhury jointly got 30 decimal plot of land in R.S. Dag No. 346 including 2 decimals of land as common passage (Prakash Chandra Roy Chowdhury- 3 decimal bastu land, Sunil Kumar Roy Chowdhury- 5 decimal bastu land, Anil Kumar Roy Chowdhury-5 decimal bastu land, Probodh Kumar Roy Chowdhury-9 decimal bastu land, Common passage-2 decimal, Ezmali Land-6 decimal). The said Prakash Chandra Roy Chowdhury gor 15 decimal of land (Bagan) in Plot

No. 346/417 under khatian no Khatian948,1376,1374 and 1372, and he also got 3 decimal Bastu land in Dag No 346 and marked as Block "A" in the said Partition Deed. Said Sunil Kumar Roy Chowdhury got 5 decimal of land in Plot No. 346 and 8 decimal of land (Bagan) in Plot No. 346/417 and marked as Block B in the said Partition Deed, Said Anil Kumar Roy Chowdhury got 5 decimal of land in Plot No. 346 and 8 decimal of land (Bagan) in Plot No. 346/417 and marked as Block C in the said Partition Deed and Said Probodh Kumar Roy Chowdhury got 9 decimal of land in Plot No. 346 and 5 decimal of land (Bagan) in Plot No. 346/417 marked as Block D in the said Partition Deed and Prakash Chandra Roy Chowdhury, Sunil Kumar Roy Chowdhury, Anil Kumar Roy Chowdhury, Probodh Kumar Roy Chowdhury jointly got 6 decimal Bastu land as Ezmali land and 2 decimal land as common passage and Tank measuring about 24 decimal in Dag No 347 and their names were duly recorded in the record of ROR.

- f) That the said Prakash Chandra Roy Chowdhury during possessing the said land died intestate on 10/8/1987 leaving behind him his three sons namely Swapan Roy Chowdhury, Sajal Roy Chowdhury, Shyamal Roy Chowdhury and two daughters namely Shila Biswas and Sipra Ghosh and after the death of said Prakash Chandra Roy Chowdhury his said sons and daughters became the joint owners of the properties left by Prakash Chandra Roy Chowdhury as his wife Laxmi Roy Chowdhuri is also died. The said Swapan Roy Chowdhury also died on 6/5/2011, leaving behind his wife Milon Roy Chowdhury and two daughters namely Sayantani Nath and Shrabani Roy Chowdhury and they became the joint owners of the properties left by said Swapan Roy Chowdhury.
- g) That the said Sunil Kumar Roy Chowdhury during possessing the said land died intestate on 7/8/1984 leaving behind him his four sons namely Santimoy Roy Chowdhury, Sudhamoy Roy Chowdhury, Saktimoy Roy Chowdhury, Mrinmoy Roy Chowdhur, and two daughters namely Malaya Chatterjee and Jenia Nath and after the death of said Sunil Kumar Roy Chowdhury his said sons and daughters became the joint owners of the

properties left by Sunil Kumar Roy Chowdhury as his wife Kalyani Roy Chowdhuri is also died. The said Jenia Nath also died on 21-04-2010 leaving behind his Husband Samir Nath, one son Souvik Nath and two daughters namely Sushmita Ghosh (Nath) and Moumita Nath (Bhattacharyya) and they became the joint owners of the properties left by said Jenia Nath.

- h) That the said, Anil Kumar Roy Chowdhury during possessing and enjoying the said property died intestate on 11/1/1980 leaving behind him his wife Chitra Roy Chowdhury, four sons namely Kamalesh Roy Chowdhury, Sankar Roy Chowdhury, Goutam Roy Chowdhury and Amitava Roy Chowdhury and after the death of said Anil Kumar Roy Chowdhury his said wife and sons became the joint owners of the properties left by Anil Kumar Roy Chowdhury.
- i) That the said Probodh Kumar Roy Chow dhury during enjoying and possessing the said property died intestate on 31/7/1995 leaving behind him his only sons namely Samar Roy Chowdhury, and one daughter namely Tapati Mitra and after the death of said Probodh Kumar Roy Chowdhury his said son and daughter became the owners of the properties left by Probodh Kumar Roy Chowdhury as his wife Bela Roy Chowdhury was predeceased on 24/12/1964
- j) That the said Samar Roy Chowdhury and Tapati Mitra due to their urgent need of money sold, transferred their entire land in Plot No. 346 in Block D of the said-Partition Deed by three registered Deed of Sale. The said Samar Roy Chowdhury and Tapati Mitra by executing a registered Sale Deed sold, transferred and conveyed 1 Katha 10 Chittak 06 Sq. Ft. bastu land and the structure standing thereon in Plot No. 346 in Block D of the said Partition Deed to Sri. Anukul Chandra Bala. The said Deed was duly registered in the office of the A.D.S.R Sonarpur and recorded in Book No.1, Vol. No. 68, Pages 217 to 224 being Deed No. 3802 for the year 2004. The said Samar Roy Chowdhury and Tapati Mitra by executing another registered Sale Deed sold, transferred and conveyed

notices, summons, letters in the present address shall presumed to be a GOOD SERVICE.

- Preliminary Building Plan will be shown to the owner for her approval before submission to the Municipal authority.
- m) Time shall be the essence of this contract

ARTICLE XI- JURISDICTION

13. The High Court at Calcutta and/or any sub-ordinate court thereto shall exclusively have jurisdiction to entertain and determine all litigations, actions, suits, and proceedings arising out of these presents between the parties hereto.

ARTICLE-XII- ARBITRATION

14. In case of any dispute and difference by and between the parties hereto in any way concerning and relating to and /or arising out of this presents the same shall be referred to for Arbitration under the provisions of Arbitration and Conciliation Act, 1996.

Such Arbitration shall otherwise be in accordance with the Arbitration and Conciliation Act, 1996 and the Arbitrator/Arbitrators shall have the summary powers to decide the matter in dispute.

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring 1 (one) Cottah 10 (ten) Chittacks 15 (fifteen) Sq. Ft. out of total land measuring 30 Decimal along with a tile shaded cement flooring structure standing thereon measuring about 100 square feet lying and situated at District - South 24-Parganas, P.S. and A.D. S.R. - Sonarpur, Mouja - Harinavi, J.L. No-. 36, Pargana - Medonmalla, within C.S. Khatian No105and 85, C.S. and R.S. Dag No. 346, R.S. Khatian No 1373 at

present within Rajpur-Sonarpur Municipality Ward No. 18, Holding No 125 N.S. Road.

The said property is butted and bounded as follows:

ON THE NORTH

: Others Property

ON THE SOUTH

: R.S Dag No 346

ON THE EAST

: House of Kanai Lal Ghosh

ON THE WEST

:8 Feet Passage

THE SCHEDULE "B" ABOVE REFERRED TO (OWNER'S ALLOCATION)

shall mean 31 % of the FAR as per proposed sanction plan to be calculated upon her 1 Cottah 10 Chittacks 15 Sq. Ft. of land that is two flats each of having 550 square feet covered area, one in the second floor(Middle portion) and other in the third floor (Middle Portion) of the newly constructed building and 31% of car parking space of the proposed building as per sanction plan to be calculated upon 1 Katha 10 Chittacks 15 Sq. Ft land

The allotment to be made to the Owner together with proportionate right, title, interest, in common areas, facilities and amenities as in Schedule 'D' hereinafter including the right to the use thereof.

THE SCHEDULE "C" ABOVE REFERRED TO (DEVELOPER/2ND PARTY'S ALLOCATION)

ALL THAT remaining area of the building project of the premises after providing the Owner's allocation aforementioned with proportionate right, title, interest in common area and facilities including the right to the use thereof as described in the Schedule 'D' herein after.

another 1 katha 10 Chittak 15 Sq. Ft. land in Plot No. 346 in Block D of the said Partition Deed to Smt. Dipa Bala, the owner herein. The said Deed was duly registered in the office of the A.D.S.R. Sonarpur and recorded in Book No. 1, Vol No.68. Pages-225 to 232 being Deed No. 3803 for the year 2004.

- Roy Chowdhury and Tapati Mitra due to their urgent need of money by executing and registering another Deed of Sale also sold transferred their share in the Plot No. 346 to said Shyamal Kumar Roy Chowdhury. The said Deed was duly registered in the office of the A.D.S.R, Sonarpur.and recorded in Book No.1, Volume No.161, Pages 367 to 374 being Deed No9516 for the year2000 and released all their right, title, interest in the Plot No. 346 including the title, ownership and all easement right in the common passages over the said Plot No. 346. Be it mentioned herein that in the said Deed though it was written that they sold-two cottah of land but actually they handed over the possession of 1.5 satak of land and the structure to Shyamal kumar Roy Chowdhury
- I) Thus the said SMT DIPA BALA, became the absolute Owner of land measuring about 1 Katha 10 Chittak 15 Sq. Ft in Plot No. 346 and along with structures thereon mentioned hereunder under the heading SCHEDULE – "A".
- m) The owner herein was in search of a competent promoter / Developer having necessary technical expertise and requisite financial solvency who should be able to develop the said land by constructing multi-storied building thereon comprising of several flats, car parking and shops for residential and commercial purpose.
- n) The Developer had approached the owners with an offer to develop the said land along with adjacent land of others and assured that they would be able to construct multistoried building on the said land comprising of several flats, Car parking spaces and shops for residential and commercial purpose.

- o) The owners have agreed to authorize the promoter to develop the said land described in the Schedule 'A' property and/or upon amalgamated land by constructing multi-storied building thereon containing apartments/flats, car parking space, shop as per sanctioned plan of Rajpur-Sonarpur Municipality.
- The Developer has undertaken to take the necessary permission from the
 Urban Land Authorities and other necessary permission from the
 authorized officer appointed under the State Laws and Rajpur-Sonarpur
 Municipality in relation to the development and construction of the said
 multistoried building and to comply with all other provisions of Law of the
 State Government and Municipal authorities.
- q) Before execution of this agreement, the owner have represented and assured to the developers as follows:-
- That the said property is free from all encumbrances, charges, liens, lispendents, attachments, whatsoever or howsoever.
- ii) That there are no civil or criminal or other suit/cases is pending in respect of the SCHEDULE "A" mentioned property in any courts of law.
- iii) That there is no notice of acquisition or requisition received or pending in respect of the said property mentioned in the SCHEDULE-"A" hereunder or any part thereof.
- iv) That the owners have not entered into any agreement for development of the said property with any other developer and have absolute right and authority to enter into this agreement with the developer herein.

 NOW THIS AGREEMENT WITNESSETH and it is hereby agreed between the parties hereto as under:-
- 1. DEFINITION: Unless there is anything repugnant to subject or context, the terms:-

THE SCHEDULE "D" ABOVE REFERRED TO (COMMON AREAS AND FACILITIES)

1. Entire roof, corridors, common paths, passage, courtyard and main entrances to the premises and to the building.

- 2. Common boundary walls and main gate.
- Drainage and sewerage and all pipes and other installations for the same (except only those as installed within the exclusive area of any unit and/or exclusive for its use).
- Electrical installations and its room and/or meter room, electrical substation (if any) and all electrical wiring excluding only those as are installed within the exclusive area of any unit and/or exclusively for its use.
- Stair-case, stair-landing, and/or middle landings on all floors in the building.
- 6. Lobbies on all floors of the building and entire roof of the building.
- 7. Deep tube-well and/or corporation water and its installations.
- 8. Water pumps and water pumps room reservoir, water tanks and all plumbing installations for carriage of water (save only those as the exclusively within and for use of any unit) to and/or in respect of the building.
- 9. Lift, Darwan Room, Swimming pool If any.
- 10. Such other common parts, areas, equipment, installations, fittings, fixtures, and spaces or in or about the premises and the building as are necessary for passage to and/or user of the units in common by coowners.

- a) OWNER: Shall mean SMT DIPA EALA, or her legal heirs, executors, administrators and representatives.
- b) DEVELOPER: Shall mean M/S. DREAM HEIGHT CONSTRUCTION, a partnership Firm, having its registered Office at 11C, Naskar Para Road, P.S.-Haridevpur, P.O.-Paschim Putiary, Kolkata-700041, duly represented by its partners namely (1) SMT. MITHU CHAUDHURY, wife of Kumar Premjit Chaudhury, by faith —Hindu, by occupation —Business of Village and Post Khantura (Vivek Para), Gobardanga, P.S.- Habra, Pin 743273, District- North 24-Parganas (2) SMT. TUMPI MUKHERJEE, wife of Sri Prosenjit Mukherjee, by faith —Hindu, by occupation —Business of 79, Nirupama Debi Road, P.O. & P.S.-Berhampore, Pin —742101, District- Murshidabad, (3) SRI PRADIP SAHA, son of Late Narayan Pada Saha, by faith-Hindu, by occupation —Business of 2035, Mahatma Gandhi Road, P.O. and P.S.- Haridevpur, Kolkata —700082, (4) SMT. KAJAL GHOSHAL, wife of Sri Mantu Pada Ghoshal, by faith Hindu, by occupation —Business, residing at Vill. & P.O.-Kamarpukur, P.S.-Goghat, District- Hooghly, Pin-712612
- c) SAID PREMISES: Shall mean land measuring 1 Katha 10 Chittak 15 Sq. Ft. within District South 24-Parganas, P.S. and S.R. Sonarpur, Mouja Harinavi, J.L. No. 36, Pargana -Medonmalla, within C.S. Khatian No 105,85, C.S. and R.S. Dag No. 346, R.S. Khatian No 1373at present within Rajpur-Sonarpur Municipality Ward No. 18, Holding No 125 N.S Road
- d) BUILDING: Shall mean building to be constructed by the developer at the said premises or along with the adjacent premises in accordance with the plans to be sanctioned by Rajpur-Sonarpur Municipality.
- e) THE PLAN: shall mean and include the plan or plans, revised plans, elevations, designs, drawings and specifications of the New Building or Buildings as shall be sanctioned by the Rajpur Sonarpur Municipality, Building Department in accordance with law.
- f) FLAT: Shall mean a separate residential unit comprised in the building to be constructed by the developer as per specification in SCHEDULE "F" hereinafter used or intended to be used for residential purpose and shall include an apartment as defined in Section 3 (a) of the West Bengal Apartment Ownership Act, 1972.

ARTICLE- III- COMMENCEMENT

 This agreement shall commence or shall be deemed to have commenced on and with effect from the date of execution of this agreement.

ARTICLE -IV DEVELOPER'S RIGHT OF CONSTRUCTION AND OTHER ANCILLIARY RIGHTS

- 5. The Owner hereby give the exclusive right to the developer to develop the said premises after demolishing the existing structure at the developer own cost as per building plans to be sanctioned by the Rajpur-Sonarpur Municipality or other authorities as the case may be by constructing the buildings thereupon complying all the existing building rules and direction of Rajpur-Sonarpur Municipality and to commercially exploit the said premises in any manner as the Developer may chose. The said right of the Developer shall be binding to the Owner absolutely.
 - a) At any time hereinafter the Developer shall exclusively be entitled to and/or have the following right:
 - i) Subject to the approval of the building plans by the local Municipality to Construct the proposed building at the said premises on behalf of Developer and/or their respective transferee or transferees and/or such Person or persons interested to acquiring portions of the proposed Building or any part thereof and the Owner in any circumstances shall not cause any interference or hindrance during the period of construction of the Building by the Developer.
 - ii) To apply for and obtain quotas, entitlements, and/or other allocation of or for cement, steel, bricks and other construction materials or equipment according to prevailing system at the cost of the Developer, for the construction of the proposed building.

- g) CAR PARKING SPACE: shall mean and include car parking space sanctioned by Rajpur-Sonarpur Municipality.
- h) SUPER BUILT-UP AREA: shall mean the total constructed area which will include corridors, staircases, passage gateway, walls, water tanks, lobby reservoirs, pump room, meter room, lift, lift room, darwan room, caretaker room, swimming pool if any, together of the walls and such other areas used for accommodating common services to the New Building or Buildings to be constructed at the said premises.
- i) ARCHITECTS: shall mean any licensed qualified person having technical knowledge and experienced or such other person or persons may be appointed by the developer for designing and planning of the building.
- j) ADVOCATE: shall mean Mr. Pradip Kumar Basu and his associates, practicing Advocates of Alipore Court, Kolkata - 700027, who shall act all legal formalities professionally.
- k) FLAT HOLDERS: shall mean person, firm, limited company, association of persons to whom any saleable in the building may be transferred either by the Owners or by the Developer (including the owners and developers) if they or any of them retain any one or more units out of their respective allocations hereunder for their own respective use.
- COMMON FACILITIES AND AMINITIES: shall mean and include ultimate roof of the building, common areas around the building, boundary walls, main gate, corridors, stair ways, passages, driveways, landings, common lavatories, pump room, tube well, under ground water reservoir, overhead water tank, water pump, motor and such other areas, amenities, facilities, installed by the Developer for common use by the flat holders in the building.

- m) SALEABLE SPACE: shall mean the covered space in the building available for independent and exclusive use and occupation including space required for common areas, amenities and facilities.
- n) OWNERS ALLOCATION: shall mean 31% of the FAR as per proposed sanction plan to be calculated upon his 1 Katha 10 Chittacks 15 Sq. Ft. of land that is two flats each of having 550 square feet covered area, one in the second floor (middle portion) and other in the third floor (middle portion) of the newly constructed building and 31% of car parking space of the proposed building as per sanction plan to be calculated upon 1 Katha 10 Chittacks 15 Sq. Ft land

The allotment to be made to the Owner together with proportionate right, title, interest, in common areas, facilities and amenities as in Schedule 'D' hereinafter including the right to the use thereof.

- DEVELOPER'S ALLOCATION: shall mean the remaining area of the building project of the premises after providing' the owners allocation aforementioned mentioned hereunder under the heading SCHEDULE "C" with proportionate right, title, interest, in common areas and facilities including the right to the use thereof as described in the Schedule 'D' hereunder.
- p) COMMON EXPENCES: shall mean and include all expenses to be incurred for the management, maintenance, upkeeping, security, and administration of the building and other common purpose and rendering the service in common to the unit holders as per Schedule 'E' hereunder.

ARTICLE - I SPACE ALLOCATION

2. Upon finalization of the Building Plan for construction of the New building or buildings at the said premises and the adjacent premises, the Landowner and Developer will choose flats, to comprise in the Landowner allocation as stated hereinabove which shall be as per the

THE SCHEDULE "E" ABOVE REFERRED TO (COMMON EXPENSES)

- All costs of maintenance, operating, replacing, repairing, white washing, paintings, decorating, re-decorating, re-building, re-constructing, lighting the common portions in the building including their own walls.
- The salary of all persons employees for the common purposes including Darwan and security personnel.
- All the costs and deposits for supplies of common utilities to the coowners in common.
- Municipal tax, water tax and other levies in respect of the premises and the building save and except those which are separately assessed for units.
- 5. Costs of formation and operation of the Owners association.
- Costs of running, repairs and replacement of generator, transformer (if any) pumps and other common installations including their license fees, taxes and other levies (if any).
- Electricity charges for the electrical energy consumed for the operation of the common service.
- All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.

- The office expenses incurred for maintenance of office for common purpose.
- 10. All other expenses, taxes, rates and other levies etc. as are deemed by the Developer on to be necessary or incidental or liable to be paid by the coowners in common including such amount as may be fixed for creating fund replacement, renovation, painting and/or periodic repairing of the common portions.
- 11. The Owner herein shall be liable to pay her/their part of common expenses to the Developer until the Flat owners of the said project forms and maintain its Association.

THE SCHEDULE "F" ABOVE REFERRED TO (GENERAL SPECIFICATION)

- 1. Structure: R.C.C. frame structure with R.C.C. foundation, column, beam, slab, staircase etc
- 2. Wall: 200 mm. thick brickwork for external walls.
- 3. Wall: finish walls and ceiling with plaster of paris over cement plaster-External walls to be finished with cement based paint o:,, approved design and shade over cement plaster.
- 4. Floor: furnish, skirting Silver gray Marbel in floor and & Dado skirting, bee room, living and dining room, verandah, staircases, lobby, toilet and kitchen. White ceramic tiles up to 1500 mm. high to dado in toilet and up to 900 mm. high to dado in kitchen.
- Doors: Factory made hot pressed commercial type flush door shutter painted on both sides in timber frame for internal door, For Bathroom, PVC door;

SCHEDULE-"B" hereunder written and the balance of the constructed area shall belongs to the share of the Developer in consideration of its having constructed the said new Building or Buildings at the said premises at its own costs and expenses. BE IT SPECIFICALLY MENTIONED here that for any dispute regarding the division of the Owners allocation i.e. allocated area/fiat/unit amongst the Owners herein, the Developer shall not be liable or responsible in any manner whatsoever. AND FURTHER for any differences and dispute regarding the division of the Owner's allocation i.e. allocated area/flat/unit amongst the Owners herein, the Developer and any party claiming under them or it's successive owner/owners right, title and interest in the said project out of the Developer's allocation shall not be hampered and/or stayed and/or effected in any manner whatsoever.

ARTICLE II- FORCE MAJURE

3. The clauses herein shall not be treated as default and the Developer's obligations and covenants will be suitably extended under the Force-Majeure clause. "Force-Majure" shall include natural calamities, Act of God, flood, Tidal waves, earthquake, riot, war, storm, tempest, fire, civil-commotion, air-raid, strikes (including by contractor/ construction agencies), lock out, local disputes, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or changes in any Municipal or other rules, laws or policies effecting or likely to affect the project or any part or portion thereof, any claim or disputes or clouds relating to or concerning the owners right, title, interest of the said First Schedule land including the statutory department such as BLLRO, ULC, Municipality etc. shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Parties herein.

- Door: shutter in timber frame for toilet door Decorative timber panel door shutter polished on both sides with proper locking arrangements for main door.
- 7. Windows: Fully glazed shutter in standard Aluminium sliding with integrated M.S. grill to all windows and collapsible gate in the main door of the flat shall be provided at the cost of the owner.
- 7. Toilet fitting: White vitreous European/Indian type water closet with low-down cistern, wash basin, bib cock, shower etc. to be fitted in toilets.
- 8. Kitchen fitting: 7'5" Black stone sink with bib cock in kitchen. All plumbing works inside kitchen to be concealed in walls.
- 9. Sanitary and plumbing: Cast iron/PVC soil line and waste line of approved quality to be provided, PVC water distribution line of approved quality from overhead water reservoir for internal distribution of water to toilet and kitchen.
- 10. Water supply system: Provision for 24 hour uninterrupted water supply to toilet and kitchen from over head water reservoir or from under ground water reservoir from Dip Dia, normal pumping arrangements to be provided.
- 11. Electrical: All electrical wiring of approved quality to be concealed in walls and ceiling. Provision for sufficient number of light, fan, and plug points in rooms toilet, kitchen, verandah etc. Installation charges of each Electric Meter for each unit shall be borne by the Owner for their respective Flat/Units to be payable at the time of Delivery of possession.

Provision for exhaust fan in kitchen and geyser point in toilet. Provision for calling bell point inside the every apartment.

- iii) To apply for and obtain temporary and/or permanent connection for electricity, gas, water, power, sewer, and other connections and/or other lines for essential services and/or utilities required for the building and/or any part thereof.
- b) All costs, charges, and expenses, for carrying out the rights and/or entitlements of the Developer and the Owners in terms hereof, as aforesaid shall be borne and paid by the developer absolutely.
- c) The Owner shall forthwith on being so required duly requested by the Developer sign, execute and deliver all plans, papers and/or documents to the Developer to enable the Developer to carry out effectually the rights and/or entitlement of the Developer hereunder.
- d) The Owner shall also grant and extend all co-operations and/or assistance as may be reasonably required and/or demanded by the Developer from time to time to enable the Developer to carry out the right and authorities and/or entitlements of the Developer in terms hereof. Owner shall hand over all original Title Deed, Parcha etc as and when required to the Developer for the purpose of successful completion of the project.
- e) For more fully effectuating the rights and/or authorities and/or entitlements of the Developer in terms of these deeds represents, the Owner shall simultaneously with the execution of this deeds execute/grant a General Power of Attorney in favour of the Developer empowering the Developer with requisite power for completion of Construction and sale and transfer their (Developer's) allocation to the prospective buyers of the flats.
 - f) The Owner further agrees to grant in favour of the Developer from time to time such other powers and/or authorities as may be necessary and be reasonably required by the Developer for more fully effectuating the

IN WITNESSES WHEREOF, the Parties herein duly subscribe their respective hands, seals and signatures on the day month and year first above written:

SIGNED, SEALED AND DELIVERED In presence of: 1. Suchreta Isla. 1/0: Late Anabadda Belo Vill - Ryper last Colony. PS Sewsper SIGNATURES OF THE OWNER K:1-151 DREAM HEIR! - CONSTRUCTION 2. Somenath Kunshi Tampe Mulcherger S/U, Late Hadhe Sudanland, Mithe chandlewy Partner 13-8. Sullanta pally M. G. Road DREAM HELE 1401-32 SIGNATURE OF THE DEVELOPER

Prafied by me:
Pro Difference Base
Advocate Ahfore Police Court

Kolketh - 700027

Envolanent No. WB-158-1922

rights authorities and/or entitlements of the Developer in terms of these presents.

g) The Developer shall have exclusive right to build up and to exploit commercially the said plot of land and to execute deed of exchanges with the owners of adjoining plot of land for amalgamation and to construct the new building upon the 'A' schedule land along with the amalgamated adjoining plot(s) in accordance with the plan to be sanctioned by the local Municipality with or without any amendment and/or modification thereto or caused to be made by the parties thereto.

ARTICLE-V DEVELOPER'S OBLIGATION FOR CONSTRUCTION

- The Developer shall proceed with the preparation and sanction of the building plans and construction of the proposed building and shall commence the construction within three months from the date of sanction of the building plan by Rajpur-Sonarpur Municipality and shall complete the construction within 30 months from the date of execution of this agreement subject to force meajure reasons litigation, case, legal proceedings, of any nature initiated by any third party or any owner or due to any defect in title of the owner and/or because of any default and/or latches on the part of the owner and/or reasons beyond the control of the Developer in which event the time to complete the construction of the proposed building shall, subject to consent of the Owner, stand extended from time to time up to 3(Three) months. On expiry of such extended period the Developer shall be duty bound to pay compensation to the owner @ Rs.2, 500/-per month till the time of handing over the possession of the Owner's allocation to the owner.
 - a) The specification of construction of the proposed building shall be generally those as are normal in a residential building but shall not be in any way inferior to the specifications as contained in the Schedule 'F' hereunder written.

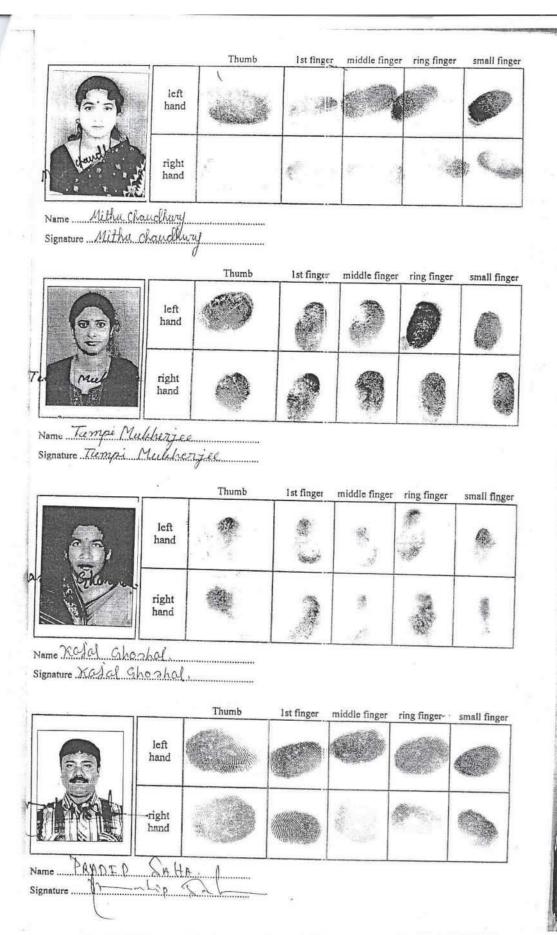
- b) The construction of the proposed building shall be strictly in accordance with the sanctioned plans or building rules and regulations prescribed under the Municipal Act and the developer Firm shall indemnify and keep the owner saved, harmless, and indemnified in respect of any deviation and all action, proceedings, claims, demands, and expenses arising there from.
 - c) The Developer shall be bound and obligated to submit and / or check the copy of the sanctioned plan of the building to the Owner before commencement of construction.

ARTICLE - VI - POSSESSION

7. Simultaneously with the execution of these presents the Owner shall put the Developer in exclusive possession of the said premises described in the Schedule 'A' hereunder written. The possession and the rights of the Developer in respect of the said premises by virtue hereto and in pursuance hereof shall not be disputed, challenged, disturbed, by the Owners in any manner. Such possession shall be permissive possession only and not possession under Section 53A of the Transfer of Property Act, 1882.

ARTICLE -VII- SPACE ALLOCATION AND RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES IN RESPECT THEREOF

- On completion of construction of the building the Owner and the Developer shall become exclusively entitled to their respective allocations.
- a) Upon finalizations of the Building Project Plan for construction of the New building or buildings at the said premises, the Landowner in consultation with the Developer will choose flats and car parking space to comprise in the Landowners allocation as stated hereinabove which shall be as per the SCHEDULE –"B" hereunder written and the balance of the constructed area shall belongs to the share of the Developer in



consideration of its having constructed the said new Building or Buildings at the said premises at their own costs and expenses. The allocation of car parking space and flat would be decided mutually by the owner and the Developer and their respective allocation would be covered up by a supplementary agreement

- b) The Developer shall on completion of construction of the building give notice to the Owners for taking possession of the Owners allocation and within 7 days from the date of such notice the developer shall transfer possession to the Owners and the Owners shall take to be deemed to have such possession.
- c) The Developer shall be entitled to give delivery of possession of the flats and car parking space from the building project to the intending purchaser/ purchasers out of Developer's allocation after giving delivery of possession of the flats and car parking space to the Owners out of owner's allocation as mentioned herein.
- d) The parties hereto shall sign, execute, and perfect all such deeds, documents and/or other papers and writings as may be necessary and be required to enable the Owner to become the absolute Owner of the Owners allocation and the Developer and/or the purchasers of their allocation or their respective transferees to become the absolute Owners of the Developer's allocation.
- e) The Owner shall in the manner as may be required by the Developer join as vendors or confirming parties to any agreements, conveyances and other documents that the Developer may decide to enter into with any person or persons in respect of and limited to the Developer's allocation.
- f) All amounts receivable under such agreements and/or other documents in respect of the Developer's allocation shall be received by the Developer absolutely and the owner shall have no claim in respect of the said money.

- The Owner do hereby nominate, constitute and appoint the developer as his true and lawful attorney for the purpose of transferring, selling, conveying and/or assigning only the developers allocation and/or any part or portion thereof and/or any of the interest therein and for the said purpose for signing all writings, agreements, conveyances, and/or other documents and perfecting such deeds, writings, and documents by registration thereof and the Owner do hereby further agree to grant in favour of the Developer such other power and/or authorities as may time to time be required by the developer for the purposes aforesaid.
- h) All costs, charges, and expenses for stamp duty and registration charges and all kinds of taxes, levies payable on all such writings, agreements, deeds, and/or other documents in respect of the Developer's allocation and/or the purchaser of their allocation shall be borne and paid by the Developer and or respective transferee and or their nominee and those payable for and in respect of the Owner's allocation shall be paid and borne by the Owner.
- Each of the parties shall keep the other saved, harmless and indemnified against their respective liabilities and claims, demands, losses, damages, costs, expenses, actions and/or proceeding out of non-payment of the respective liabilities as aforesaid.

ARTICLE-VIII- TRANSFER OF THE DEVELOPER'S ALLOCATION

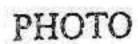
- 9. In consideration of the Developer developing the said premises and constructing the Owner's allocation without claiming any costs of construction from the Owners the Developer shall be entitled to their allocation for transfer of their allocation to their respective purchaser of unit or units absolutely.
- a) The sale, transfer and/or assignment of Developer's allocation shall be absolute in favour of the Developer and/or it's purchaser of the respective

unit or units and/or their respective transfer or transferees and/or their respective assignees.

b) The sale shall be completed by such number of conveyances and/or other transfer documents as may be required by the Developer in respect of such portions and/or undivided shares in the land comprised in the premises and/or the building the Developer may at its absolute discretion thinks fit and proper.

ARTICLE- IX - CONSIDERATION

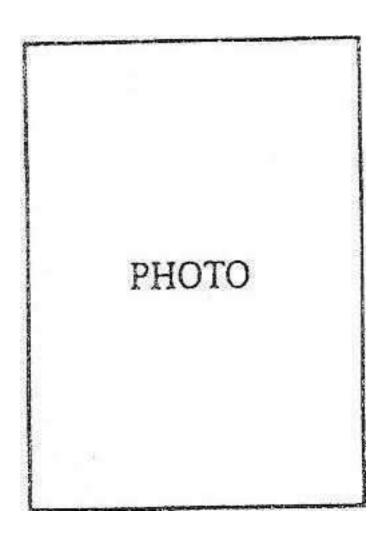
- 10. In consideration of the Developer developing the said premises and construction of the building including the Owner's allocation without claiming any costs of construction from the Owner the Developer shall be entitled to exploit the Developers allocation commercially and the Owner having agreed to transfer the Developer's allocation to the Developer and/or its nominated Purchasers or transferees as aforesaid.
- a) All costs of the construction of the Owners allocation shall be incurred absolutely by the Developer on behalf of the Owner and all such payments for such construction shall be deemed to be payments towards consideration herein. The certificate of completion of construction of the building/flat issued by the architect of Rajpur-Sonarpur Municipality shall be final and binding upon both the parties and the necessary completion certificate has to be obtained from Rajpur Sonarpur Municipality by the Developer after completion of the project
- b) The certified copy of title deed and all such documents and papers relating to the title in respect of the said premises shall simultaneously with the execution of this agreement shall be handed over by the owners to the developer or their accountable receipt and the Developer shall be entitled to hold the same till the completion of the construction of the building, after the construction is completed, the said deed and documents shall be delivered to the Owner or owners' association. Each of the



parties hereto and/or their men, agents, servants, upon due notice in writing and at their respective costs be entitled to inspect such title deeds and cause production thereof before any authority or authorities as may be required. The owner shall produce the original title deed or any other document to the Developer or the competent authority forthwith on demand as and when required and during pendency of the project, she will not encumber the "A" schedule property by way of sale, mortgage or otherwise by virtue of original title deed or other documents held by herself. The original title deed or other documents shall be handed over to the developer after delivery of owner's allocation in the newly constructed building(s) to the owner.

ARTICLE -X- MISCELLANEOUS

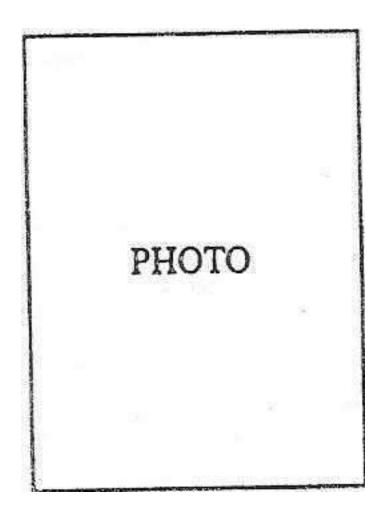
- 11. The Owner and the Developer have entered into this agreement purely on principal to principal basic and nothing stated herein shall be deemed or constructed as a partnership between the Owner and the Developer or as a joint venture or joint ventures between the Owner and the Developer not shall the Owner and the Developer in any manner constitute an association of persons.
- 12. The Owner and the Developer have agreed on the following residual clauses for proper and timely implementation of the project.
- a) The name of the Project has been proposed to be "Purna Chandra Apartment" or in any other name as would be chosen by the parties mutually
- b) The Owner and the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existences of any force majeure as defined in Article -II, Point No. 3 herein above, or on account of legal proceedings initiated by any third party but not due to defaults and/or latches of either of the respective parties and that



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

obligation of the party affected by the force majure or reasons or any legal proceedings and other unforeseen circumstances beyond control shall be suspended for such period till the force majure or reason beyond control would exist.

- c) If from time to time to enable the constructional work of the building by the Developer various deeds, matters and things, not herein specifically referred to may be required to be executed and various other applications and other documents may be required to be signed or made by the Owner relating to which specific provisions have been made herein the Owners authorize the Developer to do all such acts, deeds, matters and things and undertake forthwith upon being required by the Developer in this behalf to execute any such additional powers and authorities as may be required by the Developer for the purpose and also undertake to sign, execute and affirm all such applications and other documents as may be required for the purpose with prior approval of the Owner and by giving prior information.
- d) Nothing in these presents shall be construed as a demise or assignment or conveyances in law by the owner of the said premises or any part thereof to the developer or as creating any right, title or interest in respect thereof in favour of the Developer other than exclusive license to the Developer firm to develop the said premises and to commercially exploit the terms hereof in respect of Developer's allocation only
- e) That the demolished articles and all building materials, beams, doors/panels, frames, windows(iron and wooden) shall belong to the Developer and who shall be entitled to appropriate the sale proceeds thereof and the Developer shall bear the demolition cost of the existing structures.
- f) That the Owner shall not be responsible and/or be liable for any default and/or latches and non compliances and/or, commission or commissions on the part of the Developer in any manner whatsoever without excluding



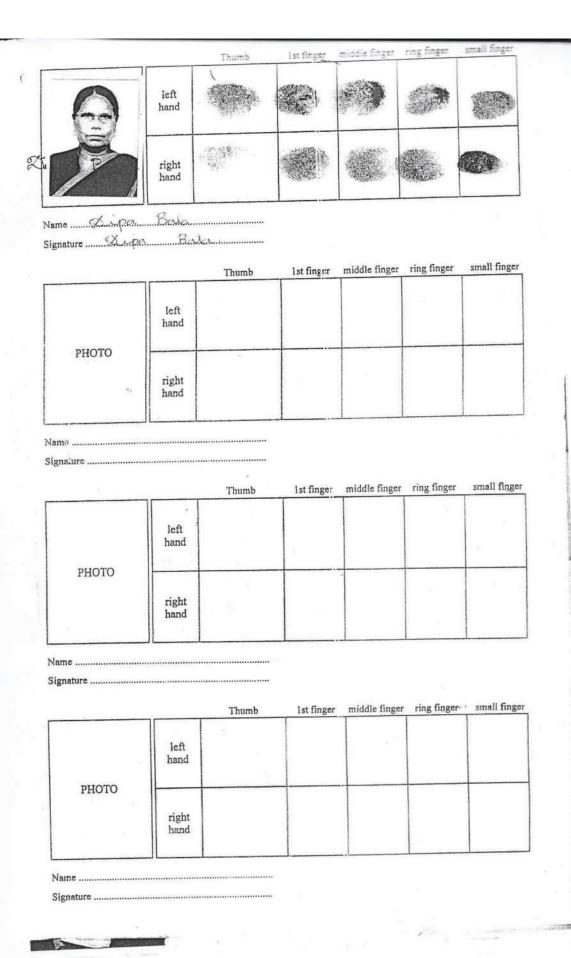


Photo	Finger Print	Signature with date
16/12/2013	LTI 16/12/2013	18-12-2013

Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the D.S.R. - IV SOUTH 24-PARGANAS, District- South 24-Parganas Signature / LTI Sheet of Serial No. 09400 / 2013, Deed No. (Book - I , 09172/2013)

gnature of the Presentant	Photo	Finger Print	Signature with date
dip Saha 15 M. G. Rd. P.S.	Tree		18-12-2013
aridevpur, P.O. aridevpur, District:-South Parganas, WEST IGAL, India, Pin		LTI	
00082	16/12/2013	16/12/2013	

nature of the person(s)	38873194.5	2/2013 the Execution	on at Office.		Signature
Admission of Execution	on By	Status	Photo	Finger Print	Signature
Dipa Bala Address -Rajpur Govt. Thana:-Sonarpur, P.O. :-Dakshin Jagaddal, District:-South 24-Parg WEST BENGAL, India,	Colony,	Self	16/12/2013	LTI 16/12/2013	Elipa Eria
Mithu Chaudhury Address - Khantura (vi Para) Gobardanga, Thana: - Habra, Distric 24-Parganas, WEST B India, Pin: -743273	t:-North	Self	16/12/2013	LTI 16/12/2013	Mithu Chaudhwaf
Tumpi Mukherjee Address -79 Nirupam Rd., Thana:-Berham P.O.:-Barhampore, District:-Murshidaba BENGAL, India, Pin	d, WEST	Self	16/12/201	LπI 16/12/2013	Tempi Mulherijes
Pradip Saha Address -2035 M. G Haridevpur, P.O. :-Haridevpur, Distri 24-Parganas, WEST India, Pin :-70008	ict:-South	Self	16/12/20	LTI 13 16/12/2013	for alip to

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS

16/12/2013

e 1 of 2

Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the D.S.R. - IV SOUTH 24-PARGANAS, District- South 24-Parganas Signature / LTI Sheet of Serial No. 09400 / 2013, Deed No. (Book - I , 09172/2013)

ignature of the person(s) admitting the Execution at Office.

0.	Admission of Execution By	Status	Photo	Finger Print	Signature
	Kajal Ghoshal Address -Kamarpukur, Thana:-Goghat, P.O. :-Kamarpukur, District:-Hooghly, WEST BENGAL, India, Pin:-712612	Self		LTI	rajal Choshal,
			16/12/2013	16/12/2013	

e of Identifier of above Person(s)

r Govt. Colony, Thana:-Sonarpur, P.O.:-Dakshin dal, District:-South 24-Parganas, WEST BENGAL, Pin :-700151

Signature of Identifier with Date

Suchinsell Bata

(Tridip Misra) DISTRICT SUB REGISTRAR-IV Office of the D.S.R. - IV SOUTH 24-PARGANAS



Government Of West Bengal Office Of the D.S.R. - IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number: I - 09172 of 2013 (Serial No. 09400 of 2013 and Query No. 1604L000020441 of 2013)

on 16/12/2013

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 4, 5(f) of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 46.00/-, on 16/12/2013

(Under Article : E = 14/- H = 28/- M(b) = 4/- on 16/12/2013)

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-7,41,000/-

Certified that the required stamp duty of this document is Rs.- 5010 /- and the Stamp duty paid as: Impresive Rs.- 1000/-

eficit stamp duty

Deficit stamp duty Rs. 4030/- is paid , by the draft number 041952, Draft Date 07/10/2013, Bank : State Bank of India, TOLLYGUNGE, received on 16/12/2013

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

Presented for registration at 13.50 hrs on :16/12/2013, at the Office of the D.S.R. - IV SOUTH Pradip Saha, one of the Claimants. 24-PARGANAS by Sri

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

execution is admitted on 16/12/2013 by

- 1. Smt. Dipa Bala, wife of Lt. Arabinda Bala , Rajpur Govt. Colony, Thana:-Sonarpur, P.O. :-Dakshin Jagaddal, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
- 11c Naskar Para Rd. P. S. Haridevpur, P.O. 2. Smt. Mithu Chaudhury Partner/developer, M/s. Dream Height Construction 11c Naskar Para Rd. P. S. F. Paschim Putiary, District:-South 24-Paragraphs W 18 ENGAL, India, Pin:-700041. , By Profession : Business
- 3. Smt. Tumpi Mukherjee Partner/developer, M/s. Dreamheight Construction :-Paschim Putiary, District:-South 24-Parganas WEST , By Profession : Business

Naskar Para Rd. P. S. Haridevpur, P.O.

(Tridip Misra) DISTRICT SUB-REGISTRAR-IV

EndorsementPage 1 of 2



Government Of West Bengal Office Of the D.S.R. - IV SOUTH 24-PARGANAS District:-South 24-Parganas

Endorsement For Deed Number : I - 09172 of 2013 (Serial No. 09400 of 2013 and Query No. 1604L000020441 of 2013)

- Sri Pradip Saha
 Partner/developer, M/s. Dream Height Construction, 11c Naskar Para Rd. P. S. Haridevpur, P.O.
 :-Paschim Putiary, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700041.
 By Profession: Business
- Smt. Kajal Ghoshal
 Partner/developer, M/s. Dream Height Construction, 1°c Naskar Para Rd. P. S. Haridevpur, P.O.: -Paschim Putiary, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700041.
 By Profession: Business

Identified By Sucharita Bala, daughter of Lt. Arabinda Bala, Rajpur Govt. Colony, Thana:-Sonarpur, P.O. :-Dakshin Jagaddal, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700151, By Caste: Hindu, By Profession: Others.

(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV



(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV
EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 46 Page from 2690 to 2725 being No 09172 for the year 2013.



(Tridip Misra) 18-December-2013 DISTRICT SUB-REGISTRAR-IV Office of the D.S.R. - IV SOUTH 24-PARGANAS West Bengal