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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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DEVELOPMENT AGREEMENT

Sudip N. D.

THIS DEED OF AGREEMENT made this the 8th day of February, Two Thousand And Eighteen Nineteen (2019)

BETWEEN

Certified that the document is permitted to registration. The signature sheet / proofs and the endorsement sheet shall be attached with this document it's a part of this document.

Registrar (U/S 7(2))
District Sub-Registrar II
24 Pigeon Hole Bazaar

08 FEB 2019

We, (1) **MRS. INDRANI PRADHAN (PAN: BHKPP6194A)** daughter of Mr. Ranajit Mukherjee, by Occupation Housewife, (2) **MRS. GAURI PRADHAN alias MRS. GOURI PRADHAN (PAN: BFIPP7400M)** wife of Mr. Uma Prasad Pradhan, by Occupation: Housewife, both by Nationality: Indians, by Faith: Hindu and both in Sl. Nos. (1) & (2) are presently residing at Vill.- Haidadpur, P.O: Khantura, P.S: Habra, Pin – 743 273, District : 24-Parganas (North), West Bengal, (3) **MR. JYOTIRMAY GHOSH (PAN: AEOPG4989G)** son of Late Surendra Nath Ghosh, by Occupation: Retired Professor, (4) **MRS. SAMITA GHOSH (PAN: BQHPG4960M)** wife of Mr. Jyotirmay Ghosh, by Occupation: Housewife, both by Nationality: Indians, by Faith: Hindu and both in Sl. Nos. (3) & (4) are presently residing at Village and Post Office: Korar Bagan, Police Station: Bongaon, District: 24-Parganas (North), Pin – 743 235, West Bengal, (5) **DR. ANINDYA KUMAR GOSWAMI alias DR. ANINDYA GOSWAMI (PAN: AKHPG8571B)** son of Mr. Mahadev Chandra Goswami, by Occupation: Service, by Nationality: Indian, by Faith: Hindu and presently residing at Village – Gaipur Natun Para, P.O: Gobardanga, P.S: Habra, District: North 24-Parganas, Pin: 743 252, West Bengal, (6) **MR. SUDIP NATH (PAN: ACNPN7034Q)** son of Late Dulal Chandra Nath, by Occupation: Service, (7) **MRS. ANINDITA NATH (PAN: AKLPN5213D)** wife of Mr. Sudip Nath and daughter of Mr. Ashoke Kumar Debnath, by Occupation: Housewife, both by Nationality: Indians, by Faith: Hindu and both in Sl. Nos. (6) & (7) are presently residing at 11/3, Central Park, 1st Floor, (Near Krishna Glass Factory), P.O. & P.S: Jadavpur, Kolkata – 700 032, West Bengal, (8) **MR. SUJOY DEY (PAN: ARBPD9963B)** son of Late Jogendra Nath Dey, by Occupation: Service, (9) **MRS. SILPI PAUL (PAN: ANWPP6276E)**, wife of Mr. Sujoy Dey, by Occupation: Service, both by Nationality: Indians, by Faith: Hindu and both in Sl. Nos. (8) & (9) are presently residing at Khantura Kalitala More, P.O: Khantura, P.S: Habra, District: North 24-Parganas, West Bengal, (10) **MRS. RUPALI MISHRA (PAN: BNYPM1239H)** wife of Mr. Sanjoy Mishra, daughter of Late Sambhu Nath Mahata, by Occupation: Housewife, (11) **MR. SANJOY MISHRA alias SANJOY MISRA (PAN: AETPM7886F)**, son of Late Mrityunjoy Mishra, by Occupation: Service, both by Nationality: Indians, by Faith: Hindu and both in Sl. Nos. (10) & (11) are residing at Village – Uttar Chatra, P.O: Dakshin Chatra, P.S: Baduria, District: 24-Parganas (North), Pin: 743 247, West Bengal, (12) **MR. ATANU MANDAL (PAN: AIWPM3439M)** son of Mr. Khagendra Nath Mandal, by Occupation: Service, (13) **MRS. SONALI MONDAL (PAN: AQSPM1729L)**, wife of Mr. Atanu Mondal and daughter of Mr. Ashoke Kumar Mondal, by Occupation: Housewife, both by Nationality: Indians, by Faith: Hindu and both in Sl. Nos. (12) & (13) are presently residing at Bibekpara, P.O: Khantura, P.S: Habra, District: North 24-Parganas, Pin: 743 273, West Bengal, (14) **MR. SANJOY DEB (PAN: ADRPD2250P)** son of Mr. Satyendra Nath Deb, by Occupation: Business, (15) **MRS. TANUSREE PAUL alias MRS. TANUSREE DEB PAUL (PAN: ANRPP6146J)** wife of Mr. Sanjoy Deb and daughter of Late Balaram Paul, by Occupation: Housewife, both by Nationality: Indians, by Faith: Hindu and both in Sl. Nos. (14) & (15) are presently residing at Village – Babupara, P.O: Gobardanga, P.S: Habra, District: North 24-Parganas, Pin: 743 252, West Bengal, hereinafter referred to as the **FIRST PARTIES** (which expression shall unless excluded by or repugnant to the context be deemed to mean and includes each of their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

AND

MAHAMANI PROPERTIES PRIVATE LIMITED (having **PAN-AAICM4413A**) a Company incorporated under Companies Act, 1956 having its registered office at BA-17, Salt Lake City, Sector-1, P.O: Bidhannagar, P.S: Bidhannagar (N), Kolkata 700 064 being represented by one of its Director **SRI SANJEEB GUPTA** (having **PAN: ADUPG1777F**), son of Sri Gopal Prasad Gupta, by Faith Hindu, by Occupation Business, by Nationality: Indian, residing at BA-17, Sector-1, Salt Lake City, P.O: Bidhannagar, P.S: Bidhannagar (N), Kolkata – 700 064, hereinafter referred to as the **DEVELOPER/BUILDER** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and or successors-in-office, administrators, and assigns) of the **SECOND PART**;

WHEREAS THE OWNERS HAVE REPRESENTED TO THE DEVELOPER :-

A. Gahar Mondal, Ajgar Mondal, Echahaque Mondal and Badshaali Mondal were the joint and absolute recorded owners of Sali Land measuring 49 dec. comprised in C.S. Dag No. 277 and 126 dec. comprised in C.S. Dag No. 647, thus totaling 175 dec. under C.S. Khatian No. 56, lying and situate at Mouza: Jatragachi, J.L. No. 24, Touzi Nos. 174 and 179, Police Station – Rajarhat at present New Town P.S., District 24-Parganas now North 24-Parganas each of them having or entitle to undivided 1/4th rights title and interest thereof by paying rent or Khazna regularly to the competent authority of BL & LRO; and they had been all along jointly seized and possessed of the aforesaid property without being interrupted and dispute by any person whomsoever and or from any corner whatever;

B. While enjoying the said land measuring 4 anna share equivalent to 12.25 dec. in C.S. Dag No. 277 and 31.5 dec. in C.S. Dag No.647 as aforesaid, the said Echahaque Mondal a bachelor died intestate and after his expiry his one brother the said Ajgar Mondal being one his legal heir and successor, in accordance with the provisions of Muslim Law of Succession became seized and possessed of 128 dec. of land in C.S. Dag No. 277 and 3.28 dec. in C.S. Dag No.647 out of the 1/4th share in the aforesaid land left by the said Echahaque Mondal since deceased, comprised in Mouza: Village Jatrachai, J.L. No.24, Touzi Nos. 174 and 179, Re. Su. No. 195, under C.S. Khatian No. 56, Police Station: Rajarhat now New Town P.S, District 24-Parganas now North 24-Parganas;

C. Thus the said Ajgar Mondal became seized and possessed of the total land admeasuring 13.53 dec. in C.S. Dag No. 277 and 34.78 dec. in C.S. Dag No. 647, under C.S. Khatian No. 56, comprised in Mouza: Jatragachi, J.L. No. 24, Police Station: Rajarhat now New Town P.S, District 24-Parganas now North 24-Parganas; and had been enjoying the same peaceably without any intereference from any third party whatsoever as the sole and absolute owner thereof;

D. While enjoying the aforesaid land measuring an area of 13.53 decimals in C.S. Dag No. 277 and 34.78 decimals in C.S. Dag No. 647 total admeasuring 48.31 decimals of land in said two Dags under C.S. Khatian No. 56, comprised in Mouza: Jatragachi, J.L. No. 24, Touzi Nos. 174 and 179, Police Station: Rajarhat, District 24-Parganas, the said Ajar Mondal died intestate, leaving behind him surviving his 2 sons and 1 married daughter named hereinbelow in respect of all the properties and estates left by the said Ajar Mondal, since deceased, in accordance with the provisions of Muslim Succession Act, by which the said Ajar Mondal since deceased was governed during his lifetime and the details of the successors of Late Ajar Mondal and each of their share of land are described hereinbelow:-

Name of the Successors	Relation with the Successors	C.S. Dag Nos.	Area of Land inherited.
Oli Mahammed	son	277 647	undivided 5.41 dec. Undivided 13.91 dec.
Year Ali	son	277 647	undivided 5.41 dec. Undivided 13.91 dec.
Sobejan Bibi	daughter	277 647	undivided 2.71 dec. Undivided 6.961 dec.
Total ...			48.31 dec.

E. During Revisional Survey Settlement the names of said Oli Mohammad, Year Ali Mondal and Sobejan Bibi were duly recorded in the Record of Land Revisional Survey Settlement with B.L. & L.R.O. Rajarhat, under R.S. Khatian No. 23, in respect of aforesaid Sali Land and which are described hereinbelow: -

Names	R.S. Dag	R.S. Khatian	Total Land	Share	Area of Land
Oli Mahammed	296	23	49 dec.	1 anna 12 ganda	4.90 dec.
	747	23	126 dec.	- do	12.60 dec.
Year Ali	296	23	49 dec.	1 anna 12 ganda	4.90 dec.
	747	23	126 dec.	- do	12.60 dec.
Sobejan Bibi	296	23	49 dec.	16 ganda	2.45 dec.
	747	23	126 dec.	- do	6.30 dec.
Total ..					43.75 dec.

Thus the 43.75 dec. have been totally recorded despite they had been actually seizing and possessing a total land area about 48.31 dec. be the same a little more or less lying and situate in Mouza: Jatragachi, J.L. No.24, R.S. No. 195, Police Station: Rajarhat at present under New Town P.S., District North 24-Parganas;

F. Subsequently during Latest Revisional Survey Settlement (known as L.R. Survey), the names of said Oli Mohammed and Year Ali alias Year Ali Mondal have been severally mutated in respect of the aforesaid Sali Land in the Record of B.L. & L.R.O. Rajarhat under Khatian Nos. 96 and 128 respectively;

G. That by a Deed of Conveyance dated 15.06.1987 registered at the Office of the Additional District Sub-Registrar Bidhannagar, Salt Lake City, North 24-Parganas, duly recorded in Book No. 1, Volume No. 60, Pages from 479 to 486, Being No.2986 for the year 1987, the said Oli Mahammed alias Oli Mahammed Mondal and Year Ali alias Year Ali Mondal therein jointly called and referred to as the Vendors at the Valuable consideration mentioned therein sold, transferred and conveyed out of their aforesaid land a demarcated portion thereof measuring 5 cottahs 03 chittaks 15 sq. ft. a little more or less out of which 3 cottahs, 15 sq. ft. comprised in C.S. Dag No. 277 corresponding to R.S. as well L.R. Dag No.296 and also 2 cottahs 03 chittaks comprised in C.S. Dag No. 647 corresponding to R.S. as well L.R. Dag No. 747 both under C.S. Khatian No. 56 corresponding R.S. Khatian No. 23 and subsequently L.R. Khatian Nos. 96 & 128, lying and situates at Mouza : Jatragachi, J.L. No. 24, R.S. No. 195, Police Station: Rajarhat at present under New Town P.S., District North 24-Parganas, morefully described in the Schedule therein unto and in favour of one Shyamapada Mondal son of Late Bhagirath Mondal the purchaser therein free from all encumbrances whatsoever;

H. Since after the said purchase by virtue of the said registered Deed of Conveyance dated 15.06.1987 the said Shyamapada Mondal thus became seized and possessed of the aforesaid land 3 cottahs 15 sq. ft. equivalent to 4.98 dec. out of 49 dec. comprised in R.S. / L.R. No. 296 along with 2 cottahs 03 chittacks equivalent to 3.6 dec. out of total 126 decimals comprised in R.S / L.R. Dag No. 747 total admeasuring 5 cottahs, 03 chittacks 15 sq. ft. be the same a little more or less at Mouza: Jatragachi, J.L. No.24, District North 24-Parganas and became enjoying the same without being interrupted by any person whomsoever and or from any corner whatever and had been paying rent or khazna thereof to the Competent Authority by mutating his name in the Record of B.L. & L.R.O. Rajarhat under L.R. Khatian No. 836/1;

I. Subsequently by another Deed of Conveyance dated 15.06.1987 registered at the Office of the Additional District Sub-Registrar Bidhannagar, Salt Lake City, North 24-Parganas, duly recorded in Book No. 1, Volume No. 60, Pages from 487 to 494, Being No. 2987 for the year 1987, the said Oli Mahammed alias Oli Mahammed Mondal and Year Ali alias Year Ali Mondal therein jointly called and referred to as the Vendors at the Valuable consideration mentioned therein sold, transferred and conveyed out of their aforesaid land a demarcated portion thereof measuring 5 cottahs 03 chittaks 15 sq. ft. a little more or less out of which 3 cottahs, 15 sq. ft. comprised in C.S. Dag No. 277 corresponding to R.S. as well L.R. Dag No.296 and also 2 cottahs 03 chittaks comprised in C.S. Dag No. 647 corresponding to R.S. as well L.R. Dag No. 747 both under C.S. Khatian No. 56 corresponding R.S. Khatian No. 23 and subsequently L.R. Khatian Nos. 96 & 128, lying and situates at Mouza : Jatragachi, J.L. No. 24, R.S. No. 195, Police Station: Rajarhat at present under New Town P.S., District North 24-

Parganas, morefully described in the Schedule therein unto and in favour of one Prasanta Mondal son of Late Bhagirath Mondal the purchaser therein free from all encumbrances whatsoever;

J. Since after the said purchase by virtue of the said registered Deed of Conveyance dated 15.06.1987 the said Prasanta Mondal thus became seized and possessed of the aforesaid land 3 cottahs 15 sq. ft. equivalent to 4.98 decimals out of 49 decimals comprised in R.S. / L.R. No. 296 along with 2 cottahs 03 chittacks equivalent to 3.6 decimals out of total 126 decimals comprised in R.S / L.R. Dag No. 747 total admeasuring 5 cottahs, 03 chittacks 15 sq. ft. be the same a little more or less at Mouza: Jatragachi, J.L. No. 24, District North 24-Parganas and became enjoying the same without being interrupted by any one whomsoever and or from any corner whatever and had been paying rent or khazna thereof to the Competent Authority by mutating his name in the Record of B.L. & L.R.O. Rajarhat under L.R. Khatian No. 525/3;

K. Subsequently during acquirement of land for New Town Project Development, the Government of West Bengal have acquired through L.A. Collector, North 24-Parganas, vide L.A. Case No. 4/195 of 2002-2003, a part or portion of land measuring 51 decimals from southern side out of which 5.26 decimals acquired from L.R. Khatian Nos. 525/3, 836/1 & 128 in respect of R.S. as well L.R. Dag No. 747 at Mouza – Jatragachi, J.L. No. 24, P.S. Rajarhat at present under New Town P.S, District : North 24-Parganas;

L. By a Deed of Conveyance dated 08.09.2007 registered at the Office of the Additional District Sub-Registrar II, North 24-Parganas, duly recorded in Book No. 1, C.D. Volume No. 11, Pages from 4527 to 4539, Being No. 07070 for the year 2007, the said Shyamapada Mondal therein called and referred to as the Vendor at the Valuable consideration mentioned therein sold, transferred and conveyed out of his aforesaid land a demarcated portion thereof measuring 3 cottahs, 15 sq. ft. equivalent to 4.98 decimals comprised in R.S. as well L.R. Dag No.296,under L.R. Khatian Nos. 96 & 128 corresponding to L.R. Khatian No. 836/1, lying and situated at Mouza: Jatragachi, J.L. No. 24, R.S. No. 195, Police Station: Rajarhat at present under New Town P.S., District North 24-Parganas, morefully described in the Schedule therein unto and in favour of one M/s. Tamkoria Textile Pvt. Ltd., the purchaser therein free from all encumbrances whatsoever;

M. Since after the said purchase by virtue of the said registered Deed of Conveyance dated 08.09.2007 the said M/s. Tamkoria Textile Pvt. Ltd., thus became seized and possessed of the aforesaid land 3 cottahs 15 sq. ft. be the same a little more or less comprised in part of R.S./L.R. Dag No. 296, under L.R. Khatian Nos. 96 & 128 corresponding to L.R. Khatian No. 836/1, at Mouza : Jatragachi, J.L. No. 24, District North 24-Parganas and became enjoying the same without being interrupted by any one whomsoever and or from any corner whatever and had been paying rent or khazna thereof to the Competent Authority after mutating it's name in the Record of B.L. &

L.R.O. Rajarhat under L.R. Khatian No. 1367 in respect of the land measuring 4.98 dec. comprised in part of R.S./L.R. Dag No. 296;

N. Subsequently on the same day by another Deed of Conveyance registered at the Office of the Additional District Sub-Registrar II, North 24-Parganas, duly recorded in Book No. 1, C.D. Volume No. II, Pages from 4540 to 4552, Being No. 07071 for the year 2007, the said Prasanta Mondal and Shyamapada Mondal therein jointly called and referred to as the Vendors at the Valuable consideration mentioned therein sold, transferred and conveyed out of their aforesaid land a demarcated portion thereof measuring 3 cottahs, 15 sq. ft. equivalent to 4.98 decimals comprised in part of R.S. as well L.R. Dag No.296 and 4 Cottahs 06 Chittacks equivalent to 7.22 dec. comprised in part of R.S. as well L.R. Dag No.747 all under L.R. Khatian Nos. 96 & 128 corresponding to L.R. Khatian No. 525/3 & 836/1, lying and situates at Mouza: Jatragachi, J.L. No. 24, R.S. No. 195, Police Station: Rajarhat at present under New Town P.S., District North 24-Parganas, morefully described in the Schedule therein unto and in favour of one Mr. Lalit Tamkoria, the purchaser therein free from all encumbrances whatsoever;

O. Since after the said purchase by virtue of the said registered Deed of Conveyance dated 08.09.2007 the said Mr. Lalit Tamkoria, thus became seized and possessed of the aforesaid land measuring 3 cottahs 15 sq. ft. equivalent to 4.98 decimals be the same a little more or less out of total 49 dec. comprised in R.S. / L.R. Dag No. 296, and 4 Cottahs 06 Chittacks equivalent to 7.22 dec. out of total 126 dec comprised in R.S. as well L.R. Dag No.747 under L.R. Khatian Nos. 96 & 128 corresponding to L.R. Khatian No. 836/1 total admeasuring (7 cottahs 06 chittacks 15 sq. ft.) in said two Dags at Mouza: Jatragachi, J.L. No. 24, District North 24-Parganas and became enjoying the same without being interrupted by any one whomsoever and or from any corner whatever and had been paying rent or khazna thereof to the Competent Authority and his name had been mutated in the Record of B.L. & L.R.O. Rajarhat in respect of the land comprised in part of R.S./L.R. Dag No. 296 under L.R. Khatian No. 1366; and in respect of the land comprised in part of R.S./L.R. Dag No. 747 under L.R. Khatian No. 1984;

P. Subsequently in response to the application made by Tamkoria Textile Pvt. Ltd. and Mr. Lalit Tamkoria by two Orders vide Nos. 601/2012 & 602/2012 both dated 21.03.2012 in respective Conversion Case Nos.1083/BL/12 & 1082/BL/12, the Competent Authority have converted the nature and character of land from Sali to Bastu comprised of R.S. / L.R. Dag No. 296 of Mouza – Jatragachi,

Q. Since by virtue of the aforesaid two registered Deed of Conveyances the said Tamkoria Textile Pvt. Ltd. and Mr. Lalit Tamkoria thus became seized and possessed of and well and sufficiently entitled to a land area about 6 cottahs 30 sq. ft. comprised in Part of R.S. as well L.R. Dag Nos. 296 and 4 cottahs 06 chittaks comprised in part of R.S. as well L.R. Dag No. 747 which are adjacent and contiguous to each other forming a single plot of land total admeasuring or containing an area about 10 Cottahs 06 Chittacks 30 Sq. ft. be the same a little more or less, lying and situated at Mouza:

Jatragachi, J.L. No. 24, under and part of R.S. Khatian No. 23 corresponding to L.R. Khatian Nos. 836/1, 525/3, 1366, 1367 & 1984, R. S. No. 195, within the ambit of the B.L. & L.R.O. Rajarhat, Police Station: New Town, District: North 24-Parganas with all the rights, properties, benefits and appurtenances in connection thereto in all common passages and in connection thereto;

R. By a Deed of Conveyance dated 15.12.2017 duly registered at the Office of the A.D.S.R. Rajarhat, North 24-Parganas and recorded in Book-1, Volume No. 1523-2017, Pages from 373509 to 373582, Being No. 152312710 for the year 2017 the said Mr. Lalit Tamkoria & M/s. Tamkoria Textile Pvt. Ltd. as the Owners thereof therein referred to as the Vendors sold, transferred and conveyed free from all encumbrances whatsoever all that piece and parcel of land measuring an area about 6 cottahs 30 sq. ft. comprised in Part of R.S. as well L.R. Dag Nos. 296 and 4 cottahs 06 chittaks comprised in part of R.S. as well L.R. Dag No. 747 which are adjacent and contiguous to each other forming a single plot of land total admeasuring or containing an area about 10 Cottahs 06 Chittacks 30 Sq. ft. be the same a little more or less, lying and situated at Mouza: Jatragachi, J.L. No. 24, under and part of R.S. Khatian No. 23 corresponding to L.R. Khatian Nos. 836/1, 525/3, 1366, 1367 & 1984, R. S. No. 195, within the ambit of the B.L. & L.R.O. Rajarhat, with all the rights, properties, benefits and appurtenances in connection thereto and shown in the Deed Plans, Police Station: New Town, District: North 24-Parganas morefully described in the Schedule therein unto and in favour of Mrs. Indrani Pradhan and others all the Owners herein therein called and referred to as the Purchasers at the valuable consideration mentioned therein;

S. By another Deed of Conveyance dated 13.12.2017 duly registered at the Office of the A.D.S.R. Rajarhat, North 24-Parganas and recorded in Book-1, Volume No. 1523-2017, Pages from 373439 to 373508, Being No. 152312506 for the year 2017 the said Prasanta Mondal and Shyamapada Mondal as the Owners thereof therein referred to as the Vendors sold, transferred and conveyed free from all encumbrances whatsoever all that piece and parcel of land measuring an area about 1.5288 decimals equivalent to 0.93 cottahs or 14 chittaks 40 sq. ft. be the same a little more or less, comprised in Part of R.S. as well L.R. Dag Nos. 296 lying and situated at Mouza: Jatragachi, J.L. No. 24, under and part of R.S. Khatian No. 23 corresponding to L.R. Khatian Nos. 836/1, 525/3, R. S. No. 195, within the ambit of the B.L. & L.R.O. Rajarhat, with all the rights, properties, benefits and appurtenances in connection thereto and shown in the Deed Plans, Police Station: New Town, District: North 24-Parganas morefully described in the Schedule therein unto and in favour of Mrs. Indrani Pradhan and others all the Owners herein therein called and referred to as the Purchasers at the valuable consideration mentioned therein;

T. Subsequently the names of the present Owners the parties in First Part have been severally recorded under several L.R. Khatian Nos. 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149 & 2150, in respect of the land measuring 12 decimals equivalent to 7 cottahs 04 chittacks comprised in part of R.S. Dag No. 296 and 02 dedcimals equivalent to 1 cottah 03 chittacks 15 sq. ft. comprised in part of R.S. as well L.R. Dag No. 747, both are adjacent and contiguous to each other forming a single plot of land total admeasuring or containing an area about

14 decimals equivalent to **8 cottahs 7 chittacks, 15 sq. ft.** despite in the manners of devolution of title as recited above and by virtue of the aforesaid two registered Deed of Conveyances Being Nos. 152312506 & 152312710 both of 2017 and upon actual physical measurement, the said Owners First Party herein have become seized and possessed of and well and sufficiently entitled to a land area about 6 cottahs, 15 chittacks, 25 sq. ft. comprised in Part of R.S. as well L.R. Dag Nos. 296 and 4 cottahs 06 chittacks comprised in part of R.S. as well L.R. Dag No. 747 total admeasuring or containing an area about 11 Cottahs 05 Chittacks 25 Sq. ft. be the same a little more or less, lying and situated at Mouza: Jatragachi, J.L. No. 24, under and part of R.S. Khatian No. 23 corresponding to L.R. Khatian Nos. 836/1, 525/3, 1366, 1367 & 1984 presently recorded under several L.R. Khatian Nos. 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149 & 2150, R.S. No.195, under Jyangra-Hatiara No. II Gram Panchayat within the ambit of the B.L. & L.R.O. Rajarhat, Police Station: New Town, District: North 24-Parganas morefully described in the First Schedule written hereunder hereinafter for the sake of brevity shall be referred to as the "**SAID LAND**"/ "**SAID PROPERTY**" and the First Party herein are well and sufficiently entitle to their 'Said Land' under the First Schedule hereto with all rights, properties, benefits, easements and appurtenances in connection thereto as the absolute Owners thereof without any interruptions and or obstructions by or from any person whomsoever or of and from any corner whatsoever; and the names of the First Parties have been mutated and recorded at the Block Land & Land Revenue Office, Rajarhat, North 24-Parganas;

U. After mutating their names at B.L & L.R.O. one of the Purchaser Dr. Swati Goswami gifted her undivided share to her husband Dr. Anindya Kumar Goswami alias Dr. Anindya Goswami by a registered Deed of Gift dated 27.02.2018 and recorded in Book No. I, Volume No. 1904-2018, Pages from 97690 to 97721, Being No. 190402030 for the year 2018.

The Owners' Representations:

i) The First party herein are the absolute Owners of the said Land under the First Schedule hereto total admeasuring or containing an area about **14 decimals** equivalent to **8 cottahs 7 chittacks, 15 sq. ft.** be the same a little more or less, comprised in part of **R.S. as well L.R. Dag Nos. 296 & 747**, lying and situated at **Mauza: Jatragachi**, J.L. No. 24, under and part of R.S. Khatian No. 23 part of L.R. Khatian Nos. 836/1, 525/3, 1366, 1367 & 1984 at present recorded severally in the names of the present Owners the Parties in First Part herein under several L.R. Khatian Nos. 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149 & 2150, within the ambit of the **B.L. & L.R.O. Rajarhat**, with common easement rights in all common passages and all the rights and benefits in connection thereto, Police Station: New Town formerly Rajarhat, District: North 24-Parganas, morefully described in the First Schedule written hereunder hereinafter for the sake of brevity shall be referred to as the "**SAID LAND**"/"**SAID PROPERTY**" and the Owners herein are seized and possessed of and or well and sufficiently entitle to their 'Said Land' as the rayoti Owners under the

State Government without any interruptions and or obstructions by or from any person or of and from any corner whatsoever;

ii) The owners have clear and marketable rights, title and interest in respect of their 'Said Land' under First Schedule hereto free from all charges, liens, lispendences, suits, injunctions, viz. free from any or all encumbrances whatsoever AND the Owners herein have not dealt with the Said Property and or any portion thereof in any such manner so that the Owners are or may be restrained to deal with the Said Land or the Said Property under the First Schedule hereto in any lawful manner at their own choice and absolute discretion, AND in other way the Owners herein are free and absolutely entitled to deal with their 'Said Land' and also to enter into this agreement with the Developer hereto;

iii) The entire 'Said Land' under the First Schedule hereto and or any portion thereof is not effected by any Development Scheme and is free from any acquisitions or requisitions whatsoever and the Owners herein did not receive any notice either severally or jointly from any authority or authorities effecting the Owners' property described in the First Schedule written hereunder;

iv) That to the best of the Owners' knowledge, the 'Said Property' under the First Schedule hereto and or any part thereof is not attached in any proceeding including certificate proceeding started by or at the instance of Income Tax, Wealth Tax or Gift Tax Authorities or Department or Departments or under the provisions of the Public Demand Recovery Act or otherwise and that no certificate has been filed in the office of the Certificate Officer under the provisions of the Public Demand Recovery Act and/or no steps have yet been taken in execution of any certificate at the instance of the Income Tax and/or Wealth Tax and/or Estate Duty Authorities and under any court order or under SARFAESI;

v) There is no Tenant in the said Property.

vi) There is no Temple, Mosque, Debattur or Burial Ground within the 'Said Property'.

vii) There is no excess vacant land at the said premises under the First Schedule with the meaning of the West Bengal Urban Land (Ceiling and Regulations) Act, and subsequent Amendment made thereto.

AND WHEREAS the Owners herein are desirous of development and construction of multi-storied building/s comprised of self-contained modern flats with car parking spaces, shops thereof on their said land under the **First Schedule** but due to paucity of fund and lack of experience they are unable to do so by their own capacity.

AND WHEREAS The Second Party herein is a reputed Developer Company dealing with development and construction of multi-storied buildings and Housing Enclave for selling of residential self-contained flats with car parking facilities and commercial units to the public intending to purchase so and as such the developer herein have decided to

acquire some landed properties in the said locality for development and construction of a Housing Project/ Housing Enclave comprised of one or more building/s in the locality.

AND WHEREAS having knowledge of the Developer's such intention for development and construction of the aforesaid Housing Enclave by the Developer in the same locality the Owners herein have approached the Developer to acquire their said land under the First Schedule hereto for development and construction of a Housing Enclave; and having been approached by the Owners herein in respect of their aforesaid proposal and also relying on the above representations made by the Owners herein to be true, the Developer hereto has agreed with the Owners for acquiring their plot of the land under the First Schedule in the said proposed pool of Development of the proposed Housing Enclave by way of construction of multi-storied building R.C.C. framed super structural building consists with various numbers of self-contained residential flats, car parking spaces, shops and others on the said plot of land under the First Schedule hereto including other adjacent plots of land by amalgamating all the plots if already acquired and or so to be acquired by the Developer herein and as per drawing plan and specifications to be signed by the owner/s and sanctioned by the competent authorities and in conformity with the said details of construction under and subject to the terms and conditions hereinafter stated.

Now the parties herein to avoid any litigation in future have agreed to enter into this Agreement which contains the lawful terms and condition herein below :-

AND WHEREAS in this Agreement expression or terms used herein shall unless it be contrary and/or repugnant to the context have the following meanings.

HEADINGS: In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any Clause and shall consequently not affect the construction of this Development Agreement.

"THE OWNERS" shall mean the persons namely MRS. INDRANI PRADHAN, MRS. GAURI PRADHAN alias MRS. GOURI PRADHAN, MR. JYOTIRMAY GHOSH, MRS. SAMITA GHOSH, DR. ANINDYA KUMAR GOSWAMI alias DR. ANINDYA GOSWAMI, MR. SUDIP NATH, MRS. ANINDITA NATH, MR. SUJOY DEY, MRS. SILPI PAUL, MRS. RUPALI MISHRA, MR. SANJOY MISHRA alias SANJOY MISRA MR. ATANU MANDAL, MRS. SONALI MONDAL, MR. SANJOY DEB, MRS. TANUSREE PAUL alias MRS. TANUSREE DEB PAUL as the parties of the FIRST PART hereto holding 100% rights, title and interest of the "SAID LAND" under the "First Schedule" hereto written.

"SAID LAND" OR "DEMISED LAND" shall mean All That Piece or Parcel of Bastu Land measuring 12 decimals equivalent to 7 cottahs 04 chittacks comprised in part of R.S. Dag No. 296 and Sali land measuring 02 dedcimals equivalent to 1 cottah 03 chittacks 15 sq. ft. comprised in part of R.S. as well L.R. Dag No. 747, both are adjacent and contiguous to each other forming a single plot of land total admeasuring or containing an area about **14 decimals equivalent to 8 cottahs 7 chittacks, 15 sq. ft.**

be the same a little more or less, lying and situated at **Mauza: Jatragachi**, J.L. No. 24, under C.S. Khatian No. 56, corresponding to R.S. Khatian No. 23, corresponding to **L.R. Khatian Nos. 1367, 1366, 1984, 525/3 and 836/1**, presently severally recorded in the names of the Owners herein under L.R. Khatian Nos. **2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149 & 2150**, R. S. No. 195, Touzi Nos. 174 and 179, Police Station – New Town, formerly Rajarhat P.S, within the local limits of Jyangra Hatiara No. II Gram Panchayat and which is under the jurisdiction of Additional District Sub-Registry Office at Rajarhat, District 24-Parganas (North), morefully described in the First Schedule written hereunder.

"PROPOSED AMALGAMATED LAND"/ "AMALGAMATED PROPERTY" shall mean the 'Said Land' and/or the said property described in the First Schedule hereunder and other surrounding or adjacent land or plots and/or properties already acquired and/or so may be acquired by the Developer and so to be amalgamated and/or adjoined with the Said Land and or Said Property by the Developer at any point of time either before or after fulfilling this contract and for the said purpose the developer shall be entitled to execute all lawful Deeds including Deed of Amalgamation at its sole costs and expenses.

"SAID BUILDING / SAID BUILDINGS" shall mean Multi-Storied building or buildings as shall be constructed in finished and habitable condition by the Developer confirming to the Sanctioned Plan or Revise Plan in the name of the Owners and to be prepared, submitted only by the Developer and sanctioned by the concerned Municipality on the owner/s "Said Land" described hereunder in the First Schedule AND / OR on the said proposed 'Amalgamated Land' as stated hereinabove.

"SAID PREMISES" shall mean the official identity of the "Said Land" with "Said Building/Buildings" collectively.

"AMALGAMATED PREMISES" shall mean the official identity of the collective from of the said "Amalgamated Land" with one or more Buildings collectively thereon.

"SANCTIONED PLAN" shall mean "Building Plan" OR Plans" for a Multi-Storied buildings on the "Said Land" OR a composite Plans showing several Multi-Storied buildings on the proposed "Amalgamated Land" and or "Amalgamated Property" as defined above and so to be prepared and submitted by the Developer at its sole discretions and own costs; and so would be sanctioned by the Competent Authorities such as Local Panchayet, Zilla Parisad and / or by other Authority if so concern any And shall also mean any/or all revise plans subsequently prepared by the Developer at its sole discretion without requiring any further consent from the Landowner/s and sanction by the Authorities concerned.

"SAID HOUSING ENCLAVE" shall mean an Enclave consisting of several buildings comprised of residential self-contained flats, garages, shops etc. in several blocks with internal roads or passages with car-ways and of other common facilities described in the Third Schedule and to be constructed and erected on the said demised land of the Landowners herein described in the First Schedule hereunder written and/or on the proposed amalgamated landed property as defined hereinabove.

"LANDOWNERS' ALLOCATION" shall mean that the First Party herein as the Landowners shall be entitled to get **9 flats** each measuring **925 sq. ft.** carpet area along with **9 car parking spaces** each measuring **130 sq. ft.** covered area out of the total areas of the proposed building/s in the manner of several numbers of residential flats & garages distributed proportionately in all floors in the proposed buildings so to be constructed by the Developer on the Owners' Said Demised Land under the First Schedule with proportionate and undivided common shares in all common areas common amenities and common facilities in a complete finished and in habitable conditions together with proportionate and undivided impartable right, title and interest as co-owners on the 'Said Land' and/or the 'Said Demised Land' described in the First Schedule and the said Owners' Allocation morefully and collectively described in Part – I of the Second Schedule hereunder written and shall mean the consideration for the balance and/or remaining all constructed areas (save and except common areas) in all the proposed buildings together with balance and/or remaining undivided impartable proportionate share of the entire demised land under the First Schedule collectively allocable to the Developer (hereinafter referred to as the "Developer's Allocations". The Landowners' Allocation shall also include an amount of **Rs.15,000/- (Rupees Fifteen Thousand)** only which amount shall be non refundable and the said amount has been paid by the Developer to the Owners on the signing and registration of the Development Agreement.

"DEVELOPER'S ALLOCATION" Shall mean and include save and except the portions allocable to the Owners and also the common areas, the entire remaining area in the new buildings consists of the residential flats, shops, other commercial spaces and garage /car parking space so to be constructed on and upon the Owner's Land mentioned hereunder the First Schedule alongwith undivided and proportionate share of the ultimate roof and common facilities togetherwith undivided, impartable and proportionate share of ownership in the entire 'Said Land' under the First Schedule collectively allocable to the Developer and described under Part-II of the Second Schedule hereto which shall absolutely belongs to the Developer and or its nominee/s or assignees under the terms and conditions of this Development Agreement.

"BUILT UP AREA" Shall, according to its context, mean the plinth area of an Unit/Flat including the area of stair-case, landing with lifts space on the same floor where on a flat/unit is situated and also the thickness of the outer walls, internal walls and pillars and also of such outer walls which are common between two Units/Flats adjacent to each others.

"PHASES" with their grammatical variations shall mean the different "Phases" or "Blocks" presently: Block – "A", Block – "B", Block – "C" and so on in which the Development of the Project Site shall be carried out in terms hereof, providing provisions for extension of Project Site by way of inclusion of adjacent land of the present Owners, or others for the convenient of expanding the volume or area of the complex, however without affecting the terms herein contained.

"TRANSFEREES" shall mean and include all persons to whom any Transferable Areas are transferred or agreed to be so done.

"Units" shall mean and include-

- a) "Residential Units" meaning the flats for residential use in any building and in any Phase or Block at the Project Site in the First Schedule property;
- b) "Non-Residential Units" meaning office spaces, shops, constructed/ covered spaces demarcated parking spaces or the like for use as commercial, assembly, educational, mercantile or any other use other than residential;

"FORCE MAJEURE" Shall mean any natural calamities such as floods, earth quake, riots, severe labour disputes, and restraintion by the Order of any Court of Law, Statutory Authorities and any or all irresistible circumstances beyond the control of the Developer.

"TAX LIABILITIES" The Landowner/s shall liable to pay the arrear dues if so shall be payable to Gram Panchayet, Municipality and other statutory tax and outgoings liability till the period of execution of these presents and also the liability of payment of apportioned shares of tax in respect of his/her/their Allocable portions from the date of delivery of the physical possession thereof by the Developer to the Landowner/s.

"COMMON PORTIONS / COMMON AREAS" shall mean all the undivided and indivisible finished and unfinished areas, pathways, erections and constructions and installation comprised in the said building and in the said premises for practical use and enjoyment of the Owner/s with the Developer or of its respective nominees specifically and categorically mentioned in the Fourth Schedule hereunder as expressed or intended and or may be provided by the Developer for common use and enjoyment of the Owner herein with future co-owners of the building individually or collectively.

"COMMON EXPENSES" shall mean and include all expenses to be incurred by the Owner/s herein with other future co-owners for the maintenance, management and upkeepment of the building or buildings and the expenses for the common purposes of the co-owners.

"COMMON PURPOSES" shall mean the purpose of managing and maintaining the Building or Buildings in particular the common portions, payments of Rates & Taxes etc. collections and disbursements, Mutation, Formation of Association, common interest relating to their mutual rights and obligations for the purpose of unit/units .

"PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE SHARE" shall mean the proportion in which the super built-up area of any single flat would bear to the entire undivided built-up-areas of all the flats collectively for the time being in the building or buildings PROVIDED THAT where it refers to the share of any rates and/or taxes relating to the common purposes and the common expense then such share shall mean the proportions in which the total amount of such taxes rates or expenses as shall be paid equally by the co-owners and such share shall be treated as such rates and/or taxes and common expenses as are being separately levied and the Proportionate Share of the "Said Land"/"Said Property" and/or "Said Amalgamated Land"/ "Amalgamated Property" in a proportion to the measuring area of a single flat or unit out of the total measuring area of the entire undivided covered areas of all the flats and the units collectively in the building or buildings constructed comprised in the said property in the "Said Premises" or comprised in the said proposed "Amalgamated Land"/ "Amalgamated Property" in the said proposed "Amalgamated Premises".

"SINGULAR" shall include the **"PLURAL"** and vice-versa.

AND

"MASCULINE" shall include the **"FEMININE"** and vice-versa.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Owners herein have hereby grant an exclusive License to the Developer to enter upon the said land under First Schedule hereto and also hereby permit the Developer herein to construct one or more building or buildings comprised on the "Said Land" OR on the said proposed "Amalgamated Land" according to building plan or plans to be prepared by the Developer at its sole choice, discretion and at the cost of the Developer and according to sanction of the Building plan and/or any revised plan or plans so may be prepared, submitted and obtained only by the developer and sanctioned by the competent authority. It is expressly mentioned hereby that the Developer shall be fully entitled to prepare building plan in connection to the Said Land OR composite buildings plans by joining any other adjacent land or properties with the said demised land hereunder the First Schedule and as mentioned hereinabove as "Amalgamated Land" at the sole choice discretion and at the cost of the Developer for which the Owner/s herein declare hereby his/her/their free consent and hereby given unfettered exclusive rights to the Developer to the extent of his/her/their rights, title and interest in the said proposed Amalgamated Land and the Owners also hereby declare that during whole time of preparations of Said Plan or Plans, and obtaining sanction thereto, constructions and completions of the multi-storied building OR buildings and obtaining Completion and or Occupancy Certificate thereof as well as selling of the "Developer's Allocation" the owner shall not interfere in anyhow by any means and shall not be entitled to raise any objection and also shall not be entitled to create any obstructions thereof. It has been clearly agreed by and between the parties hereto that during the time of construction and or after completion of the building if any additions or

alterations in constructions deviating from the sanction plan are found then it shall be the bound and duty and responsibility of the Developer to obtain the "Occupancy Certificate" by regularizing such deviations through revise plan at the Developer's own cost and expenses and by paying necessary Fees and or Fine as shall be requisite by the concerned Authority. The owner however Neither shall be liable to pay any amount on account of such deviations Nor shall be entitle to claim any amount OR any additional constructed areas other than the said "Owners' Allocations" agreed and stated hereinabove and described hereunder; And for all the work of development as well for selling of Developer's Allocations to the outsider purchaser/s and also for the purpose of delivery of Owner's Allocations and for proper implementation of the other terms and conditions of this Agreement, the Owner herein shall deliver the peaceful vacate possession of the Said Land under Part – II of the First Schedule to the Developer for all practical purposes.

2. It is agreed by and between the parties hereto that subject to a perfect marketable title is found and/or made out by the owner/s and subject to necessary conversions certificates are obtained in respect of change of nature and character of the total property hereunder the First Schedule as a 'Bastu Land' as it is physically existing in place of Land as now recorded in B.L & L.R.O. Records, the owner/s shall be entitle to get **9 flats** each measuring **925 sq. ft.** carpet area along with **9 car parking spaces** each measuring **130 sq. ft.** covered area out of the total constructed areas of the proposed building/s in a manner of several numbers of residential flats & garages distributed proportionately in all floors in the proposed building/s so to be constructed by the Developer on the Owners' Said Demised Land under the First Schedule and the said flats and the car parking spaces in the proposed building/s in the proposed Housing Enclave allocable to the owner/s shall be constructed by the Developer in complete habitable nature togetherwith the facilities of water and electricity connection togetherwith the proportionate undivided interest or share in the Said Land hereunder the First Schedule along with common easement rights of all common areas, common facilities in the proposed building or buildings and at the said Housing Enclave. The said "Owners' Allocable Area" described in Part – I of the Second Schedule hereto togetherwith undivided proportionate shares in all common areas described in the Fourth Schedule and togetherwith proportionate share of the said land described hereunder the First Schedule and all the rights, benefits and appurtenances in connection to the said owners' allocable portions are collectively for the sake of brevity hereinabove and hereunder referred to as the "Owners' Allocation". It has been also agreed by and between the parties herein that in addition to the said Owners' Allocations the Owner/s shall not be entitled to any additional area or any cash consideration Provided a marketable title of the entire said land and or each and every part thereof hereunder the First Schedule is found or made out by the First Party.

3. Simultaneously with the execution of these presents the Owner/s herein shall sign, execute and register an irrevocable General Power of Attorney for the purpose of implementation of this agreement and execution of the entire work of development of multi-storied building and also for selling of Developer's Allocation in favour of the Second Party and also of Sri Sanjeeb Gupta the nominated director of the Developer

and all the costs and expenses on account of such registration shall be incurred by the Developer. It is expressively mentioned hereto that the Developer shall be uninterruptedly entitled to exercise the aforesaid General Power of Attorney for selling of the entire constructed portions together with the undivided and impartable share of the said land under the First Schedule and or any portions thereof save and except the portions allocable to the Owner/s viz. a. viz. the said "Owners' Allocations" to any intending Purchaser or Purchasers at any price and against such lawful terms and conditions as the Developer shall deem fit and proper and the Owner/s however, in that event shall not be entitled to raise any objections and or to create any obstructions thereof at any point of time whatsoever either before or after delivery of the Owners' Allocations are made by the Developer. It is understood that to facilitate the construction of Development at the Project Site by the Second Party and for obtaining necessary connections and utilities therein or therefor, various acts deeds matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need the authority of the First Party and various applications and other documents may be required to be signed or made by the First Party relating to which specific provisions may not have been mentioned herein. The First Party hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Second Party to be done in the matter and the First Party shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Second Party for the purpose and the First Party also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Second Party. The said power or powers of attorney so to be granted by the First Party/Land Owners to the Second Party/Developers/Builders and/or its nominee/s shall be exercised jointly or severally by the said Attorney **Sri Sanjeeb Gupta** and also any of the authorized director of the Second Party herein for the time being in force and shall form a part of this agreement and the said Power or powers of of Attorney shall be fully valid, enforceable and binding on the First Party till the "SAID PROPERTY" and the entire Housing Project is fully and properly developed by the Developers/ Builders and that the transfer and/or conveyance of the flats, car parking spaces, shops and others together with undivided proportionate share of the land under the Developer's Allocations are conveyed to the purchasers and Association of Apartment Owners is registered and starts functioning.

4. After execution of these presents the Developer shall be entitled to enter into the said land for measurement of the land area for the purpose of preparation of Building Plans and also shall be entitled to fix sign board etc. for display of the proposed Housing Project. Subject to availability of the marketable title of the said land hereunder the First Schedule is found and or made out by the owners and immediate after the names of the owners are mutated and also the necessary Conversion Certificate are obtained as aforesaid by the Owners, the developer shall proceed for obtaining sanction of the Building Plan or Plans and immediate after sanction of the building plan or plans by the concerned authorities and after obtaining work order the Developer shall commence the work of construction of the proposed building/s and shall hand over the said "Owners' Allocations" in the proposed building/s within 3 years + 6 months from the date of obtaining necessary sanction of the Buildings Plan.

5. The said owners allocation in the new proposed building/s shall be delivered by the Developer in a finished and habitable condition free from all encumbrances provided the Owners have made out a perfect and indefeasible marketable title of the entire said land hereunder the First Schedule hereby conferred upon the developer and subject to all the terms, conditions, stipulations, covenants and obligations covered under this agreement and also under the law of land is properly and carefully fulfilled and observed by the Owners. It is agreed that the costs of obtaining the sanctioned plans, its amendments and modifications as well as entire construction of the building or buildings, architects fees and all other costs which may be incurred towards development are to be borne solely by the developer who shall be liable to pay the Land Taxes payable to B.L. & L.R.O. and also Panchayet taxes and other outgoings w.e.f. the date of obtaining aforesaid Conversion Certificate/s till the Development work is completed. Any dues on such accounts if found subsequently shall be payable by the owner/s.

6. Other than the said Owners' Allocable portions togetherwith the undivided proportionate share of the said land described under the First Schedule viz. a viz. the Owners' Allocation allocable to the Owners, the Developer other than the common areas shall be exclusively entitle to all residue flats, floor parking spaces and other portions etc. with sole and exclusive rights of the said proposed building or all buildings together with undivided and proportionate shares of common areas, common amenities and common facilities alongwith undivided proportionate share of the Said Land. The said residue portions (other than the Owner Allocation) of all the flats, floors, shops, parking spaces etc. togetherwith the common rights and undivided share of the Said Land hereunder the First Schedule in the manners stated hereinabove and hereinafter for the sake of brevity referred to as the Developer's Allocations. The Developer at its own choice and discretion shall be fully entitle to withhold the said Developer's Allocation and further shall be exclusively entitle to dispose of the said allocation or any portion thereof to any person/persons, firm/firms, company/ companies by way of sale/mortgage/ lease against any price and/or Selami at its sole discretion, And out of such sale proceeds, the owner/s however shall not be entitled to any part out of the said Developer's Allocation as well as in the sell-proceeds of the Developer's Allocation and shall have no further claims or demands of whatsoever nature. Reciprocally the Owners shall not be liable for any amounts and or loss or damages if any arises or coming out of any dispute between the Developer and the intending purchaser for any flat/floor/ shop/ car parking space in the new proposed building or buildings on the Owner/s 'Said Land' as the Developer shall be solely responsible and or liable for any loss, damages, penalty and or suits, actions, claims or demands arising out of Developer's activities in the Said Premises save and except the Owner/s shall be solely responsible and liable for making out perfect and marketable title of the said Land hereunder the First Schedule and also for obtaining Conversion Certificate in the names of the Owner in respect of the nature and character of the land under the First Schedule hereto.

7. The Developer from the date hereof shall be entitle to enter into any or all agreement with any person/persons relating the said land without hampering the owners' interest to obtain the owner's allocations as agreed hereinabove and hereto in

the proposed building or buildings on the said land/said property or on the said amalgamated land/amalgamated property. The Developer shall be fully entitled to obtain any earnest money and/or any finance against the Developer's Allocation from any intending buyer/buyers, lessee/lessees and/ or mortgagee /mortgagees without hampering the owner/s interest covered under this Agreement.

8. The Developer shall be entitled to appoint Architect for supervising the structural constructions of the foundation, basements, pillars, structures, slabs, concrete, underground / overhead reservoirs, electrical and plumbing fixtures and materials used for constructions, and sewerage, systems etc. and the Developer shall have the right to do so but exclusively at its (Developer) own costs and expenses to look after the same only. However, as agreed upon by both the parties, good quality materials as available in the market will be used for construction of the entire building and the Owner shall not be liable/responsible in any manner whatsoever regarding the construction materials used by the Developer.

9. The Owners from the date hereof shall always extend and offer all possible necessary facilities to Developer for preparing submitting and obtaining sanction plan and also for obtaining permanent connection of water supply, electricity with meter, drainage, sewerage, telephone and similar other installations needed for completion of the proposed multi-storied buildings hazards free and in well habitable conditions for all the residents at the cost and expenses of the Developer, and shall sign and execute all such necessary Applications, Declarations, Affidavits and all such documents relating to the said premises as and when shall be required and asked by the Developer.

10. For the purpose of the construction of the said new proposed building or buildings the Architect, Engineers, other Technical experts and all work men, shall be appointed by the Developer and it (developer) shall be responsible for marking payment to each and all of them. The land-owner/s shall has/have no liability for making any such payment to any one of them either during the construction or after completion of the construction or at any point of time whatsoever.

11. It is agreed that in the event of any damage or injury arising out of any sort of accident due to carelessness of the workmen and others, victimizing such workmen or any other persons whatsoever or causing any harm to any property during the course of construction the developer shall keep the land-owner/s, his/her/their estate and effects safe and harmless and indemnify against all suits, cause, rights and action in respect of the such eventualities.

12. It is agreed that whenever it becomes necessary and asked by the Developer, the owner/s shall sign all the papers and execute documents in connection with obtaining of sanctioned plan or any modification thereof during the course of construction period of the proposed multi-storied building till completion thereof and also in connection to the disposal and sale of any and or all units/portions of the said multi-storied building or buildings if so required and asked by the Developer save and except the owners' allocable portions, by the developer without raising any objection, thereto. It is agreed that immediate after sanction of the Building Plan and prior to commencement

of construction work, the Owners shall deliver and handover all the Original Deeds of Title as well as all the relevant documents thereof to the Developer for practical purposes of implementation of this agreement and for investigation of Titles by the intending purchasers of the flats, portions in the proposed buildings or by their Advocates time to time. The Developer shall keep and preserve all such relevant Deeds of Title and the documents related thereto un-obliterated and upon completion of the development work and after transfer of all the portions under the Developer's Allocations shall handover all such Deeds and Documents to the Owner Association or Committee or Syndicate so shall be formed in the proposed Housing Enclave at the said premises or at the amalgamated premises.

13. It is agreed by the landowners that in future or during the course of construction, if any defect on the title is found or any suit is lodged against the land owner's in respect of the said landed property mentioned in the first schedule, the developer shall have the liberty to proceed against the same on behalf on the Land Owners and all costs and expenses if so incurred by the Developer on and behalf of the Owners herein defending or proceeding such suit/disputes and or to make such defects, shall be adjusted by the Developer from the "Owners' Allocations" at the time of delivery of the same to the Owners herein. However the owner/s herein hereby indemnify and further shall cause to make indemnified the developer to keep save and harmless from any or all suits, actions, claims and or demands of whatsoever nature created either by any outsiders OR any person claiming right, title and interest under or through them. However, it is clear that due to any defects in title and or defects in Land Settlement Records in respect of the nature and character of the property and or due to non-fulfillment of all the necessary obligations on the part of the Land-owner/s covered under these presents and also covered under the Law of Land, if this Agreement is not implemented or however not practicable to carried over and as such if this agreement is determined or terminated by either the party herein or by in effect of any Court's Order/s then the Landowners shall be bound to pay of all the cost and expenses till then incurred by the Developer forthwith the Developer claim to have payment of the same by a written notice and in such event the physical possession of the said property hereunder the First Schedule shall remained with the Developer till such amounts are recovered by the Developer from the Owner/s.

14. Both the parties hereby agreed that the time specified in clause 4 (four), hereinabove for completion and the delivery of the portions allocable to the owner/s is/are subject to force-majeure i.e. if the construction is prevented or interrupted due to any natural calamities such as floods, earth quake, war, riots and/or labour dispute, crisis of materials in the market and for any order made by any Court of Law and or by any Government/Semi-Government/Statutory Authorities/Local Authorities and for any or all irresistible circumstances beyond the control of the Developer, the time specified for such delivery of owners' allocations shall be extended upto a period considerable by such circumstances whereby the Developer is prevented to handover the owners' allocable said portions within the period specified in clause 4 (four) hereinabove. It is expressly mentioned hereby that the Developer unless prevented by the circumstances in the manners stated hereinabove shall within the specified period

complete the Owners' Allocable portions and shall intimate the Owners through Registered Post offering the Owners for taking delivery of Owners' allocable portions within 15 days from the date of such intimation, AND in failure or negligence on the part of the Owners to take delivery their allocation within said noticed period of 15 days, the Developer after fulfilling its obligation in a manner as stated herein shall not be liable for breach of this contract, nevertheless shall be responsible and or liable to pay any amount on account of damages, penalty and or means-profit whatsoever and further shall be entitle to continue with exercising of its absolute rights and authority to dispose of the developers allocations by handing over the possession of the unit/units out of the developer's allocations to the intending purchaser and or the purchasers or lessee, lessees with fully entitle to prepare execute and register any conveyance or conveyances and or any kind of lawful Deed of Transfer in favour of any purchaser or purchasers in respect of and to the extent of the Developer's allocation in the Said Premises and in the said proposed amalgamated premises and the Owners herein shall not be entitled to raise any objections or create any obstructions by any means in any manners whatsoever. Be it mentioned hereto that since the said General Power of attorney so to be executed by the Landowners is in relation to this Development agreement, the same shall be read and interpreted analogously considering both the documents a single document and transaction for its legal interpretation.

15. Both the parties agree that the terms and conditions contained in this Agreement and in the Schedules annexed therewith have been agreed amongst the parties herein in the most cordial and friendly manners. If any complications arises beyond the agreed terms and conditions incorporation in the Agreement and/or in proper implementation thereof both the parties shall endeavor to sort it out at bi-parties level. The Owners hereby declare and assure the Developer not to restrain the later in continuing its entire activities of construction and selling of Developer's allocation at any point of time either during the whole period of constructions, its completion and selling of its allocable AND/OR after the obligations of the Developer towards the Owners agreed hereby are fulfilled by the Developer in the manners as stated in Clause 4 (four) and Clause 14 (Fourteen) hereinabove.

16. The Landowners hereby agrees and covenants with the Developer to pay proportionate Panchayet / Municipal rates, taxes, the Rent or Khazna payable to the Collectorate North 24-Parganas and all other outgoings including service-tax, vat and others as applicable and payable time to time under statue and laws for the time being in force and also the monthly common maintenance charges in respect of the Land Owners' Allocable Portions on and from the date of delivery of the possession of the Land Owners' Allocation to the Landowners by the Developer so as the Developer and or its nominee/s and or assignee/s also shall cause to pay the same to the extent of the Developer's Allocations.

17. The Landowners shall cause to be joined such person or persons as Vendor/s and or Confirming Parties as may be required in law and also by the Developer in the Agreements and/or sale deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the intending purchasers.

18. Upon the Developer constructing and delivering possession to the Landowners of their allocation, the Landowners shall hold the same terms and conditions and restrictions as regard the user and maintenance of the buildings as the other flats purchasers of the buildings.

19. The Landowners' Allocation in the new building or buildings at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new buildings intended for the common benefits of all occupiers of the new building or buildings which shall include the following: -

20. The Landowners shall not use or permit to use the Landowners' Allocation/ Developer's Allocation in the new building or buildings or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazards to the other occupiers of the new building or buildings.

21. Landowners shall not demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or made any structural alteration therein without the previous consent and/or permission from appropriate authorities.

22. THE LANDOWNERS FIRST PARTY DOTH HEREBY COVENANT WITH THE DEVELOPER SECOND PARTY:

i) That each and every representation made by the First Party/Land Owners hereinabove are all true and correct and agrees and covenants to perform each and every representation and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the First Party/Land Owners.

ii) That with effect from the date of execution hereof, the First Party/Land Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.

iii) That The First Party/Land Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Second Party/Developer/Builder.

iv) That the First Party shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this agreement in any manner.

v) That the First Party / Land Owners shall not cause any interference or hindrance in the sanction / modification/alteration of Sanction Plans in terms hereof, construction and development at the Project Site by the Second Party and/or Transfer of the Second Party's Allocation and not to do any act deed or thing whereby any right of the Second Party hereunder may be affected nor

make any claim whatsoever in any other part or portion of the Project Site except the First Party's Allocation.

vi) That For all or any of the purposes contained in this agreement, the First Party shall render all assistance and co-operation to the Second Party and sign execute, submit and deliver at the costs and expenses of the Second Party all plans, specifications, undertakings, declarations, no objections, disclaimers, releases, papers, documents, powers and authorities as may be lawfully or reasonably required by the Second Party from time to time.

vii) That It is bi-laterally agreed in between the parties hereto that the First Party/Land-Owners shall bear proportionate costs or charges for installation of electrical transformer within the project for the reasons of consumption of electricity within the allocated areas of the First Party/Land Owners.

viii) That The Second Party doth hereby agree and covenant with the First Party not to do any act deed or thing whereby any right or obligation of the First Party hereunder may be affected or the First Party is prevented from making or proceeding with the compliance of the obligations of the First Party hereunder.

23. The parties shall abide by all Laws, Bye-Laws, Rules and Regulations of the Government, Local Bodies statutory authorities as the case may be and each of the parties herein shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, Bye Laws, Rules and Regulations if made by each of them.

24. The respective allottees shall keep the interior and external walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building or buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach.

25. The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any insurance of the new building or buildings or any part thereof and shall keep the Developer and other occupiers of the said building/s harmless and indemnified from and against the consequence of any breach.

26. No combustible goods or other items/materials shall be kept by the Landowner/s or by the Developer and or their respective assignee for display or otherwise in the corridors or other places of the common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building or buildings and in case any such hindrance is caused by the Developer or the Landowner/s and/or their respective nominees/assignees, as the case may be shall entitled to remove the same at the risk and cost of each of them.

27. 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 new Building or Buildings or in the compounds corridors or any other portion or portions of the new Building or buildings.

28. The landowner/s shall permit the Developer and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon the owners' allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of repairing maintaining re-building cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains, gas and water pipes and electric wires and for new similar purposes.

29. On or before taking delivery of the "Owners' Allocations" the Land Owner/s shall cause to pay and deposits to the Developer the necessary mandatory charges as hereunder:-

- A. (i) Proportionate cost of Installation of main meter or Transformer / Electrical equipments costs, deposits and others.
- (ii) Power Backup Charges.
- (iii) Club membership charge.
- B. (i) Pay and Deposit in advance 6 months of monthly common maintenance charges.
- (ii) Pay and Deposit a sum of Rs. 10,000/- as a Security Deposit towards temporary consumption of electricity for their Owners' Allocation from the Main Service connection.
- (iii) The actual amount of Security Deposit charged by the WBSEDCL Authority is payable by the Land Owners in respect of individual meter for the Owner's Allocable portions.

30. IT IS FURTHER agreed and understood between the parties hereto as follows:-

- i) The Landowners and the Developer have entered into this agreement purely for construction and delivery of Owners' Allocable portions by the Developer to the Landowners as well as selling of residuary areas as Developer's Allocable portion by the Developer and nothing contained herein shall be deemed to construe as partnership between the Developer and the Landowners in any manner nor it shall be construed that the parties hereto constitute as an association of persons in any manner whatsoever since it is a contract made by

and between the parties herein for the subject and objects contained hereto and hereunto.

ii) The "Landowners' Allocation" shall be handed over with peaceful possession after compliance with all the obligations on the part of the Developer i.e. immediately on completion of the internal finishing works of all the Landowners' allocable portions in each of all the respective buildings (if more than one building are constructed) subject to due compliance of all the obligations on the part of the Landowner/s under the terms and conditions of this Agreement and under the Law of Land and also under all prevailing laws for the time being in force; and it is clearly understood by and between the parties hereto that during taking delivery of their allocable portions in each of the Buildings the Landowner/s shall not raise any objection and or create any obstruction if some common portions and common facilities are not completed during such materials time of delivery of possession in each of the respective Buildings and even in such event the Developer shall be in obligation to subsequently finish and complete all such unfinished common portions and common facilities intended and require to be made by the Developer and as specified in third schedule hereunder written.

iii) The Landowners shall not be held responsible for any omission and/or commission of any act by the Developer or any of their misrepresentation and/or dispute with the intending purchaser of the Developer's Allocation and/or any part thereof.

iv) It is well agreed and understood between the parties hereto that in the event of failure on the part of the Developer to complete the entire project within the stipulated time as agreed upon by virtue of these presents subject to relaxations and provisions made in Clause - 4 above (the time is the essence of the contract), the Landowners shall be entitled to terminate this Agreement and re-possess the said premises.

31. However, if any disputes or differences arises between the parties implementing this agreement or facing true interpretation to the terms herein, the same shall be referred to an Advocate or Arbitrator chosen by the parties hereto or such separate one or two Advocates or Arbitrators selected by each of the party with the right to appoint umpire, whose decision and award as envisaged in Indian Arbitration And Conciliation 1996 and its modifications for the time being enforce shall be final and binding on both the parties.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(The "Said Land"/"Demised Land" Owned by the First Party)

Sayed Asif
sali at present "BASTU"
ALL THAT piece and parcel of Bastu Land area about 12 decimals equivalent to 7 cottahs 04 chittacks comprised in part of L.R. Dag No. 296 and Bastu land measuring 02 decimals equivalent to 1 cottah 03 chittacks 15 sq. ft. comprised in part of R.S. as well L.R. Dag No. 747, both are adjacent and contiguous to each other forming a single

plot of land total admeasuring or containing an area about **14 decimals** equivalent to **8 cottahs 7 chittacks, 15 sq. ft.** be the same a little more or less, lying and situated at **Mouza: Jatragachi**, J.L. No. 24, under C.S. Khatian No. 56, corresponding to R.S. Khatian No. 23, corresponding to L.R. Khatian Nos. 1367, 1366, 1984, 525/3 and 836/1, subsequently at present severally recorded in the name of each of the Owners herein under –

<u>L.R. DAG NO.</u>	<u>L.R. KH. NO.</u>	<u>AREA OF LAND</u>
296	2135	1 dec.
296	2136	1 dec.
296	2137	1 dec.
296	2138	1 dec.
296	2139	0.5 dec.
296	2140	0.5 dec.
296	2141	0.5 dec.
296	2142	0.5dec.
296	2143	1 dec.
296	2144	1 dec.
296	2145	1 dec.
296	2146	1 dec.
296	2147	0.5 dec.
296	2148	0.5 dec.
296	2149	0.5 dec.
296	2150	05 dec.
747	2136	1 dec.
747	2139	1 dec.
TOTAL ...		14 Dec.

all under R. S. No. 195, Touzi Nos. 174 and 179, Police Station – New Town, formerly Rajarhat P.S, within the local limits of Jyangra- Hatiara No. II Gram Panchayat, Additional District Sub-Registry Office at Rajarhat, District 24-Parganas (North) and the 'Said Land' is Butted and Bounded as follows:

ON THE NORTH : By Road;
ON THE SOUTH : By Part of R.S. / L.R. Dag No.747;
ON THE EAST : By Part of R.S. / L.R. Dag Nos. 296 and 747;
ON THE WEST : By Land of R.S. / L.R. Dag No.746;

THE SECOND SCHEDULE REFERRED TO ABOVE :

(The Said Owners' Allocable portions)

(Part - I)

ALL THAT 9 (nine) residential flats each measuring **925 sq. ft.** carpet area along with **9 (nine) car parking spaces each measuring 130 sq. ft.** covered area out of the total constructed areas of the proposed building/s in the manner of several numbers of residential flats distributed proportionately in all living floors both on the front and back portions and the Car Parking Spaces on the Ground in the proposed building/s so to be

constructed by the Developer on the Owners Said Demised Land under the First Schedule. Togetherwith proportionate undivided common shares in all common areas common amenities and common facilities in a complete finished and in habitable conditions Togetherwith proportionate and undivided impartable right, title and interest as co-owners on the said land and or the said Demised Land descried in the First Schedule hereinabove.

Part – II Referred To Above:

(Developer's Allocation)

ALL THAT Constructed Areas save and except the portions allocable to the owner/s and also the common areas, the entire remaining areas in the new building/s consists of the residential flats, commercial spaces and garage/car parking spaces so to be constructed on and upon the Owners' Land written in the First Schedule hereinabove togetherwith undivided and impartable proportionate share therein along with undivided and proportionate share of the common portions and common facilities which shall absolutely belongs to the Developer and/or its nominee/s or assignees with rights to sale, transfer, mortgage, lease out partly or fully under the terms and conditions of this Development Agreement.

THE THIRD SCHEDULE ABOVE REFERRED TO

S P E C I F I C A T I O N :

1. DOOR & WINDOW

All doorframes (size 4" x 2 ½") would be made of Malaysian Sal wood , doors shutter would be flush doors made of commercial ply (Brahmaputtra ply or any other co. of the same rate) main door thickness 32 mm and all other doors thickness 30 mm fitted with mortise locks (Glider 4 Levers). Main door would be fitted with Godrej night latch lock and there would not have any lock in kitchen and bathrooms. All windows would be made of steel with glass panel. All doors and windows would be painted with white enamel paint (Berger Co.).

2. FLOORING

All Bed Rooms, Dinning-cum-Living, and would be finished with Ivory Vitrified tiles (24" X 24") flooring and 4" skirting. Bath-room, Kitchen & Balcony would be finished with Ivory Ceramic tiles (12" X 12") flooring. The walls of the Toilets/Bathrooms would finish with white glazed tiles in 60" height. Roof would be finished with roof tiles.

3. SANITARY & PLUMBING

Standard Toilet would be provided with C. P. Shower, one commodes/Indian /English type pan (Perryware) with P.V.C. cistern (Reliance Co.). And in W. C. there would be only one tap. (All taps & C.P. fittings of Vertex & Victoria Co.) There would be concealed line and geyser line. There would be only one basin (Perryware) in each flat.

4. KITCHEN

One Green marble platform, one sink, floors would be finished with marble and 2'-0" skirting white glaze tiles on the back of the cooking platform to protect the oil spots.

5. ELECTRICAL WIRING

- a. Concealed wiring in all flats (Copper electrical wire, Finolex or similar brand.)
- b. Each flat will be provided with the following electrical points:

(All switches Legrand or similar Company & all board cover Bakelite)

- | | | |
|---------------------|---|--|
| i) Bed rooms (each) | 2 Light points
1 Fan point
1 Plug Point (5 Amp)
1 AC Point | |
| ii) Dining/Drawing | 2 Light points
2 Fan point
2 Plug point(15 Amp)
1 TV Power point
1 Cable Point without wire
1 Phone Point without wire
1 AC Point | |
| iii) Kitchen | 1 Light point
1 Exhaust Fan Point
1 Plug point (15 Amp) | Upto 6' – 6" finished
 with light coloured
 ceramic tiles. |
| iv) Toilet | 1 Light point
1 Exhaust Fan Point
1 Plug point (5 Amp) for Geyser | |
| v) Verandah | 1 Light point | |
| vi) Entrance | 1 Door Bell point | |
| vii) Master Bedroom | 1 TV Power point.
1 AC Point | |

6. **WATER:** Underground water tank and overhead water tank is to be constructed for supply of water (24 hours).
7. **PAINTING:** Wall Putty for inside walls.
8. **OUTSIDE PAINTING:** Weather Coat – Berger or similar Company.
9. **RAILING OF STAIR CASE:** Railing of iron.
10. **STAIRCASE PAINTING:** Plaster of Paris with Colour.
11. **LIFT:** Standard Quality Lift - 2 Nos.
12. **LOBBY :** Well decorated.

THE FOURTH SCHEDULE REFERRED TO :

1. Staircase of all the floors of the said multi-storied building.
2. Common landings with lift, Common passage including main entrance leading to the ground floor.
3. Water tank, overhead tank and water supply line from Deep Tube-well with 440 volts Motor and Water pump.
4. Common toilet on the ground floor.
5. Common Caretaker's room.
6. Meter space.

7. External electrical installations switch boards and all electrical wiring and other electrical fittings installed in the said building.
8. Drainages, sewerage, septic tank and all pipes and other installations for the same.
9. Boundary walls and Main gate.
10. Such other common parts areas equipments installations fittings fixtures and common and common passages as shall be provided by the Developer at its sole discretion and as shall be available in future in or about the said land and the said building and or in amalgamated land and buildings as are necessary for passage and/or use of the unit in common by the co-owners with the Developer and/or its respective nominees appertaining to proportionate cost in terms of sq.ft. It is expressly mentioned hereby that the Developer shall be exclusively entitle to provide the common passages at its sole choice and desecration leading from Main Road through another adjacent properties to the said property hereunder the First Schedule and reaching to others property surrounding and adjacent herewith and amalgamated with each others in future by the developer for the free ingress and egress of the prospective buyers/residents of proposed buildings in this premises and or in the said amalgamated premises.
11. Other areas and installations and/or equipments if so provided by the Developer in the Building and/or the Premises, at extra cost, for common use and enjoyment such as CC TV, EPABX, Intercom, Cable TV connection, Internet Connection, Telephone lines, Gas lines etc. and other common amenities and facilities for common uses.

COMMON EXPENSES:

1. All expenses for the maintenance, operating replacing repairing renovating and repainting of the common portions and areas in the building including the outer walls and boundary walls of the building.
2. All the expenses for running and operating all machinery equipments and installations comprised in the common portion including the cost of repairing, replacing and renovating the same.
3. Costs and charges of establishment for maintenance of the said building.
4. Costs and insurance premium for insuring the building and/or the common portion.
5. All charges and deposits for supply of common utilities to all the co-owners in common.
6. Municipal tax, water tax and other rates in respect of the premises and building (save and except those separately assessed in respect of any unit of the purchaser).
7. Cost of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installation of the common service and lighting the common portions including system lose for providing electricity to each unit.
9. All litigations expenses incurred for the common purpose and relating to the common use and enjoyment of the common portion and for all common affairs.
10. All other expenses as shall be required in future for running of proper and smooth administration of the Building or Buildings and the upkeepment of the same.

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

SIGNED, SEALED AND DELIVERED
In the presence of:-

1. Chandranath Das
P/A - 17, Salt Lake, Sector - J
Kolkata - 700 064.

2. K. S. Das
13h. S. S. Nagar
Kcl - 74

• Indrani Pradhan.

• Jayanti Pradhan alias
Jayanti Pradhan.

3. Joyirmayeshon

4. Samir Chosh

• Amindita Nath.

• Sujoy Ray

• Silpi Paul

• Rupali Mishra

Sanjoy Mishra @ Sanjoy Mishra
• Annu Mandal

• Sonali Mondal

• Sanjay Deb.

Janusree Paul @ Janusree
Dele Paul

LANDOWNERS

MAHAMANI PROPERTIES PVT. LTD.

Sanjay Gupta
Director

DEVELOPER

RECEIVED of and from the withinnamed DEVELOPER M/S. MAHAMANI PROPERTIES PVT. LTD. the withinmentioned sum of Rs.15,000/-(Rupees Fifteen Thousand Only) out of the non-refundable Security Deposit as per memo below:

MEMO OF CONSIDERATION

By Cash.

Rs. 15,000/-

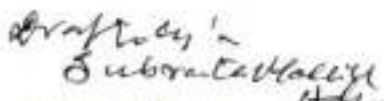
Rs. 15,000/-

(Rupees Fifteen Thousand Only)

SIGNED, SEALED AND DELIVERED
In the presence of:-

1. Chandrasath Das.

2. 


Subrata Halder
(Adv)
Barasat Court
Enroll No. F31/31 of 1977

1. Indrani Pradhan.

2. Gauri Pradhanalise
Gauri Pradhan

3. Jagatirmayshom

4. Samikta Ghosh

5. Anindya Kr. Gormani @ Anindya Gormani

6. Sudip Nath.

7. Anindita Nath.

8. Sujoy Dey

9. Silpi Paul

10. Rupali Mishra

11. Sanjoy Mishra @ Sanjoy Mishra

12. Atanu Mondal

13. Sonali Mondal

14. 

15. Anurdee Paul @ Anurdee
Dele Paul

LANDOWNERS

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201819-034181580-1 Payment Mode Online Payment
GRN Date: 05/02/2019 18:59:10 Bank : HDFC Bank
BRN : 710232556 BRN Date: 05/02/2019 19:01:25

DEPOSITOR'S DETAILS

Id No. : 15020000111464/7/2019
[Query No./Query Year]

Name : MAHAMANI PROPERTIES PVT LTD
Contact No. : Mobile No. : +91 9331018605
E-mail : ram@gmggroups.co.in
Address : BA17 Sector1Salt LakeKolkata700064
Applicant Name : Mrs INDRANI PRADHAN
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 7

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15020000111464/7/2019	Property Registration- Stamp duty	0030-02-103-003-02	39921
2	15020000111464/7/2019	Property Registration- Registration Fees	0030-03-104-001-16	175

In Words : Rupees Forty Thousand Ninety Six only

Total

40096

Major Information of the Deed

Deed No :	I-1502-00462/2019	Date of Registration	08/02/2019
Query No / Year	1502-0000111464/2019	Office where deed is registered	
Query Date	21/01/2019 8:27:24 PM	D.S.R. - II NORTH 24-PARGANAS, District: North 24-Parganas	
Applicant Name, Address & Other Details	INDRANI PRADHAN Vill.- Haidadpur, Thana : Habra, District : North 24-Parganas, WEST BENGAL, PIN - 743273, Mobile No. : 9734464327, Status : Seller/Executant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 15,000/-]		
Set Forth value	Market Value		
Rs. 18/-	Rs. 2,25,00,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 175/- (Article:E, E, B, M(b))		
Remarks			

Land Details :




District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Jatragachhi Pin Code : 700157

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L3	LR-296	LR-2135	Bastu	Shali	1 Dec	1/-	16,50,000/-	Property is on Road Adjacent to Metal Road,
L4	LR-296	LR-2136	Bastu	Shali	1 Dec	1/-	16,50,000/-	Property is on Road Adjacent to Metal Road,
L5	LR-296	LR-2137	Bastu	Shali	1 Dec	1/-	16,50,000/-	Property is on Road Adjacent to Metal Road,
L6	LR-296	LR-2138	Bastu	Shali	1 Dec	1/-	16,50,000/-	Property is on Road Adjacent to Metal Road,
L7	LR-296	LR-2139	Bastu	Shali	0.5 Dec	1/-	8,25,000/-	Property is on Road Adjacent to Metal Road,
L8	LR-296	LR-2140	Bastu	Shali	0.5 Dec	1/-	8,25,000/-	Property is on Road Adjacent to Metal Road,
L9	LR-296	LR-2141	Bastu	Shali	0.5 Dec	1/-	8,25,000/-	Property is on Road Adjacent to Metal Road,
L10	LR-296	LR-2142	Bastu	Shali	0.5 Dec	1/-	8,25,000/-	Property is on Road Adjacent to Metal Road,
L11	LR-296	LR-2143	Bastu	Shali	1 Dec	1/-	16,50,000/-	Property is on Road Adjacent to Metal Road,

Major Information of the Deed :- I-1502-00462/2019-08/02/2019

L12	LR-296	LR-2144	Bastu	Shali	1 Dec	1/-	16,50,000/-	Property is on Road Adjacent to Metal Road,
L13	LR-296	LR-2145	Bastu	Shali	1 Dec	1/-	16,50,000/-	Property is on Road Adjacent to Metal Road,
L14	LR-296	LR-2146	Bastu	Shali	1 Dec	1/-	16,50,000/-	Property is on Road Adjacent to Metal Road,
L15	LR-296	LR-2147	Bastu	Shali	0.5 Dec	1/-	8,25,000/-	Property is on Road Adjacent to Metal Road,
L16	LR-296	LR-2148	Bastu	Shali	0.5 Dec	1/-	8,25,000/-	Property is on Road Adjacent to Metal Road,
L17	LR-296	LR-2149	Bastu	Shali	0.5 Dec	1/-	8,25,000/-	Property is on Road Adjacent to Metal Road,
L18	LR-296	LR-2150	Bastu	Shali	0.5 Dec	1/-	8,25,000/-	Property is on Road Adjacent to Metal Road,
L19	LR-747	LR-2136	Bastu	Shali	1 Dec	1/-	13,50,000/-	Property is on Road Adjacent to Metal Road,
L20	LR-747	LR-2139	Bastu	Shali	1 Dec	1/-	13,50,000/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			14Dec	18 /-	225,00,000 /-	
		Grand Total :			14Dec	18 /-	225,00,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Mrs INDRANI PRADHAN Daugther of Mr Ranajit Mukherjee Executed by: Self, Date of Execution: 08/02/2019 , Admitted by: Self, Date of Admission: 08/02/2019 ,Place : Office			
		08/02/2019	LTI 08/02/2019	08/02/2019
Vill.- Haidadpur, P.O:- Khantura, P.S:- Habra, District:-North 24-Parganas, West Bengal, India, PIN - 743273 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BHKPP6194A, Status :Individual, Executed by: Self, Date of Execution: 08/02/2019 , Admitted by: Self, Date of Admission: 08/02/2019 ,Place : Office				

Major Information of the Deed :- I-1502-00462/2019-08/02/2019