

05/27/17

I- 4970/12



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

X 948055

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.


District Sub-Registrar-II
Alipore, South 24 Parganas

• 9 JUN 2017 •

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 9th day of June, Two Thousand and Seventeen (2017) A.D.

BETWEEN

Serial.....1029.....
Name.....
Address.....
Rs.....100f.....

07 JUN 2017

SUBHANKAR SARKAR (Adv)
Alipore Judges Court
Kolkata - 700 027

A. K. PURKAYASTHA (Stamp Vendor)
Alipore Police Court, Kol-27



District Sub-Register-II
Alipore, South 24 Parganas

9 JUN 2017

Fatima Das
S/o. B.R. Das
Alipore Police Court
Kol-27.

SUN & SUN INFRAMETRIC PRIVATE LIMITED, (PAN: AACCN1338F)

a Company incorporated under the provisions of the Companies Act, 1956, having its registered Office at Sharma Complex, Malviya Road, Post Office & Police Station-Raipur, District-Raipur, Chhattisgarh, Pin No. 492001; represented by its Director- **SRI SHYAM SUNDER SHARMA, (PAN: AJNPS2571E)** son of Sri Brij Mohan Sharma, by faith- Hindu, by Occupation - Business, residing at Sharma Parivar, Post Office Raipur, Police Station: Raipur, District: Raipur, Chhattisgarh, Pin: 492001; hereinafter called and referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-offices, lawful entity holders, administrators, legal representatives and assigns) of the **ONE PART.**

A N D

PRAMOD CONSTRUCTION, (PAN: AAOFP3029L), a Partnership Firm having its registered Office at 28, Chandrakiran Bldg, Gokul Chandrama Mandir Road, Budhapara, Post Office & Police Station - Raipur, District-Raipur, Chattisgarh Pin No. 492001, represented by partners namely- (1) **SRI PRAMOD KUMAR CHOUBEY, (PAN: ABWPC4040P)**, son of Sri Omprakash Choubey, by faith: Hindu, By occupation: Business, Nationality: Indian and (2) **SMT. PRATIMA CHOUBEY, (PAN: ACLPC8041L)**, daughter of Sri Biswanath Sharma, wife of Sri Pramod Kumar Choubey, by faith: Hindu, By occupation: Business, Nationality: Indian, both residing at 493C/A, G.T. Road, Post Office Shibpur, Police Station - Shibpur, Howrah - 711 102, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless 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 one Mussammat Gofuran Bibi, wife of Sahebjan Sheikh of 10/2, Watgunge Street, Khidderpore, Calcutta, was the sole and absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu land measuring 29(twenty nine) decimals, be the same a little more or less together with structure standing thereon, lying and situated in R.S.

9 JUN 2017

Onur Sub-Register-II
Alipore, South 24 Parganas

✓



Dag No. 93, under R.S. Khatian No. 182, **ALL THAT** piece and parcel of Danga land measuring 11(eleven) decimals, be the same a little more or less in R.S. Dag No. 94 and **ALL THAT** piece and parcel of Bastu land measuring 11(eleven) decimals, be the same a little more or less together with structure standing thereon both of under R.S. Khatian No. 158, all of Mouza - Mondal Para, J.L. No. 6, R.S. No. 190, Touzi No. 1508, Pargana-Magura, Police Station-Behala, District Sub Registration office at Alipore, Additional District Sub Registration office at Behala, within the then South Suburban Municipality, District -24 Parganas, now South 24 Parganas together with all rights of easements common facilities and amenities annexed thereto.

AND WHEREAS the name of Mussammat Gofuran Bibi was published and recorded in the Revisional Settlement as owner in respect of the aforesaid property and was enjoying it by paying taxes and outgoing to the appropriate authorities.

AND WHEREAS the aforesaid landed property in R.S. Dag Nos. 93, 94 and 95 is altogether 51 decimals but actual physical measurement comes to 29 Cottahs and 24 Square Feet, be the same or a little more or less together with structures standing thereon and commonly known as 13, Banamali Ghoshal Lane, Police Station-Behala, Calcutta, hereinafter referred to as the "***Entire Property***"

AND WHEREAS the said Mussammat Gofuran Bibi died intestate on 16-04.1965, leaving behind her only son- Mohammad Hossain and two daughters-Mussammat Samsunnessa Bewa and Mussammat Kaniz Fatima as her heirs and after the demise of Mussammat Gofuran Bibi, her only son and two daughters inherited the entire property according to Sunni School of Mohamedan Law.

AND WHEREAS according to Sunni School of Mohamedan Law, the said Mohammad Hossain got 8 annas share, Mussammat Samsunnessa Bewa got 4 annas share, while Mussammat Kaniz Fatima got 4 annas share of the entire property left by their mother Mussammat Gofuran Bibi.

9 JUN 2017

Director Sub-Registrar-II
Alipore, South 24 Parganas



AND WHEREAS the said Mohammad Hossain died intestate on 02.07.1965, leaving behind his third wife namely Mussamat Mazidunnessa, two sons- Ahmed Hossain, (son by his predeceased first wife Mussamat Khairunnessa), Moktar Hossain@ Muktar Hossain (the son of his third wife Mussamat Mazidunnessa) and one daughter- Mussamat Sahani Begum, (by his pre deceased second wife Mussamat Marium Bibi) as his heirs and after the demise of Mohammad Hossain, the said Mussamat Mazidunnessa, Ahmed Hossain, Moktar Hossain@ Muktar Hossain and Mussamat Sahani Begum jointly inherited 8 annas share of the entire property in accordance with Sunni School of Mohamedan Law.

AND WHEREAS by virtue of inheritance from Mohammad Hossain, since deceased, the said Mussamat Mazidunnessa got 1 anna share, Ahmed Hossain got 2 annas 16 gandas share, Moktar Hossain@ Muktar Hossain got 2 annas 16 gandas share and Mussamat Sahani Begum got 1 anna 8 gandas share of the entire property.

AND WHEREAS the said Mussamat Mazidunnessa died intestate in the year 1978, leaving behind her only son Moktar Hossain@ Muktar Hossain as her sole heir and representative, who also inherited 1 anna share of the entire property left by Mussamat Mazidunnessa according to Sunni School of Mohamedan Law.

AND WHEREAS the entire property was included within the territorial limits of Kolkata Municipal Corporation. The name of Mussamat Samsunnessa Bewa and Mussamat Kaniz Fatima were recorded as joint Owner in respect of **ALL THAT** piece and parcel of Bastu land measuring 15(fifteen) Cottahs 1(one) Chittack and 21(twenty-one) Square Feet, but actual physical measurement 14(fourteen) Cottahs 8(eight) Chittaks and 12 (twelve) Square Feet, be the same a little more or less together with structure standing thereon and known as Municipal Premises No. 19, Banamali Ghoshal Lane, Police Station - Behala, Kolkata - 700 034, under Ward No. 121, Vide Assessee No.41-121-02-0019-1.

AND WHEREAS the said Mussamat Samsunnessa Bewa a childless widow died intestate on 21.12.1986 but during her life time she had made oral gift (Heba) of her share in the entire property in favour of

• 9 JUN 2017

Ordnance Sub-Registrar-II
Alipore, South 24 Parganas

—



her grand son-in-law, Mohammad Rafique and nephew Moktar Hossain@ Muktar Hossain and delivered possession of the same to them.

AND WHEREAS by virtue of the said oral Gift (Heba), Mohammad Rafique, got 3 annas share, while Moktar Hossain@ Muktar Hossain, got 1 anna share in respect of the entire property. The natural heirs of the said Mussammat Samsunnessa Bewa i.e. sister Kaniz Fatima and the sons of her predeceased brother Ahmed Hossain did not raise any objection thereto or claim any interest therein against them and the said oral Gift (Heba) was duly accepted and acted upon.

AND WHEREAS in the circumstances set forth hereinabove, the share and /or interest of the successor-in-interest of the said Mussammat Gofuran Bibi had been developed upon the following persons in respect of the entire property :-

- 1) Mussammat Kaniz Fatima - 4(four) annas or 7(seven) Cottahs 4(four) Chittaks and 6 (six) Square Feet, be the same or a little more or less.
- 2) Ahmed Hossain - 2(two) annas and 16(sixteen) gandas or 5(five) Cottahs 1(four) Chittak and 12(twelve) Square Feet, be the same or a little more or less.
- 3) Moktar Hossain@ Muktar Hossain - 4(four) annas and 16 (sixteen) gandas or 8(eight) Cottahs 11(eleven) Chittaks and 17 (seventeen) Square Feet, be the same or a little more or less.
- 4) Mussammat Sahani Begum - 1(one) annas and 8(eight) gandas or 2(two) Cottahs 8(eight) Chittaks and 29 (twenty nine) Square Feet, be the same or a little more or less.
- 5) Mohammad Rafique - 3(three) annas or 7(seven) Cottahs 7(seven) Chittaks and 5 (five) Square Feet, be the same or a little more or less.

AND WHEREAS while the said Moktar Hossain@ Muktar Hossain and Sahani Begum seized and possessed of their undivided share in respect of the entire property jointly, they entered into an Agreement for Sale on 10.01.1979 in respect of their share with one Sahadeb Bal and after the demise of Sahadeb Bal, his son Adhir Ranjan Bal as heir

• 9 JUN 2017 •

District Sub-Registrar-A
Alipore, South 24 Parganas



paid the entire consideration money to Mokhtar Hossain @ Muktar Hossain and Sahani Begum.

AND WHEREAS as per terms of the Agreement for Sale dated 10.01.1979, the said Moktar Hossain@ Muktar Hossain and Sahani Begum had to sell their share out of the entire property after making partition and demarcation of it by metes and bounds.

AND WHEREAS the said Moktar Hossain@ Muktar Hossain subsequently filed a suit for partition before the Learned 7th Assistant District Judge at Alipore, which was registered as Title Suit No. 206 of 1985 against Kaniz Fatima, Ahmed Hossain, Mohammad Rafique, Mussamat Sahani Begum in respect of the entire property.

AND WHEREAS during pendency of the suit being Title Suit No. 206 of 1985 and during subsistence of the Agreement of Sale dated 10.01.1979, the said Moktar Hossain @ Muktar Hossain by virtue of a registered Deed of Sale dated 22.04.1986 sold away **ALL THAT** piece and parcel of Basti land measuring 6 Cottahs, be the same or a little more or less, together with structure standing thereon, out of his undivided share in respect of the entire property to Sri Ram Prasad Roy. The said Deed was registered at the office of Registrar of Assurance, Calcutta and entered in Book No. I, Volume No. 147, Page Nos. 14 to 23, Being No. 5779 for the year 1986.

AND WHEREAS by virtue of a registered Deed of Partition dated the 12.11.1990, the said Mossamat Kaniz Fatima, Mussamat Sahani Begum, Ahmed Hossain, Moktar Hossain @ Muktar Hossain, Mohammad Rafique and Ram Prosad Roy partitioned the property and got their respective allotments in i.e. Lot A, A1, B, C, C1, D, E, F, F1 in respect of the entire property without the knowledge of Adhir Ranjan Bal inspite of existence of the Agreement for Sale dated 10.01.1979. The said Deed of Partition was registered at the office of Additional District Sub Registrar at Behala and entered in Book No. I, Volume No. 101, Page Nos. 9 to 31, Being No. 4347 for the year 1990.

AND WHEREAS by virtue of the aforesaid Deed of Partition the said Mussamat Kaniz Fatima, Mussamat Sahani Begum, Ahmed Hossain, Moktar Hossain @ Muktar Hossain, Mohammad Rafique and Ram

Orderi sub-registri-
Alipore, Souin 24. 1891

✓



Prosad Roy got their respective demarcated allotments as specifically shown in the Plan annexed to the said Deed of Partition.

AND WHEREAS by virtue of said Deed of Partition the respective allotments of the said Mussamat Kaniz Fatima, Musamat Sahani Begum, Ahmed Hossain,, Moktar Hossain @ Muktar Hossain, Mohammad Rafique and Ram Prosad Roy became absolute Owner of the property as categorically stated herein below: -

Name	Plot No.	Area per lot	Total
Mussamat Kaniz Fatima	A	2 Cottahs 10 Chittaks	7 Cottahs 4 Chittaks 6 Square Feet
Mussamat Kaniz Fatima	A1	4 Cottahs 10 Chittaks 6 Square Feet	
Ahmed Hossain	B	5 Cottahs 1 Chittaks 12 Square Feet	5 Cottahs 1 Chittaks 12 Square Feet
Mohammad Rafique	C	3 Cottahs 5 Chittaks 44 Square Feet	5 Cottahs 7 Chittaks 5 Square Feet
Mohammad Rafique	C1	2 Cottahs 1 Chittak 6 Square Feet	
Mussamat Sahani Begum	D	2 Cottahs 8 Chittaks 29 Square Feet	2 Cottahs 8 Chittaks 29 Square Feet
Moktar Hossain@ Muktar Hossain	E	2 Cottahs 11 Chittaks 17 Square Feet	2 Cottahs 11 Chittaks 17 Square Feet
Ram Prosad Roy	F	3 Cottahs 2 Chittaks 29 Square Feet	6 Cottahs 0 Chittaks 0 Square Feet
Ram Prosad Roy	F1	2 Cottahs 13 Chittaks 16 Square Feet	

AND WHEREAS the aforesaid Partition Suit being Title Suit No. 206 of 1985 was decreed finally on the basis of Compromise Petition filed by the parties to the said suit including the said Ram Prosad Roy being a Co-sharer of the entire property and the said registered Deed of Partition dated 12.11.1990 was made part of the Decree.

AND WHEREAS in terms of Final Decree dated 03.05.1991 passed in Title Suit No. 206 of 1985 and by virtue of Deed of Partition dated 12.11.1990; the said Ram Prosad Roy has been allotted demarcated

- 9 JUN 2017

District Sub-Registrar-II
Alipore, South 24 Parganas

✓



Plot No. F and F1 and said Moktar Hossain @ Muktar Hossain allotted Plot No. E and said Sahani Begum allotted Plot No. D and all of them have taken possession of their respective plots and demarcated their portion by constructing walls and pillars on the said plots.

AND WHEREAS the said Ram Prasad Roy got his name mutated and separately assessed in respect of Plot Nos. F and F1 in the records of the Kolkata Municipal Corporation and known as Municipal Premises Nos. 19B and 19C Banamali Ghoshal Lane, Police Station - Behala, Kolkata - 700 034.

AND WHEREAS the said Mussammat Sahani Begam died intestate on 03.09.1992, leaving behind her husband - Nazir Ahmed, three sons - Jamil Ahmed, Shakil Ahmed, Jahangir Ahmed and one daughter - Parvin Begam as heirs and after the demise of Mussammat Sahani Begum, her husband, three daughters and one son inherited the property according to Sunni School of Mohamedan Law.

AND WHEREAS the said Nazir Ahmed died intestate on 09.12.1992, leaving behind his three sons - Jamil Ahmed, Shakil Ahmed and Jahangir Ahmed and one daughter - Parvin Begam as heirs and after the demise of Nazir Ahmed, his three sons and one daughter inherited his undivided share in respect property in accordance with the Sunni School of Mohamadan Law.

AND WHEREAS by virtue of inheritance, the said Jamil Ahmed, Sakil Ahmed, Jahangir Ahmed and Parveen Begam become the joint Owner of **ALL THAT** piece and parcel of land measuring 2 Cottahs 8 Chittaks 29 Square Feet, be the same or a little more or less together with structure standing thereon being part of Municipal Premises No. 19, Banamali Ghoshal Lane, Police Station - Behala, Kolkata - 700 034.

AND WHEREAS by virtue of Registered Deed of Sale dated 05.10.1993 the said Jamil Ahmed, Sakil Ahmed, Jahangir Ahmed and Parveen Begum as Owner sold away **ALL THAT** piece and parcel of land measuring 2 Cottahs 8 Chittaks 29 Square Feet, be the same or a little more or less together with structure standing thereon lying and situated at Part of Municipal Premises No. 19, Banamali Ghoshal Lane, being Partition Plot No. D to the present Vendor - Sri Adhir

9 JUN 2017

Disaster Sub-Region-II
Alipore, South 24 Parganas

✓



Ranjan Bal. The said Deed was registered at the office of District Sub Registrar, Alipore and entered in Book No. I, Volume No. 252, Page Nos. 359 to 372, Being No. 13635 for the year 1993.

AND WHEREAS in terms of the Agreement for Sale dated 10.01.1979, the said Sri Adhir Ranjan Bal, the Vendor herein, as plaintiff instituted a suit for specific performance of contract of the said Agreement for Sale dated 10.01.1979, before the Learned 7th Court of Assistant District Judge at Alipore, which was registered as Title Suit No. 263 of 1994 against the said Moktar Hossain @ Muktar Hossain as defendant No. 1, Ram Prasad Roy as Defendant No. 2 and one Krishna Chandra Gupta as Defendant No. 3, praying for direction against defendant No. 1 and 2 to execute and register proper Deed of Conveyance in favour of the Plaintiff, Sri Adhir Ranjan Bal in respect of the property under said Agreement, i.e. 8 Cottahs 11 Chattacks and 17 Square Feet being Partition Plot Nos. F, F1 and E at Municipal Premises Nos. 19, 19B & 19C, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034.

AND WHEREAS the said Krishna Chandra Gupta, son of Late Baijinath Prasad Gupta, the Defendant No. 3 in the said Title Suit No. 263 of 1994, has filed a Suit for specific performance of Contract before the Learned Court of 5th Civil Judge (Junior Division) Alipore against the said Moktar Hossain @ Muktar Hossain, which was registered as Title Suit No. 357 of 1991 on the basis of a purported Agreement for Sale dated 24.12.1979 in respect of **ALL THAT** piece and parcel of land measuring 7 Cottah and 8 Chittaks out of the share of the said Mokhtar Hossain @ Muktar Hossain.

AND WHEREAS on contested hearing the said suit, being Title Suit No. 357 of 1991 was dismissed by Judgment dated 09.08.2005 and Decree dated 28.05.2005 passed by the Learned Court of 5th Civil Judge (Junior Division) at Alipore.

AND WHEREAS against the said Judgment dated 09.08.2005 and Decree dated 28.05.2005 passed in Title Suit No. 357 of 1991, by the Learned Court of 5th Civil Judge (Junior Division) at Alipore, the said Krishna Chandra Gupta preferred appeal before the Learned District Judge at Alipore, which as registered as Title Appeal No. 159 of 2005

9 JUN 2017

Observer Sub-Register-II
Allpore, South 24 Parganas

→



and subsequently the said Appeal was transferred to the Learned 10th Court of Civil Judge (Senior Division) at Alipore and on contested hearing, the said appeal was dismissed by Judgment dated 30th June, 2006 and consequently the said alleged Agreement for Sale dated 24.12.1979 has no legs to stand and lost its force as the said Krishna Chandra Gupta did not prefer any appeal against the judgments.

AND WHEREAS during pendency of the Title Suit No. 357 of 1991 and Title Suit No. 263 of 1994, the said Ram Prosad Roy as Vendor by virtue of a Registered Deed of Sale dated 07.10.1997 sold away **ALL THAT** piece and parcel of land measuring 3 Cottahs 2 Chittacks 29 Square Feet, be the same or a little more or less together with structure standing thereon, being Partition Plot No. F, lying and situated at Municipal Premises No. 19B, Banamali Ghoshal Lane, Police Station - Behala, Kolkata - 700 034 to Sri Adhir Ranjan Bal, the present Vendor herein. The said Deed was registered at the office of the District Sub Registrar-II, South 24 Parganas at Alipore and entered in Book No. I, Volume No. 11, Page Nos. 706 to 731, Being No. 5534 for the year 1997.

AND WHEREAS on the strength of registered Deed of Sale dated 07.10.1997, the said Title Suit No. 263 of 1994 was dismissed for default and consequently the said Adhir Ranjan Bal become the owner of Premises No. 19B, Banamali Ghosh Lane.

AND WHEREAS after purchasing the aforesaid property being Municipal Premises No. 19B, Banamali Ghoshal Lane, the present Vendor as owner mutated his name in the records of the Kolkata Municipal Corporation, under Assessee No. 41-121-02-0272-2 and enjoying it by paying taxes and outgoings to the appropriate authority.

AND WHEREAS by virtue of a Registered Deed of Sale dated 07.10.1997 the said Ram Prosad Roy sold away **ALL THAT** piece and parcel of land measuring 2 Cottahs 11 Chittacks 17 Square Feet, be the same or a little more or less together with structure standing thereon being Partition Plot No. F1, lying and situated at Municipal Premises 19C, Banamali Ghoshal Lane, Police Station - Behala, Kolkata - 700 034, to Sri Adhir Ranjan Bal, the present Vendor herein. The said Deed was registered at the office of the District Sub Registrar-

9 JUN 2017

Orlando Sub-Regional
Airport, South 24 Passes



[Handwritten signature]

II, South 24 Parganas at Alipore and entered in Book No. I, Volume No. 31, Page Nos. 177 to 203, Being No. 5533 for the year 1997.

AND WHEREAS after getting the property, being Partition Plot No. E, by virtue of Deed of Partition, the said Moktar Hossain@ Muktar Hossain, by virtue of a registered Deed of Sale dated 01.09.1997 sold away **ALL THAT** piece and parcel of land measuring 2 Cottahs 11 Chittacks 17 Square Feet, together with structure standing thereon lying and situated at part of Municipal Premises No. 19, Banamali Ghoshal Lane, Police Station - Behala, Kolkata - 700 034, to Sri Adhir Ranjan Bal, the present Vendor herein. The said Deed was registered at the office of the District Sub Registrar-II, South 24 Parganas at Alipore and entered in Book No. I, Volume No. 31, Page Nos. 115 to 141, Being No. 4845 for the year 1997.

AND WHEREAS after purchasing the aforesaid properties, being Municipal Premises No. 19C, Banamali Ghoshal Lane, being Partition Plot No. F1 and part of Municipal Premises No. 19, Banamali Ghoshal Lane, being Partition Plot No. E, the said Sri Adhir Ranjan Bal the present Vendor herein amalgamated the said two premises being **ALL THAT** piece and parcel of land measuring 5 Cottahs 8 Chittacks and 33 Square Feet, be the same or a little more or less, together with structure standing therein to a single premises after rectification of all lawful formalities and it was known and numbered as Municipal Premises No. 19C, Banamali Ghoshal Lane, Police Station-Behala, Kolkata-700 034, within the territorial limits of the Kolkata Municipal Corporation(S.S. Unit), in its Ward No. 121, under Assessee No.41-121-02-0273-4 and seized, possessed, used and enjoy the same with the status of its sole Owner without any interruption.

AND WHEREAS the said Mohammad Rafique by virtue of Registered Deed of Sale dated 10.10.1994 sold away **ALL THAT** piece and parcel of land measuring 3 Cottahs 5 Chittacks 44 Square Feet, be the same or a little more or less, together with structure standing thereon, being Partition Plot No. C, lying and situated at part of Municipal Premises No. 19, Banamali Ghoshal Lane, Police Station - Behala, Kolkata - 700 034, to Adhir Ranjan Bal, the present Vendor here in. The said Deed was registered at the office of the District Sub Registrar-II, South 24

9 JUN 2017

Orissa Sub-Register-II
Alipore, South 24 Parganas



Parganas at Alipore and entered in Book No. I, Volume No. 88, Page Nos. 245 to 260, Being No. 4803 for the year 1994.

AND WHEREAS by virtue of a Registered Deed of Sale said Adhir Ranjan Bal, the present Vendor herein become the owner of **ALL THAT** piece and parcel of bastu land measuring 5 Cottahs 14 Chittacks 28 Square Feet, be the same or a little more or less, together with structure standing thereon, being Partition Plot Nos. C and D, lying and situated at part of Municipal Premises No. 19, Banamali Ghoshal Lane; **ALL THAT** piece and parcel of bastu land measuring 3 Cottahs 2 Chittacks 29 Square Feet, be the same or a little more or less, together with structure standing thereon being Partition Plot No. F, at Municipal Premises No. 19B, Banamali Ghoshal Lane and **ALL THAT** piece and parcel of land measuring 5 Cottahs 8 Chittacks 33 Square Feet, be the same or a little more or less, being Partition Plot Nos. E and F1, lying and situated at Municipal Premises No. 19C, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034 with in the territorial limits of the kolkata Municipal Corporation, in its Ward No.121 and seized, possessed, used and enjoy the same with the status of its sole and absolute Owner without any interruption and enjoying it by paying taxes and outgoings by the appropriate authority.

AND WHEREAS the said Adhir Ranjan Bal was the owner altogether bastu land measuring 14(fourteen) Cottahs 10(ten) Chittacks, be the same or a little more or less together with brick wall tile and asbestos roofing structures measuring 1100 Square Feet, standing thereon.

AND WHEREAS by virtue of a registered Deed of Sale dated 13.11.2009 the said Adhir Ranjan Bal sold, transferred and convey **ALL THAT** piece and parcel of bastu land measuring 5 Cottahs 14 Chittacks 28 Square Feet, be the same or a little more or less, together with structure standing thereon, being Partition Plot Nos. C and D, lying and situated at part of Municipal Premises No. 19, Banamali Ghoshal Lane; **ALL THAT** piece and parcel of bastu land measuring 3 Cottahs 2 Chittacks 29 Square Feet, be the same or a little more or less, together with structure standing thereon being Partition Plot No. F, at Municipal Premises No. 19B, Banamali Ghoshal Lane and **ALL THAT** piece and parcel of land measuring 5 Cottahs 8 Chittacks 33

9 JUN 2017

Distt. Sub-Registrar-II
Alipore, South 24 Parganas



Square Feet, be the same or a little more or less, being Partition Plot Nos. E and F1, lying and situated at Municipal Premises No. 19C, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121, mentioned in the **SCHEDULE – “A”, “B” & “C”** therein, unto and in favour of **SUN & SUN INFRAMETRIC PRIVATE LIMITED** the present Vendor. The said Deed was registered in the Office of District Sub-Registrar at Alipore and entered in Book No. I, Volume No. 20, Page Nos.4855 to 4886, Being No.05467, for the year 2009.

AND WHEREAS after purchasing the aforesaid property the present Vendor got its name mutated in respect of the aforesaid property in the records of B.L. & L.R.O. and the Kolkata Municipal Corporation.

AND WHEREAS the B.L. & L.R.O. mutated the name of the Vendor as Owner in respect of the aforesaid property and after mutation the area of three dags has been separated is as under :-

R.S. Dag No.	R.S. Khatian No.	Area	Nature
93	182	7 Cottahs 13 Chittacks 30 Square Feet	Bastu
94	158	6 Cottahs 2 Chittacks 29 Square Feet	Danga
95	158	9 Chittacks 31 Square Feet	Pond

AND WHEREAS as three Municipal Premises Nos. 19, 19B & 19C, Banamali Ghoshal Lane, are contiguous to each other and as a result whereof, the Vendor applied for amalgamate the aforesaid three premises into one Premises after before the Kolkata Municipal Corporation and the authority of the Kolkata Municipal Corporation amalgamated the said three Premises into one Premises thereby issued certificate of amalgamation and mutation and the amalgamated premises has since been known as Municipal Premises No. 19, Banamali Ghoshal Lane, Police Station : Behala, Kolkata – 700 034, under Assessee No.41-121-02-0019-1, containing land measuring 14 cottahs 10 chittacks.



District Sub-Register-II
Alipore, South 24 Parganas

• 9 JUN 2017

AND WHEREAS the present Owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu land measuring 7 Cottahs 13 Chittacks 30 Square Feet, be the same or a little more or less, whereupon structure standing thereon, lying and situate in R.S. Dag No. 93, under R.S. Khatian No. 182; **ALL THAT** piece and parcel of Danga land measuring 6 Cottahs 2 Chittacks 29 Square Feet be the same or a little more or less, lying and situate in R.S. Dag No. 94, under R.S. Khatian No. 158; and **ALL THAT** piece and parcel of Pond land measuring 9 (nine) Chittacks, 31 (thirty one) Square feet be the same or a little more or less, lying and situated in part of R.S. Dag No. 95, under R.S. Khatian No. 158, all of Mouza – Mondal Para, J.L. No. 6, at and being Municipal Premises No. 19, Banamali Ghoshal Lane, corresponding to postal address no. 13, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121 together with all right of easements, facilities and amenities and annexed thereto.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 24.02.2012, the Owner sold, transferred and conveyed **ALL THAT** piece and parcel of pond measuring 9 (nine) Chittacks 31 Square Feet be the same little more or less in part of R.S. Dag No. 95, under R.S. Khatian No. 182 of Mouza – Mondal Para, J.L. No. 6, R.S. No. 190, Touzi No. 1508, Pargana – Magura, being part of Municipal Premises No. 19, Banamali Ghoshal Lane, corresponding to postal address no. 13, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121 together with all right of easements, facilities and amenities and annexed thereto unto and in favour of **SRI PANKAJ SHARMA**, Son of Bishwanath Sharma, by faith- Hindu, by occupation- Business, residing of 42, Shree Charan Sarani, Krishna Towers, Block - 4, third floor, Flat No. 303, Police Station-Bally, Howrah – 711 201. The said Deed was registered in the Office of District Sub-Registrar-II at Alipore and entered in Book No. 1, C.D. Volume No. 3, Page Nos.6278 to 6294, Being No.02108, for the year 2012.



[Handwritten signature]

District Sub-Register-III
Alipore, South 24 Parganas

• 9 JUN 2017

AND WHEREAS after selling out pond measuring 9 (nine) Chittacks 31 Square Feet, be the same little more or less in part of R.S. Dag No. 95, under R.S. Khatian No. 182 of Mouza – Mondal Para, at and being part of Municipal Premises No. 19, Banamali Ghoshal Lane, corresponding to postal address no. 13, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121, the present Vendor retained as Owner in respect of **ALL THAT** piece and parcel of Bastu land measuring 7 Cottahs 13 Chittacks 30 Square Feet, be the same or a little more or less, whereupon structure standing thereon, lying and situate in R.S. Dag No. 93, under R.S. Khatian No. 182; **ALL THAT** piece and parcel of Danga land measuring 6 Cottahs 2 Chittacks 29 Square Feet, be the same or a little more or less, whereupon structure standing thereon, lying and situate in R.S. Dag No. 94, under R.S. Khatian No. 158; both of Mouza – Mondal Para, J.L. No. 6, R.S. No. 190, Touzi No. 1508, Pargana – Magura, at and being Municipal Premises No. 19, Banamali Ghoshal Lane, corresponding to postal address no. 13, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121, got its name mutated and recorded in the records of the Kolkata Municipal Corporation.

AND WHEREAS the present Owner obtained Conversion Certificate in from Danga to Bastu in respect of land measuring 6 Cottahs 2 Chittacks 29 Square Feet, in R.S. Dag No. 94, under R.S. Khatian No. 158 of Mouza-Mondalpara from Block Land & Land Reforms Office, Thakurpukur, Metiabruz Block, South 24 Parganas dated 27.01.2012.

AND WHEREAS the present Owner obtained No-Objection Certificate of Land Ceiling Clearance from Competent Authority & S.D.O. (Sadar) Alipore, 24 Parganas (South) on 24.12.2012.

AND WHEREAS the present Owner got a plan sanctioned from the Kolkata Municipal Corporation being B.P. No. 20161402010 dated 11.11.2016 (hereinafter called the “**Sanction Plan**”) for construction of a basement and ground plus five storied building upon **ALL THAT**



District Sub-Register-II
Alipore, South 24 Parganas

• 9 JUN 2017

piece and parcel of Bastu land measuring 7 Cottahs 13 Chittacks 30 Square Feet, be the same or a little more or less, whereupon structure standing thereon, lying and situate in R.S. Dag No. 93, under R.S. Khatian No. 182; **ALL THAT** piece and parcel of Bastu land measuring 6 Cottahs 2 Chittacks 29 Square Feet be the same or a little more or less, whereupon structure standing thereon, lying and situate in R.S. Dag No. 94, under R.S. Khatian No. 158; both of Mouza - Mondal Para, J.L. No. 6, at and being Municipal Premises No. 19, Banamali Ghoshal Lane, corresponding to postal address no. 13, Banamali Ghoshal Lane, Police Station - Behala, Kolkata - 700 034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121.

AND WHEREAS the present Vendor owned and possessed of **ALL THAT** piece and parcel of Bastu land measuring 7 (seven) Cottahs 13 (thirteen) Chittacks 30 (thirty) Square Feet, be the same or a little more or less, whereupon 500 square feet brick wall tile roofing structure standing thereon, lying and situate in R.S. Dag No. 93, under R.S. Khatian No. 182; **ALL THAT** piece and parcel of Bastu land measuring 6 (six) Cottahs 2 (two) Chittacks 29 (twenty nine) Square Feet be the same or a little more or less, whereupon 500 square feet brick wall tile roofing structure standing thereon, lying and situate in R.S. Dag No. 94, under R.S. Khatian No. 158; all together land measuring **14 (fourteen) Cottahs 14 (fourteen) Square Feet**, both of Mouza - Mondal Para, J.L. No. 6, R.S. No. 190, Touzi No. 1508, Pargana - Magura, Municipal Premises No. 19, Banamali Ghoshal Lane, corresponding to postal address no. 13, Banamali Ghoshal Lane, Police Station - Behala, Kolkata - 700 034 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121, which has specifically been described in the **SCHEDULE - "A"** hereunder and hereinafter referred to as the "**SAID PROPERTY**".

AND WHEREAS the Owner is desirous of developing the said property in accordance with the sanction building plan of the Kolkata Municipal Corporation after demolishing the existing building. But due to financial stringency and/or paucity of funds, the Owner is unable to start the construction of the said building and had been in search of



[Handwritten signature]

District Sub-Register-II
Alipore, South 24 Parganas

• 9 JUN 2017

Promoter and/or Developer, who can undertake the responsibility of construction of such building upon the said premises of his/her/their own arrangement and expenses.

AND WHEREAS having come to know the intention of the Owner, the Developer contacted the Owner and requested them to allow and develop the said property as desired by the them by constructing the proposed building in accordance with the sanction plan to be sanctioned by the Kolkata Municipal Corporation at their own arrangement, cost and expenses.

AND WHEREAS having relied upon aforesaid representation made by the Developer, the Owner have discussed the terms and conditions on which the development of the said property can be undertaken.

AND WHEREAS it is agreed between the parties the Developer shall construct a basement and ground plus five storied building upon the aforesaid property, upon the said property at its own funds and resources as per sanction Plan to be sanctioned by the Kolkata Municipal Corporation, incorporating the terms and conditions mentioned hereunder.

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

ARTICLE-I: DEFINITIONS

- 1.1. **OWNER:** Shall mean **SUN & SUN INFRAMETRIC PRIVATE LIMITED**, a Company incorporated under the provisions of the Companies Act, 1956, having its registered Office at Sharma Complex, Malviya Road, Post Office & Police Station-Raipur, District-Raipur, Chhattisgarh, Pin No. 492001; and include its successors-in-offices, lawful entity holders, administrators, legal representatives and assigns).
- 1.2. **DEVELOPER:** Shall mean **PRAMOD CONSTRUCTION**, a Partnership Firm having its registered Office at 28, Chandrakiran Bldg, Gokul Chandrama Mandir Road, Budhapara, Post Office & Police Station - Raipur, District-Raipur, Chattisgarh Pin No. 492001, represented by partners namely- (1) **SRI PRAMOD KUMAR CHOUBEY**, son of Sri



District Sub-Registrar-II
Alipore, South 24 Parganas

9 JUN 2017

Omprakash Choubey, by faith: Hindu, By occupation: Business, Nationality: Indian and (2) **SMT. PRATIMA CHOUBEY**, daughter of Sri Biswanath Sharma, wife of Sri Pramod Kumar Choubey, by faith: Hindu, By occupation: Business, Nationality: Indian, both residing at 493C/A, G.T. Road, Post Office Shibpur, Police Station – Shibpur, Howrah – 711 102, and include its successors-in-office and assigns.

- 1.3. **SAID PROPERTY**: Shall mean **ALL THAT** piece and parcel of Bastu land measuring 7 (seven) Cottahs 13 (thirteen) Chittacks 30 (thirty) Square Feet, be the same or a little more or less, whereupon 500 square feet brick wall tile roofing structure standing thereon, lying and situate in R.S. Dag No. 93, under R.S. Khatian No. 182; **ALL THAT** piece and parcel of Bastu land measuring 6 (six) Cottahs 2 (two) Chittacks 29 (twenty nine) Square Feet be the same or a little more or less, whereupon 500 square feet brick wall tile roofing structure standing thereon, lying and situate in R.S. Dag No. 94, under R.S. Khatian No. 158; all together land measuring **14 (fourteen) Cottahs 14 (fourteen) Square Feet** both of Mouza – Mondal Para, J.L. No. 6, R.S. No. 190, Touzi No. 1508, Pargana – Magura, Municipal Premises No. 19, Banamali Ghoshal Lane, corresponding to postal address no. 13, Banamali Ghoshal Lane, Police Station – Behala, Kolkata – 700 034 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.121, morefully described in **SCHEDULE “A”**, hereunder and hereinafter referred to as the **“said Property.**
- 1.4. **BUILDING**: Shall mean a basement, ground plus five storied building to be constructed upon the said property as per the Building Plan by the Kolkata Municipal Corporation and shall include any additional constructions and/or floors that may be subsequently sanctioned and/or constructed from time to time.
- 1.5. **OWNER’S ALLOCATION**: Shall mean the allocation of the Owner as mentioned in **SCHEDULE-“B”** hereunder written.



[Handwritten signature]

District Sub-Registrar-II
Alipore, South 24 Parganas

• 9 JUN 2017

- 1.6. **DEVELOPER'S ALLOCATION**: Shall mean the allocation of the Developer as mentioned in **SCHEDULE-"C"** hereunder written.
- 1.7. **COMMON PORTIONS FACILITIES & AMENITIES**: Shall mean and include corridors, hall ways, stair ways, passage ways, drive ways, common paths and passages, common lavatories, pump space, underground water reservoir, overhead water tank, ultimate roof of the building, lifts, lift landing on all floors, electrical transformer, electrical devices, water pump and motor and other facilities to be provided by the Developer for the enjoyment, maintenance and/or management of the Building as specifically mentioned in the **SCHEDULE "D"** hereunder written.
- 1.8. **SALEABLE SPACE**: Shall mean units/floors/flats /commercial spaces/car parking space/spaces and other rights in the building available for independent use and occupation and shall include the proportionate share in the Common Portions Facilities & Amenities.
- 1.9. **COMMON EXPENSES**: Shall mean and include the expenses incurred for the purpose of maintaining the said Property and the Building including the common parts comprised in the said Property including matters relating to the mutual rights and obligations of the Developer, the Owner and nominee/s including the intending Purchasers/s and the common use and enjoyment thereof, which has specifically been mentioned in the **SCHEDULE-"E"** hereunder.
- 1.10. **THE ARCHITECT**: Shall mean a company or person who may be appointed by the Developer and who shall design and plan the construction of the proposed upon the said Property and obtain require sanction for construction of such Building from the appropriate authorities.
- 1.11. **THE ADVOCATE**: Shall mean Subhankar Sarkar who has been appointed by the Developer for preparing all Agreements, Deeds and documents relating to transfer of the Saleable Space and incidental thereto.



District Sub-Registrar-II
Bangalore, South 24 Mangalore

- 9 JUN 2017

- 1.12. **BUILDING PLAN**: Shall mean the plan that may be sanctioned by the Kolkata Municipal Corporation and/or any other competent authorities as the case may be, from time to time and shall include any modification, revision, renewal or regularization thereof.
- 1.13. **TRANSFeree**: Shall mean any individual, Hindu Undivided Family, Partnership Firm, Limited Liability Partnership, Company, Trust, Society or any other legal entity to whom any part of the Saleable Space in the Building comprised in the said Property including units/floors/ flats/commercial spaces/car parking spaces/ spaces is agreed to be transferred by way of sale or lease.
- 1.14. **ROOF/TERRACE**: Shall mean the ultimate roof of the Building shall be treated as common all the Owner of the building.
- 1.15. **NOTICE**: Shall mean and include all notices to be served hereunder by any of the parties to the other parties and shall be deemed to have been served on the 7th day from the date of dispatch through Registered Post with Acknowledgement Due at the abovementioned address of the parties hereto or such other address as may be notified in writing by any party.
- 1.18. **SINGULAR**: Shall include plural and vice versa.
- 1.19. **MASCULINE**: Shall include feminine and neuter gender and vice versa.

ARTICLE-II COMMENCEMENT

- 2.1. This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

ARTICLE-III: OWNER' REPRESENTATIONS & RIGHT

- 3.1. The present Owner owned and possessed of the property mentioned in **SCHEDULE- "A"** hereunder. The Owner is lawfully entitled to sell, develop, lease out and/or otherwise deal with and/or dispose of the properties belonging to the Owner including the said Property without requirement of any permission or consent from a Court or otherwise.



District Sub-Registrar-I
Alipore, South 24 Parganas

• 9 JUN 2017

- 3.2. Save and except the Owner nobody else has any right, title, interest, claim and demand whatsoever or howsoever and in respect of the said Property.
- 3.3. The said Property is free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, debutter, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vesting, alignment, easements, lispendens, injunctions, court orders and liabilities whatsoever or howsoever.
- 3.4. From the date of execution of this Agreement and till completion of the Building and transfer of all Saleable Spaces therein by execution and registration of Deeds of Conveyance, if any person or entity claims to have any right, title and/or interest in respect of the said Property and/or if there is any defect in title of the Owner and/or there is any hindrance in completion of the building and/or transfer of the Saleable Spaces as aforesaid, then the Owner shall be liable for the same and shall forthwith resolve the same at their own costs and expenses. The Owner shall ensure at their own costs that the Owner's title to the said Property continues to remain marketable and free from all encumbrances, liabilities and restrictions and is approved for grant of Project Finance and housing loans.
- 3.5. The Owner has not entered into any agreements for sale and/or development agreement or any other agreement, arrangement or understanding whatsoever or howsoever in respect of the said Property. If there is any agreement found to be existence, then the Owner shall resolve the disputes at its own cost and expenses with the third party or the Agreement Holder.
- 3.6. No suits and/or other legal proceedings are pending regarding the said Property and there are no orders of Court or any other authority affecting the said Property and/or the right title and interest of Owner herein.



District Sub-Registrar-II
Alipore, South 24 Parganas

9 JUN 2017

- 3.7. The said Property is not affected by any Thika Tenancy and the Owner has not received notice of any claim or proceedings regarding Thika Tenancy.
- 3.8. The said Property is not affected by any requisition or acquisition by any authority or authorities under any law and/or otherwise.
- 3.9. The Owner has obtained land ceiling clearance from the Competent Authority & S.D.O. (Sadar) Alipore, 24 Parganas (South) on 24.12.2012.
- 3.10. No part of the said Property has been or is liable to be vested and/or acquired under the West Bengal Estates Acquisition Act, 1953, the West Bengal Land Reforms Act, 1955, the Urban Land (Ceiling and Regulation) Act, 1976 and/or any other law and no notice has been issued and no proceedings have commenced or are pending in respect thereof or there under.
- 3.11. All, rates, taxes, levies, outgoings, liabilities etc. whatsoever including municipal taxes, etc. in respect of the said Property have been paid and discharged and/or shall be paid and discharged by the Owner on or before execution of this agreement.
- 3.12. The Owner have good and marketable title to the said Property and is lawfully entitled to enter into this Agreement on the terms and conditions contained herein

ARTICLE-IV: DEVELOPER'S RIGHTS

- 4.1. The Owner hereby grant and exclusive rights to the Developer to develop the said property by way of constructing the building thereon in accordance with the Building Plan sanctioned by the Kolkata Municipal Corporation including any amendment and/or modification thereto made or caused to be made by the Developer.
- 4.2. The Developer shall pay and bear all expenses towards the Building Plan, building material, lawyer fees, architect fees, and all construction charges of the Building, expenses for

9 JUN 2017

District Sub-Register-III
Alipore, South 24 Parganas



amalgamation and land ceiling clearance if require and to complete it in all respects at their own costs or at the cost of the intending purchaser or purchasers for the purpose of development of the said property.

- 4.3. It is made clear that the Developer shall have right to sell, transfer and assign and/or dispose of the units/floors/ flats/commercial spaces/car parking spaces/ spaces to the prospective buyers at the consideration or price to be decided at the sole discretion of the Developer and all consideration amounts received by the Owner and the Developer shall be divided into 50:50 ratio.
- 4.4. The Developer shall have the right to publish and/or put up advertisements and/or hoarding at any place including in the said Property to draw the attention of the prospective buyers for purchase of the units/floors/ flats /commercial spaces/car parking spaces/ spaces comprised in the said property.

ARTICLE-V: CONSIDERATION/ALLOCATIONS

- 5.1. In lieu of the land of the said property, the Owner will be entitled to get 50% constructed area of the proposed building consisting of units/floors/ flats /commercial spaces/car parking spaces/ spaces together with undivided impartible share of the land including all rights of easement, facilities and amenities annexed to the proposed building as Owner allocation, which has been specifically described in **SCHEDULE-"B"** hereunder.
- 5.2. Save and except the Owner allocation in lieu of making construction of the building, the Developer shall be entitled to get remaining 50% constructed area units/floors/ flats /commercial spaces/car parking spaces/ spaces in the proposed building together with undivided impartible share of the land including all rights of easement, facilities and amenities annexed to the prospered building as Developer's Allocation, which has been specifically described in the **SCHEDULE-"C"** hereunder.

9 JUN 2017

Director Sub-Register-III
Alipore, South 24 Parganas

✓



- 5.3. The Developer shall have liberty and full right to deal with and dispose of the Owners and the Developer's allocation in any manner whatsoever for such consideration and on such terms and conditions as may be decided by the Developer in its sole discretion. The Developer shall receive the entire amount in its account thereby selling all the flats/floors/units/commercial spaces/car parking spaces in the proposed building, and disburse 50% of the consideration accumulated from the sale proceeds to the Owner.
- 5.4. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said Property or any part thereof to the Developer or creating any right, title or interest in respect thereof to the Developer, save and except to commercially explore the same in terms hereof by construction of the Building on the said Property and to deal with the Developer's Allocation in the Building in the manner herein stated, without creating any financial liability upon the Owner.

ARTICLE-VI: POSSESSION

- 6.1. The Owner has already handed over physical vacant khas possession of the said property to the Developer and the Developer has acknowledged the same by tendering receipt of it.

ARTICLE-VII: PROCEDURE

- 7.1 Simultaneously with the execution of this Agreement, the Owner is granting proper authority to the Developer by executing and registering a General Power of Attorney in favour of the Developer and its nominees, inter alia, for the purpose of development and construction of the proposed building including obtaining sanction plan and selling out the Developer's Allocation and Owner's Allocation mentioned in **SCHEDULE-"B" & "C"** hereunder to the intending purchaser/s through Agreement for Sale/s and Deed of Conveyance/s. The Developer shall sign and execute all necessary papers, deeds, documents, plans etc. for the purpose

9 JUN 2017

Chairman Sub-Committee-II
Allipore, South 24 Parganas



of construction of the building and selling of the Developer's Allocation and shall represent the Owner for all purposes in connection with selling of the Developer's Allocation and the development and construction works before the appropriate authorities provided however the same shall not create financial liabilities upon the Owner.

- 7.2 Apart from the said Power of Attorney, the Owner doth hereby undertake to execute as and when necessary all papers, deeds, documents, agreements, plans etc. for the purpose of development and construction upon the said Property and sale of the Developer's Allocation as required by the Developer.
- 7.3 The Developer shall keep the original of the sanctioned Building Plan relating to the said Property in its custody.
- 7.4 Simultaneously with the execution of this Development Agreement, the Owner shall hand over photocopy of the Original Title Deeds, Mutation Certificate, Tax Receipts and other documents and papers relating to the said Property (hereinafter collectively referred to as "the **Title Documents**") to the Developer and the Developer shall acknowledge the same by tendering a receipt regarding the same.
- 7.5 The Developer shall execute and register the Agreements for Sale and Deeds of Conveyance in respect of the Developer's Allocation and Owner's Allocation as mentioned in **SCHEDULES- "B" & "C"** hereunder in favour of the intending purchasers and/or their nominee selected by the Developer, on the basis of the Power of Attorney from the Owner in favour of the Developer and/or its nominees.
- 7.6 The Developer shall keep the Agreement and Power of Attorney in original in their custody, while the Owner shall keep certified copy of this Agreement in their custody.

ARTICLE-VIII: DEALINGS OF SPACES IN THE BUILDING

- 8.1. The Developer shall be entitled to transfer or otherwise deal with the entire construction of the proposed building as the Developer shall deem fit and proper and the Owners shall have



District Sub-Registrar-II
Alipore, South 24 Parganas

9 JUN 2017