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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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this Document are the Part of this
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Additional District Sub-Registrar
Ranchi
Dist. - Howrah

17/11/17

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on the 1st day of November, TWO THOUSAND AND SEVENTEEN (2017).

BETWEEN

1. **RAMESH MITRA** (PAN:CNEPM3309P), son of Late Rajendra Nath Mitra, by occupation Retired. 2. **DEBI PRASAD MITRA** (PAN:BZUPM9235Q), by occupation private tutoring, no. 1 and 2 are residing at Andul, Mullick Bari, P.O.-Andul-Mouri, P.S.-Sankrail, Howrah-7111302, 3. **RITA PAUL** (PAN:COYPP9268R), wife of Surajit Paul, by occupation: house hold duties, residing at 1/3, Joyrampur Jola Road, Parnashree, Kolkata 700060; No. 2 is son and No. 3 is daughter of Late Rama Prasad Mitra. 4. **DEBIKA MITRA**

81270

RDB Realty & Infrastructure Ltd.

8/1 Lal Bazar St
Kolkata

NAME.....
 ADD.....
 RS.....
 - 1 NOV 2017
SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 C. G. Chowi

1 NOV 2017
1 NOV 2017



Ramesh Mitra



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1/ Ramesh Mitra



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2/ Debi Prasad Mitra



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3/ Rishi Paul

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(PAN:ADKPM8967H), by occupation retired. 5. **DEBRUP MITRA** (PAN:ADPPM1725J), by occupation Service. 6. **DEBRAJ MITRA** (PAN:AIYPM6142P), by occupation Service. No. 4 is wife and No. 5 and 6 are sons of Late Rupen Mitra and all are residing at Andul, Mullick Bati, P.O.- Andul Mouri, P.S. Sankrail, Howra 7011302. 7. **NANDITA BOSE** (PAN:ANDPB3298G), by occupation house hold duties, duly represented by her son Sourajit Bose as a constuted attorney. 8. **SOURAJIT BOSE** (PAN:AXEPB9619B), by occupation service. No. 7 is wife and No. 8 is sons of late Arup Kumar Bose, both are residing at 42/2A, Cossipore Road, P.S.- Cossipore, Kolkata-700036. 9. **PARTHA BOSE** (PAN:AEEPB2436H), by occupation business. 10. **JAYANTA BOSE** (PAN:AGFPB3609K), by occupation business. 11. **BIBEK BOSE** (PAN:BHKPB3512K), by occupation business. nos. 9 to 11 all are residing at 3A, Nabib Sarkar lane, Kolkata-700003. 12. **ARCHANA SINHA** (PAN:DJCPB883UJ), wife of late Tarun Kumar Sinha by occupation house hold duties, residing at 132A, Bakul Bagan Road, Kolkata-700025. 13. **KALPANA NANDI** (PAN:ADCPN7764K), wife of Pranab Nandi, by occupation house hold duties, residing at 30, Anath Nath Deb lane, Kolkata-700064. 14. **ALPANA MITRA** (PAN:CDJPM6539R), wife of Kanchan Mitra, by occupation house hold duties, residing at A D/72, Saltlake City, Kolkata-700064. 15. **APARNA GUHA** (PAN:AIJPG4928J), wife of Arijit Guha, by occupation house hold duties, residing at F3E Dabika Apartment, Kolkata-700084. nos. 9 to 11 are sons and nos. 12 to 15 are daughters of Late Amarendra Nath Bose. 16. **SUBRATA RAKSHIT** (PAN:ALLPR3407Q), by occupation Service. 17. **DIPENDRA RAKSHIT** (PAN:BRAPR4468M) by occupation service. no. 16 is wife and no. 17 is son of late Ramendra Rakshit. 18. **KALACHAND RAKSHIT** (PAN:AHHPR1266R), son of Late Dharendra Nath Rakshit, by occupation service. nos. 16 to 18 are all residing at P-5, Bansdroni Park, P.O.- Bansdroni, Kolkata-700070. 19. **SAMPA SEN** (PAN:CXBPB33781G), wife of Arun Sen, by occupation house hold duties, residing at Tedi tala Road,

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4/ Debika Mitra

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5/ Subrojit Mitra

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6/ Debraj Mitra

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7/ Soukajit Bose

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7/ Soukajit Bose

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10/ Bibek B.



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Additional District Sub Registrar

Dist. - Howrah

01/11/17

Ichapur, District North 24 Parganas. 20. **JABARANI BOSE** (PAN:CDRPH0531K), wife of Haradhan Bose, by occupation house hold duties, residing at Boro Kal Tala lane, Chandannagar, Hooghly 712136 21. **SANTA ROYCHOWDHURY** (PAN:ANAPR1872L), wife of Late Monoranjan Roy Chowdhury, by occupation house hold duties, residing at 'Rabindra Vila' 96/11/B, Institute Lane, Baranagar, Dist-North 24 Parganas, Koklata-700036, 22 **MAYA RAHA** (PAN:AQZPR8581L), wife of Biswanath Raha, by occupation house hold duties, residing at Uluberia, old canal side, near swimming pool, P.S.-Uluberia, District-Howrah 23. **ANURANI PALIT** (PAN:ALCPP5461H), wife of Ashim Palit, by occupation house hold duties, residing at P.O-Dartada, Hind Motor, B.B.D. Bag Road, Hooghly, 24. **SUBHANKAR BISWAS** (PAN:AURPB7972R), by occupation Govt. Service, 25. **DIPANKAR BISWAS** (PAN:AWIPB3646R), by occupation Service 26. **DIPALI BISWAS** (PAN:BYOPB9829H), nos. 24, 25 is son and no. 26 is daughter of Mridul Kumar Biswas, all are residing at 28, Chowduri Para 1st bye lane, P.O.-Samragachh, P.S.-Shibpur, Howrah 711104 27. **RANU GHOSH** (PAN:ADPPG2942P), wife of Bholanath Ghosh, by occupation house hold duties, residing at Vill.-Andul Bazar, P.O.-Andul Mouri, Howrah -711302, No. 20 to 23 and no. 27 is daughter of late Rajendra Nath Mitra and nos. 24, 25 is grandson and no. 26 is grand daughter of Late Rajendra Nath Mitra. All are by nationality Indian, by faith Hindu and hereinafter jointly called as "**THE OWNERS /LAND OWNERS**" which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representative, successor-in-interest, nominee and assigns] of the **FIRST PART**

A N D

RDB REALTY & INFRASTRUCTURE LIMITED, (PAN: AAIDCR8845C) a Company incorporated under the Companies Act, 1956 having it's

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11/ Archana Sinha.

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12/ Kalpana Nandy

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13/ Alpana Mitra

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14/ Anamika Sinha

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15/ Subrata Rakshit.

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16/ Anand Rakshit

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17/ K. Anand Rakshit





Additional District Sub Registrar
Ranihat
Dist. - Howrah
01/11/19

registered office at 8/1, Lal Bazar Street, 1st Floor, Kolkata-700011, West Bengal, duly represented by one of its director namely **Pradeep Kumar Pughlia** (PAN: AIUPP1838M), son of Sri Sumer Mai Pughlia, by faith Hindu, working for gain at the company's aforesaid address, hereinafter referred to as "**THE OWNER AND DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Successors-in-office, executors, administrators, legal representative, nominee and assigns) of the **SECOND PART**.

WHEREAS

- A. All the pieces and parcels of Bastu land measuring about 108 Decimal in R.S. Dag No. 417, R.S. Khatian No. 404, Mouza-Andul, J.L. No. 29, P.S.-Sankrail, R.S. No. 2036, Touzi No. 745, District-Howrah, now L.R. Dag No. 446 and L.R. Khatian Nos. 1306/3, 1533/1, 1822, 2272, 2273, 2276, 65/1, 198/2, 408/2, 574/1, 993/1, 1109, 1135/1, 1145, 1233/1 was belonging to one Rajendra Nath Mitra since deceased, who was the absolute owner and occupier with respect to the aforesaid total land and which was recorded by his name in Revisional Settlement Khatian No. 404.
- B. Said Rajendra Nath Mitra while in peaceful possession and enjoyment of the aforesaid total 108 Decimal of landed property By a registered Deed of Gift in the year 1962, recorded in Book No. I, Volume No. 31, from Pages 164 to 166, Being No. 1338, gifted the specified and demarcated portion of 4 Decimal or 2 Kutrah and 8 Chittaka more or less of land out of the total 108 Decimal to Amit nath Mitra and Anjan Nath Mitra, both are sons of Rasbehari Mitra.
- C. By another registered Deed of Sale registered at Sub-Registrar office Domjur, in Book No. I, Volume No. 17, from Pages 282 to 288, Being No. 1303 for the year 1952 said Rajendra Nath Mitra for the consideration



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18/ Sampa Sen



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19/ Jaba Rani Bose



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20/ সত্যজিৎ সেন (৩০) ১৯৫০



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21/ Maja Babu



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22/ Jona Rani Palit



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23/ Subhanur Rahman



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Additional District Sub Registrar
Raiphat
Dist. Howrah
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mentioned therein sold transferred and convey the specified and demarcated portion of 10 Decimal out of total 108 Decimal of Bastu land to one Akshay Kumar Ghosh.

- D. In several others occasions said Rajendra Nath Mitra has transferred all the demarcated and specified 4 Decimal and 2 Decimal out of the total 108 Decimal to one Bhadradaswar Naskar and Gobinda Lal Bandopadhyaya which has been subsequently purchased by one Netai Chandra Dhara and Smt. Rekha Rani Saha.
- E. By dint of the aforesaid Said Rajendra Nath Mitra while in peaceful possession and enjoyment of ALL THAT pieces and parcels and demarcated 88 Decimal of Bastu land out of the aforesaid total 108 Decimal of landed property, died intestate as a Hindu govern by the Dayabhaga School of Hindu Law, leaving behind his three sons namely 1. Rama Prasad Mitra, 2. Rupen Mitra, both are since deceased 3. Ranesh Mitra the present owner no. 1. and the eight daughters namely 1. Smriti kona Bose @ Srutikona Bose wife of Anarendra Nath Bose, 2. Pritikona Rakshit wife of Dhirendra Nath Rakshit, both are since deceased 3. Joba Kani Bose, wife of Haradhan Bose, the present owner no. 20. 4. Santa Roy Chowdhury, wife of Monoranjan Roy Chowdhury, the present owner no. 21 5. Maya Raha, wife of Biswanath Raha, the present owner no. 22 6. Anurani Palit, wife of Ashin Palit, the present owner no. 23 7. Soya Rani Biswas, wife of Mridul Kumar Biswas, since deceased and 8. Rana Ghosh, wife of Bholanath Ghosh, the present owner no. 27 and none else as his surviving legal heirs, and who are inherited the estates of late Rajendra Nath Mitra in equal 1/11 share as per the law of inheritance.
- F. Said Rama Prasad Mitra while jointly with the other legal heirs of late Rajendra Nath Mitra, in peaceful possession and enjoyment of his aforesaid



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24 Dipankar Biswas



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25) Bipali Biswas



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26) Purnu Ghosh



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27) Soumit Bose

As a constituted attorney of Hemanta Bose.



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Dist. Howrah

31/11/17

- Photo of Hemanta Bose.
- S/o. Panchnagar Bose.
- P.O. Anandpur.
- Dist. Howrah.

undivided proportioned share upon the said property died intestate on 21/05/2006 as a Hindu govern by the Dayabhaga School of Hindu Law leaving behind his wife Smt. Gita Mitra, since deceased, one son, namely Debi Prasad Mitra the present owner no. 2 and one Daughter namely Smt. Rita Paul wife of Suraji Paul, the present owner no. 3 and none else as his surviving legal heirs, thereafter after the demise of said Gita Mitra, said Debi Prasad Mitra and Smt. Rita Paul inherited the aforesaid estates of late Rama Prasad Mitra in equal $\frac{1}{2}$ share proportionate to $\frac{1}{22}$ share each upon the estate of late Rajendra Nath Mitra.

G. Said Rupen Mitra while jointly with the other legal heirs of late Rajendra Nath Mitra, in peaceful possession and enjoyment of his aforesaid undivided proportioned share upon the said property died intestate on 17/12/1985 as a Hindu govern by the Dayabhaga School of Hindu Law leaving behind his wife Smt. Debika Mitra the present owner no. 4 and two sons namely 1. Debrup Mitra the present owner no. 5 and 2. Debraj Mitra the present owner no. 6 and none else who inherited the aforesaid estates of late Rupen Mitra in equal $\frac{1}{3}$ share proportionate to $\frac{1}{33}$ share each upon the estate of late Rajendra Nath Mitra.

H. By a registered Deed of Sale executed by said Amit Nath Mitra and Anjan Nath Mitra jointly of the one part and said Debika Mitra of the other part, registered at the District Sub-Registrar office at Howrah in Book No. 1, Being No. 87 for the year 1982 said Debika Mitra for the consideration mentioned therein purchased total 4 Decimal or 2 Kattah and 8 Chittaks more or less (more particularly described in Part-II of the First Schedule, Schedule 'A' hereunder) of Bastu land within the aforesaid property in R.S. Dag No. 417, R.S. Khatian No. 404 from the said Amit Nath Mitra and Anjan Nath Mitra.

RDB Realty & Infrastructure Ltd.

Pradeep Ingolia
Director



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Additional District Sub-Registrar

Dist. Howrah

Pradeep Ingolia
S/O. Sri Chhabi Lal Sen.
By Occupation - Advocate.
Chowmahalla, P.O. Howrah.
P.S. - Samard.
Howrah - 9.

17/11/17

- I. Said Smitikona Bose @ Sritikona Bose while jointly with the other legal heirs of late Rajendra Nath Mitra, in peaceful possession and enjoyment of his aforesaid undivided proportioned share upon the said property died intestate on 8/09/1997 as a Hindu govern by the Dayabhaga School of Hindu Law leaving behind her six sons namely 1. Arup Kumar Bose, since deceased 2. Aluk Kumar Bose, 3. Tapan Bose, 4. Partha Bose, the present owner no. 9, 5. Jayanta Bose, the present owner no. 10, 6. Bibek Bose the present owner no. 11, and five daughters namely 1. Archana Sinha wife of late Tarun Kumar Sinha the present owner no. 12, 2. Bandana Ghosh, wife of Debobroto Ghosh 3. Kalpana Nandi, wife of Pranab Nandi, the present owner no. 13, 4. Alpana Mitra, wife of Kanchan Mitra, the present owner no. 14, 5. Aparna Guha, wife of Arijit Guha, the present owner no. 16 and none else, said six sons and five daughters of late Smitikona Basu @ Sritikona Bose inherited the aforesaid estates of late Sritikona Basu in equal 1/11th share proportionate to 1/121st share each upon the estate of late Rajendra Nath Mitra.
- J. Said Arup Kumar Bose son of late Sritikona Basu @ Sritikona Bose also died intestate on 11/02/2000 as a Hindu govern by the Dayabhaga School of Hindu Law leaving behind his wife namely Nandita Bose the present owner no. 7, and one son namely Sourajit Bose the present owner no. 8, as his surviving legal heirs who inherited the aforesaid estate of late Arup Kumar Bose in equal 1/2nd share equivalent to 1/242nd share each upon the estate of late Rajendra Nath Mitra.
- K. Said Bandana Ghosh, wife of Debobroto Ghosh, while in peaceful enjoyment of her aforesaid 1/121st share upon the estate of late Rajendra Nath Mitra, by a registered Deed of Gift date 11/06/2014, registered before Additional District Sub-Registrar office at Ranchhati, in Book No. 1, CD Volume No. 8, from Pages 185 to 194, Being No. 02518 for the year 2014,



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Additional District Sub-Registrar
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Dist. - Howrah
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gifted her undivided share upon the estate of late Rajendra Nath Mitra to the said Debraj Mitra, son of late Rupen Mitra the present owner no. 6 herein.

L. Said Tapan Bose son of Smritikona Bose @ Sritikona Bose who was one of the co-owners among the First Parties herein with respect to the aforesaid property, died intestate on 26.09.2014 as a Hindu governed by Dayabhaga school of Hindu Law leaving behind his son namely Avishek Bose as his only surviving legal heirs and said Avishek Bose by way of registered Deed of Gift Being No. 01044 of 2015, registered in the office of D.S.R.-Howrah, recorded in Book No. I, CD Volume No. 4, from pages 2681 to 2698, gifted his father's share ALL THE undivided proportionate share of said Tapan Bose measuring about 8 Chittaks and 36.65 sq.ft. or total 396.65 sq.ft. of Bastu land in R.S. Dag No. 117, now L.R. Dag No. 446, in R.S. Khatian No. 404, Mouza-Andul, to Nandita Bose, Aloke Kr. Bose, and Partha Bose, Jayanta Bose, Bibek Bose, Archana Sinha Kalpana Nandi, Alpana Mitra Aparna Guha, the present Owners no. 7 and 9 to 15 jointly.

M. That Said Aloke Kumar Bose son of Smritikona Bose @ Sritikona Bose being one of the co-owner with respect to the aforesaid property, following his urgent monetary requirements executed a Deed of Sale in favour of the Owner/Developer herein on 19th May, 2017 and inter alia for the valuable consideration as mentioned in the Deed, sold, transferred and conveyed his entire undivided share upon the said property measuring about 7 Chittaks and 37.22 Sq.ft. in R.S. Dag No. 417, corresponding to L.R. Dag No. 446, in Mouza Andul to RDB Realty & Infrastructure Ltd. the present developer herein. The said Deed of Sale was registered in the office of the District Sub-Registrar at Howrah and recorded in Book No. I, Volume No. 0501-2017, from Pages 115221 to 115248, Being No. 050104241 for the year 2017.

- N. Said Pritikona Rakshit @ Kona Rakshit while jointly with the other legal heirs of late Rajendra Nath Mitra, in peaceful possession and enjoyment of her aforesaid undivided proportioned share upon the said property died intestate on 24/04/2012 as a Hindu govern by the Dayabhaga School of Hindu Law leaving behind her two sons namely 1. Ranendra Rakshit, since deceased 2. Kalachand Rakshit, the present owner no. 18, and one daughter namely Sampa Sen, the present owner no. 19, and none else who inherited the aforesaid estates of late Pritikona Rakshit @ Kona Rakshit in equal 1/3rd share proportionate to 1/33 share each upon the estate of late Rajendra Nath Mitra
- O. Said Ranendra Rakshit son of late Pritikona Rakshit @ Kona Rakshit also died intestate on 16/10/1987 as a Hindu govern by the Dayabhaga School of Hindu Law leaving behind his wife namely Subrata Rakshit, and one son namely Dipendra Rakshit, the present owners nos. 16 and 17 herein as his surviving legal heirs who inherited the aforesaid estate of late Ranendra Rakshit in equal 1/2nd share equivalent to 1/66th share each upon the estate of late Rajendra Nath Mitra.
- P. Said Sova Rani Biswas @ Sova Biswas while jointly with the other legal heirs of late Rajendra Nath Mitra, in peaceful possession and enjoyment of her aforesaid undivided proportioned share upon the said property died intestate on 04/01/2010 as a Hindu govern by the Dayabhaga School of Hindu Law leaving behind her two sons namely 1. Suvankar Biswas 2. D. penkar Biswas and one daughter namely Dipali Biswas and none else the present owners nos. 24, 25 and 26, who inherited the aforesaid estates of late Sova Rani Biswas @ Sova Biswas in equal 1/3rd share proportionate to 1/33 share each upon the estate of late Rajendra Nath Mitra.

Q. Thus on the basis of the aforesaid, the first parties herein jointly become the absolute owner of ALL the pieces and parcel of Eastu land measuring about 87.15 Decimal or 52 Kattah 15 Chittaks and 18 Sq.ft. more or less, by way of inheritance from Late Rajendra Nath Mitra and Deed of Gift thereafter by said Bandana Ghosh and Avishek Bose and another 4 Decimal or 2 Kattah 8 Chittaks of land by Debika Mitra by way of purchase total 91.15 Decimal or 55 Kattah 7 Chittaks and 18 sq.ft. more or less of land in R.S. Dag No. 417, R.S. Khatian No. 404, Mouza Andal, J.L. No. 29, P.S.-Sankrail, District-Howrah, L.R. Dag No. 446 and now L.R. Khatian Nos. 65/1, 408/2, 574/1, 993/1, 1109, 1135/1, 1233/1, 350/1, 560/2, 1109, 2193, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512 (previously 1306/3, 1533/1, 198/2, 1145) (more particularly described in the SCHEDULE 'A' hereunder written, hereinafter referred to as "Said Property")

AND WHEREAS

1. The Owners, of the said property since exercising all acts of administration of the estate left by the Said late Rajendra Nath Mitra finding it extremely difficult to maintain the Said Property which is encumbered with tenants and facing invasion by trespassers every now and then and since the most of the co owners are residing in different parts of the city, it is almost becoming impossible for the Owners to save the Said Property from waste and decay.
2. The Owners has, in such eventuality, been looking for a competent concern, who can take upon themselves the entire responsibility of developing the said property through an appropriate development program for fruitful utilization of the said property for economic gain and preservation of its value as immovable property and the Developer herein, who are renowned

Architects and Builders, have come forward to negotiate the terms of proposing to initiate a Development Program in respect of the said property

3. THE Owners has agreed to authorise the Developer above mentioned the said land described in the First Schedule, Schedule 'A' hereunder written by demolishing the existing construction standing thereon and constructing new building in its place on Flat Ownership basis and the Owner is agreeable to convey the said land with the new building thereon and other structures to the flat owners who would come under the Provision of the West Bengal Apartment Ownership Act or the West Bengal Co-Operative Societies Act or any other forms of the administration of the estate, as the case may be that will be formed by the Purchaser, Purchasers/ Owner of flats and other premises in such building and the Second Party as Developer has agreed to complete the scheme of development on the following terms and conditions agreed between the Parties:

4. The Parties of the First Part along with Tapan Bose since deceased and Alok Kumar Bose, has previously entered into a Development Agreement on 11th June, 2014 with the Second party which was registered in the office of the Additional Dist. Sub-Registrar at Ramisati, in Book No. I, CD Volume No. 8, from Pages 1 to 46, Being No. 02516 of 2014, and also executed a General Power of Attorney in favour of the second party herein which was recorded in Book No. I, CD Volume No. 8, from Pages 47 to 71, Being No. 02517 of 2014, thereafter after demise of said Tapan Bose the legal heirs of Smitikana Bose@ Sritikana Bose the present owners nos. 7 and 9 to 15 along with said Alok Kumar Bose had execute an another development agreement and power of attorney on 29th January, 2015, with the Second party herein which was registered in the office of the District Sub-registrar at Howrah and recorded in Book No. I, CD Volume No. 4, from Pages 4313

to 4332, Being No. 01126 for the year 2015, and in Book No. 1, CD Volume No. 1. from Pages 4333 to 4348, Being No. 01127 of 2015.

A. That following the aforesaid Development Agreements and Power of Attorneys the Developer of the Second Part herein has caused to sanction a building plan over the said property which has been duly sanctioned by the Howrah Zilla Parishad, vide Memo no. 242/032/HZP/EP dated 5/10/2016. and which is still in force.

NOW, THEREFORE, this agreement Witnesses that it is hereby agreed as between the Owners and the Developer that the Developer shall develop the said property on principal to principal basis at the cost, expenses and responsibilities of the Developer on the terms and condition as follows :

ARTICLE 1 : DEFINITIONS

In this Agreement for joint venture, unless it is contrary or repugnant to the context, the undernoted words and phrases shall have the following meaning:-

B. **SAID PROPERTY** : shall mean premises so to be constructed on the plot of land ALL that pieces and parcels of Bastu land of 92 Decimal or 55 Kattah 12 Chittaks and 2 sq.ft. more or less in R.S. Dag No. 417, R.S. Khatian No. 464, Mouza-Ardul, J.L. No. 29, P.S.-Sarkrail, R.S. No. 2036, Touzi No. 745, District Howrah, now L.R. Dag No. 446, now L.R. Khatian Nos. L.R. Khatian Nos. 65/1, 408/2, 574/1, 993/1, 1109, 1135/1, 1233/1, 560/1, 560/2, 1109, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512 (previously 1306/3, 1533/1, 198/2, 1145), together with the old structure situated thereon more fully and particularly described in the First Schedule, Schedule-'A' appearing hereunder.

C. **OLD BUILDING** : shall mean old dilapidated building/structure at present existing on the said property fully mentioned and described in the First Schedule, Schedule-'A' hereunder written

D. **NEW BUILDING(S)** : shall mean and include the multi storied building (s), so to be constructed in a phased manner by the Developer according to the sanction plan, so to be sanctioned by the Howrah Zila Parisad and other appropriate authorities and so to be constructed on the plot of land morefully and specifically described in First Schedule intended for enjoyment of the Building(s) or portion or Units, car parking and other spaces including Common Areas .

E. **OWNER** : shall mean 1.Ramesh Mitra, 2. Debi Prasad Mitra, 3. Rita Paul, 4. Debika Mitra, 5. Debrup Mitra, 6. Debraj Mitra,7. Nandita Bose, 8. Sourajit Bose, 9. Partha Bose, 10. Jayanta Bose, 11. Bibek Bose, 12. Archana Sinha, 13. Kalpana Nandi, 14. Alpana Mitra, 15. Arpana Guha, 16. Kalachand Rakshit, 17. Sampa Sen, 18. Subrata Rakshit, 19. Dipendra Rakshit, 20. Jabarani Bose, 21. Santa Roy Chowdhury, 22. Maya Raha, 23. Anurani Palit, 24. Suvankar Biswas, 25. Dipankar Biswas, 26. Dipali Biswas, 27. Ramu Ghosh, and 28. RDB Realty & Infrastructure Limited, a Company incorporated under the Companies Act, 1956 having it's registered office at 8/1, Lal Bazar Street, 1st Floor, Kolkata-700001, which are including their legal-heirs, successors, successors-in-office, executors, administrators and assigns.

F. **DEVELOPER** : shall means RDB Realty & Infrastructure Limited, a Company incorporated under the Companies Act, 1956 having it's registered office at 8/1, Lal Bazar Street, 1st Floor, Kolkata-700001, of

Second Part including it's successor in-office, legal representatives, executors, nominees, administrators and assigns;

G. COMMON AREA, FACILITIES & AMENITIES : shall mean and include main gate, entrance, corridors, passage, surrounding areas on the ground floor, staircase leading to roof, landings, half landings, lift, generator room, electric meter room, pump room, shafts, control room, driver way, deep tube well or corporation water, underground water reservoir, rain water pipes, overhead water tanks, pump, guard, other common building and sanitary installation including, septic tank, drainage system and all other areas spaces attached to be used common by the occupants of the proposed building with easement rights excepting the terrace/ultimate roof of the building and the said easement rights which shall always remain the sole and exclusive property of the OWNERS as well as the DEVELOPER according to the provisions of hereinafter stated and water pump and its accessories, generators, electrical wiring with meter and installations and lighting arrangements, common areas and all other things whatsoever provided by the Developer for the common use of the occupants of the proposed building on the property more particularly described in the schedule hereunder written;

H. PARKING SPACE(S) : shall mean all the space(s) in the portions at the basement (if any) and ground floor level of the Building(s), whether open or covered, expressed or intended to be reserved for parking of medium sized motor cars and two wheelers.

I. SALEABLE SPACE/UNIT : shall mean all the space in the new building whether residential or commercial and/or otherwise for transfer for consideration and for the independent use and occupation after making

due provisions for common area facilities and amenities and the said space required thereof.

J. **THE FLAT** : shall mean a portion or part of the floor space consisting of bed rooms, living rooms, Bath rooms, toilets, kitchens etc. and of fittings and fixtures thereon as a complete self-contained unit of habitation in the Building.

K. **TOTAL PLINTH AREA** : shall mean and include the total built-up area generated under permissible FAR (Floor Area Ratio) as per sanctioned plan of the said Building by the Howrah Zilla Parishad, aggregating floor space areas of all the floors.

L. **OWNER'S ALLOCATION** : shall mean 37% (Thirty seven Percent) of the total sanctioned area as per sanction plan area which includes the area for re-statement of the tenants in the new building, together with proportionate share and interest in land along with all other common joint easements and amenities as would be available in the said new building and it will be allocated to the Owner on negotiation as per their proportionate share upon the Said Land, on floor wise in the new building to be constructed, erected and completed by the Developer as per specification in Schedule-'B' for permitting to the Developer to develop the said premises either commercially or residentially and exploit the same. Provided that on the ground floor the owner's allocation will be provided after re-statement of the tenants in the Said property and the same would be adjusted from Owners' allocation.

M. **DEVELOPER'S ALLOCATION** : shall mean and include the remaining 63% (Sixty three Percent) of total sanctioned area as per sanction plan of the constructed area within the new building(s) inclusive of the common area

facilities and amenities together with proportionate undivided share in the land comprised in the said property which shall absolutely belong to Developer including the absolute right on the part of the Developer for sale, transfer, mortgage, lease or in any way to deal with the same.

N. ARCHITECT : shall means such persons who have been appointed by the Developer and/or may be appointed by the Developer for designing and planning of the new building;

O. BUILDING PLAN : shall means and include plan sanctioned by Howrah Zilla Parishad. vide Memo no. 242/032/HZP/EP dated 5/10/2016, this shall also mean and include the plan prepared and submitted by the Developer in supplement, addition and/or alteration to the aforesaid sanction plan in consultation with the architect and sanctioning authorities.

P. TRANSFER : with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the landowner as a transfer of space in the said new building to intending purchasers thereof although the same may not amount to transfer in law.

Q. TRANSFAREEE : shall means a person, Trust, Firm, Limited Company, Association or persons to whom any space in the building shall be transferred by virtue of these presents.

R. ADVOCATE : shall means duly appointed by the developers/promoter herein and who shall be in charge of all acts, deeds and contracts in between the landowners and the developer/promoter and also in between the developers/promoter and the third parties.

ARTICLE-II: COMMENCEMENT

This Agreement shall be deemed to have commenced with effect from 1st day of November, 2017;

The Agreement between the Owners and the Developer will be in the nature of a JOINT VENTURE for development of the said property for which each of the parties hereto shall conscientiously carry out their allocated responsibilities and fulfill the commitments to each other, as herein contained

ARTICLE-III: OWNER'S RIGHT'S & REPRESENTATION

1. The landowner is now the absolute sized and possessed of or otherwise well and sufficiently entitled in the Said Property, subject to the tenants/occupiers in the said property and the Owners are representing the said tenants/occupants herein and upon free consent and written agreement/mutual understanding with the tenants the owners are hereby entering into this Agreement and handed over physical, identical and symbolical possession to the Developer on the date of execution of this present agreement.
2. The said land is free from all sorts of encumbrances, attachments, its pendents, mortgages and liens of whatsoever and howsoever nature and the landowner herein has got a valid and marketable title in all the said premises.
3. That previously on 11th June, 2014 the owners of First Part along with Tapan Bose since deceased and Alope Kumar Bose, has previously entered into a Development Agreement on 11th June, 2014 with the Second party which was registered in the office of the Additional Dist Sub-Registrar at Ranchoti, in Book No. I, CD Volume No. 8, from Pages 1 to 46, Being No. 02519 of 2014, and also executed a General Power of Attorney in favour of the second party herein which was recorded in Book No. 4, CD Volume No.

8. from Pages 47 to 71, Being No. 02517 of 2014, thereafter after demise of said Tapan Bose the legal heirs of Smritikana Bose@ Sritikona Bose the present owners nos. 7 and 9 to 15 along with said Alok Kumar Bose had execute an another development agreement and power of attorney on 29th January, 2015, with the Second party herein which was registered in the office of the District Sub-registrar at Howrah and recorded in Book No. I, CD Volume No. 4, from Pages 4313 to 4332, Being No. 01126 for the year 2015, and in Book No. I, CD Volume No. 4, from Pages 4333 to 4348, Being No. 01127 of 2015, but thereafter following the change of circumstances and change of ownership and share in the said property and change of owner's and developer's allocation the owners of the first part and the second part herein decided to execute this development agreement a fresh.

4. The Owners shall always indemnify the Developer/Promoter with respect to any land lord tenant/occupants disputes, any further claim or unreasonable demands which is beyond the written agreement in this respect between the landlord and tenant, or of any third party claim upon the said property at the time of vacant and peaceful possession handover to the Developer and during the period construction.

ARTICLE-IV, DEVELOPER/PROMOTER'S RIGHTS

- a) The Developer shall be entitled to an exclusive right to process with the development of the said property and construction of the New Building(s) on the said Property in accordance with the Building Rules and Regulations in accordance with the plan sanctioned by competent authority or any other appropriate authority.
- b) The Developer shall have authority to deal with the property in terms of the agreement or negotiate with any person or persons or enter into any contract

or agreement or borrow money or take any advance by depositing the Developer's Allocation or acquired right under these agreement.

- a) The landowners hereby grant subject to what have been hereunder provided the exclusive right to the Developer to built upon the said premises in accordance with the plan sanctioned by competent authority or any other appropriate authority, in the name of the landlord with or without any amendment and/or modification thereto made or caused to be made by the parties thereto.
- b) All applications plans and other papers/or documents may be required by the promoter/ Developer for the purpose of obtaining necessary sanction from competent authority or any other appropriate authority shall be prepared and submitted by the Promoter/Developer on behalf of the landowner and the landowner and /or the Developer as Constituted Attorney of the landowners shall sign all such plans, applications, other papers and documents as and when necessary and all such cost and expenses including the plan sanctioned cost will be borne by the Developer.
- c) The selling rate of the Developer's Allocation will be fixed by the Developer without any prior permission or consultation with the landowners. The profit & loss earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Owner's Allocation on account of loss.
- d) Booking from intending purchaser/s from Developer's Allocation will be taken by the Developer, and in this respect the agreement with the intending purchaser/s will be signed by the Developer in their own names on behalf of the land owners as a Power of Attorney holder.

- g) Promoter/Developer is empowered to collect consideration money in part or full from the sale of Promoter's Allocation from the intending purchasers and issue money receipts in their own names.
- h) On completion of the proposed building when the flats are ready for giving possession to the intending purchaser/s the possession letters will be signed by the Developer/Promoter as the representatives and Power of Attorney holders of the landowners and landowners also will sign as confirming party if required, the Deed of Conveyance will be signed by the Developer/Promoter on behalf of and as representatives and Power of Attorney holder of the landowners and landowners will also sign the Deed of Conveyance as confirming Party if required.
- i) All construction cost and expenses will be borne by the Promoter/Developer. No liability on account of construction cost and expenses will be charged from Owner's Allocation.
- ji) The Developer/Promoter herein has every right and authority to comply with and take all necessary endeavor if applicable, for registration of this project with the Real Estate Regulatory Authority, a statutory authority constituted under the Real Estate (Regulation and development) Act, 2016, and thereafter both the parties will bound to abide all the functions, rights and duties according to this Act.
- k) The Developer shall always indemnify the owners and their estates and effects against all acts or action, suit, extra charges, expenses, damages, fines, penalties etc resulting on account of any act or omission or any breach, delay or default on the part of the Developer in the matter of observance of any Rule and Regulations, terms or conditions, or otherwise, in developing the said property.

ARTICLE-V: CONSIDERATION

- A. The Developer having agreed to build the said proposed building at its own costs and expenses and the landowners shall not be required to contribute any sums towards the construction of the said building or otherwise.
- B. In consideration of the landowner having agreed to grant exclusive right of developing the said total land in addition to the Owner's Allocation as herein provided
- C. The Developer shall also deposit to the Owners and interest free amount of Rs. 1,99,09,091/- (Rupees One Crore Ninety nine Lacks Nine Hundred and Ninety one) subject to the actual measurement of the land at the rate of 3,33,333/- per katha, as a refundable security deposit in the following manner :-

i) advance as part payment of Rs. 1,38,27,276/- made in several cheques on dated 11.06.2014 and 22.09.2017

of Rs. 39,32,082/-
ii) Balance amount has been paid on this date at the time of registration of this agreement. all the aforesaid payments has been duly acknowledged by owners as per the memo below mentioned.

on 10/11/17
iii) *Remaining balance amount will be paid at the time of commencement of construction work.*
Said security deposit will be refundable to the Developer after handing over of the Owners' Allocation by the Developer in the New Building, if the Owners fail to refund the security deposit or any part thereof after such completion of the Owner's Allocation the Developer shall be entitled to adjust the said amount against Owner's Allocation, price on the basis of Rs. 2,500/- per Sq.ft

- D) Apart from the aforesaid consideration which have already been made by the Developer to the landowner hereinabove written, the Developer have agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of development of the said premises and/or this Development Agreement and such consideration for all practical purpose will be deemed to be apparent consideration which are as follows:
- a) Cost, charges and expenses on account of causing the plan or map prepared for the purpose of obtaining sanction from the Howrah Zilla Parishad or any other competent authority
 - b) Cost, charges and expenses for supervision of the building or buildings on the said premises.
 - c) Cost, charges and expenses for causing the building to be constructed on the said premises and also the amount incurred by the Developer for construction, erection and completion of the said building;
 - d) Cost, charges and expenses by the Developer towards the payment of fees of Engineers, Contractors and there agents from time to time;
 - e) Cost, charges and expenses incurred by the Developer for obtaining all other permission, approvals and/or sanction as are required in law for the purpose of development of the said premises.
 - f) Cost, charges and expenses for providing common area facilities and amenities.

E. The landowners having agreed to grant exclusive right for developing the said premises in terms of these present the developer have agreed, undertaken to build the said building at its own cost and expenses and the landowners shall not be required to contribute any sum towards construction of the said building and/or development of the land.

ARTICLE-VI: PROCEDURE

1. By signing these present, the landowners being the principal herein empowering and appointing any representative and/or authorised person of the said Developer as their true and lawful attorney as per Article-VII of this Development Agreement below to act in any manner and in any process to obtain sanctioned building plan and the construction thereof and also to sell the developer's Allocation upon the said property or any part of it and transfer any shop/flat/car parking space etc. of the said Developer's Allocation to any intending nominated buyers and to enter into any such Agreement for sale and to execute proper Deed of Conveyance by signing and by presenting the same for registration before any Registering Authority in favour of the said purchaser, representing the landowner herein being the holder of General Power of Attorney of the landowner, and such power shall be irrevocable in nature till fulfillment and completion of the total project and transaction.

2. Temporary accommodation will be provided by the Developer to the owners who are presently residing upon the said property namely Ramesh Mitra, Debi Prasad Mitra and Debika Mitra the owners nos. 1, 2 and 4 herein, upon the said property and the existing tenants within the Said Property and separate agreements will be executed in this respect with the existing tenants in presence of Owners under the Owners obligation to negotiate and mutual understanding with the tenants.

3. It has been agreed by the Parties herein that one Rajib Mitra, son of Said Ramesh Mitra the present owner No. 1, who is presently running a karate class within the premises, will be provided an alternative accommodation of 800 Sq.ft. of pukka structure with concreted/cemented roofing within the same property, during the period of construction on temporary basis with free ingress and egress thereto, which includes a separate toilet for the exclusive use of by said Rajib Mitra son of Ramesh Mitra, and after the completion of the new building said Ramesh Mitra will be allocated 1500 Sq.ft. of area in the ground floor with attach toilet and bath for smooth running of said karate class, which will be adjusted within the 37% of Owner's allocation from said Ramesh Mitra, Also Debi Prosad Mitra the owner no. 2 herein will be provided aforesaid temporary accommodation of about 250 Sq.ft. for smooth running of his coaching class within the property during the period of construction.
4. On execution of this Agreement the Owners is hereby grant to the Developers license to enter upon the Said Property as a licensee only for enabling them to develop the said property, in accordance with the terms and conditions herein contained.

ARTICLE-VII: POWER OF ATTORNEY

To enable the Developer to specifically perform its obligations arising out of this Agreement, Owners and each one of them hereby nominated, constitute and appoint the Developer as theirs true and lawful attorney, to do execute and perform all or any of the following acts, deeds, matters and things with respect to the Property at Developers' cost and expenses:

1. To appear and represent before the authority of local Gram Panchayat, Zila Parishad, WBSEDCL, Income Tax Department, Authorities under the Town and Country Planning, B.L.& L.R.O, District Registrar, District Sub-

Registrar, Urban Land Ceiling authorities and or before all other statutory and local bodies as and when necessary for the purpose of construction of the new building.

2. To enter upon the Said Property with men and materials as may be required for the purpose of development work and erect the Building(s) as per the building Plan.
3. To apply for obtain electricity, gas, water, sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and/or alteration of the development, plan and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authority or authorities and to appoint Engineers, Architects and other agents and Sub-Contractor for the aforesaid purpose as the said attorneys may think fit and proper.
4. To defend possession, manage and maintain the said premises including the building to be constructed thereon.
5. To sign, verify and file applications, forms, building plans and revised plans for multi storied building, documents and papers in respect of the said premises before the Howrah Zila Parishad or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of a building over and above the said premises.
6. To appoint architect, contractors, sub-contractors and supervisors as may be required to supervise the development and construction work of the building(s) as per the plan.

7. To apply for obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to owners and required for the construction of the building(s) but in no circumstances owners shall be responsible for the price/value storage and quality of the building materials.
8. To pay all taxes, rates and charges in respect of the said premises and building as and when the same will become due and payable.
9. To accept any service of writ of summons or other legal processes on behalf of and in the name of owners and to appear in any Court or authorities as the developer deem appropriate and to commence prosecution and/or defend any action or legal proceeding in any Court or before any authority as the developer may think fit and proper and for such purpose to appoint any solicitor, Advocate, Lawyer in the name and on behalf of the owners and or in the name of the developer and pay the cost, expenses, fee and other out goings further to deposit in the Court of law or authority sign vakalatnama, sign and verify the plaint, written statements, affidavits, petitions, applications, appeal etc. and any other document or documents in furtherance of the said objection.
10. To negotiate with proposed purchasers or transferees for such and/or transfer of units, roof rights, car parking space(s) and the undivided share in land comprised in the property on such terms and conditions as the attorney may think fit and proper and to receive and appropriate the entire consideration for and in respect of the aforesaid sale and/or transfer and to give receipt for the same, only for the developer's allocation/proportionate share.

11. To enter in to any Agreement for Sale, Memorandum of Understanding and/or any other instruments and documents in respect of flats/units and/or car parking spaces within Development's Allocation in the said new building in favour of the intending purchaser/s and to sign in the papers and documents for the said purpose on our behalf
12. To receive the consideration money and earnest money in cash or by cheque/draft in the name of attorneys from intending purchaser or purchasers for sale or booking of said property/flats/s or unit or car parking space against the Developer's Allocation and shall grant receipts thereof and to give full discharge to the purchaser/s.
13. To execute and present for registration of all conveyance, lease Deeds, Agreements and all forms of deed of transfer of Units in the building (s) to be constructed at the property and the undivided interest or share in the land comprises in the property with all rights in common areas and facilities in favour of the purchasers of units in developer's allocation only.
14. To appear and represent the owners before the Registrar or Sub-Registrar or Registrar of Assurance or other offices of the Government being authority to accept agreement, conveyance, lease and all forms of Deed of transfer of the units, roof, car parkings spaces and the undivided share in land comprises in the property and to present the same as aforesaid so executed by the said attorney for and in the name of and on behalf of the owners for registration of the same and to complete all registration formalities by admitting execution thereof and discharge the registration receipts.
15. To compromise and settle all or any of action, suits, appeals and other proceedings as aforesaid relating to the property upon such terms and

condition as may not in any manner affect injuriously or be prejudicial owner's right title or interest in the property or any part thereof.

16. To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning the said premises or any part or portion thereof.
17. To sign, declare and/or affirm any Plaint, Written Statement, Petition, Affidavit, Verification, Vakalatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to the said premises or in any way connected therewith
18. That the said attorney will take all the necessary steps before the proper Registering Officer by signing and executing proper Deed of Conveyance in favour of any intending purchasers.
19. For all or any of the purposes herein before stated and to appear and represent the owner before all concerned authorities having jurisdiction over the said properties as per the condition mentioned in this Agreement.
20. The attorneys will do the aforesaid acts, deeds and things regarding development of the land mentioned in the schedule in the Agreement for Development.
21. To issue "No Objection" certificate on our behalf to any intending purchaser of the developers allocation for any house building loan from any Bank and/or financial institution and/or any authority/concern of like nature.

22. To appoint and retain advocate, pleaders and legal practitioners and to sign and execute vokalatnama and to accept service of all summons notice and other judicial process and to execute any order, decree or judgment and to deposit for or withdraw money or documents in and from any court or other authorities AND GENERALLY to act in any suit, proceedings or matters in which we may be interested or concerned in connection with the said premises fully described in the Schedule herein below.
23. For all or any of the purpose hereinbefore mentioned to appear and represent us before all authorities having jurisdiction and to sign, execute and submit all papers and documents in connection with the said property.

AND GENERALLY we said Attorneys shall have the power to do all the said other acts deeds and things concerning my said undivided share in the said property or any part thereof and/or in connection with the aforesaid objects which I could have done lawfully under my hands and seals if present personally.

AND we, do hereby ratify and confirm all and whatsoever acts, deeds and things my said Attorney shall lawfully do execute and perform by virtue of these present notwithstanding any express power in that behalf is hereunder provided

THAT THIS power of attorney shall be revoked automatically with the non-functioning of the aforesaid development agreement, after the delivery of owner's allocation and complete disposal of the developer's allocation by the developer.

ARTICLES-VIII: DEALING OF SPACE IN THE SAID PROPOSED BUILDING

1. It has been agreed by and between the parties herein that out of the total built up area available in the said premises and within the proposed building the Owner shall be entitled to 37% (Thirty Seven percent) of the proposed new building which includes the area for re-instatement of the tenants in the new building together with the proportionate undivided share and interest in the common parts, in the land, roof of the said building and other common part easements and amenities, and the same will be comprised as part of the owner's allocation and the owner's allocation within the proposed new building will be provided by the Developer to the owner in the floors wise as agreed to hereinbefore.
2. The remaining 63% (Sixty Three percent) area beside owner's allocation within the proposed new building which has been allocated to the Developer in terms of this Agreement will be within the entire floors of the proposed new building after handed over the Owner's Allocation but it's not includes the area for re-instatement of the tenants in the new building.
3. The space including common passage, entrance, corridors, common space, landings, half landings, pump room, generator room, electric meter room, control room, driver way, deep tube-well water pump, water pipes, rain water pipes, office room, guard, staircase, sanitary installations, drainage system, shall remain common to all the Flat Owners/Occupiers of both Owner's allocation and Developer's allocation;
4. The Developer shall be at liberty with exclusive right and authority over the Developer's allocation to negotiate for the sale of all floors/flats/shops/car parking space of the proposed building and/or the Said Property together with proportionate share of land with any prospective buyer/buyers before or in course of the construction work of the said building at such

consideration and on such terms and conditions as the Developer think fit and proper. It is clearly agreed and declares by the parties herein that the consideration money or initial payments or part payment or full payment thereof shall be received by the Developer and the landlord herein will have no right and share and will not entitled to any portion thereof.

ARTICLE-IX : BUILDING

1. The Developer shall install and erect in the said new building(s) as per the sanction plan at Developer's own cost and expenses, which includes the expenses for beautification and cleaning of the adjacent pond in L.R. Dag No. 345, of the Said Property, installing pump set, tube well, water storage tank, overhead reservoirs, electrical wiring, fittings and installation and other facilities as required to be provided in a residential-cum-commercial building having self contained apartments and constructed for sale of flats, shops, offices and car parking space therein on ownership basis.
2. That the decision of the Developer regarding the floor scheme, design and elevation of the new building shall be final as per sanctioned plan from the appropriate authorities and complying the owner's allocation as per schedule 'B' stated hereunder:
3. The Developer shall be responsible for construction of the new building during substance of this agreement including the right to modify or alter the plan, if necessary and to submit the same to the concerned authority in the name of the Owner at Developer's own cost and the Owner will sign and execute all specified application forms and declaration affirmation from time to time and all such times as may be required by the Howrah Zilla Parishad and/or any other authority/authorities for granting of approval and permission for such modification or situation of any plan and the Developer shall deposit the sanction fees for building plan;

4. The Developer shall as early as possible after completion of the said building will deliver the Owner's Allocation by issued allotment letter to the respective owners as per their share over the Said Property, and only thereafter the Developer shall handover possession to the intending purchasers.
5. Three representatives of the owners namely Ranu Ghosh, Jayanta Bose and Debraj Mitra for self and on behalf of the remaining owners shall finalized and specify the Owner's allocation mutually with the Developers with respect to the owners' individual share upon the said property after deducting the area for re-instatement of the tenants in the new building(s), if it is necessary then the parties will enter into a separate written agreement which specify the aforesaid owner's allocation as per the sanction plan, and which shall be binding upon all the owners of the First Part herein, and it will be the obligation upon the three owner's representative to peacefully settle the matter without any differences and disputes.
6. That the Party of the Second Part/Developer after obtaining the sanction plan as well as vacant possession of the 'A' Schedule property shall construct the proposed building as sanctioned by the appropriate authority investing its own money and shall arrange to purchase all the necessary building materials means and labors for the purpose of raising and constructing the proposed building and the Second party/Developer also take responsibility for providing entire finance, execution and supervision for making the said construction and the party of the First Part/Owner shall have no responsibility and/or liability or obligation whatsoever with regards to finance in making said construction and all the expenses regarding staff salaries, wages, contractor bills etc. will be sole liability of the developer/Second Party and the First Party/Owner shall not be liable for any such payment whatsoever;

7. That the existing structure standing on the property described in the Schedule 'A' hereunder written shall be demolished and/or dismantled by the Developer as and when required and the developer is at liberty to use the same dismantled building materials for disposal as he desires, excluding the iron beams, and wooden frames and fixture, doors and windows which will be handed over the owners, but the Developers shall bear the cost of shifting of the building materials and accommodation and of drawing demarcation line by raising boundary wall and other in between the proposed new building and the surrounding other holdings for safety and security;
8. That it is also agreed by and between the parties hereto that the entire building will be constructed for both commercial and residential purpose within 4 (four) years from the date of registration of this agreement as well as obtaining complete vacant possession of the entire said property, however be it noted that if construction work is hampered due to natural calamity, any court case, any government order or any other reason which is beyond control of Developers then the Owner will be bound to extend the reasonable time up to complete resolution, final order or compliances of such order in favour of the Developer or such further reasonable time to address such other reasons which is beyond control of Developers if necessary thereafter for any such further delay due to the negligence on the part of the Developers, the owners will be compensated as per the current law.
9. That during the period of construction if any disputes or differences has been arise among the Owners with respect to the undisputed title over the said property or any court case is filed in this respect which delayed the construction job, the Owners will be liable to make good the title or resolved the disputes at their own cost and initiative, and within the frame work of this development agreement, and the construction delay occurred in this

respect will be considered by the Owners with such further grace period to re-instate the construction job.

10. The Owners shall make all the favors and cooperation with the Developers for obtaining any permission from any authorities which will be necessary for construction of proposed new building and other input and facilities required for the construction and enjoyment of the said new building for which the owner shall execute necessary Power of Attorney and/or authorization in favor of the Developer but the Developer will not be entitled to assign this Agreement.
11. All the cost, expenses and charges whatsoever shall be discharge by the Developer and the Owner shall bear no responsibility and liability in this connection.
12. That it is also agreed by the owners of the First Part that the Developer be at liberty to take the help of any financier or can apply for project/construction loan from any bank or other financial institutes upon the said property and the developer can form a partnership by taking any partner/partners or to engage any sub-contractor in the construction job during the period of this Agreement and in the case the Owner will not raised any objection in any manner and if it is required, they will further issue consent letter or no-objection letter in favour of the developer, but all the liability and responsibility with respect to such funding or loan shall be borne by the Developer.
13. The Developer/Promoter herein has every right and authority to comply with and take all necessary endeavor if applicable, for registration of this project with the Real Estate Regulatory Authority, a statutory authority constituted under the Real Estate (Regulation and development) Act, 2016, and

thereafter both the parties will bound to abide all the functions, rights and duties according to this Act.

ARTICLE X: ARBITRATION

That if any disputes or differences of opinion arise during the period of agreement the same shall be settled by three Arbitrators and one is to be appointed by the parties each and those two arbitrators will appoint the third Arbitrator /Umpire. The Arbitrators' decision will be final and binding upon the parties and such arbitration proceeding will be governed by Arbitration and conciliation Act, 1996. The venue of Arbitration will be within Kolkata;

ARTICLE-XI, OWNERS' OBLIGATION

1. The landowners doth hereby agrees and covenants with the developers not to cause any interference or hindrance in the construction of the building at the said premises by the developer/promoter, if any interference or hindrance is caused by the landowners or their agents, servants, representatives, to such construction then the landowners will be held liable for damages.
2. Owners will pay and bear all the expenses for filling-up/recovery of the broken down/shrunken landed area adjacent to the nearby pond.
3. Upon execution of this Agreement the owners shall deposit/handover all the original documents i.e. the Porchas, Khazna receipts, Tax receipts etc. and title deeds relating to the Said Property and the attested true copy of death certificate, legal heirs certificate etc. with respect to the said property to the Developers for their necessary compliances and the Developers will issue a written acknowledge letter in this respect to the Owners, all the aforesaid documents will be in the safe custody of the Developer, till the completion of the project and upon such completion the Developer will return all the aforesaid documents to the Owners.

1. The landowners doth hereby covenants with the developers/promoter not to do any deeds of things, whereby the developers/promoter may be prevented from selling, assigning and/or disposing of any of the Developer's Allocated portion in the building at the said premises in favour of the intending buyers of flats/apartments in the said building. The landowners further give undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility.
2. The landowners doth hereby agrees and covenants with the developer not to let out, grant, lease, mortgage, and/or charge or part with possession of the said premises or any portion thereof during the period of construction without the consent in writing of the developers/promoter on and from the date of execution of this agreement but the owners have the right to enter into agreement for sale in respect of their owner's allocation with the intending purchasers.
3. The landowner herein will no right, authority and power to terminate and/or determine this agreement.
4. No part of the said properties and/or premises is subject to any order of acquisition or requisition nor has any notice of acquisition or requisition been served upon the landowners.
5. The said properties and/or premises have not been subject to any notice of attachment under Public Recovery Act, or for payment of any Income Tax, Kh. zra, Panchayat Tax, Electricity bill or any statutory dues whatsoever till date if subsequently it found due then the Owners will be liable to pay the same.

9. The landowner herein undertakes not to create any kind of charges or mortgage including that of equitable mortgage by depositing the Title Deeds of the said premises/lands or any portion thereof at any time during the subsistence of this agreement.
10. The said properties and/or premises does not belong to any public work or any private work and/or Debottar property under any Trust private or public or any endowment.
11. That till date before the execution of this agreement, the landowners, herein has not entered into any Agreement for Sale/or Development Agreement of this types with any intending purchaser/developer respectively, it will solely be the responsibility and obligation for the landowners herein to deal with and make good all such third Party claim in this respect at their own cost and expenses and present promoter/developer will not bear any cost and expenses regarding that.
12. That immediately at the time of execution of these presents, the landowners herein will handover physical and identical possession of the said land/ premises to the promoter/developer herein without putting any question of whatsoever and howsoever nature.
13. If it is applicable for the Developer/Promoter herein to comply with Real Estate (Regulation and development) Act, 2016, then the Developer/Promoter of the Second part herein will take all necessary endeavor for registration of this project under the said Act, for which the owners will render their full assistance and co operation, thereafter both the parties will bound to abide by all the functions, rights and duties according to this Act

14. Owners will bear all costs and deposits proportionately for obtaining electricity connection(s) and electricity meter including all costs and deposits required to be made with CESC Ltd/WBSEB for their allocation and installation of new transformer in the said property.
15. Owners will pay deposits for maintenance calculated @ Rs.15/- per sq. ft of the built up area and deposits and charges towards maintenance for a period of one year from the date of handing over of their allocated portion, thereafter the said charges will be payable to the building association according to their determination and the owners will also jointly liable along with the other purchasers or co-owner to pay charges towards formation of Association/Holding organization.
16. Owners will pay all costs, charges and expenses towards standby generator, transformer and allied installation for their allocated portion proportionately.
17. Owners will pay towards Panchayat Taxes and Khazna as applicable with respect to their allocated portions of built up area after handed over their possession by the Developer.

ARTICLE-XII. DEVELOPERS OBLIGATIONS

1. The Developer doth hereby agree and covenant with the landowners not to violate or contravene any of the provisions of rule applicable to construction of the said buildings).
2. The Developer doth hereby indemnify against the payment of the Owner's Allocation within the New Building(s) as per the terms and condition herein mentioned.

ARTICLE-XIII. OWNER'S INDEMNITY

The landowners hereby undertakes that the Developers shall be entitled to the said construction and shall enjoy their allocated space without any interference or disturbance on the part of the landowner provided the developer/promoter perform and fulfill the terms and conditions herein contained and/or their part to be observed and performed.

ARTICLE-XIV, DEVELOPER'S INDEMNITY

The Developer hereby undertake to keep the landowner indemnified against all third party claim and actions arising out of any sorts of acts or omissions or commission of the developer/promoter in relation to the making of construction of the said building.

ARTICLE XV: FORCE MAJEURE

This Agreement and the clauses are subject to "force majeure" which means and include earthquake, flood, riot, water, storm, tempest, civil commotion, war, strike, lock-out, or restraining order from Court and other acts beyond the control of the parties hereto, at the duration whereof the obligation of the parties hereto shall remain suspended.

ARTICLE-XVI, MISCELLANEOUS

1. The landowner shall not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the developer/promoter shall be liable to make payment of the same and keep the landowners indemnify against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
2. In future for any additional construction of floor or floors upon the new buildings or any other construction of further sellable units which is beyond the present sanction plan, for such additional construction the owner's allocation and the developer's allocation will be same as per this agreement.

3. Any notice required to be given by the developer/promoter shall without prejudice to any other mode of service available be deemed to have been served on the landowners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due and shall likewise be deemed to have been served on the developer/promoter by the landowner if delivered by hand or sent by prepaid registered post to the registered office of the developer/promoter.
4. All the tax liability including GST will be borne by the parties in proportion to their respective allocations.
5. The Developer will pay works contract tax and other statutory levies before handing over of the project as may be applicable from time to time unless payment of such taxes /levies are specific obligation of the owners to pay.

ARTICLE-XVII, JURISDICTION

The court of Howrah/Kolkata shall have the jurisdiction to entertain and determine all action, suits and proceedings arising out of these present between the parties hereto.

THE FIRST SCHEDULE, SCHEDULE-'A' ABOVE REFERRED TO:

ALL that Pieces and Parcels of Basti land admeasuring about 92 Decimal or 10 katha 12 Chittaks and 2 sq.ft. more or less with a 700 sq.ft. of pucca aged and dilapidated structure, in R.S. Dag No. 417, R.S. khatian No. 404, now L.R. Dag No. 445 and now L.R. Khatian Nos. 65/1, 408/2, 571/1, 993/1, 1109, 1135/1, 1233/1, 560/1, 560/2, 1109, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511,

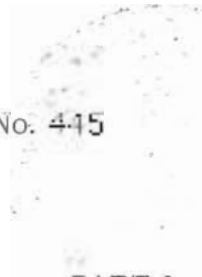
2512 (previously 1306/3, 1533/1, 198/2, 1145) lying and situated in Mouza-Andul, J.L. No. 29, P.S.-Sankrail, Additional District Sub-Registrar office-Ranchi, District and District Registrar office-Howrah, forming the Part-I and Part-II and part-III below, presently being butted and bounded as follows:-

By North : 12'-00" wide Panchayat Road, thereafter Gramya Hitakari Balika
Vidyalyaya

By South : P.W.D. area, Andul Road

By East : Mohiari Road

By West : Pond at L.R. Dag No. 445



PART-I

(Property inherited from Late Rajendra Nath Mitra)

ALL that Pieces and Parcels of Bastu land measuring about 87.15 Decimal or 52 Kattah 15 Chittaks and 18 Sq.ft. more or less, in R.S. Dag No. 417, R.S. Khatian No. 404, now L.R. Dag No. 446 and now L.R. Khatian Nos. 65/1, 408/2, 874/1, 993/1, 1109, 1135/1, 1233/1, 560/1, 560/2, 1109, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512 (previously 1306/3, 1533/1, 198/2, 1145) Mouza-Andul, J.L. No. 29, P.S.-Sankrail, District-Howrah, old dilapidated building standing thereon including all sorts of easement right annexed thereto and appurtenance

PART-II

(Property exclusively own by Debika Mitra by purchase)

ALL that Pieces and Parcels of Bastu land measuring about 4 Decimal or 2 Kattah and 8 Chittaks more or less in R.S. Dag No. 417, R.S. Khatian No. 404,

Mouza-Andul, J.L. No. 29, P.S.-Sankrail, District-Howrah, now L.R. Dag No. 446 and L.R. Khatian Nos. 574/1 together with an old dilapidated building standing thereon including all sorts of easement right annexed thereto and appurtenance presently being butted and bounded as follows:

PART III

(Property exclusively own by the Developer herein by purchase from Aloke Kr. Bose)

ALL THAT the undivided 7 Chittaks and 37.22 Sq.ft. of land out of total 88 Decimal more or less, with a 100 Sq.ft. dilapidated old structure standing thereon in R.S. Khatian No. 404, R.S. Dag No. 417, corresponding to L.R. Dag No. 446, in Mouza-Andul, J.L. No. 29, P.S.-Sankrail, R.S. No. 2036, Touzi No. 715, District-Howrah, now L.R. Khatian Nos. 2503 and 2504 (formerly 1533/1), within the limit of Andul Gram Panchayat, including all sorts of easement right annexed thereto and appurtenance.

THE SECOND SCHEDULE, SCHEDULE-'B' ABOVE REFERRED TO:

The Developer shall construct with good standard materials for fillings, floorings and fixtures duly approved by a reputed structural Engineer/Architect and particulars of materials for residential/Commercial building as mentioned hereunder, R.C.C. Foundation, Column, Beam and Slab using ISI specified TMT bars, and bricks of A grade, in super structures as per plan approved by a structural engineer 8" thick outside wall with both side plastering.

DOORS & WINDOW:

All doors frame shall be wooden and painted, all internal & external doors are 3/4" thick commercial faced flash door with mortise locks and other hardware

very good aluminum fittings. All windows shall be of steel with glass and grill fittings.

ROOMS:-

Floor : good quality of Marble flooring;
Wall & Roof : Plaster of Paris with primer finish;
Door & Windows : Primer paint finish;
Colored basin : in toilets and dining, drawing room

TOILETS:-

Floor white marble flooring with six inches marble base;
Walls: colored/white glazed ceramic tiles up-to a height of 5' 0" from the top of base balance portion of wall and roof with plaster of paris and primer finish;

KITCHEN -

Marble flooring with 6" marble base, platform slab 2" wide(Black Stone) balance wal. and roof with plaster of paris finish, 3' height designed glazed ceramic tiles from the platform and the black stone sinks.

SANITARY & PLUMBING:-

C.I. soil and rainwater pipe, plumbing in bathroom/toilet/kitchen with C.I and P.V.C pipes with cold water in concealed system with necessary fittings. All toilets provided with quality sanitary fittings with Aglo-Indian/European parts with PVC cistern, exhaust fan provision in all toilets and kitchen, all electrical accessories will be of standard specified ISI quality.

ELECTRIC WIRING & FITTINGS:-

Concealed wiring including switch board, switches with PVC wires in all rooms 5/15 amp. Adequate plug point in Bed Room, light, fan, TV and plug in all