

(1) SRI aTAPAN ROY CHOWDHURY, son of Late Upendra Nath Rey
Chowdhury, by Occupation - Business, by faith Hindu, by Nationality - Indian. (2) SRI
SWAPAN ROY CHOWDHURY, son of Late Upendra Nath Roy Chowdhury, by
Occupation - Business, by faith Hindu, by Nationality - Indian. (3) SRI MRITENJOY
ROY CHOWDHURY, son of Late Upendra Nath Roy Chowdhury, by Occupation service, by faith Hindu, by Nationality - Indian.

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(4) SMT. NH.IMA CHOUDHURY, wife of Sri Ashok Choudhury, by Occupation - Housewife, by faith Hindu, by Nationality - Indian, (5) SMT, ANIMA BANERJEE, wife of Sri Bivas Banerjee, by Occupation - Housewife, by faith Hindu, by Nationality - Indian, all residing at NB- 66, Arjunpur, Uttarpara, P.S. Baguiati, Kolkata - 700 059, North 24 Parganas, referred to and called as "OWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their heirs, executors, administrators, successors, representative and assigns) of the FIRST PART.

AND

M/s, G.M. CONSTRUCTION, a Partnership Firm, having its office at 158/3, R.B.C. Road, P.S. Dum Dum, Kolkata- 700 028, represented by is Partners namely (1) SRI AVIJIT GHOSH, son of Nantu Ghosh, by religion Hindu, by Occupation Business, by Nationality-Indian, residing at 19/56, Mall Road, Kolkata- 700 080 (2) SRI SOMU MALLICK sen of Manindra Nath Mallick, by religion- Hindu, by Occupation Business, by Nationality- Indian, residing at 19/53/2, Mail Road, Kolkata- 700 080 (3) SRI ANINDA NAG son of Rabin Nag, by religion- Hindu, by Occupation Business, by nationality- Indian, residing at 3/37, East mail Road, Kolkata- 700 080(4) SRI AMIT DAS, son of Late Biswanath Das by faith Hindu, by occupation - Business, residing at residing at 11/7, East Mall Road, P.S.- Baguiati, Kolkata- 700080 (5) SRI BHOLA GHOSH, son of Late Anil Ghosh, residing at 19/56, K.B.Sarant, Kol- 700080, hereinafter called the DEVELOPER (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, legal representatives and assign) of the SECOND PART

WHEREAS by way of registered Deed of conveyance dated 9th Day of February, 1953 and registered the same at the Additional District Sub Registration office Cossipore, Dum Dum and recorded in Book No. I, Volume No. 8, pages 281 to 283, Deed No. 611 for the year 1953 Smt. Asha Lata Bhowmik, conveyed, sold and transferred to Sri Upendra Nath Roy Chowdhury ALLTHAT piece and parcel of land measuring more or less 20 (Twenty) decimal (Satak) comprised in C.S. Dag No. 5, Khatian No. 195, Touzi No. 1513, J.L.No 7, Mouza – Arjunpur.

AND WHEREAS by way of registered Deed of conveyance dated 10° Day of April, 1953 and registered the same at the Additional District Sub Registration office Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 33, pages 44 to 46. Deed No. 2201 for the year 1953 Sri Jatindra Nath Roy, conveyed, sold and transferred to Sri Upendra Nath Roy Chowdhury ALLTHAT piece and parcel of land measuring more or less 20 (Twenty) decimal (Satak) comprised in C.S. Dag No. 5, Khatian No. 195, Touzi No. 1513, J.L.No 7, Mouza – Arjunpur.

AND WHEREAS by way of said two number of registered Deed of Conveyance being No. 611 & 2201 Sri Upendra Nath Roy Chowdhury became the absolute owners ALLTHAT piece and parcel of land measuring more or less 40 (Forty) decimal (Satak) comprised in C.S. Dag No. 5, Khatian No. 195, Touzi No. 1513. J.L.No 7, Mouza – Arjunpur



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AND WHEREAS during his lifetime said Sri Upendra Nath Roy Chowdhury made a registered deed of Settlement on 16th day of July, 1976 and registered the same at the Additional District Sub Registration office Cossipore, Dum Dum and recorded in Book No. I. Volume No. 87, pages 50 to 53, Deed No. 4854 for the year 1976 that after his death his four sons namely Sri Dilip Kumar Roy Chowdhury, Sri Tapan Kumar Roy Chowdhury, Sri Mrityunjoy Roy Chowdhury, Sri Swapan Roy Chowdhury will the absolute ownerss ALLTHAT piece and parcel of land measuring more or less 32 (Thirty Two) decimal (Satak) out of the total land measuring 40 (Forty) decimal (Satak) comprised in C.S. Dag No. 5, C.S. Khatian No. 195, R.S. Dag No. 6, R.S. Khatian No. 648, Touzi No. 1513, J.L.No 7, Mouza – Arjunpur.

AND WHEREAS by way of Deed of Gift made on 28.04.1986 and registered the same at the Additional District Sub Registration office Bidhannagar, Saltlake City and recorded in Book No. I, Volume No. 57 pages 313 to 320, Deed No. 3000 for the year 1986 said Sri Upendra Nath Roy Chowdhury gifted and transferred to his four sons namely Sri Dilip Kumar Roy Chowdhury, Sri Tapan Kumar Roy Chowdhury, Sri Mrityunjoy Roy Chowdhury, Sri Swapan Roy Chowdhury will the absolute ownerss ALLTHAT piece and parcel of land measuring more or less 4 (Four) decimal (Satak) i.e 2 Cottabas 6 Chattacks 32 sq.ft out of the remaining land measuring 8 (Eight) decimal (Satak) comprised in C.S. Dag No. 5, C.S. Khatian No. 195, R.S. Dag No. 6, R.S. Khatian No. 648, Touzi No. 1513, J.L.No 7, Mouza – Arjunpur.

AND WHEREAS the said Upendra Nath Roy Chowdhury died on 06.12.1995 and as per terms of registered Deed of Settlement made on 16th day of July, 1976 said Sri Dilip Kumar Roy Chowdhury, Sri Tapan Kumar Roy Chowdhury, Sri Mrityunjoy Roy Chowdhury, Sri Swapan Roy Chowdhury became the absolute ownerss ALLTHAT piece and parcel of land measuring more or less 32 (Thirty Two) decimal (Satak) comprised in C.S. Dag No. 5, C.S. Khatian No. 195, R.S. Dag No. 6, R.S. Khatian No. 648, Touzi No. 1513, J.L.No 7, Mouza – Arjunpur within the jurisdiction of Rajarhat Gopalpur Municipality under A.D.S.R Bidhannagar Saltlake City

AND THUS by way of Deed of Settlement made on 16th day of July, 1976 and Deed of Gift made on 28.04.1986 said Sri Dilip Kumar Roy Chowdhury, Sri Tapan Kumar Roy Chowdhury, Sri Mrityunjoy Roy Chowdhury, Sri Swapan Roy Chowdhury became the absolute ownerss ALLTHAT piece and parcel of land measuring more or less 36 (Thirty Six) decimal (Satak) comprised in C.S. Dag No. 5, C.S. Khatian No. 195, R.S. Dag No. 6, R.S. Khatian No. 648, Touzi No. 1513, J.L.No 7, Mouza — Arjunpur within the jurisdiction of Rajarhat Gopalpur Municipality under A.D.S.R Bidhannagar Saltlake City

AND WHEREAS the said Dilip Kumar Roy Chowdhury died on 26.03.2004 and being unmarried leaving behind his three brothers namely Sri Tapan Kumar Roy Chowdhury, Sri Mrityunjoy Roy Chowdhury, Sri Swapan Roy Chowdhury and two sisters namely Smt. Nilima Choudhury and Smt. Anima Banerjee as his only legal hors.

AND WHEREAS upon the death of Dilip Kumar Roy Chowdhury said Sri Tapan Kumar Roy Chowdhury, Sri Mrityunjoy Roy Chowdhury, Sri Swapan Roy Chowdhury Smt. Nilima Choudhury and Smt. Anima Banerjee become entitled to the right, title and interest of his share of aforesaid property by Hindu Law of Succession to which the said Dilip Kumar Roy Chowdhury was governed at the time of his death.

AND THUS after death of said Upendra Nath Roy Chowdhury & Dilip Kumar Roy Chowdhury by way of inheritance, registered deed of settlement and gift deed said Sri Tapan Kumar Roy Chowdhury, Sri Mrityunjoy Roy Chowdhury, Sri Swapan Roy Chowdhury Smt. Nilima Choudhury and Smt. Anima Banerjee Owners herein absolutely possessed and seized the entire property ALLTHAT piece and parcel of land measuring more or less 40 (Forty) decimal (Satak) comprised in C.S. Dag No. 5, C.S. Khatian No. 195, R.S. Dag No. 6, R.S. Khatian No. 648, Touzi No. 1513, J.L.No 7, Mouza – Arjunpur, Municipal Holding No. AS/53/481/BI-NB 09-10 & Premises No. NB-66, Arjunpur, Uttarpara, Kolkata – 700 059 within the jurisdiction of Rajarhat Gopalpur Municipality under A.D.S.R Bidhannagar Saltlake City and mentioned in the Schedule – A hereinafter written and called the said property is free from all encumbrances, attachments, liens whatsoever.

AND WHEREAS for their better use said Sri Tapan Kumar Roy Chowdhury, Sri Mrityunjoy Roy Chowdhury, Sri Swapan Roy Chowdhury Smt. Nilima Choudhury and Smt. Anima Banerjee Owners herein have decided the said entire land into 6 number of following plots:

Plot No.	Area of land
"A"	2 (Two) Cottachs 12 (Twelve) Chittacks 15 (Fifteen) sq.ft
"B"	5 (Five) Cottachs 14 (Fourteen) Chicago (Fifteen) sq.ft
"C"	5 (Five) Cottachs 14 (Fourteen) Chittacks 43 (Forty Three) sq.ft 3 (Three) Cottachs 4 (Four) Chittacks 10 sq.ft
"D"	2 (Two) Cottachs 0 (zero) Chittacks 10 sq.ft
"E"	2 (Two) Cottachs 0 (zero) Chittacks 23 (Twenty Three) sq.ft 2 (Two) Cottachs 0 (zero) Chittacks 23
"F"	2 (Two) Cottachs 0 (zero) Chittacks 23 (Twenty Three) sq.ft 2 (Two) Cottachs 0 (zero) Chittacks 23 (Twenty Three) sq.ft
"G"	2 (Two) Cottachs 0 (zero) Chittacks 23 (Twenty Three) sq.ft 4 (Four) Cottachs 15 (Fifteen) Chittacks 09 (Nine) sq.ft

AND WHEREAS out of the aforesaid plots of land said Sri Tapan Kumar Roy Chowdhury, Sri Swapan Roy Chowdhury Smt. Nilima Choudhury and Smt. Anima Banerjee gifted their share in the plot No. "A"measuring 2 (Two) Cottachs 12 (Twelve) Chittacks 15 (Fifteen) sq.ft in favour of Sri Mrityunjoy Roy Chowdhury by way of registered deed of Gift made on 18-03-2013 and registered the same in the A.D.R North 24 Pargans, Barasat being Deed No. 04/32 for the year 2013

Chowdhury, Sri Mrityunjoy Roy Chowdhury, Smt. Nilima Choudhury and Smt. Anima Banerjee gifted their share in the plot No. "C"measuring 3 (Three) Cottachs 4 (Four) Chittacks 10 sq.ft in favour of Sri Swapan Roy Chowdhury by way of registered deed of Gift made on 18-03-20/3 and registered the same in the A.D.R North 24 Pargans, Barasat being Deed No. C. 12-2. for the year 2013

AND THUS after executing registered deed of gift said Sri Tapan Kumar Roy Chowdhury, Sri Mrityunjoy Roy Chowdhury, Sri Swapan Roy Chowdhury Smt. Nilima Choudhury and Smt. Anima Banerjee Owners herein absolutely possessed and seized the entire property ALLTHAT piece and parcel of land measuring more or less 12 (Twelve) Cottachas 22 (Twenty Two) sq.ft comprised in C.S. Dag No. 5, C.S. Khatian No. 195, R.S. Dag No. 6, R.S. Khatian No. 648, Touzi No. 1513, J.L.No 7, Plot No. "B", "D", "E", "F", Mouza – Arjunpur, Municipal Holding No. AS/53/481/BI-NB 09-10 & Premises No. NB-66, Arjunpur, Uttarpara, Kolkata – 700 059 within the jurisdiction of Rajarhat Gopalpur Municipality under A.D.S.R Bidhannagar Saltlake City and mentioned in the Schedule – A hereinafter written and called the said property is free from all encumbrances, attachments, liens whatsoever.

AND WHEREAS the land owners herein expressed their desire to develop the said land measuring more or less 12 (Twelve) Cottachas 22 (Twenty Two) sq.ft being Plot No. "B", "D", "E", "F", under Municipal Holding No. AS/53/481/BI-NB 09-10 & Premises No. NB-66, Arjunpur, Uttarpara, Kolkata – 700 059 within the jurisdiction of Rajarhat Gopalpur Municipality by constructing Multi Storied Building thereupon but due to lack of financial capacity as well as no experience in construction work, she approached the developer to develop the said land by constructing a proposed Multi Storied Building thereupon at the cost and expenses of the developer and accordingly the land owners for the purpose of such construction have agreed to execute a registered power of attorney in the name of the Developer and after mutual discussion the parties have agreed to develop the said premises on the following terms and conditions stipulated herein.

NOW THE AGREEMENT WITNESSETH and it's hereby agreed by and between the parties hereto as follows: -

ARTICLE - I. DEFINITIONS

 (1) SRI TAPAN ROY CHOWDHURY, son of Late Upendra Nath Roy Chowdhury, by Occupation - Business, by faith Hindu, by Nationality - Indian. (2) SRI SWAPAN ROY CHOWDHURY, son of Late Upendra Nath Roy Chowdhury, by CHOWDHURY, son of Late Upendra Nath Roy Chowdhury, by Occupation - service, by faith Hindu, by Nationality - Indian, (4) SMT. NILIMA CHOUDHURY, wife of Sri Ashok Choudhury, by Occupation - Housewife, by faith Hindu, by Nationality - Indian, (5) SMT. ANIMA BANERJEE, wife of Sri Bivas Banerjee, by Occupation - Housewife, by faith Hindu, by Nationality - Indian, (5) SMT. ANIMA BANERJEE, wife of Sri Bivas Banerjee, by Occupation - Housewife, by faith Hindu, by Nationality - Indian, all residing at NB- 66, Arjunpur, Untarpara, P.S. Baguiati, Kolkata - 700 059, North 24 Parganas, and their hires, legal representatives, executors, administrators and assigns.

- 2. DEVELOPER; shall mean M/s, G.M. CONSTRUCTION, a Partnership Firm, having its office at 158/3, R.B.C. Road, P.S. Dum Dum, Kolkata- 700 028, represented by is Partners namely (1) SRI AVIJIT GHOSH, son of Nantu Ghosh, by religion Hindu, by Occupation Business, by Nationality- Indian, residing at 19/56, Mall Road, Kolkata- 700 080 (2) SRI SOMU MALLICK son of Manindra Nath Mallick, by religion- Hindu, by Occupation Business, by Nationality- Indian, residing at 19/53/2, Mail Road, Kolkata- 700 080 (3) SRI ANINDA NAG son of Rabin Nag, by religion- Hindu, by Occupation Business, by nationality- Indian, residing at 3/37. East mail Road, Kolkata- 700 080(4) SRI AMIT DAS, son of Late Biswanath Das by faith Hindu, by occupation Business, residing at residing at 11/7, East Mall Road, P.S.- Baguiati, Kolkata 700080 (5) SRI BHOLA GHOSH, son of Late Anil Ghosh, residing at 19/56, K.B.Sarani, Kol- 700080, and its successor or successors and assigns.
- 3. PREMISES: shall mean ALLTHAT piece and parcel of land measuring more or less 12 (Twelve) Cottachas 22 (Twenty Two) sq.ft comprised in C.S. Dag No. 5, C.S. Khatian No. 195, R.S. Dag No. 6, R.S. Khatian No. 648, Touzi No. 1513, J.L.No 7, Plot No. "B", "D", "E", "F", Mouza Arjunpur, Municipal Holding No. AS/53/481/BI-NB 09-10 & Premises No. NB-66, Arjunpur, Uttarpara, Kolkata 700 059 within the jurisdiction of Rajarhat Gopalpur Municipality under A.D.S.R Bidhannagar Saltlake City more fully and particularly described in the schedule hereunder written.
- 4. BUILDING: shall mean the Multi- storied building/buildings to be constructed at the said premises in accordance with plan to be sanctioned by the appropriate authorities.
- 5. COMMON FACILITIES AND AMENITIES: shall mean stairways, passage ways, provided by the developer, tube well, overhead tank, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment maintenance and/or management of the building.
- 6. SALEABLE: space shall mean the space in the building available for independent use and occupation after making the provisions for common facilities and space required other than ownerss allocation.

- 7. OWNERSS ALLOCATION : (mentioned in "B" Schedule hereinunder)
- a., Rs. 1,00,000,00 (Rupees One Lakh) only (refundable) will be paid at the time of signing this agreement and execution of Registered power of Attorney in favour of the Developer herein.
- Rs. 24,00,000.00 (Rupees Twenty Four Lakh) only (refundable)
 will be paid within the one month from the date of signing this agreement.
- c. Rs. 25,00,000.00 (Rupees Twenty Five Lakh) only (refundable) will be paid at the time of starting of constructional work of the proposed Multi-storied building.

The Owners will get of 50 % of total constructed area of the proposed Multistoried building and the same will be allotted as follows:-

a. Ground Floor (2 Shop(North side, 3Garage (West side) - 50% area

b. Entire First Floor - 100% area

c. Entire Third Floor - 100% area

The owners herein have mutually agreed that aforesaid owner's allocation i, e area of 50% area of Ground floor, Enter First & Third floor will be allotted as follows:-

SRI MRITUNJOY ROY CHOWDHURY will get 1/4th share
SRI SWAPAN ROY CHOWDHURY will get 1/4th share
SRI TAPAN ROY CHOWDHURY will get 1/6th share
SMT. NILIMA CHOUDHURY will get 1/6th share
SMT. ANIMA BANERJEE will get 1/6th share

The landowners will give the vacant possession of the said land to the Developer

8. DEVELOPER'S ALLOCATION: shall mean the rest of the constructed area (mentioned below) in the said premises together with the proportionate right, title, interest, in the land, in common facilities and amenities including the right to the use thereof in the said premises upon construction of the said buildings after providing for owner's allocation. (morefully described in "C" Schedule hereinunder)

The Developer will get of 50 % of total constructed area of the proposed Multistoried building and the same will be allotted as follows:-

a. Ground Floor

- 50% area

b. Entire Second Floor

+100% area

- 100% area

c. Entire Fourth Floor

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- ARCHITECT: shall mean the person or persons who may be appointed by the developer for designing and planning of the said building with the approval of the ownerss.
- 10. BUILDING PLAN: shall mean the plan to be sanction by the appropriate authorities with such alteration or modifications as may be made by the developer with the approval of the owners from time to time.
- 11. It is agreed that registered General Power of Attorney and Notarial power in connection with all related matters of the said property for the purpose of development and transfer the allocated portion of the developer will be executed and registered by the owners in favour of the developer and this General Power of Attorney will be treated as a part of this Development agreement. The owners will give to the Developer the original Deeds in respect of the said property, uptodate of payment of Municipal Tax Receipt, Khajna. Parcha/information, Electric Bill, Municipal Mutation Certificate.
- 12. It is agreed by the owners that after taking possession of the owner's allocation the owners will pay maintenance Charge for their portion.

ARTICLE - III, OWNERS'S REPRESENTATIONS

- The owners is absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances' attachment and liens whatsoever.
- The said premises is not vested under the Urban land (ceiling and regulation) Act.
 1976.

ARTICLE - IV, DEVELOPER'S RIGHT

- The owners hereby grants subject to what has been hereinafter provided the exclusive right to the developer to build, construct, erect and complete the said building comprising the various sizes of flats in order to sell the said flats to the member of the public for their residential purpose by entering into agreements for sell and/or transfer and/or construction in respect of the Developer's allocation in accordance with the plan to be sanctioned by the appropriate authorities with or without amendment and or modification made or caused by the developer with the approval of the owners.
- 2. The developer shall be entitled to prepare modify or alter the plan with approval of the owners and to submit the same to the appropriate authorities in the name of the owners at its own costs and developer shall pay and bear all the expenses required to be paid or deposited for obtaining the sanction of the appropriate authorities if required for construction for the building at the said premises provided however that developer shall be exclusively entitled to all refunds of any of all payments and/or deposits paid by the developer.
- Nothing in these presents shall be constructed as a demise or assignment or transfer by the owners of the said premises or any part thereof to the developer or as creating any

exclusive license to the developer to sell the flats of the said premises in terms thereof and to deal with the developer's allocation in building to be constructed thereon in the manner and subject to the terms hereafter stated.

4. The Developer shall be entitled to fix a sign Board on the said property for advertisement and inserting in News papers for advertisement media for the purpose of sell and transfer the Developer allocation of the building and the Developer have the liberty to choose the name of the Multi storied building and which to be constructed on the schedule mentioned property.

ARTICLE - V. APARTMENT CONSIDERATION

- In consideration of the owners having agreed to permit the developer to sell the flats of the said premise and construct, erect and complete the building at the said premises the developer agrees: —
- (a) At his own costs shall obtain all necessary permissions and/or approvals and/or consents.
- (b) In respect of the consideration of the building to pay costs of supervision of the development and construction of the owner's allocation in the building at the said premises.
- (c) To bear all costs charges and expenses for construction of the building at the said premises.
- (d) Allocate the owners of their allocation in the building to be constructed at the said premises within 30 (Thirty) months if required another 6 (six) months from the date of sanction of building plan of the said property on which the proposed multi storied building will be constructed, which is the essence of contract.

The aforesaid shall constitute the apparent consideration for grant of exclusive right for development of the said premises.

ARTICLE - VI, OWNERS'S ALLOCATION

1. OWNERSS ALLOCATION : (mentioned in "B" Schedule hereinunder)

- a.. Rs. 1,00,000.00 (Rupees One Lakh) only (refundable) will be paid at the time of signing this agreement and execution of Registered power of Attorney in favour of the Developer herein .
- Rs. 24,00,000.00 (Rupees Twenty Four Lakh) only (refundable) will be paid within the one month from the date of signing this agreement.
- Rs. 25,00,000.00 (Rupees Twenty Five Lakh) only (refundable) will be paid at the time of starting of constructional work of the proposed Multi-storied building.

The Owners will get of 50 % of total constructed area of the proposed Multistoried building and the same will be allotted as follows:-

a. Ground Floor (2 Shop(North side, 3Garage (West side) - 50% area

b. Entire First Floor - 100% area

c. Entire Third Floor - 100% area

The owners herein have mutually agreed that aforesaid owner's allocation i, e 50% area of Ground floor, Enter First & Third floor will be allotted as follows:-

SRI MRITUNJOY ROY CHOWDHURY will get 1/4th share
SRI SWAPAN ROY CHOWDHURY will get 1/4th share
SRI TAPAN ROY CHOWDHURY will get 1/6th share
SMT. NILIMA CHOUDHURY will get 1/6th share
SMT. ANIMA BANERJEE will get 1/6th share

The landowners will give the vacant possession of the said land to the Developer

- The developer shall also construct, erect and complete at his own costs the entire common facilities and amenities for the said building.
- 3. The developer shall have no right, title and interest whatsoever in the owner's allocation and undivided proportionate share pertaining thereof in the land in common facilities and amenities, which shall solely and exclusively belong and continue to belong to the owners:
- 4. At the time of signing this agreement and execution of registered power of Attorney & Notarial power of Attorney in favour of the Developer, the owners will handover all original documents related to the said property like as deed, porcha, Khaina, up to date payment of Electric Bill, up to date payment of municipal tax receipt for smooth construction of the said Multi storied building, and the same will be returned to the owners at the time giving possession of the owner's allocation.

ARTICLE - VII, DEVELOPER'S ALLOCATION

1. In consideration of the above the developer shall be entitled to the developer's allocation of the saleable space in the building to be constructed at the said premises together with the proportionate undivided share in the common facilities and amenities including the right to use thereof to be available at the said premises upon construction of the said building after providing for the owner's allocation and the developer shall be entitled to enter into agreement for sell and transfer its own name with the transferees for their residential purpose and to receive and collect all money in respect thereof which shall absolutely belong to the developer and it is hereto expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it shall not be obligatory on part of the developer to obtain any further consent of the owners.

ARTICLE - VIII, PROCEDURE

1. Owners shall grant to the developer and/or its nominee or nominees a Registered General Power of Attorney as may be required for the purpose of obtaining the sanctions from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the appropriate authority of authorities.

ARTICLE - IX, CONSTRUCTION

 The developer shall be solely and exclusively responsible for construction of the said building.

ARTICLE - X, SPACE ALLOCATION

- After completion of the building the owners shall be entitled to obtain physical possession of the owner's allocation and the balance constructed area and other portions of the said building shall belong to the developer.
- 2. Subject as aforesaid and subject to owner's allocation and undivided proportionate right, title and interest in the land and common facilities and amenities and common portion of the said building and the open space shall exclusively belong to the owners and developer contained herein.
- The owners shall be entitled to transfer or otherwise deal with the owner's allocation in the building without any claim whatsoever of the developer.
- 4. The developer shall be exclusively entitled to the developer's allocation in the building with exclusive right to obtain transfer from the owners and to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the owners and owners shall not in any way interfere with or disturbed the quite and peaceful possession of the developer's allocation.

ARTICLE - XI, BUILDING

- I. The developer shall at his own cost construct, erect and complete the building and common facilities and amenities at the said premises in accordance with the plan to be sanctioned with good and standard materials as may be specified by the architect from time to time. Such construction of the building shall be completed in the entirely by the developer within 30 (Thirty) months if required another 6 (six) months from the date of sanction of building plan of the said property on which the proposed multi-storied building will be constructed, which is the essence of contract.
- Subject as aforesaid the decision of the architect regarding the quality of the materials shall be final and binding between the parties hereto.
- 3. The developer shall erect in the said building at its own cost as per specification and drawings provided by the architect, pump, tubewel, water storage tanks, overhead reservoirs, electrifications, permanent electric connection and until permanent electric connection is

be providing as residential building self-contained apartment and constructed spaces for sell and/or residential flats and/or constructed space therein on ownership basis.

- 4. The developer shall be authorised in the name of the owners in so far as the necessary to apply and obtain quotas, entitlements and other allocations of or for cement, steel, bricks and other buildings materials allocable to the owners for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage to the building and other inputs and facilities required for the construction of enjoyment of the building for which purpose the owners shall execute in favour of the developer a power of attorney and other authorities as shall be required by the developer.
- 5. The developer shall at its own cost and expenses and without creating and financial or other liability on the owners construct and complete the building and various units and/or apartments herein in accordance with the building plan and amendment thereto or modification thereof made or caused to be made by the developer with the consent of the owners in writings.
- All costs, charges and expenses including architects fees shall be paid discharged and borne by the developer and the owners shall have no liability in this context.
- The developer shall provide at its own cost electricity wiring, water, pipeline.Sewerage connection in portion of the owner's allocation.

ARTICLE - XII, COMMON FACILITIES

- I. The developer shall pay and bear the property taxes and other dues and outgoings in respect of the owner's allocation of the said building accordance to dues as and from the date of handing over vacant possession by the owners till as provided hereafter.
- 2. As soon as the building is completed and the electricity wiring sewerage line and water pipe lines are ready upto the portion of the owner's allocation, the developer shall give written notice to the owners requesting the owners to take possession of the owners allocation in the building and there being no dispute regarding the completion of the building in terms of the agreement and according to the specification and plan thereof and certificate of the architect herein produced to this effect then after 30 (thirty) days from the date of service of such notice and at all times thereafter the owners shall be responsible for payment of all Municipal and property taxes, mainfenance of the flats, dues, duties and other public outgoing of and impositions whatsoever the thereinafter for the sake of brevity referred to as the said rates) payable in respect of the owners allocation, the said rates to be apportioned prorate with reference to the salable space in the building if they are levies on the building as a whole.
- 3. The owners and the developer shall punctually and regularly pay for their respective allocation of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the owners and developer and both the parties shall keep each other indemnified against all claims actions demand, costs, charges and expenses

either of them as the case may be consequent upon a default by the owners' or the developer in this behalf.

4. As and from the date of service of notice of possession, the owners and the developer shall be responsible to pay and bear proportionate share of the service charges for the common facilities in the building payable in respect: of both owner's and developer's allocation and the said charges to include proportionate share of premises for insurance's of the building, water, fire and scavenging charges and taxes light, sanitation and lift maintenance operation, repair and renewal charges for bill collection maintenance of the common facilities renovation replacement repair and maintenance charges and expenses for the building and of and common wiring, pipes, electrical and pumps, motors and other electrical and mechanical installations, applications and equipments, stairways, passage ways, and other common facilities whatsoever as may be mutually agreed from time to time.

ARTICLE - XIII, LEGAL PROCEEDINGS

- 1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the developer as constituted attorney of the owners to defend all action, suits and proceedings which may arise in respect of the development, of the said premises and all costs, charges and expenses incurred for that purpose with the approval of the owners shall be borne and paid by the developer specific may be required to be done by the developer and for which the developer may need the authority of the owner's applications and other documents may required to be signed of made by the owner's relating to which specific provisions may not have been mentioned herein. The owners hereby undertake to do all such acts, deeds, matters and other things that may be reasonably required to be done in the matter and the owners shall execute any such additional power of attorney and/or authorizations as may be required by the developer for the purpose And the owners also undertake to sign and execute all such additional appliance and other documents as the case may be provided that all such acts deeds and things do not in any way infringe of the rights of the owners and/or go against the spirit of this agreement.
- 2. Any notice required to be given by the developer shall without prejudice to any other mode of service available demand to have been served on the owners if delivered by hand and duly acknowledgment due to the residence of the owners shall likewise be deemed to have been served on the developer if delivered by hand or send by pre-paid registered post to the Registered office the developer
- 3. Both the developer and the owners shall frame a scheme for the management and administration of the said building or buildings and/or common parts thereof the owners hereof the owners hereby agree to abide by all the rules and regulations as such management society/association/holding organization do hereby give their consent to abide by the same.
- 4. Nothing in these present shall be construed as a demises or assignment or conveyance in law by the owners of the premises or any part thereof to the developer or as creating any right, title or interest in respect thereof in the developer other than an exclusive

the developer shall be entitled to borrow money from any Banks without creating any financial liability of the owners of affecting their estate and interest in the said premises and it is being expressly agreed and understood that in no event the owners or any of their estate shall be responsible and/or made liable for payment of any dues of such Banks and for that purpose, the developer shall keep the owners indemnify against all actions suits proceedings and costs, charges and expenses in respect thereof.

- 5. As and form the date of completion of the building the developer and / or its transferees and the owners and/or her transferees shall be liable to pay and bear proportionate charges on account of ground rent and Wealth Tax and other taxes payable in respect of their spaces.
- 6. There is no existing agreement regarding the development or sell of the said premises and that any other agreement if any, prior- to this agreement have been canceled and are being suppressed by this agreement and the owners agrees to indemnify and keep indemnified the developer against any or all claims made by any third party in respect of the said premises.

The owners undertake and agrees to execute and register all conveyance and transfer the favour of the persons with whom the developer or enters under into agreement as and when required by the developer. (The stamp duty or Registration fees and all other expenses towards the registration will be borne by the intending purchaser/ purchasers).

ARTICLE - XIV FORCE MAJURE

- The developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majure.
- Force majure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other or further commotion belong to the reasonable control of the developer.

ARTICLE - XV ARBITRATION

1. If at any time and dispute shall arise between the parties; hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability of any of the parties under this agreement, the same shall be referred to the arbitration in case the parties agree to the case, otherwise to two-arbitrators one to be appointed by each of the parties in dispute and the same be deemed to be referred within the meaning of the Arbitration Act, 1996 or any statutory modifications there under in force.

THE "A" SCHEDULE REFERRED OF THE PROPERTY

ALLTHAT piece and parcel of land measuring more or less 12 (Twelve) Cottachas 22 (Twenty Two) sq.ft along with 500 sq.ft Tile Shed comprised in C.S. Dag No. 5, C.S. Khatian No. 195, R.S. Dag No. 6, Hal Dag No. 23, R.S. Khatian No. 648, L.R. Khatian (kri) No. 1212, 104, 2546, 1850, 334, Touzi No. 1513, J.L.No 7, Plot No. "B", "D", "E", "F", Mouza – Arjunpur, Municipal Holding No. AS/53/481/BI-NB 09-10 & Premises No. NB-66, Arjunpur, Uttarpara, Kolkata – 700 059 within the jurisdiction of Rajarhat Gopalpur Municipality under A.D.S.R Bidhannagar Saltlake City The Property is buted and bounded as follows:

ON THE NORTH

: 14'0" wide Municipal Road

ON THE SOUTH

: Plot No. "G"

ON THE EAST

: 4'0" wide common passage & land of R. Dutta & ors

ON THE WEST

: Plot No. "A" & Plot No. "C" and 15"0" wide Municipal Road

THE "B" SCHEDULE REFERRED OF ABOVE

(Owners's Allocation)

OWNERSS ALLOCATION:

- a., Rs. 1,00,000.00 (Rupees One Lakh) only (refundable) will be paid at the time of signing this agreement and execution of Registered power of Attorney in favour of the Developer herein .
- Rs. 24,00,000.00 (Rupees Twenty Four Lakh) only (refundable) will be paid within the one month from the date of signing this agreement.
- c. Rs. 25,00,000.00 (Rupees Twenty Five Lakh) only (refundable) will be paid at the time of starting of constructional work of the proposed Multi-storied building .

The Owners will get of 50 % of total constructed area of the proposed Multistoried building and the same will be allotted as follows:-

a. Ground Floor (2 Shop(North side, 3Garage (West side)

-50% area

b. Entire First Floor

- 100% area

c. Entire Third Floor

- 100% area

The owners herein have mutually agreed that aforesaid owner's allocation i, e area of 50% Ground floor, Entire First & Third floor will be allotted as follows:-

SRI MRITUNJOY ROY CHOWDHURY will get 1/4th share
SRI SWAPAN ROY CHOWDHURY will get 1/4th share
SRI TAPAN ROY CHOWDHURY will get 1/6th share
SMT. NILIMA CHOUDHURY will get 1/6th share
SMT. ANIMA BANERJEE will get 1/6th share

The landowners will give the vacant possession of the said land to the Developer

THE "C" SCHEDULE REFERRED OF ABOVE

(Developer's Allocation)

DEVELOPER'S ALLOCATION: shall mean the rest of the constructed area (mentioned below) in the said premises together with the proportionate right, title, interest, in the land, in common facilities and amenities including the right to the use thereof in the said premises upon construction of the said buildings after providing for owners's allocation. (morefully described in "C" Schedule hereinunder)

The Developer will get of 50 % of total constructed area of the proposed Multistoried building and the same will be allotted as follows:-

a. Ground Floor

- 50% area

b. Entire Second Floor

- 100% area

e. Entire Fourth Floor

- 100% area

THE "D" SCHEDULE REFERRED OF ABOVE

SPECIFICATION

- Size of Complex : The site is ALLTHAT piece and parcel of land measuring more or less 12 (Twelve) Cottachas 22 (Twenty Two) sq.ft comprised in C.S. Dag No. 5, C.S. Khatian No. 195, R.S. Dag No. 6, R.S. Khatian No. 648, Touzi No. 1513, J.L.No 7, Mouza Arjunpur within the jurisdiction of Rajarhat Gopalpur Municipality under A.D.S.R Bidhannagar Saltlake City*
 - 2. Building Works : The complex has R.C.C. structures
- Foundation & Super Structure : R.C.C. Beam & Column Foundation System for super structure.
- Finishing: The entire internal and external surface will be plastered with cement of required thickness and proportion. Plaster of Paris will be provided to Hedrooms.

- Floor: Marble, Skirting and Dodo in side toilet. Height of skirting 5° ceramic tiles of any reputed Brand will provided on Dodo of toilets (5 feet high from skirting level).
- Kitchen: Kitchen slab in of black stone and sink of Black stone, wall above kitchen slab up to 2' high with glazed tiles.
- 7. Electrical: Concealed wring 4 points in each Bed Room, 6 points in living / Dinning Room, 1 light point in each toilet in kitchen one light point one exhaust fan point and one 15 Amp plug point, one light point in varandah.
- 8. Sanitary : One Indian pan in toilet one water point in every toilet and one shower point and one water point in sink at kitchen. Lowdown PVC eistern will be provided at toilet, required Bath Room, fittings will be provided, if double bed one toilet (provided at toilet, required Bath Room, fittings will be provided.
- Door Frame & Door : All door frame made of wood. All doors will be flush door only main door will be made of wood.
 - Window: made with aluminum Channel with integrated ornamented grill.
- Water Supply: 24 hours water supply through deep tube well and over head reservoir.

If any extra work is needed in that case a proposal for the said work will have to be submitted in written by the purchasers to the developer and the Purchasers will take an estimate for the said work and pay before starting the work to the Developer.

WITNESSETH WHERE OF the Parties have hereunto set and subscribed in their respective hands and scals on the present day, month and year first above written.

Signed, Sealed and Delivered in

AT Kolkata in presence of:

1. Gowanga 800 19/43, KB. Socan Kolksta 700080 Meretyun joy Roy chowdhwry

Expos Roychon char Swapon Roy Chowdhury.

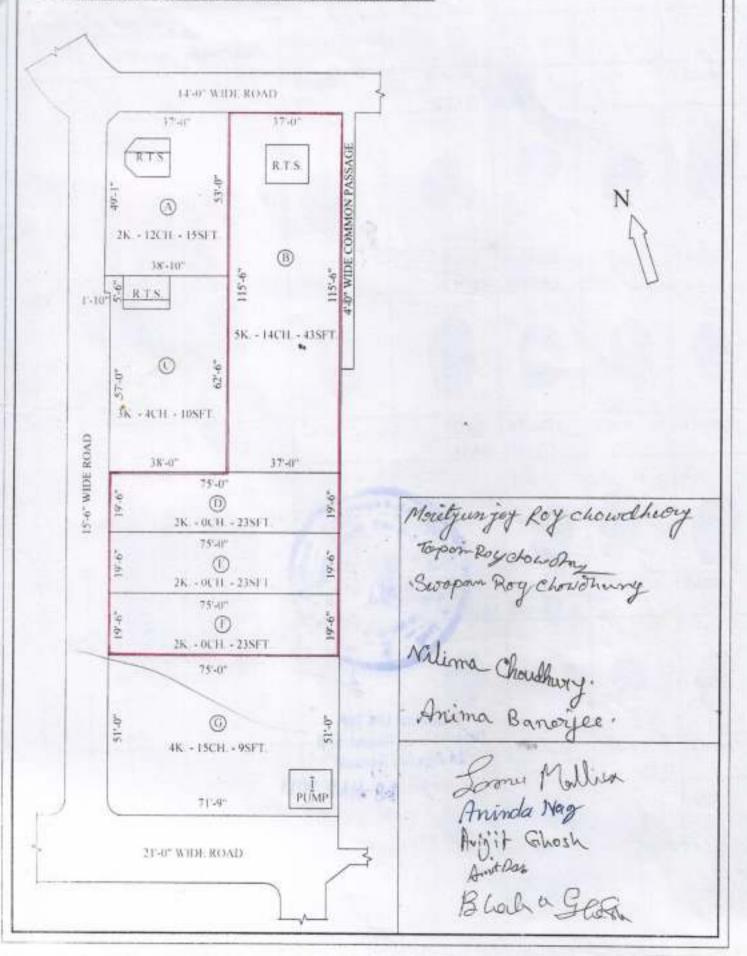
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Signature of Owners

Anist Dos Anista Neigr Lome Malter Avijit Ghosh Bluch a Glardo Signiture of Developers AN SHOWING THE LAND AREA, SITUATED AT MOUZA - ARJUNPUR, JUNG NO. - AS/53/481/B1-NB 09-10, PREMISES NO. - NB-66, ARJUNPUR ARPARA, C.S. DAG NO. - 5, C.S. KHATAIN NO. - 195, R.S. DAG NO. - 6, HAL NO. - 23, R.S. KHATIAN NO. - 648, L.R. KHATIAN NO. (KRI.) - 1212, 104, 2546, 1850 & 334, J.L. NO. -7, TOUZI NO. - 1513, P.S. - BAGUIHATI, WARD NO. - 15, UNDER RAJARHAT GOPALPUR MUNICIPALITY.



SPECIMEN FORM FOR TEN FINGERPRINTS

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	Avijit Ghosh					

SPECIMEN FORM FOR TEN FINGERPRINTS

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Government Of West Bengal Office Of the D.S.R. - II NORTH 24-PARGANAS District:-North 24-Parganas

Endorsement For Deed Number: 1 - 04131 of 2013 (Serial No. 04122 of 2013)

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

Presented for registration at 16.30 hrs on :18/03/2013, at the Private residence by Mrityunjoy Roy Chowdhury, one of the Executants.

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

xecution is admitted on 18/03/2013 by

- Mrityunjoy Roy Chowdhury, son of Lt Upendra Nath Roy Chowdhury, Nb66, Arjunpur, Uttarpara,, Thana:-Baguihati, P.O.:-Kol ,District:-North 24-Parganas, WEST BENGAL, India, Pin:-700059, By Caste Hindu, By Profession : Service
- 2 Tapan Roy Chowdhury, son of Lt Upendra Nath Roy Chowdhury, Nb66, Arjunpur, Uttarpara,, Thana:-Baguihati, P.O.:-Kol District:-North 24-Parganas, WEST BENGAL, India, Pin:-700059, By Caste Hindu, By Profession : Business
- 3 Swapan Roy Chowdhury, son of Lt Upendra Nath Roy Chowdhury, Nb66, Arjunpur, Uttarpara,, Thana:-Baguihati, P.O.:-Kol ,District:-North 24-Parganas, WEST BENGAL, India, Pin:-700059, By Caste Hindu, By Profession: Business
- Nilima Chowdhury, wife of Ashok Chowdhury, Nb66, Arjunpur, Uttarpara,, Thana:-Baguihati, P.O. -Kol , District -North 24-Parganas, WEST BENGAL, India, Pin :-700059, By Caste Hindu, By Profession: House wife
- Anima Banerjee, wife of Bivas Banerjee, Nb66, Arjunpur, Uttarpara., Thana:-Baguihati, P.O.:-Kol District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059, By Caste Hindu, By Profession : House wife
- Partner, G.m. Construction, District:-North 24-Parganas, WEST BENGAL, India, . Avijit Ghosh , By Profession : Business
- Partner, G.m. Construction, District:-North 24-Parganas, WEST BENGAL, India, . Somu Mallick . By Profession : Business
- Partner, G.m. Construction, District:-North 24-Parganas, WEST BENGAL, India, . 8 Aninda Nag . By Profession : Business
- Partner, G.m. Construction, District:-North 24-Parganas, WEST BENGAL, India, . Amit Das . By Profession : Business

(Amitabha Acharya) DISTRICT SUB-REGISTRAR-II EndorsementPage 1 of 2



Office Of the D.S.R. - II NORTH 24-PARGANAS District:-North 24-Parganas

Endorsement For Deed Number : I - 04131 of 2013 (Serial No. 04122 of 2013)

Bhola Ghosh

Partner, G.m. Construction, District:-North 24-Parganas, WEST BENGAL, India, ... By Profession: Business

Identified By Ratan Paul, son of Suresh Paul, 24, K.b. Sarani, District:-Kolkata, WEST BENGAL, India, Pin:-700080, By Caste: Hindu, By Profession: Business.

(Amitabha Acharya) DISTRICT SUB-REGISTRAR-II

On 19/03/2013

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

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

Payment of Fees:

Amount By Cash

Rs. 1135.00/-, on 19/03/2013

(Under Article : E = 14/- H = 28/- M(b) = 4/- on 19/03/2013)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1,75,18,542/-

Certified that the required stamp duty of this document is Rs.- 40011 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 35030/- is paid , by the draft number 304231, Draft Date 14/03/2013, Bank : State Bank of India, DUM DUM, received on 19/03/2013

(Amitabha Acharya) DISTRICT SUB-REGISTRAR-II

(Amitabha Acharya) DISTRICT SUB-REGISTRAR-II

EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 16 Page from 341 to 369 being No 04131 for the year 2013.



(Amitabha Acharya) 25-March-2013 DISTRICT SUB-REGISTRAR-II Office of the D.S.R. - II NORTH 24-PARGANAS West Bengal

RECEIPT

RECEIVED from the within mentioned Developer a sum of Rs. 1,00,000.00 (Rupees One Lakh) only being the part owners allocation as per memo below.

Received Rs. 1,00,000.00 (Rupees One Lakh) only by Cash

Moretyum joy Roy chowdhiony

Tapon Roychowchen Swapen Roy Chowdhury.

Milima Chardhwy

Anima Baneyère.

Signature of the Owners

1 Goweanga Das.

2 Raton Rend

WITNESSES :-

Computerised By : R. D.Enterprise 19/34/1, K. B. Sarani, Kolkuta - 700080 Contact no. 9831004277 Deed prepared by
Mr. Biswajii Kar
Advocate