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Handwritten notes on the left margin: 'B. W. R.', '09.08 (13/12)', and 'V.C. 2723'.

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

R 160946

Caution: (For the document to be admitted to registration, the signature sheet and endorsement sheets attached to this document are to be submitted.)

Additional District sub-Registrar  
Coochbehar, Dum Dum, North 22 P.O.

Handwritten signature and date: '08/01/2014'

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 23<sup>rd</sup> day of December, Two Thousand Thirteen.

BETWEEN

Handwritten text: 'V.C. 2723' with a dashed line extending downwards.

Kallpada Charan  
Advocate  
Bar Association  
Sardar Court Complex  
2nd Floor, Room No. 201  
Kolkata-700 014

17/12/13  
Rajkumar Das  
वकील  
रजकुमार दास - अधिवक्ता  
दस्तावेज नं. - 231/13  
दि. 23/12/13  
रु. 70000

✓ Uma Khan.



✓ OBEAMFAS... PRIVATE LIMITED

Uma Khan.  
Director



✓ Sanjay Kr. Gupth



✓ Arunabha Gupth

Identified by:  
Rabindra Das  
Sardar Court  
Kolkata - 700014



Adm. District Sub-Registrar  
Kolkata, Date: 24 Dec 13

23 DEC 2013

(1) SRI SAMIR KUMAR GANGULY, son of Late Kamakshya Charan Ganguly, by faith - Hindu, by nationality - Indian, by occupation - Business, (2) SRI PRANAB KUMAR GANGOPADHYAY, son of Late Kamakshya Charan Ganguly, by faith - Hindu, by nationality - Indian, by occupation - Service, (3) SRI ARNAB GANGULY, son of Late Kamakshya Charan Ganguly, by faith - Hindu, by nationality - Indian, by occupation - Business, all residing at Premises No. 3, Khalsakota Pally, Post Office - Birsai, Police Station - Dum Dum, Kolkata - 700 051, District - North 24-Parganas, (4) SMT. ALO MUKHERJEE, wife of Late Prafulla Kumar Mukherjee and daughter of Late Kamakshya Charan Ganguly, by faith - Hindu, by nationality - Indian, by occupation - Housewife, residing at Premises No. 47, Regent Place, Rani Kuthi, Police Station - Jadavpur, Kolkata - 700 040, (5) SMT. BHAKTI CHATTERJEE, wife of Sri Shyamal Chatterjee and daughter of Late Kamakshya Charan Ganguly, by faith - Hindu, by nationality - Indian, by Occupation - Housewife, residing at Madhani Lane, Mithunpura Club Road, Muzaffarpur and (6) SMT. REBA CHAKRABORTY, wife of Sri Swapan Chakraborty and daughter of Late Kamakshya Charan Ganguly, by faith - Hindu, by nationality - Indian, by occupation - Housewife, residing at Premises No. 69/3, Old Nimta Road, Nandannagar, Police Station - Belghoria, Kolkata - 700 063, hereinafter collectively called and referred to as the "OWNERS" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the ONE PART.

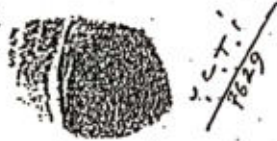
A N D

M/S. DREAMPARADISE PROPERTIES PVT. LTD., a Company incorporated under the Companies Act, 1956, having its office at Premises No. 2/5/1, Anantadeb Mukherjee Lane, Police Station - Shyampur, Howrah - 711 102, being represented by its Directors namely (1) SRI PRASAD CHANDRA KHAN, son of Late Upendra Nath Khan, by faith - Hindu, by nationality - Indian, by occupation - Business and (2) SMT. UMA KHAN, daughter of Sri Prasad Chandra Khan, by faith - Hindu, by nationality - Indian, by occupation - Business, both residing at Premises No. 2/5/1, Anantadeb Mukherjee Lane, Police Station - Shyampur, Howrah - 711 102, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the OTHER PART.

WHEREAS by virtue of a Deed of Kobala dated 17.11.1961 corresponding to 1<sup>st</sup> Agrahayan, 1368 B.S. duly registered in the office of the Sub-Registrar at Cossipore Dum Dum in Book No. 1 Volume No. 124, Pages 101 to 105, Being No. 6578 for the year 1961, Smt. Nirupama Mukherjee, wife of Sri Hriday Ranjan Mukherjee indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of rayata sthamban sattiya sari land containing by estimation an area of 74 Decimals be the same a little more or less lying situate at Mouza - Sultanpur, J.L. No. 10, R.S. No. 148, Touzi No. 173, Pargana - Kolkata



Alo Mukherjee



Rabi Chatterjee



Bhakti Chatterjee



Pranab Kumar Gangopadhyay



GREENTRANS PROPERTIES PRIVATE LIMITED  
Anand Chandra Banerjee  
Director

Identified by:  
Debasis Das  
Sudhakar Das  
Kolkata - 700014



Adm. District 050-kg/1000  
Kolkata, West Bengal, 24 Pm. 00

23 DEC 2012

comprised of R.S. Dag-Nos. 1892 (and measuring 39 Decimals) & 1893 (and measuring 35 Decimals) appertaining to R.S. Khatian Nos. 661 & 762 under the Police Station of Dum Dum in the then District of 24-Parganas at present North 24-Parganas along with other landed property particularly mentioned and described in the Schedule thereunder written unto and in favour of Smt. Bijan Ganguly alias Bijanbala Ganguly, wife of Sri Kamakshya Charan Ganguly of Khalsakota Pally, Sultanpur, Police Station - Dum Dum, District - North 24-Parganas free from all encumbrances whatsoever.

AND WHEREAS thereafter by virtue of another Deed of Khabala dated 03.01.1964 corresponding to 16<sup>th</sup> Poush, 1370 B.S. duly registered in the office of the Sub-Registrar at Cossipore Dum Dum in Book No. 1, Volume No. 7, Pages 88 to 91, Being No. 15 for the year 1964, Sri Sallendra Kumar Bandyopadhyay, son of Late Satya Kinkar Banerjee indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of rayata shilshan sattiya soil land containing by estimation an area of 141 Sq.ft. equivalent to .33 Decimal be the same a little more or less lying situate at Mouza - Sultanpur, J.L. No. 10, R.S. No. 148, Touz No. 173, Pargana - Kolkata comprised of R.S. Dag No. 1891 appertaining to R.S. Khatian No. 627 under the Police Station of Dum Dum in the then District of 24-Parganas at present North 24-Parganas particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in favour of Smt. Bijan Ganguly alias Bijanbala Ganguly, wife of Sri Kamakshya Charan Ganguly of Khalsakota Pally, Sultanpur, Police Station - Dum Dum, District - North 24-Parganas free from all encumbrances whatsoever.

AND WHEREAS after purchase of the said land by virtue of the said two separate Deeds of Khabala the said Smt. Bijan Ganguly alias Bijanbala Ganguly being the absolute Owner thereof made and / or erected a two storied building thereon in a part or portion of the said land measuring 74.33 Decimals at her own costs and expenses.

AND WHEREAS thereafter by virtue of a Deed of Gift dated 27.01.1981 corresponding to 13<sup>th</sup> Magh, 1387 B.S. duly registered in the office of the Sub-Registrar at Cossipore Dum Dum in Book No. 1, Volume No. 36, Pages 39 to 42, Being No. 515, for the year 1981, the said Smt. Bijan Ganguly alias Bijanbala Ganguly in consideration of natural love and affection transferred, conveyed, assigned and assured ALL THAT piece or parcel of a plot of soil land containing by estimation an area of 4 Cottaks & Chittacks equivalent to 7.44 Decimals be the same a little more or less out of 35 Decimals lying situate at Mouza - Sultanpur, J.L. No. 10, R.S. No. 148, Touz No. 173, Pargana - Kolkata comprised of R.S. Dag No. 1893 appertaining to R.S. Khatian No. 762 under the Police Station of Dum Dum within the limits of North Dum Dum Municipality in the District of North 24-Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of her youngest son Sri Anub Ganguly (the Owner No. 3 herein) free from all encumbrances whatsoever.



AAA, Dornakal, Registrar  
Bangalore, Dist. Davan, 24 Nov 1964

23 DEC 2014

AND WHEREAS by virtue of another Deed of Gift dated 27.01.1981 corresponding to 13<sup>th</sup> Magh, 1387 B.S. duly registered in the office of the Sub-Registrar at Coshpore Dum Dum in Book No. 1, Volume No. 34, Pages 57 to 60, Being No. 515, for the year 1981, the said Smt. Bijan Ganguly alias. Bijanbala Ganguly in consideration of natural love and affection transferred, conveyed, assigned and assured ALL THAT piece or parcel of a plot of soil land containing by estimation an area of 4 Cottahs 8 Chittacks equivalent to 7.44 Decimals be the same a little more or less out of 35 Decimals lying situate at Mouza - Sultanpur, J.L. No. 10, R.S. No. 148, Touzi No. 173, Pargana - Kolkata comprised of R.S. Dag No. 1893 appertaining to R.S. Khajlan No. 762 under the Police Station of Dum Dum within the limits of North Dum Dum Municipality in the District of North 24-Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of her second son Sri Pranab Kumar Ganguly (the Owner No. 2 herein) free from all encumbrances whatsoever.

AND WHEREAS after gift by virtue of said two separate Deeds of Gift the said Smt. Bijan Ganguly alias. Bijanbala Ganguly became the absolute Owner of ALL THAT piece or parcel of a plot of soil land containing by estimation an area of 59.45 Decimals be the same a little more or less lying situate at Mouza - Sultanpur, J.L. No. 10, R.S. No. 148, Touzi No. 173, Pargana - Kolkata comprised of R.S. Dag Nos. 1891 (land measuring .33 Decimals), 1892 (land measuring 39 Decimals) & 1893 (land measuring 20.12 Decimals) appertaining to R.S. Khajlan Nos. 627, 661 & 762 under the Police Station of Dum Dum within the limits of North Dum Dum Municipality in the District of North 24-Parganas.

AND WHEREAS thereafter the said Sri Anab Ganguly, Sri Pranab Kumar Ganguly and Smt. Bijan Ganguly alias. Bijanbala Ganguly, mutated their respective name in respect of their respective plot of land in the records of the North Dum Dum Municipality and upon mutation the said Municipal Authority assessed the said plots of land as Municipal Holding Nos. 62 (116), K.K. Pally 3, 63(117), K.K. Pally 3 & 65 (112), K.K. Pally 3 respectively in Ward No. 19 under the Police Station of Dum Dum in the District of North 24-Parganas and used to pay their respective relevant taxes and khajanas thereof to the said municipal authority and the concerned B.L. & L.R.O. office.

AND WHEREAS the said Smt. Bijan Ganguly alias. Bijanbala Ganguly died intestate on 26.07.2011 leaving behind her surviving three sons and three married daughters namely Sri Gamir Kumar Ganguly, Sri Pranab Kumar Gangopadhyay, Sri Anab Ganguly, Smt. Alo Mukherjee, Smt. Bhakti Chatterjee and Smt. Reba Chakraborty (the Owners herein) as her only heirs and heiresses and accordingly upon the demise of said Bijan Ganguly alias. Bijanbala Ganguly her said heirs and heiresses jointly inherited the said land containing by estimation an area of 59.45 Decimals be the same a little more or less lying situate at and being Municipal Holding No. 65 (112), K.K. Pally 3, Kolkata - 700 051 at Mouza - Sultanpur, J.L. No. 10, R.S. No. 148, Touzi No. 173, Pargana - Kolkata comprised of R.S. Dag Nos. 1891 (land measuring .33 Decimals), 1892 (land measuring 39 Decimals) & 1893 (land measuring 20.12 Decimals) appertaining to R.S.



ಆರೋಗ್ಯ ಮತ್ತು ಕುಟುಂಬ ಕಲ್ಯಾಣ ಇಲಾಖೆ  
ಕರ್ನಾಟಕ ಸರ್ಕಾರ, ಬೆಂಗಳೂರು, 24 ಫೆಬ್ರವರಿ 2017

23 DEC 2017



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Khatian Nos. 627, 661 & 762 under the Police Station of Dum Dum within the limits of North Dum Dum Municipality in the District of North 24-Parganas to the extent of undivided equal share each in accordance with the Hindu Succession Act, 1956 and her husband Kamakhya Charan Ganguly also died prior to her death.

AND WHEREAS in the manner aforesaid the said Sri Samir Kumar Ganguly, Sri Pranab Kumar Gangopadhyay, Sri Anab Ganguly, Smt. Ajo Mukherjee, Smt. Bhakti Chatterjee and Smt. Reba Chakraborty, the Owners herein thus became the absolute Owners to the extent of their undivided respective share each and jointly seized and possessed of and / or otherwise well and sufficiently entitled to ALL THAT piece or parcel of the said rayata shhiban sattya sari land at present used as bastu land containing by estimation an area of 74.33 Decimals be the same a little more or less together with a two storied building standing thereon including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 62 (116), K.K. Pally 3, 63(117), K.K. Pally 3 & 65 (112), K.K. Pally 3, Kolkata - 700 051 at Mouza - Sultanpur, J.L. No. 10, R.S. No. 148, Touz No. 173, Pargana - Kolkata comprised of R.S. Dag Nos. 1891, 1892 & 1893 appertaining to R.S. Khatian Nos. 627, 661 & 762 under the Police Station of Dum Dum within the limits of North Dum Dum Municipality in Ward No. 19 in the District of North 24-Parganas particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to as the "SAID PROPERTY" free from all encumbrances, liens, lispendens, attachments, claims and demands in any manner whatsoever.

AND WHEREAS the Owners herein being desirous of developing the said Property by constructing a multi storied ownership building thereon in accordance with the building plan to be sanctioned from the North Dum Dum Municipal Authority were searching for a competent Developer and in this regard the Developer herein having come to know about the desire of the Owners and approached them for undertaking the development of the said Property and being satisfied about the title of the Owners in respect of the same proposed the Owners to develop the said Property:

AND WHEREAS the Owners herein jointly have agreed to the proposal of the Developer herein on such terms and conditions as mentioned hereinafter.

AND WHEREAS the Developer herein has agreed to raise the construction of the said proposed ownership multi storied building at its own costs and expenses in accordance with the building plan to be sanctioned from the North Dum Dum Municipality.

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

1. DEFINITION : Unless there is anything repugnant to the subject or context.

- (a) **OWNERS** shall mean (1) SRI SAMIR KUMAR GANGULY, (2) SRI PRANAB KUMAR GANGOPADHYAY, (3) SRI ARNAB GANGULY, (4) SMT. ALO MUKHERJEE, (5) SMT. BHAKTI CHATTERJEE and (6) SMT. REBA CHAKRABORTY and their respective heirs, executors, administrators, legal representatives and assigns.
- (b) **DEVELOPER** shall mean M/S. DREAMPARADISE PROPERTIES PVT. LTD. a Company incorporated under the Companies Act, 1956, having its office at Premises No. 2/5/1, Anantadeb Mukherjee Lane, Police Station - Shibpur, Howrah - 711 102 and its successors in office and assigns.
- (c) **TITLE DEED** shall mean the Deeds referred to hereinabove in the recital.
- (d) **PROPERTY** shall mean the Property particularly mentioned and described in the First Schedule hereunder written.
- (e) **BUILDING** shall mean the multi storied Ownership building to be constructed on the said Property.
- (f) **COMMON FACILITIES AND AMENITIES** shall include corridors, stairway, ultimate roof, terrace, parapet walls, passage ways, driveways, submersible pump, lift, overhead water tank, water pump and other facilities which may be mutually agreed by and between the Parties and required for the establishment, location, enjoyment, provisions and maintenance and/or management of the said proposed multi storied Ownership building.
- (g) **SALEABLE SPACE** shall mean the space in the said proposed multi storied Ownership building available for independent use and occupation after making due provisions for common facilities and the space required therefor.
- (h) **OWNERS' ALLOCATION AND CONSIDERATION** shall mean the allocation as fully and particularly set out in the Second Schedule hereunder written.
- (i) **DEVELOPER'S ALLOCATION** shall mean the allocation as fully and particularly set out in the Third Schedule hereunder written.
- (j) **THE ARCHITECT** shall mean such person who may be appointed by the Developer for both designing and planning the building on the said property.
- (k) **BUILDING PLAN** shall mean such plan to be prepared by the Architect for the construction of the said proposed multi storied Ownership building and also to be sanctioned by the North Dum Dum Municipality and/or any other competent authorities as the case may be.
- (l) **TRANSFeree** shall mean a person, firm, limited company, association of persons or body of individuals to whom any space in the said proposed multi storied Ownership building to be transferred by the Owners and / or the Developer from their respective allocation.
- (m) **WORDS** importing singular shall include plural and vice versa.

2. THIS AGREEMENT shall be deemed to have commenced on and with effect from the date of its execution.

3. THE OWNERS DECLARE AS FOLLOWS:

- (a) That they are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Property.
- (b) That the said Property is free from all encumbrances and the Owners have a marketable title in respect of the said Property to enter into this Development Agreement.
- (c) That the said Property is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions whatsoever or howsoever.
- (d) That there is no excess vacant land at the said Property within the meaning of Urban Land (Ceiling and Regulation) Act, 1976.

4. THE OWNERS AND THE DEVELOPER DO AND EACH OF THEM DOH HEREBY DECLARE AND COVENANT AS FOLLOWS:

- (a) That the Owners do and each of them doth hereby grant exclusive right to the Developer to undertake new construction in accordance with the plan to be sanctioned by the North Dum Dum Municipality and/or any other authorities as the case may be.
- (b) That all applications, plan and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the Owners at the Developer's own costs and expenses.
- (c) That nothing herein contained shall be construed as a demise or assignment or conveyance or as creating any right, title or interest in respect of the said Property in favour of the Developer other than an exclusive license or right to the Developer to do or refrain from doing the acts and things in terms hereof and to deal with the Developer's allocation.
- (d) That in consideration of the foregoing Property the Developer has agreed to allocate to the Owners the allocation as mentioned in the Second Schedule hereunder written.
- (e) The Developer shall complete the construction of the said proposed multi storied Ownership building on and upon the First Schedule property within 4 (four) years from the date of receipt of the sanctioned building Plan and the said time may be extended maximum 6 (six) Months only provided that the Developer must complete the proceedings for mutation of the names of the Owners in the records of the North Dum Dum Municipality and concerned B.L. & L.R. Office positively at its own costs.
- (f) That the Owners will grant to the Developer a registered Development

General Power of Attorney as may be required for the purpose of obtaining sanction of plan and all necessary permission and sanction from different authorities in connection with the construction of the said proposed building and for selling out or otherwise the Developer's Allocation and also for using, pursuing and following up the matter with the North Dum Dum Municipality and other authorities.

- (g) That upon completion of the proposed multi storied Ownership building (mainly of Owners' Allocation) the Developer will handover the Owners' Allocation to the Owners within the said stipulated period mentioned hereinabove and as fully described in the Second Schedule hereunder written.
- (h) That in so far as necessary all dealings by the Developer in respect of the said proposed multi storied Ownership building including Agreements for Sale or transfer concerning the Developer's Allocation shall be in the name of the Owners for which purpose the Owners undertake to give the Developer a registered Development General Power of Attorney in a form and manner required by the Developer PROVIDED HOWEVER the same shall not create any financial liability upon the Owners in any manner whatsoever.
- (i) That the Developer will at its own costs construct and complete the said proposed multi storied Ownership building at the said Property in accordance with the sanction plan to be sanctioned from the North Dum Dum Municipality and conforming to such Specifications as are mentioned in the Fourth Schedule hereunder written and as may be recommended by the Architect from time to time appointed for the purpose and it is hereby clearly understood that the decision of the Architect regarding the quality of the materials shall be final and binding on the Parties herein.
- (j) That the Developer shall install in the said new building at its own costs overhead tank, electric wiring and installations and other facilities as are required to be provided in the said proposed multi storied Ownership building to be constructed for sale of flats and other constructed spaces on Ownership basis and as mutually agreed.
- (k) That the Developer shall be authorised in the name of the Owners in so far as is necessary to apply for and obtain temporary and permanent connections of drainage, sewerage and/or other facilities if any required for the construction or enjoyment of the said proposed building.
- (l) That the Developer will at its own costs and expenses and without creating any financial or other liability on the Owners construct and complete the said proposed building in accordance with the sanctioned building plan and any amendment thereto or modification thereof subject to prior written consent from the Owners.
- (m) That on and from the date of making over vacant possession of the said Property, the municipal rates and taxes as also other outgoings in respect of the

the said proposed multi storied Ownership building thereon consisting of flats, commercial spaces and car parking spaces at its own costs and conferring on it the rights, powers, privileges and benefits mentioned herein, the Developer has agreed to allocate the Owners' Allocation as mentioned in the Second Schedule hereunder written to the Owners herein and the Owners will never claim any further allocation and/or consideration in any manner whatsoever save and except only the allocation as mentioned in the Second Schedule hereunder written.

5. IT IS FURTHER AGREED BY AND BETWEEN THE OWNERS AND THE DEVELOPER AS FOLLOWS :-

- a) That on completion of the allocation of the Owners in all respects the Developer will inform the Owners in writing asking them to take possession of the Owners' allocation in the building as per the Second Schedule hereof and the Owners will be responsible for payment of all Municipal and Property taxes, rates, duties and other public outgoings and impositions whatsoever payable in respect of their respective allocation PROVIDED THAT the said rates to be apportioned pro-rata basis with reference to their allocation exclusively in the building if they are levied on the building as a whole. Provided further that the Developer shall obtain the Completion Certificate from the concerned Municipality after completion of the said building in accordance with the sanctioned plan and the Owners shall not be held liable for any act or omission in respect of the construction of the said building in violation of the building plan committed by the Developer and the Developer shall remain responsible on any act of omission in respect of the construction of the said proposed multi storied Ownership building in violation of the sanctioned plan or any penalty which may be imposed on its by the appropriate authority.
- b) That the Owners and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities and keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default made by either of them.
- c) That as and from the date of service of notice of possession the Owners will also be responsible to pay and bear the service charge for the common facilities in the proposed multi storied Ownership building

payable with respect to their allocation, such charges are to include proportionate share of premium for the insurance of the building, water, fire and scavenging charges and taxes, light, sanitation repair and renewal, charges for bill collection and management of the common facilities, renovation, replacement, maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment, pump, Motor and other electrical and mechanical installations, appliances and equipment, stairway, corridors, passageways and other facilities whatsoever as may be mutually agreed from time to time.

- d) That the Owners shall have exclusive right to transfer or otherwise disposed of their allocation in the newly constructed building as per the Second Schedule hereof and in case any amount is payable by them in respect of the service charges for the common facilities the same will be borne by the Owners or the person to whom the said allocation may be transferred.
- e) That the Owners will not do any act, deed or thing whereby Developer shall be prevented from construction and completion of the said proposed multi storied Ownership building, if such things is done by the Developer as per specification of the Agreement and / or so long Developer shall not violate the times & conditions of this agreement or act in violation of sanctioned Building Plan.
- f) That neither Party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance, annoyance or hazard to the other Purchasers/Occupiers of the apartments or the building.
- g) That neither Party shall make any structural alteration in their respective allocation without the previous consent of the other. PROVIDED HOWEVER such alteration shall always be made with the approval of the appropriate authority as may be required for the purpose.
- h) That both the Parties herein shall abide by all statutory rules and regulations, bye-laws etc. as the case may be and the Developer shall only be responsible for any deviation, violation and / or breach of any of the said laws, bye-laws, rules and regulations.
- i) That the respective allottees shall keep at all times the interior walls, sewers,

drains, pipes and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in perfect working condition and repair so as not to cause any damage to the building or any other space or accommodation therein and shall keep the either of them and/or the occupiers of the building indemnified from and against the consequences of any breach arising therefrom.

- D) That neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said proposed building harmless and indemnified from and against the consequences of any breach.
- K) That the articles of display or otherwise shall not be kept by either parties in the corridors or other places of common use in the building so as to cause hindrance in any manner in the free movement of users in the corridors and other places of common use in the building.
- Q) That neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.
- M) That the Owners will permit the Developer and its servants and agents with or without workmen and others at all reasonable times to enter into and upon the allocation of the Owners and every part thereof for the purpose of repairing, maintaining, re-building, cleaning, lightening and testing drains, gas and water pipes and electric wires and for any similar purpose.
- N) The Developer will be responsible to shift the Owners herein from the said Premises within the vicinity of the First Schedule mentioned property during the construction of the said proposed building and pay the rents to the Owners herein till the date of handing over possession of the Owners' Allocation to the Owners and all costs of shifting will be borne and paid by the Developer only at their own costs, risk and responsibility.

6. THE OWNERS DO AND EACH OF THEM DO TH HEREBY AGREE AND COVENANT WITH THE DEVELOPER AS FOLLOWS:

- a) Not to cause any interference or hindrance in the construction of the said building at the said Property by the Developer.
- b) Not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building at the said Property so long Developer shall act according to the sanctioned Building Plan.

7. THE DEVELOPER DO TH HEREBY AGREE AND COVENANT WITH THE OWNERS AS FOLLOWS:

- a) To complete the construction of the building within 4 (four) years from the date of receipt of the sanctioned building Plan and the said time may be extended maximum 6 (six) Months only as mentioned hereinabove subject to mutual understanding only.

- b) Not to violate or contravene any of the provisions or rules applicable to the construction of the said proposed multi storied Ownership building.
  - c) Not to violate or contravene any of the provisions or rules applicable to the construction of the said proposed multi storied Ownership building.
  - d) Not to do any act, deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any part of their respective allocation in the said proposed building at the said Property.
  - e) Not to part with possession of the Developer's allocation or any portion thereof unless possession of the allocation of the Owners are delivered to the said Owners PROVIDED HOWEVER It will not prevent the Developer from entering into any Agreement for Sale or Transfer or to deal with the Developer's allocation.
  - f) To keep the Owners indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in relation to the construction of the said building.
  - g) To keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the Development of the said Property and/or in the matter of construction of the said proposed multi storied Ownership building and/or for any defect therein.
  - h) By dint of the Power of Attorney the Developer will not have any right to sell the Plot of Land and to sell the allocated portions of the Owners which belongs to the Owners according to the Development Agreement.
    - i) The Developer must remain liable for the followings :-
      - i) Any structural defects or any constructional defects.
      - ii) For using inferior quality of construction materials, interior fittings and interior external fittings of the said building.
      - iii) For bad and poor workmanship and also for deviation and illegal and unauthorized floors of any.
      - iv) During the process of construction the Developer and the Owners both have the right to take consideration money / earnest money partially or in full from the Purchasers with valid receipt and this sale will be done from their respective allocation.
8. MUTUAL COVENANTS AND INDEMNITIES :
- a) The Owners do and each of them doth hereby further undertake that the Developer shall be entitled to the said construction and will enjoy its allocated space without any interference or disturbance provided the Developer performs and fulfills all the terms and conditions herein contained and/or on its part to be observed and performed.



- b) The Owners and the Developer hereby jointly declare that they have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a Partnership between them or as a Joint Venture in any manner nor shall the Parties hereto constitute an Association of persons.
- c) The Owners will do or execute or cause to be done or executed all such further deeds, matters and things not herein specified as may be required to be done by the Developer and for which the Developer may need the authority of the Owners and/or authorization as may be required for the purpose PROVIDED THAT all such acts, deeds, matters and things shall not in any way infringe on the rights of the Owners and/or go against the spirit of these presents.
- d) The Owners will not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's allocation which shall be the liability of the Developer who shall keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- e) The Developer and the Owners shall mutually frame Scheme for the Management and Administration of the said building and/or common parts thereof and agree to abide by all the Rules and Regulations to be framed by any Society/ Association and/or any other Organisation who will be in charge of such management of the affairs of the said building and/or common parts thereof.
- f) Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said Property or any part thereof to the Developer by the Owners or as creating any right, title or interest in respect thereof in favour of the Developer other than an exclusive license in favour of the Developer to do the acts and things expressly provided herein as also in the Power of Attorney to be given for the purpose PROVIDED HOWEVER the Developer be entitled to raise fund from any Bank of Banks without creating any financial liability on the Owners and for that purpose the Developer shall keep the Owners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- g) As and from the date of completion of the building the Developer and/or its transferees and the Owners and/or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes payable in respect of their respective spaces.
- h) The Owners do and each of them doth hereby authorized and empowered the Developer to amalgamate the said Property particularly mentioned and described in the First Schedule property to any other adjacent plot or plots of land at its own costs and responsibility, if necessary, without prejudice to any other rights, title and interest of the Owners and also without encumbering Owners' share as agreed upon.

9. LIQUIDATED DAMAGES AND PENALTY:

- a) The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the Force Majeure conditions i.e. flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act or commission beyond the control of the Parties hereto.
- b) If due to any willful act on the part of the Developer the construction and completion of the building is delayed then and in that event the Developer will be liable to such loss or damages to the Owners as per the penalty mentioned herein after.
- c) In the event the Developer fails and/or neglects to start the construction even after obtaining sanction of the building plan then the Developer will pay damages to the Owners to the tune of Rs. 500/- (Rupees Five Hundred) only per day for each delayed day and if the Developer abandons the construction work at any stage then and on that event this Agreement shall stand cancelled and the Developer shall remain liable to pay compensation to the Owners.

10. The existing electric meters of the said property will be remained in the name of the Owners herein.

11. The right to sue for Specific Performance of this contract by One Party against the Other as per the terms of this Agreement shall remain unaffected.

12. JURISDICTION

All Courts within the limits of North 24 Parganas shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the Parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of bastu land containing by estimation an area of 74.33 Decimals be the same a little more or less together with a two storied building measuring 2000 Sq.ft. (1000 Sq.ft. in each floor) and R.T.S. structures measuring 15000 Sq.ft. thereon including all easement rights and appurtenances thereto lying

4.11.14

situate at and being Municipal Holding Nos. 62 (116), K.K. Pally 3, 63(117), K.K. Pally 3 & 65 (112), K.K. Pally 3 (Khallesakota Pally), Kolkata - 700 051 at Mouza - Sultanpur, J.L. No. 10, R.S. No. 148, Touzi No. 173, Pargana - Kolkata comprised of R.S. Dag Nos. 1891 (land measuring .33 Decimals), 1892 (land measuring 39 Decimals) & 1893 (land measuring 35 Decimals) appertaining to R.S. Khatian Nos. 627, 661 & 762 under the Police Station of Dum Dum within the limits of North Dum Dum Municipality in Ward No. 19, Additional District Sub-Registration office at Cossipore Dum Dum in the District of North 24-Parganas and butted and bounded in the manner follows :-

- ON THE NORTH : By the land of Amit Dasgupta and others
- ON THE SOUTH : By the land of Roy Family.
- ON THE EAST : By the land of Dilip Saha and others
- ON THE WEST : By 25' ft. wide Municipal Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(OWNERS' ALLOCATION & CONSIDERATION)**

ALL THAT piece or parcel of 39% (Thirty Nine percent) of the total sanction area to be sanctioned from the North Dum Dum Municipality together with undivided impartible proportionate share of land underneath including all other common service areas, amenities and facilities appended thereto the said proposed multi storied ownership building.

**A N D**

The Developer further will pay the total amount of Rs. 60,00,000/- (Rupees Sixty Lac) only as an adjustable and / or refundable money as follows :-

Uma Khan.

- (a) Rs. 6,00,000/- (Rupees Six Lac) only has already been paid to the Owners herein at or before signing of this Development Agreement and the receipt whereof the Owners do hereby admit and acknowledge as per memo of consideration hereunder written.
- (b) The balance amount of Rs. 54,00,000/- (Rupees Fifty Four Lac) only will be paid to the Owners after the date of receipt of sanctioned building plan from the North Dum Dum Municipality or within 6 (six) months from the date of 28<sup>th</sup> December, 2013.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(DEVELOPER'S ALLOCATION)**

ALL THAT piece or parcel of remaining 61% (Sixty One percent) of the total sanction area to be sanctioned from the North Dum Dum Municipality together with undivided impartible proportionate share of land underneath including all other common service areas, amenities and facilities appended thereto the said proposed multi storied ownership building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**SPECIFICATION OF THE BUILDING**

**CONCRETE** :  
R.C.C. works of Beams, Slabs, Lintels, Chajjas etc. will be done in (1:1 / 2:3) Water proofing and roof treatment will be provided at the time of finish.

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**PLASTERING :**

- a) 12mm thick inside plaster with sand and cement mortar in (6:1) ratio
- b) 18mm thick outside plaster with sand and cement mortar in (4:1) ratio

**FLOORING :**

- a) Vitrified Tiles (2' x 2') with Skirting.
- b) Side wall of Toilet will be finished with glazed tiles 6'-6" ft. height and floor thereof will also be finished with Marble slab (2' x 2'), a shower point and two bib cock will be provided in Toilet.
- c) Coloured Glazed Tiles to be fixed on wall of kitchen height upto 3 1/2' ft. from cooking slab (Black Stone) and the Floor thereof will also be finished with marble slab (2' x 2') and one Steel sink with a bib cock other bib cock below the sink will be provided therein.

**STAIRCASE :**

Stair will be finished with Marble

**WINDOWS :**

Aluminum channel with Grill.

**BRICK WORKS :**

- a) 8" thickness brickwork will be done outside wall.
- b) 3" thick inside partition walls and 5" thick with mortar partition between the Units.

**SANITARY & WATER SUPPLY :**

- a) P.V.C. Pipes for external line.
- b) Overhead reservoir will be R.C.C.
- c) P.V.C. Rain water pipe for water disposal
- d) Concealed pipe line will be used for Toilet and kitchen, one shower point, two bib cock points at the toilet, two water point at kitchen, one white basin with bib cock at the Dining.
- e) Porcelain white pan for Toilet.

**DOOR :**

Door Frames will be of best quality Karpur/Sal wood. All doors will be Flush type with primer.

**PAINTING :**

Outside walls of the building will be colour weather coat painting and inside walls of all flats will be plaster of paris.

**ELECTRIFICATION :**

- a) Concealed wiring.
- b) 5 (15 Amp) points in each Bed Room and in dining also.
- c) 4 points in kitchen and 2 point in Bath room.
- d) 1 (One) Ceiling Bell Point at Main Door.
- e) 1 (one) Light point, one 15 Amp. Plug and One Chimney / Exhaust Fan point at kitchen.
- f) One Light Point and One Exhaust Fan Point in Toilet.
- g) One Light Point in the Balcony plus One 15 Amp. Plug point.

**LIFT :** Lift will be provided of reputed Company (Capacity of 4 persons).

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the OWNERS at Kolkata

In the presence of:-

- 1. Suman Jana  
594/1, Dakshindari Road,  
Block-A, Lake Town,  
KOL-48

Samin Mr. Guptajy.  
Anant Guptajy  
Alo Mukherjee  
Reba Choudhury.  
Bhakti Chatterjee  
Pranab Kumar Guptajy

- 2. Supriya K. Patra  
r/4 - Radhapur.  
P.O - Hadul pur.  
P.S - Bhupatnagar  
Dist - Purba Medinipur

Signature of the Owners

SIGNED, SEALED AND DELIVERED

by the DEVELOPER at Kolkata

In the presence of:-

- 1. Suman Jana
- 2. Supriya K. Patra.

DREAMPARADISE PROPERTIES PRIVATE LIMITED  
Priscilla Charles Khan  
Director

DREAMPARADISE PROPERTIES PRIVATE LIMITED  
Uma Khan  
Director

Signature of the Developer

RECEIPT

RECEIVED of and from the within named Developer the within mentioned sum of Rs. 6,00,000/- (Rupees Six Lac) only as and by way of earnest / part payment out of total adjustable and / or refundable money under this Development Agreement as per memo below.

MEMO OF CONSIDERATION

By several Cheques on different dates \_\_\_\_\_ Rs. 6,00,000/-

(Rupees Six Lac Only)

WITNESSES:

1. Suman Jais

Somvir Mir. Garguly  
Anand Garguly  
Alo Mukherjee  
Rohit Chatterjee  
Ashikhi Chatterjee  
Pranav Kumar Gangopadhyay

2. Supriya K. Patra.

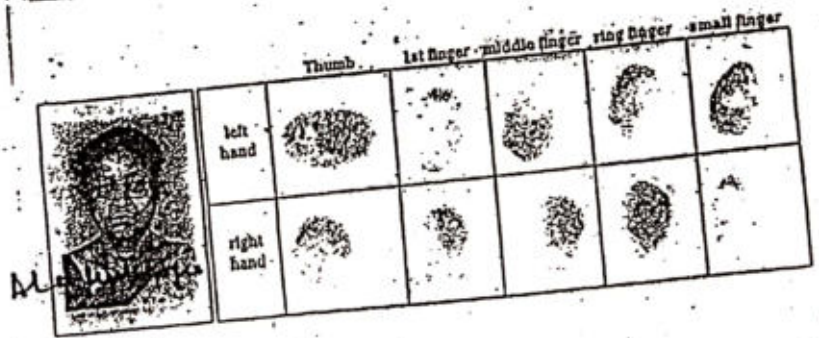
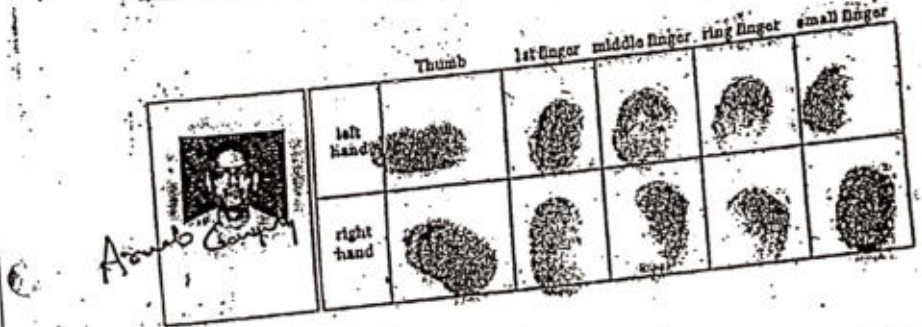
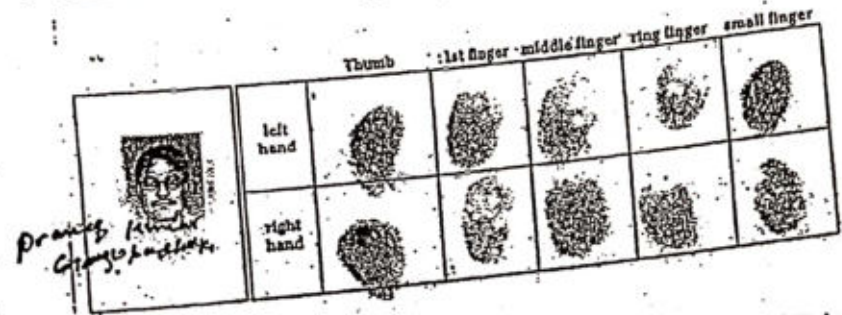
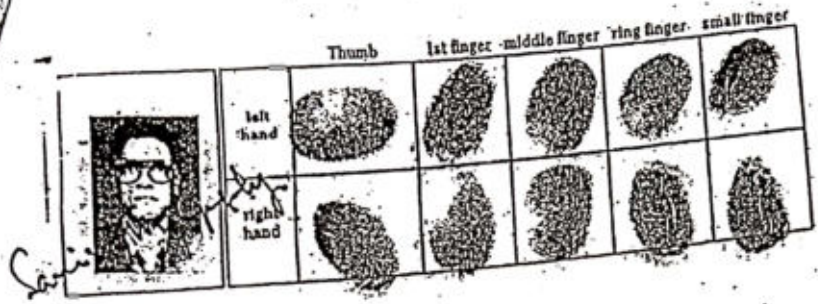
\_\_\_\_\_  
Signature of the Owners

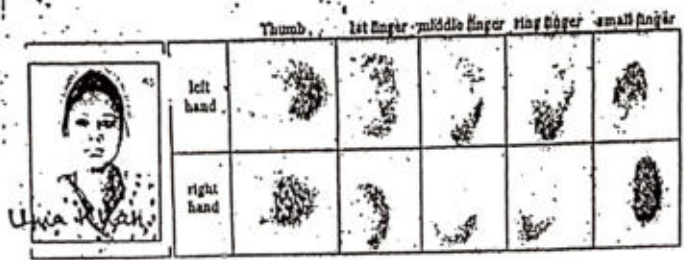
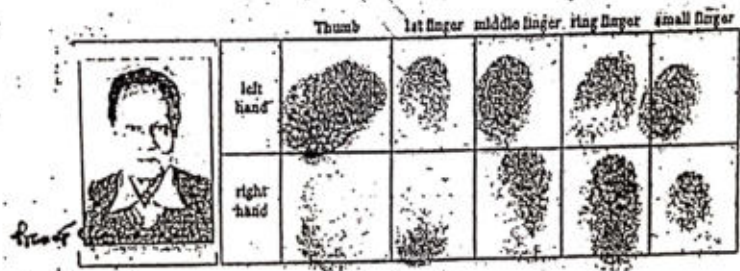
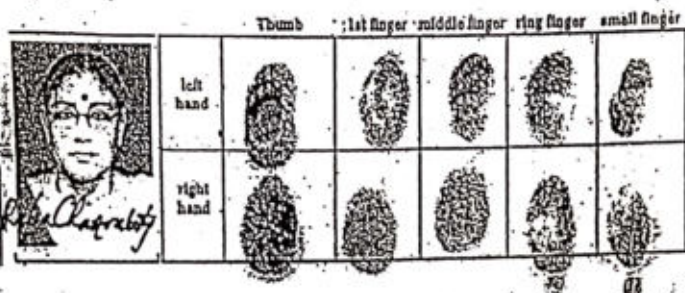
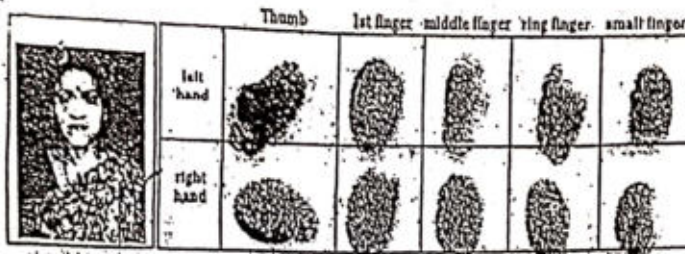
Drafted by :-

Kallpada Charan

(Kallpada Charan)  
Advocate,  
Bar Association,  
Sealdah Court Complex,  
Second Floor, Room No. 201,  
Kolkata - 700 014.

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Government Of West Bengal  
Office Of the A.D.S.R. COSSIPORE DUMDUM  
District-North 24-Parganas

Endorsement For Deed Number : 1- 00171 of 2014  
(Serial No. 15621 of 2013 and Query No. 1506L000027110 of 2013)

~~Date: 23/12/2013~~  
~~Presentation Under Section 57A of Rule 22A of the 1908 Registration Rules, 1908~~

Presented for registration at 21.08 hrs on :23/12/2013, at the Private residence by Uma Khan, one of the Claimants.

~~Admission of Execution Under Section 57A of Rule 22A of the 1908 Registration Rules, 1908~~

Execution is admitted on 23/12/2013 by

1. Semir Kumar Ganguly, son of Lt Kamakshya Charan Ganguly, 3, Khalishakota Pally, Kolkata, Thana:-Dum Dum, P.O. :-Birati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700051, By Caste Hindu, By Profession : Business
  2. Pranab Kumar Gangopadhyay, son of Lt Kamakshya Charan Ganguly, 3, Khalishakota Pally, Kolkata, Thana:-Dum Dum, P.O. :-Birati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700051, By Caste Hindu, By Profession : Service
  3. Amab Ganguly, son of Lt Kamakshya Charan Ganguly, 3, Khalishakota Pally, Kolkata, Thana:-Dum Dum, P.O. :-Birati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700051, By Caste Hindu, By Profession : Business
  4. Alo Mukherjee, wife of Lt Prafulla Kumar Mukherjee, 47, Regent Place, Rani Kuthi, P. S. Jadavpur, Kolkata, West Bengal, India, Pin :-700040, By Caste Hindu, By Profession : House wife
  5. Bhakti Chatterjee, wife of Shyamal Chatterjee, Madhani Lane, Mithunpura Club Road, Muzaffarpur, India, By Caste Hindu, By Profession : House wife
  6. Reba Chakraborty, wife of Swapan Chakraborty, Nandan Nagar, 69/3, Old Nimita Road, Kolkata, Thana:-Belgharia, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700083, By Caste Hindu, By Profession : House wife
  7. Prasad Chandra Khan  
Director, M/s. Dreamparadise Properties Pvt. Ltd., 2/5/1, Anantadeb Mukherjee Lane,, Thana:-Shibpur, District:-Howrah, WEST BENGAL, India, Pin :-711102.  
By Profession : Business
  8. Uma Khan  
Director, M/s. Dreamparadise Properties Pvt. Ltd., 2/5/1, Anantadeb Mukherjee Lane,, Thana:-Shibpur, District:-Howrah, WEST BENGAL, India, Pin :-711102.  
By Profession : Business
- Identified By Debasis Das, son of . . . Sealdah Court, Kolkata, West Bengal, India, Pin :-700014, By Caste: Hindu, By Profession: Law-Advocate



(Utpal Kumar Basu)  
A. D. S. R. COSSIPORE DUMDUM



Government Of West Bengal  
Office Of the A.D.S.R. COSSIPORE DUMDUM  
District:-North 24-Parganas

Endorsement For Deed Number : I - 00171 of 2014  
(Serial No. 15621 of 2013 and Query No. 1506L000027110 of 2013)

(Utpal Kumar Basu)  
A. D. S. R. COSSIPORE DUMDUM

~~On 24/12/2013~~  
~~Certificate of Market Value under Rule 5 of 2001~~

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-5,52,50,845/-

Certified that the required stamp duty of this document is Rs.- 75021/- and the Stamp duty paid as: Impressive Rs.- 100/-

(Utpal Kumar Basu)  
A. D. S. R. COSSIPORE DUMDUM

~~On 08/01/2014~~  
~~Certificate of Admissibility under Registration Rules 1962~~

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4, 5(i), 53 of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

~~Payment of~~  
Amount by Draft

Rs. 6610/- is paid , by the draft number 966266, Draft Date 20/12/2013, Bank Name State Bank of India, LAKE TOWN, received on 08/01/2014

( Under Article : B = 6589/- , E = 21/- on 08/01/2014 )

~~Deficit stamp duty~~  
Deficit stamp duty Rs. 75021/- is paid , by the draft number 966267, Draft Date 20/12/2013, Bank : State Bank of India, LAKE TOWN, received on 08/01/2014

(Utpal Kumar Basu)  
A. D. S. R. COSSIPORE DUMDUM



(Utpal Kumar Basu)  
A. D. S. R. COSSIPORE DUMDUM

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 1  
Page from 3461 to 3485  
being No 00171 for the year 2014.



*UK*  
(Utpal Kumar Basu) 09 January 2014  
A. D. S. R. COSSIPORE DUMDUM  
Office of the A.D.S.R. COSSIPORE DUMDUM  
West Bengal.

23.12.2014