

Drafted by :

Prodip Kumar Basu

Advocate

WB/153/1977

Alipore Police Court

Kolkata - 700027.

DEVELOPMENT AGREEMENT

BETWEEN

SMT. SILA BISWAS & OTHERS

LAND OWNERS

AND

**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.*

08/10/13

I-8006/13

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

सत्यमेव जयते

INDIA

पश्चिमबङ्ग, पश्चिम बंगाल WEST BENGAL

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DEVELOPMENT AGREEMENT

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THIS DEVELOPMENT AGREEMENT made this 7th day of October 2013, BETWEEN (1) SMT. SILA BISWAS, wife of Late Ashok Kumar Biswas and daughter of Late Prakash Chandra Roy Chowdhury, by faith -Hindu, by occupation-Retired, residing at R.K. Mission Pally, Sonarpur, Kolkata-700150, (2) SMT. SIPRA CHOSH, wife of Late Ajit Kumar Ghosh and daughter of Late Prakash Chandra Roy Chowdhury, by faith -Hindu, by occupation-Retired, residing at R.K. Mission Pally, Sonarpur, Kolkata-700150.

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M/s. Smt/Str: Dream Height Contrd
Address: 11 C, Nankar Para Road
P. S. Hazidapur, P. O. Paschim
Vendor:

VC-1819/13
Santosh Kr. Dey
ALIPUR POLICE COURT
Kolkata - 27

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DREAM HEIGHT CONSTRUCTION

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Partner

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Vandij Sale.

(2) SRI SAJAL ROY CHOWDHURY, son of Late Prakash Chandra Roy Chowdhury, by faith-Hindu, by occupation -Retired Person, residing at 35, N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (4) SRI SHYAMAL ROY CHOWDHURY son of Late Prakash Chandra Roy Chowdhury, by faith Hindu, by occupation -Business, residing at Harinavi, P.S. Sonarpur, Kolkata-700148, (3) SMT. MILAN ROY CHOWDHURY, wife of Late Swapan Roy Chowdhury and daughter-in-law Late Prakash Chandra Roy Chowdhury, by faith Hindu, by occupation -Housewife, residing at 35, N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (6) SMT. SAYANTINI NATH, wife of Sri Samar Nath and daughter of Late Swapan Roy Chowdhury and granddaughter of Late Prakash Chandra Roy Chowdhury, by faith - Hindu, by occupation -School Teacher, residing at Vill. Gajipur, Abhoy Dakter Lane, P.O. Rajpur, P.S. Sonarpur, Kolkata-700149, (7) MS. SABORNI ROY CHOWDHURY, daughter of Late Swapan Roy Chowdhury, and grand daughter of Late Prakash Chandra Roy Chowdhury, by faith -Hindu, by occupation -Unemployed, residing at 35, N.S. Road, Harinavi, Sonarpur, Kolkata-700150, Owner no 1 to 7 collectively called and referred to as the owners of Unit No.1. (8) SRI SANTIMOY ROY CHOWDHURY, son of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Business, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (9) SRI SUDHAMOY ROY CHOWDHURY, son of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Self-employed, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (10) SRI SAKTIMOY ROY CHOWDHURY, son of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Govt.Service, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (11) SRI MRINMOY ROY CHOWDHURY, son of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Self-employed, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (12) SMT. MALAYA CHATTERJEE, wife of Late Chittaranjan Chatterjee and daughter of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -School Teacher, residing at 100, Mitra Para Second Lane, P.O. & Vill. Harinavi, P.S. Sonarpur, District 24-Parganas (South), (13) SMT. DALIA NASKAR, wife of Gopal Chandra Naskar and daughter of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Housewife, residing at 251, K.M. Roy Chowdhury Road, Dalshin Jagaddal, P.S. Sonarpur, District South 24-Parganas, (14) SRI



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4 Shyamal Roy cloudy



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5 Milan Roy Chowdhury



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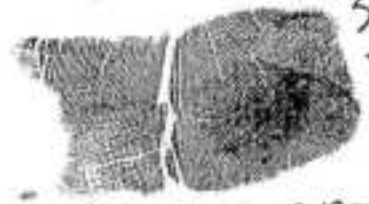
6 Sayantini Nath 07 OCT 2013



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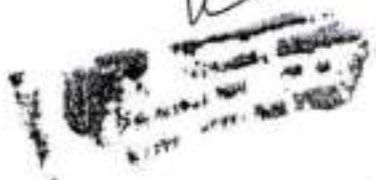
7 Sabari Roy Chowdhury



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8 Sankar Das Chowdhury



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9 Sudhakar Roy Chowdhury

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Sandy Saha.

Sourmita Nath (Bhattacharyya)

SAMIR NATH, husband of Late Jenia Nath and son-in-law of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Business, residing at 186, Kumarpara Road, Village Gajipur, P.O. Rajpur, P.S. Sonarpur, 24-Parganas, Kolkata-700149, (15) SRI SOUVIK NATH, son of Sri Samir Nath and Late Jenia Nath, grand son of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Student, residing at 186, Kumarpara Road, Village Gajipur, P.O. Rajpur, P.S. Sonarpur, 24-Parganas, Kolkata-700149, (16) SMT. SUSHMITA GHOSH (NATH), wife of Sri Netai Ghosh and daughter of Sri Samir Nath and Late Jenia Nath and granddaughter of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Housewife, residing at 17, Swarnakar Para, P.O. & Vill. Rajpur, P.S. Sonarpur, Kolkata-700149, District 24-Parganas (South), (17) MS. SOUMITA NATH BHATTACHARYYA, wife of Sri Nabendu Bhattacharyya and daughter of Sri Samir Nath and Late Jenia Nath and granddaughter of Late Sunil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Housewife, residing at 25, Sonali Park, Bansdroni, Kolkata. Owner no 16 to 17 collectively called and referred to as the Owners of Unit No. 2. (18) SMT. CHITRA ROY CHOWDHURY, wife of Late Anil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Housewife, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (19) KAMALESH ROY CHOWDHURY, son of Late Anil Kumar Chowdhury, by faith -Hindu, by occupation -Retired, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (20) SRI SANKAR ROY CHOWDHURY, son of Late Anil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Service, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (21) SRI GOUTAM ROY CHOWDHURY, son of Late Anil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Business, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148, (22) SRI AMITAVA ROY CHOWDHURY, son of Late Anil Kumar Roy Chowdhury, by faith -Hindu, by occupation -Service, residing at N.S. Road, Harinavi, P.S. Sonarpur, Kolkata-700148. Owner no 18 to 22 collectively called and referred to as the owner of Unit No. 3, hereinafter called and referred to as the "OWNERS" (which expression shall unless excluded by or repugnant to the context of subject be deemed to mean and include their respective heirs, executors, legal representatives, administrators, nominees and/or assigns) of the FIRST PART.



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1- Santomy Roy chandury



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11- Munsady Roy chandury



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12- Malya chatterjee



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13- Dalia Nath Kae



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07 OCT 2013

14- Sushil Bhatia



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15- Souvik Nath

Souvik Nath
Sanchi Saha

AND

M/S TEAM HEIGHT CONSTRUCTION, a partnership Firm, having its registered office at 11C, Naskar Para Road, P.S. Haridevpur, P.O. Paschim Putiary, Kolkata-700082, duly represented by its partners namely (1) SMT. MITHU CHAUDHURY, wife of Anwar Premjit Chaudhury, by faith -Hindu, by occupation -Business of Village and Post Khantura (Vivek Para), Gobardanga, P.S. Habra, Pin - 743273, District Paschim Medinipur (PAN No CAEPM0012B) (2) SMT. TUMPI MUKHERJEE, wife of Sri Prosenjit Mukherjee, by faith -Hindu, by occupation -Business of 79, Nirupama Debi Road, P.O. & P.S. Baranpore, Pin -742101, District Murshidabad, (3) SRI PRADIP SAHA, son of Late Manojit 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 hereinafter called and referred to as the "DEVELOPER" (which expression shall not be excluded by or repugnant to the context of subject be deemed to mean and include the successors-in-office, legal representatives, administrators, nominees and 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 R.S. Khatian 105,85, under R.S Khatian No 947, 1374,1373,1371, 1375 and a Pond (pond) measuring about 24 Decimal in C.S and R.S Plot No. 347 under R.S. Khatian. 947, 1374,1373, 1371 along with Land (Bagan) measuring about 16 Decimal in C.S. and R.S Plot No. 346/417 under R.S. Khatian No.1376,1374,1372 in Total 90 Decimal of land within Mouza - Harinavi, Pargana Medanmolla, Sub registration office Sonarpur, J.L. No 36, Touji Plot No. 109, R.S No 151, P.S. - Sonarpur, District - South 24 Parganas, R.S No 151, Plot No 109 within Rajpur Sonarpur Municipality along with other properties of his name was duly recorded in the C.S. Record of Rights.
- (b) One Purna Chandra Roy Chowdhury died intestate leaving behind him his heirs namely Prakash Chandra Roy Chowdhury, Sunil Kumar Roy Chowdhury, Anil Kumar Roy Chowdhury, Probodh Kumar Roy Chowdhury as



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Susmita Ghosh (Nath)



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17 Soumita Nath (Bhattacharya)



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18 Chitra Roy Chowdhury



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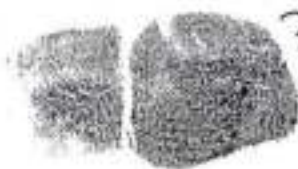
19 Kamalini Roy Chowdhury



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20 Bankim Roy Chowdhury



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21 Geetani Roy Chowdhury



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22 Amitava Roy Chowdhury

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H. S. Ghosh & Co. Pvt. Ltd.



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the 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 Kumar 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 has also died.

They were during enjoying and possessing the said plots of land, by way of inheritance the said Prakash Chandra Roy Chowdhury, Sunil Kumar Roy Chowdhury, Anil Kumar Roy Chowdhury and Probodh Kumar Roy Chowdhury have mutated their names in the R.S. ROR in respect of the said Plots of land in R.S. Khatian being no 947, 1374, 1373, 1371, 1375, 948, 1376, 1374, 1372, C.S. Thattan No 105,85, C.S and R.S Dag No 347, 346, 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.

That as per the said Partition Deed the said Prakash Chandra Roy Chowdhury, Sunil Kumar Roy Chowdhury, Anil Kumar Roy Chowdhury, 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, Ezmati land- 5 decimal). The said Prakash Chandra Roy Chowdhury got 15 decimal of land (Bagan) in Plot No. 346/417 under khatian no 948, 1376, 1374, 1372, and he also got 3 decimal Bastu land in Dag No 347 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 (Bastu) 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



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DREAM HEIGHT CONSTRUCTION
Mittra Chandhary
Partner



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DREAM HEIGHT CONSTRUCTION
Tumpe Mukherjee
Partner



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DREAM HEIGHT CONSTRUCTION
Kajal Ghoshal
Partner

Jandiy Lake,
H. Narayan Park Lake,
2025 N.G. Rd.,
Haridwar, Dist. 700022.



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 Ezmal 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 R.G.R.

That the said Prakash Chandra Roy Chowdhury during possessing and enjoying 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 owners of the properties left by Prakash Chandra Roy Chowdhury as his wife Laxmi Roy Chowdhuri has also died. The said Swapan Roy Chowdhury also died on 6/5/2011, leaving behind his wife Milan Roy Chowdhury and two daughters namely Sayantini Nath and Saborni Roy Chowdhury and they became the owners of the properties left by said Swapan Roy Chowdhury.

That the said Sunil Kumar Roy Chowdhury during possessing the said land died intestate on 7/12/1984 leaving behind him his four sons namely Santimoy Roy Chowdhury, Sudhamoy Roy Chowdhury, Saktimoy Roy Chowdhury, Mrinmoy Roy Chowdhury and three daughters namely Malaya Chatterjee, Jenia Nath and Jolia Naskar and after the death of said Sunil Kumar Roy Chowdhury his said sons and daughters became the owners of the properties left by Sunil Kumar Roy Chowdhury as his wife Kalyani Roy Chowdhuri has also died. The said Jenia Nath also died on 21/04-2010 leaving behind his Husband Samir Nath, son Souvik Nath and two daughters namely Sushmita Ghosh (Nath) and Soumita Nath (Bhattacharyya) and they became the owners of the properties left by said Jenia Nath.

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

Sourmita Nath (Bhattacharyya)

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 owners of the properties left by Anil Kumar Roy Chowdhury.

That the said Probodh Kumar Roy Chowdhury during enjoying and possessing the said property sold a part of his inherited Bastu land in R. S. Dag No.346 to Smt.Chitra Roy Chowdhury & others measuring about 7 Chitak including a portion of house vide Deed No.7468 for the year 1992 and another 1 cottah 7 chhitak of said land in Dag No.346 out of his "D" Block property by virtue of another deed of sale being No.7469 of 1992. Thereafter the said Probodh Kumar Roy Chowdhury died intestate on 31/7/1995 leaving behind him his only son 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

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 Smt. Amkul Chandra 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 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 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 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.

The said Samar Roy Chowdhury and Tapati Mitra due to their urgent need of money by executing and registering another Deed of Sale also sold transferred the remaining portion of land 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 year 2000 and released all their right, title, interest in the Plot No. 346 including the title, ownership and 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 3 satak of land and the structure to Shyamal Kumar Roy Chowdhury. Thus the said Prakash Chandra Roy Chowdhury, the predecessor of SILA BISWAS, SMT. SIPRA GHOSH, SRI SAJAL ROY CHOWDHURY, SRI CHITAMAL ROY CHOWDHURY, SMT. MILAN ROY CHOWDHURY, SMT. SAYANTINI NATH, and SABORNI ROY CHOWDHURY, the OWNER Nos. 1 to 7 herein by virtue of the said partition Deed jointly became the Owner of the demarcated land measuring 3 satak in Plot No. 346 herein after referred to as owner Unit No. 1 and undivided 1.5 satak ejmali land out of 6 decimal land in Plot No 346 and demarcated land measuring about 15 satak in plot no 346/417. Be it mentioned herein that Shyamal Kumar Roychowdhury apart from the said plot of land he also became the owner of a part of 1.5 satak ejmali land along with 340 square feet structure of the old 2 storied Building by virtue of sale Deed no 9516 for the year 2000, duly executed by said Samar Roy Chowdhury and Tapati Roy Chowdhury duly registered at the office of A.D.S.R, Sonarpur. Be it mentioned herein that Sajal Roy Chowdhury by way of sale made by his father during his lifetime Deed No.661 for the year 1984 duly registered at the office of ADSR-Sonarpur became the owner of the said 3 decimal of land in Dag No 346 belonging to Prakash Chandra Roy Chowdhury on the frontal side and built a 2 storied building with shop room at the ground floor.

Be it mentioned herein that the said SRI SANTIMOY ROY CHOWDHURY, SRI SUDHAMOY ROY CHOWDHURY, SRI SAKTIMOY ROY CHOWDHURY, SRI SRINMOY ROY CHOWDHURY, SMT. MALAYA CHATTERJEE, SMT. MALA NASKAR, SRI SAMIR NATH, SRI SOUVIK NATH, SUSHMITA GHOSH (NATH), MS. SOUMITA NATH (Bhattacharyya), the OWNER Nos. 8 to 17 herein, hereinafter referred to as owners of Unit No. 2, being the legal heirs and successors of Late Sunil Kr Roy Chowdhury

Soumita Nath (Bhattacharyya)

jointly became the Owner of the undivided and demarcated land measuring 5 SATAK in Block B of the said partition Deed in Plot No. 346 and $1/4^{\text{th}}$ undivided share of Ejmali land measuring about 1.5 decimal in Dag No 346 and another undivided land (Bagan) measuring about 8 satak in plot no 346/417

- a) Thus the said SMT. CHITRA ROY CHOWDHURY, KAMALESH ROY CHOWDHURY, SRI SANKAR ROY CHOWDHURY, SRI GOUTAM ROY CHOWDHURY and SRI AMITAVA ROY CHOWDHURY the OWNER Nos. 18 to 22 herein, hereinafter referred to as owners of Unit No. 3 being the legal heirs of Late Anil Kumar Roy Chowdhury jointly became the Owners of the undivided land measuring about 5 satak more or less. in Plot No. 346 and $1/4^{\text{th}}$ undivided share of Ejmali land measuring about 1.5 decimal in Dag No 346 and another undivided land measuring about 8 satak in plot no 346/417
- b) That thus the owners herein now became the absolute owner, title holder possessor in respect of 11 Cottah 1 Chittack 9 sq. ft. bastu land more or less including 2 satak common passage out of total land measuring 30 decimal of land along with structures thereon which is morefully mentioned hereunder under the heading SCHEDULE - "A".
- c) The owners were in search of a competent promoter 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.
- d) The Developer had approached the owners with an offer to develop the said land and has shown a sketch plan for construction of one G +4 storied building on the said land comprising of several flats, Car parking spaces and shops for residential and commercial purpose.
- e) The owners have agreed to authorize the Developer to develop the said land described in the SCHEDULE "A" by constructing multi-storied building thereon containing apartments/flats as per sanctioned plan of Rajpur-Sonarpur Municipality after demolishing the existing structures thereon and 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 Municipality with or without any amendment and/or modification thereto or any other to be made by the parties thereto.

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.

- ii) Before execution of this agreement, the owners have represented and warranted to the developers as follows :-
- i) That the said property is free from all encumbrances, charges, liens, mortgages, attachments, whatsoever or howsoever.
 - ii) That there is no civil or criminal or other suit/cases is pending in respect of the SCHEDULE 'A' 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 :-

(a) OWNER : Shall mean SMT. SILA BISWAS, SMT. SIPRA GHOSH, SRI
KAJAL ROY CHOWDHURY, SRI SHYAMAL ROY CHOWDHURY, SMT.
MILAN ROY CHOWDHURY, SMT. SAYANTINI NATH, MS. SABORNI
ROY CHOWDHURY, SRI SANTIMOY ROY CHOWDHURY, SRI
RUDHAMOY ROY CHOWDHURY, SRI SAKTIMOY ROY
CHOWDHURY, SRI MRINMOY ROY CHOWDHURY, SMT. MALAYA
CHATTERJEE, SRI SAMIR NATH, SRI SOUVIK NATH, SUSHMITA
GHOSH (NATH), MS. SOUMITA NATH, SMT DALLA NASKAR, SMT.
CHITRA ROY CHOWDHURY, KAMALESH ROY CHOWDHURY, SRI
BANKAR ROY CHOWDHURY, SRI GOUTAM ROY CHOWDHURY, SRI
AMITAVA ROY CHOWDHURY, or their legal heirs, executors,
administrators and representatives.

Soumita Nath (Chatterjee)

(b) DEVELOPER : Shall mean the partnership Firm "M/S. DREAM HEIGHT
CONSTRUCTION" (or any other name as would be approved by the Registrar of
Firms) a partnership Firm, having its registered Office at 11C, Naskar Para Road,
Kamarpukur, P.O. Paschim Putiary, Kolkata-700041, duly represented by its
partners namely (1) SMT. MITHU CHAUDHURY, wife of Sri Kumar Premjit
Chaudhury, by faith -Hindu, by occupation -Business of Village and Post Khantura
Gobardanga, Gobardanga, P.S. Habra, Pin - 743273, District North 24-Parganas (2)
SMT. LAKSHMI 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. Heridevpur, Kolkata -700082, (4) SMT. KAJAL GHOSHAL, wife of Sri Mantu
Padu 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 11 Cottah 1 Chittak 9 Sq. Ft. Bastu land out of 30 decimal of land 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. Dug No. 346, R.S. Khatian No 947, 1374, 1371, 1373 at present within Rajpur-Sonarpur Municipality Ward No. 18, more fully and more particularly described in the Schedule 'A' hereunder written.
- d) **BUILDING:** Shall mean G + IV storied building to be constructed by the Developer at the said 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.
- 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, durwan 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.

- ARCHITECTS* : shall mean any licensed qualified person having technical know how and experienced or such other person or persons may be appointed by the developer for designing and planning of the building and also for supervision.
- ADVOCATE* : shall mean Advocate Pradip Kumar Basu and his associates, practicing Advocates of Alipore Court, Kolkata - 700 027, who shall act all legal formalities professionally.
- FLAT OWNERS* : 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 AMENITIES* : 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 and which are not specified herein in Ownership Act, 1972.
- 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.
- OWNERS' ALLOCATION* : shall mean
- (A) For Owner Unit No.1 as aforesaid: 43% of the FAR (covered area) as per proposed plan to be calculated upon their land.
- (B) For Owner Unit No.2 as aforesaid: 43% of the FAR (covered area) as per proposed sanction plan to be calculated upon their land.

- (C) For Owner Unit No. 3 as aforesaid: 43% of the FAR (covered area) as per proposed sanction plan to be calculated upon their land.

The allotment to be made to the Owners together with proportionate right, title, interest, in common areas, facilities and amenities as in SCHEDULE-"D" hereinafter including the right to the use thereof.

- (E) **DEVELOPER'S ALLOCATION** : shall mean the remaining 57% 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.

- (F) **COMMON EXPENSES** : shall mean and include all expenses to be incurred for the management, maintenance, upkeep, 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

1. On finalization of the Building Plan for construction of the New building or buildings at the said premises and the adjacent premises, the Landowners and Developer will choose flats, to comprise in the Landowners allocation as stated hereinabove which shall be as per the SCHEDULE-"B" hereunder written and the unit wise allocation shall be made in a supplementary Agreement with the Developer on obtaining sanctioned Building Plan from the local Municipality and the balance of the constructed area shall belong 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/flat/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 excessive 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

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-Majeure" shall include natural calamities, Act of God, flood, Tidal waves, earthquake, riot, war, storm, tempest, fire, civil-commotion, air-rail, 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.

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

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 including execution of Deed of Exchange with the owners of adjoining plots of land for amalgamation to construct new Building(s) on the amalgamated land . The said right of the Developer shall be binding to the owners absolutely.