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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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checked that the documents attached to
 this document are in accordance with the
 provisions of the Act and the
 document is the part of the documents

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Addl Distt. Sub Reg. Off.
 Barrackpore, 24 Pgs. 14
 20 FEB 2018

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this
 day of 20th of February, 2018 (Two Thousand Eighteen).

B E T W E E N

Sanjeev Kumar Das

Contd...P/2.

SRI SUDESHNU SINHARROY, PAN. ATHPS2766H, s/o Sri Debnarayan Singharoy, by faith - Hindu, by Nationality - Indian, by profession - Business, residing at. - Bara Kanthalia, P.O. - Sewli Telinipara, P.S. - Titagarh, Dist. North 24 Parganas, Pin. 700121, hereinafter called and referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs , executors , administrators , legal representatives and / or assigns) of the **FIRST PART**.

A N D

"THIKANA" PAN. AAMFT3851G ,a Partnership Firm having its office at C/O Joydeb Paul, 34(49/N) Surya Sen Sarani, P.O. Nona Chandanpukur, P.S. Titagarh, Dist. North 24 Parganas, Kol. 700122, represented by its partners namely (1) **MR. BISWAJIT ROY, PAN. AFLPR9529M**, son of Sri Swaroj Roy, residing at C 4MI Room III, C.M.D.A. Abasan, P.O. Sewli Telinipara, P.S. Titagarh, Dist. North 24 Parganas, Kol. 700121, (2) **MR. SUMAN CHATTOPADHYAY, PAN. ACOPC0160D**, son of Lt. Basudev Chatterjee, residing at 87/A, C- Road, Anandapuri, P.O. Nona Chandanpukur, P.S. Titagarh, Dist. North 24 Parganas, Kol. 700122,(3) **SRI AMIT MITRA, PAN. AIKPM3416G** , s/o Sri Santosh Kumar Mitra, residing at Surya Sen Sarani, P.O. Nona Chandanpukur, P.S. Titagarh, Dist. North 24 Parganas, Kol. 700122, (4) **SRI JOYDEB PAL, PAN. AGUPP2106J**, s/o Late Sonabasi Pal, residing at 34(49/N) Surya Sen Sarani, P.O. Nona Chandanpukur, P.S. Titagarh, Dist. North 24 Parganas, Kol. 700122, all by faith - Hindu , by Nationality - Indian , by

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occupation – Business, herein after jointly referred to as the "DEVELOPER" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-office , executors , administrators , representatives , assigns and/or nominees) of the

SECOND PART .

WHEREAS one Narayan Chandra Sadhukhan was absolute owner of 18 Satak Sali land lying and situated at Mouza- **TELINIPARA**, J.L. No. 10, Re. Sa. No. 73, Touzi No. 439, R.S. DAG No. 3378, R.S. Khatian No. 2913, under Sewli Gram Panchyet, P.S. – Titagarh, Dist. – North 24 Parganas, by way of purchase.

AND WHEREAS in this above process said Narayan Chandra Sadhukhan while so ceased and possessed the above mentioned property, on 03/01/1997 out of the above mentioned property sold and transferred **1 Katha 4 Chittak** land to the present owner i.e. First Part and through a registered deed of sale being No. 61, Book No. 1, Volume No. 2, Pages from 113 to 120, dated 26/09/1996, which was duly registered at the office of A.D.S.R. barrackpore, and on 26/09/1996 sold and transferred **5 kattah 6 chittak 38 sq. ft.** land to Sri Sumantak Singharoy, s/o Sri Debnarayan Singharoy of Bara Kanthalia, P.O. – Sewli Telinipara, P.S. – Titagarh, Dist. North 24 Parganas, Pin. 700121, through a registered deed of sale vide Book No. 1, Volume No. 142, Pages from 225 to 234, deed No. 5864, which was duly registered at the office of A.D.S.R. Barrackpore.

AND WHEREAS in this above process said Sri Sumantak Singharoy while so ceased and possessed the above mentioned property on 13/06/2007 gifted and

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Sudeshm Sinha Ray.

transferred above mentioned total property i.e. 5 kattah 6 chittak 38 sq. ft to his younger brother Sri Sudesnu Singharoy i.e. the owner herein through a registered deed of gift vide Book No. 1, Deed No. 4647, on 13/06/2007, which was duly registered at the Office of A.D.S.R. Barrackpore.

AND WHEREAS in this above process said Sri Sudesnu Singharoy i.e. the owner herein through these above mentioned two deeds became the absolute owner of the property measuring 6 kattah 10 chittak 38 sq. ft lying and situated at Mouza- TELINIPARA, J.L. No. 10, Re. Sa. No. 73, Touzi No. 439, R.S. DAG No. 3378, R.S. Khatian No. 2913, under Sewli Gram Panchyet, P.S. - Titagarh, Dist. - North 24 Parganas, and possessing and enjoying the same by mutating his name at the assessment registrar of Sewli Gram Panchyet and also at L.R. Record of B.L. & L.R.O. at L.R. Dag No. 3378, L.R. Khatian No. 4899, in Sali nature and thereafter vide Memo No. acaonv/83/BLRO/BKP-II/SODEPORE/18, Dated 06/02/18, the nature of the land is converted from shali to Bastu.

AND WHEREAS the above named owner of the First Part desirous to develop his property by way of raising a multi storied building comprising of certain shop garage/office rooms and residential flats upon the Schedule property .

AND WHEREAS the above named owner of the First Part have given an offer to the party of the Second Part urging him thereby to develop the said property by way of construction of a multi storied building subject to the approval by the local Sewli Gram Panchayet at the developer's own costs.

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Sudeshnu Singha Roy.

AND WHEREAS the Party of the Second Part having immense experience as builder and having sound financial capability has accepted the said offer of the party of the First Part so as to effecting development upon the said property after having due satisfaction relating to the right, title and interest of the owner of the First Part on terms and conditions let-down hereunder and has mutually agreed by and between the parties hereto.

AND WHEREAS for brevity and precision of this agreement following clarifications constituting thereby part of the agreement have been made.

NOW THIS AGREEMENT WITNESSETH and it is hereby agree upon by and between the parties hereto as follows :-

ARTICLE - I

DEFINITIONS :-

OWNERS : SRI SUDESHNU SINHARROY, PAN. ATHPS2766H, s/o Sri Debnarayan Singharoy, by faith - Hindu, by Nationality -Indian, by profession -Business, residing at. - Bara Kanthalia, P.O. - Sewli Telinipara, P.S. - Titagarh, Dist. North 24 Parganas, Pin. 700121, hereinafter called and referred to as the "OWNER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and / or assigns).

DEVELOPER : "THIKANA" PAN. AAMFT3851G, a Partnership Firm having its office at C/O Joydeb Paul, 34(49/N) Surya Sen Sarani, P.O. Nona Chandanpukur, P.S. Titagarh, Dist. North 24 Parganas, Kol. 700122,

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Sudeshnu Sinha Roy.

represented by its partners namely (1) **MR. BISWAJIT ROY, PAN. AFLPR9529M**, son of Sri Swaroj Roy, residing at C 4M1 Room III, C.M.D.A. Abasan, P.O. Sewli Telinipara, P.S. Titagarh, Dist. North 24 Parganas, Kol. 700121, (2) **MR. SUMAN CHATTOPADHYAY', PAN. ACOPC0160D**, son of Lt. Basudev Chatterjee, residing at 87/A, C- Road, Anandapuri, P.O. Nona Chandanpukur, P.S. Titagarh, Dist. North 24 Parganas, Kol. 700122, (3) **SRI AMIT MITRA, PAN. AIKPM3416G**, s/o Sri Santosh Kumar Mitra, residing at Surya Sen Sarani, P.O. Nona Chandanpukur, P.S. Titagarh, Dist. North 24 Parganas, Kol. 700122, (4) **SRI JOYDEB PAL, PAN. AGUPP2106J**, s/o Late Sonabasi Pal, residing at 34(49/N) Surya Sen Sarani, P.O. Nona Chandanpukur, P.S. Titagarh, Dist. North 24 Parganas, Kol. 700122, all by faith – Hindu, by Nationality – Indian, by occupation – Business, herein after jointly referred to as the **"DEVELOPER"** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-office, executors, administrators, representatives, assigns and/or nominees)

Sushama Sinda Prof.

SAID LAND : - ALL THAT piece and parcel of **Bastu land** measuring **6 kattah 10 chittak 38 sq. ft more or less** together with 100 sq. ft kancha structure standing there on including all fixture and fittings together with all easement right lying and situated at Mouza- **TELINIPARA**, J.L. No. 10, Re. Sa. No. 73, Touzi No. 439, R.S. & L.R. DAG No. 3378, R.S. Khatian No. 2913, L.R. Khatian No. 4899, under **Sewli Gram Panchayet**, P.S. – Titagarh, Dist. – North 24 Parganas, within the limits of A. D. S. R. O. Barrackpore .

BUILDING : shall mean and include the multi storied building to be constructed on the plot of **Bastu land measuring 6 kattah 10 chittak 38 sq. ft more or less** together with 100 sq. ft kancha structure standing there on including all fixture and fittings together with all easement right lying and situated at Mouza- **TELINIPARA**, J.L. No. 10, Re. Sa. No. 73, Touzi No. 439, R.S. & L.R. DAG No. 3378, R.S. Khatian No. 2913, L.R. Khatian No. 4899, under Sewli Gram Panchyet, P.S. – Titagarh, Dist. – North 24 Parganas, within the limits of A. D. S. R. O. Barrackpore ,

COMMON FACILITIES AND AMENITIES: shall mean and include , corridors , stair, stair cases , passages , if any drive ways , water pump , septic tank , open space surrounding the said holding , main gate , main entrance , caretaker room , main structure , pipe lines , drains , underground and over head water reservoir and main meter etc. and all other facilities which will be provided by the Developers in the said new building and proportionate share of land . Ultimate roof will be used by all the flat occupiers of the proposed building as common.

SALEABLE SPACE : shall mean the entire constructed area/space on all the floors in the said new multi storied building .

OWNER'S ALLOCATION : shall mean the Owner will get one **Garage** at the ground floor measuring **m/l 200 sq. ft. super built up area** at the back side in the said new multi storied building available for independent use by the owner after make due provisions for common facilities and space required thereof in addition with the above the owner will get nonrefundable Rs. – **1,15,00,000/-**

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Bhubhan Simha Prof.

(Rupees One Crore Fifteen Lakh) only , out of which Rs. 40,00,000/- (Rupees Forty Lakh) only already paid by the developer to the owner before registration of this Development agreement and out of the rest amount the developer will pay a sum of Rs. 20,00,000/- (Rupees Twenty Lakh) to the owner within 6(six) months from the date of execution of this Development Agreement and Development Power of Attorney, Rs. 20,00,000/- (Rupees Twenty Lakh) Within 9 (Nine) months from the date of execution of this Development Agreement and Development Power of Attorney, Rs. 20,00,000/- (Rupees Twenty Lakh) within 12(Twelve) months from the date of execution of this Development Agreement and Development Power of Attorney, Rs. 15,00,000/- (Rupees Fifteen Lakh) within 15(Fifteen) months from the date of execution of this Development Agreement and Development Power of Attorney. Be it mentioned here that all payment should be made after deducting T.D.S.

Endeshwari Saha Prof.

DEVELOPER'S ALLOCATION : shall mean except the owner's allocation the rest constructed area/ space on all the floors in the said new multi storied building available for independent use and occupation by the Developer or their men and agents after making due provisions for common facilities and the space required thereof .

THE ARCHITECT : shall mean such person or persons with requisite qualification who will be appointed by the Developers for designing and planning of the said new building .

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BUILDING PLAN : shall mean such plan prepared by the Architect for the construction of the said new building and sanctioned by the Govt. Authority or any competent authority having the power to doing the same .

TIME : shall mean the construction shall be completed positively within 30 (thirty) Month from the date of sanction of the plan , save and except , the work be prevented by any force majeure/ natural calamity /unwanted litigation.

NAME OF THE BUILDING : The name of the building is "MANJUSRI"

COMMENCEMENT

The agreement shall be deemed to have commenced with effect from the date of execution of this agreement .

OWNER'S RIGHTS AND REPRESENTATIONS

1. The owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property of Schedule mentioned herein below:
- i) There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling and Regulations) Act , 1976 .
 - ii) The Landowner hold all the original documents till the final installment is paid and is duty bound to produce the same before the intending purchaser/s and or before the competent authorities as and when the developers demand, but will be liable to handover all the original documents regarding the landed property which is the subject matter of this agreement to the developer at the time of payment of final installment.

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Sudhakar Srinivas Rao

DEVELOPER'S RIGHTS

1. The owners hereby grant subject to what have been hereunder provided exclusive right to the Developer to build upon and to exploit commercially that said plot of land and shall be able to construct the new commercial cum residential building thereupon in accordance with plan to be sanctioned by the Govt. Authority with or without any amendment and/or modification thereto made or caused to be made by the parties hereto and approved by the said any competent authority having the power to do it.

2. All applications , plans , papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authority or authorities shall be prepared and submitted by the Developer and also Developer shall pay charges and bears all fees including Architect's fees required to be paid or deposited for exploitation of the said property provided that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposits made by the Developers.

3. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owner of the said property or any part thereof to the Developers other than an exclusive license to the Developer to exploit the same in terms hereof and to deal only with the Developer's allocation in the proposed building in the manner hereinafter called .

4. The Developers have the right to demolish the old structure and sell out or taken away all the materials of the broken old structure in which the owners shall not make any claim or raise any objection.

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Sudhakar Limbu Prop.

5. The Developers also have the right to install any Wave Communication System upon the ultimate roof of the newly constructed building.

CONSIDERATION

In consideration of the owner having agreed to permit the Developers to exploit the said property and to construct a building in accordance with the plans to be sanctioned by the respective Govt. Authority and in accordance with the standard specification.

POSSESSION

The owners shall give free , quiet peaceful and unencumbered possession of the property simultaneously with the execution of this Deed of Agreement .

COMMON FACILITIES

1. The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accordingly from the date of handing over the possession of the land with building by the owners to the Developers .

2. As soon as the proposed building be completed within the time hereinafter mentioned that Developer shall give written notice to the owner for owner's allocation and there being no dispute regarding the completion of the building in terms of this agreement and according to the specification and plan thereof and certificate of the Architect being produced to the effect then after 30 days from the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all Panchayet and property taxes duties and other public outgoing and impositions whatsoever (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the owners allocation ,

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Sudhakar Srinivas Rao,

the said rates to be apportioned pro-rata with reference to the saleable space in the building if they are levied on the building as a whole.

3. The owner shall not do any act, deed or thing whereby the Developer shall be prevented from completion of construction work of the said building.

COMMON RESTRICTION

The owner's allocation in the proposed new building shall be subject to the same restriction on transfer and use as are applicable to the developer's allocation in the said new building intended for common benefits of all occupiers of the new building which shall include the following :-

1. The owners shall not use or permit to the use of the owners allocation in the said new building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose which may cause any nuisance or hazard to the other occupiers of the new building.

The Developer and his nominee/nominees shall, also, not to use or permit to the use of the developer's allocation in the new building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose which may cause any nuisance or hazard to the other occupiers of the new building.

2. All the parties shall abide by all laws, bye laws rules and regulations of the Government Statutory bodies and regulations of the Government, local bodies

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Buchem Saha Roy.

and association when formed in future as the case may without invading the right of the owners .

3. The respective allottee shall keep their respective allocation in the new building in good working condition and repairs .

4. Neither party shall throw or accumulate any dirty, rubbish , waste or refuse or permit the same to be thrown or accumulated in or around the new building or in the compounds corridors or any other portion or portions of the building .

OWNER'S OBLIGATION

1. The owners hereby agree and covenant with the Developer , not to cause any interference of hindrance in the construction of the building at the said property by the Developer.

2. The owner hereby agrees and covenants with the Developer not to do any act or deed or thing hereby the Developer may be prevented from selling , assigning and/or disposing of, any part or portion of the Developer's allocated portion in the building or of the said property save and except the right of property .

3. Provided that owner will follow the terms and conditions as specified in the agreement .

DEVELOPER'S OBLIGATION

The Developer hereby agrees and covenants with the owners

1. That the Developer shall complete the construction of the building within 30 (thirty) months positively from the date of sanctions of the building plan. The period of construction will be **extended up to 6 (six) months** if there is any force majeure/ natural calamity /unwanted litigation in respect of the property . If the

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Developers take the advance money or booking money from the intending Purchaser/Purchasers and subsequent thereto without completing the covenants i.e. the completion of the building fly away the whole liabilities and responsibilities in returning the money and/or punishment shall be borne by the Developer alone or in absence his heirs , successors , legal representatives and assigns will be held responsible and liable for the same .

2. Not to violate or contravene any of the provision or rules applicable for construction of the building .

3. That if the developers fails to pay any installment within the time as mentioned above the developers shall get 30 days as grace period and within that period is not able to pay that installment then shall pay to the land owner @ 9% p.a. interest on the un paid installment up to maximum 60 days, if the developer fails to pay that installment within above mentioned 90 days then the owner will take the shelter of law.

Specification of Work :-

STRUCTURE:- The building shall be design on R.C.C. foundation and structures with R.C.C. Columns , Beams and Slabs only made by TATA STEEL and brick wall of 3" , 5" & 8" dimension and good quality materials.

2). **Wall (brick work)** : External wall shall be 200 mm (8") thick (except kitchen and toilet position which will be 125 mm (5") thick) . Partition wall between the Flats and Corridor shall be 125 mm (5") thick . Internal partition wall in each flat shall be 75 mm (3") thick .

b). **Wall finish** : Outside wall shall be weather coated or similar types of colour finish. The inside wall of each flat shall be finished with putty.

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Sushama Saha Patil

- c) **Floors** : Living , Dining and Bed Room will be finished with Vitrified Tiles and Balcony, Kitchen and Toilet will be finished with Anti skid Tiles/ Marble but Staircase and Lobby will be finished with Mix of Tiles and Stone.
- d). **Doors** : Main door frame will be Sal wood and Veneer Polished Flush Door with Collapsible. Inside door frame will be Sal wood flush door.
- e). **Windows** : All windows shall be of Aluminum sliding window with full glass and M.S. grill to be fixed.
- f). **Kitchen** : At Kitchen , cooking platform with sink shall be furnished with Granite counter Ceramic tiles Dado shall be provided over cooking platform only at cooking area up to 2'-0" height. One Still Sink will be provided .
- g). **Toilet** : Ceramic tiles use in bathroom wall up to 6'-0" height .Reputed Company CP fittings, Good quality WC, Hot and Cold water points, Geyser point provisional in common toilet. The door of toilet shall be of PVC frame and panel.
- h). **Electrification** : Standard Switches , MCB of reputed make, Concealed Copper Wiring, provision of A.C. and T.V. point in Master Bed Room but T.V. point also in Living Room, Adequate light and fan points will be provided and selected inverter point (except A.C., T.V., Geyser, Fridge, & Plug Point) will be provided.
- i). **Balcony**: Will be constructed as per the design of the building.
- J) **Security System**: 24 Hours Security under CC Camera in the main door, Lift and Stair area.
- k) **Lift**: Will be Provided for all the Flat Owners of Reputed Make.

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Sudeshm Sarda Reg.

L) The Purchasers have to pay extra charges in the following manner :-

- i) Legal Charges, ii) Transformer Charges if any, iii) Maintenance Charges,
- iv) Extra Work Charges if any.

OWNERS INDEMNITY

1. The owners hereby undertake that the Developer shall entitled to the said construction and shall enjoy their allocated space without any interference and/or disturbances provided the Developer performs and fulfill all an singular the terms and conditions herein contained and/or its part to be observed and performed .

2. And also clear all kind of liabilities such as municipal tax , settlement rents etc. if any by his own cost till the date of signing of this agreement and if the Developer will get any adjacent plot and amalgamated with the said plot for the purpose of constructed the said multi storied building the owner has no right to raise any objection or create any disturbance and also does not demand any extra benefit .

3. And the owner also given a registered Development Power of Attorney in favour of the Developer or his nominated person .

4. The owners/purchasers will pay cost of Transformer in equal share of the said building and other required amount shall also be deposited for installation

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Sudhakar Simha Pr.

of separate electric meter for each flat for the use of the owners/Purchaser exclusively .

DEVELOPER'S INDEMNITY

1. The Developer hereby undertakes to keep the owners indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or in relation to the construction and sale of Developer's allocation of the new building .

2. The Developer hereby undertakes to keep the owners indemnified against all actions , suits , costs , proceedings and claim that may arise with regard to the development of the said premises and/or in the matter of construction of the said building .

3. The Developer hereby indemnify that the Developer , hereinbefore , will deliver the peaceful possession to the owner of the owner's allocated portion as mentioned hereinabove .

MISCELLANEOUS

1. The owners and the Developer hereto have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership amongst them . The parties hereto can proceed with this agreement .

2. Nothing in the presents shall be construed as a demise or assignment of conveyance in land by the owners of the said property or any thereof to the

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Sudesh Kumar Singh

Developer other right , title and interest in respect thereof in the Developer other than on exclusive license to the Developer of commercially exploit the same in the terms thereof , provided however the Developer shall be entitled to borrow money from any Bank or Banks only for Developer's allocated area without creating any financial liability on the owners or affecting and or be liable for payment of any due of such bank or banks and for that purpose the Developer shall keep the owners indemnified against all actions , suits , proceedings , costs , charges and expenses in respect thereof .

3. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served upon the owners if sent to under registered post with acknowledgement due at the address given in this agreement .

4. The owners hereby fully agrees that the Developer shall have the right to advertise , fix hoardings or sign board of any kind relating to the publicity for the benefit of exploitation of the new building from the date of execution of this agreement.

5. The original agreement , original title deed (after hand over by the owner), all other necessary documents and permissions in original from different proper authorities , original sanction plan , original tax receipt etc. in respect of the said property shall be kept at the office of the Developer for the inspection of the

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Sudhakar Siroha Roy.

intending purchasers subject to the above all original deeds and documents are to be treated as the property of the flat owners' association and duly hand over the same by the Developer to the said flat owners' association will be formed after completion of the total building .

6. As soon as the owner will hand over the possession of the land with building to the developer then the developer will broken the building and sale scrapes of the same and taken the sale value in which the owner does not make any dispute or make any objection.

7. The developer will arrange for electric connection from main line up to the new multi storied building and cost of the same will be bear by the purchasers in equal ratio.

8. That the approximate value of the property is Rs. 1,15,00,000/- (Rupees One Crore Fifteen Lakh) only.

FORCE MAJURE

1. The parties hereto are not considered to be liable for any obligation hereunder to the extent that performance of the relative obligation was prevented by any "Force measure" and this contract shall remain suspended during the duration of such measure , if any .

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Geetacharan Sinha Roy,

2. Force majeure shall floods , earth quake , riot , war storms , tempest , civil commotion , strikes , lockout and or any other act or commission beyond the control of the parties hereto affected thereby and non-availability of essential materials like cement , steel etc.

3. That the owner has no right to raise any objection with regard to this agreement or any part thereof except if .

JOINT OBLIGATIONS

1. The Developer shall develop and construct a multi storied building on the said land as per plan sanctioned by the Govt. Authority or any competent authority having the power to doing same on the said land.

2. The owner will put his name and signature in all lawful papers/ plans/ documents and deeds those may come on the way of the Developer for successful implementation of the project since the project will be promoted . And also , the owner will put his signature , as required time to time on the lawful papers , documents , forms , agreements on request or demand of the Developers for successful completion of the project .

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Zareesham Simha Roy.

FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Property hereby agreed)

ALL THAT piece and parcel of Bastu land measuring 6 kattah 10 chittak 38 sq. ft more or less together with 100 sq. ft kancha structure standing there on including all fixture and fittings together with all easement right lying and situated at Mouza- TELINIPARA, J.L. No. 10, Re. Sa. No. 73, Touzi No. 439, R.S. & L.R. DAG No. 3378, R.S. Khatian No. 2913, L.R. Khatian No. 4899, under Sewli Gram Panchyot, P.S. – Titagarh, Dist. – North 24 Parganas, within the limits of A. D. S. R . O. Barrackpore . Butted and bounded by :-

ON THE NORTH : R.S. Dag No. 3377 (p),

ON THE SOUTH : 60'-0" Barasat Road,

ON THE EAST : R.S. Dag No. 3378,

ON THE WEST : R.S. Dag No. 3378,

SECOND SCHEDULE ABOVE REFERRED TO
(OWNER'S ALLOCATION)

ALL THAT shall mean the Owner will get one Garage at the ground floor measuring 200 sq. ft. super built up area at the back side in the said new multi storied building available for independent use by the owner after make due provisions for common facilities and space required thereof in addition with the above the owner will get nonrefundable Rs. – 1,15,00,000/- (Rupees One Crore Fifteen Lakh) only , , out of which Rs. 40,00,000/- (Rupees Forty Lakh) only already paid by the developer to the owner before registration of this Development agreement and out of the rest amount the developer will pay a sum of Rs. 20,00,000/- (Rupees Twenty Lakh) to the owner within 6(six) months

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Gurdeep Singh Roy,

from the date of execution of this Development Agreement and Development Power of Attorney, Rs. 20,00,000/- (Rupees Twenty Lakh) Within 9 (Nine) months from the date of execution of this Development Agreement and Development Power of Attorney, Rs. 20,00,000/- (Rupees Twenty Lakh) within 12(Twelve) months from the date of execution of this Development Agreement and Development Power of Attorney, Rs. 15,00,000/- (Rupees Fifteen Lakh) within 15(Fifteen) months from the date of execution of this Development Agreement and Development Power of Attorney. Be it mentioned here that all payment should be made after deducting T.D.S.

THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

ALL THAT except the owner's allocation the rest constructed area/ space on all the floors in the said new multi storied building available for independent use and occupation by the Developer after making due provisions for common facilities and the space required thereof .

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Sushama Saha Roy.

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

SIGNED, SEALED & DELIVERED

In the presence of :-

1. *Susanta Sinha Ray* *Sudubna Sinha Ray*
Sp. late Almdra Karayam
Singha Ray
vill Sewli.
P.O. Sewli Balimipara
Dist. - 24 Parganas (W).

**SIGNATURE OF THE OWNER
FOR THIKANA**

2. *Sumit Mondal*
Barrackpore
P.S. Dagaah

1. *Arinmoy L M.*
2. *Sanam Chattopadhyay.*
3. *Anit Mili*
4. *Prayan Pal*

Partner
SIGNATURE OF THE DEVELOPER

Drafted & Prepared by :

Sri Pritam Kumar Sarkar
(Sri Pritam Kumar Sarkar)
Advocate
Barrackpore Court
Enrl. No. 1481/1995

Cont...p/24

RECEIVED of an from the within named Purchasers the within mentioned a sum of Rs.-40,00,000/- (Rupees Forty Lakh) only as and by way of advance/earnest money as per Memo of Consideration herein below written .

MEMO OF CONSIDERATION

<u>Date</u>	<u>RTGS/Ch. No.</u>	<u>Bank</u>	<u>Branch</u>	<u>Amount</u>
18.09.17	UTBIR92017091800178121			40,00,000/-

Rs. 40,00,000/-

(Rupees Forty Lakh) only .

Sudhakar Sinha Ray

Signature of the Owner

WITNESSES :-

1. *Susanta Srintha Ray*
S/o Late Atindra Chandra
vill - Seualy Srintha Ray
P.O - Seualy Balini pua
Dist - 2 + Pargana (or)
2. *Somit Mondal*
Bannackpore
P.S - Tidaganh

OFFICES OF THE A.D.S.R. - DIST. NORTH 24 PARGANAS
D.S.R.-BARASAT & P.A.-KOLKATA

STATUS : PRESENTANT

1. LEFT HAND FINGER PRINT NAME Sudsham Saha Roy.

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



Sudsham Saha Roy.

RIGHT HAND FINGER PRINT

SIGNATURE Sudsham Saha Roy.

2. LEFT HAND FINGER PRINT NAME Arjun Kumar Roy.

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



Arjun Kumar Roy.

RIGHT HAND FINGER PRINT

SIGNATURE Arjun Kumar Roy.

3. LEFT HAND FINGER PRINT NAME Suman Chattopadhyay.

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



Suman Chattopadhyay

RIGHT HAND FINGER PRINT

SIGNATURE Suman Chattopadhyay.

4. LEFT HAND FINGER PRINT NAME Amit Mitra

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



Amit Mitra

RIGHT HAND FINGER PRINT

SIGNATURE Amit Mitra

OFFICES OF THE A.D.S.R. - DIST. NORTH 24 PARGANAS
D.S.R.-BARASAT & R.A.-KOLKATA

1.

STATUS: PRESENTANT
 LEFT HAND FINGER PRINT

NAME Angu Pu

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



RIGHT HAND FINGER PRINT

SIGNATURE Angu Pu

2.

LEFT HAND FINGER PRINT

NAME

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



Space for Photo

RIGHT HAND FINGER PRINT

SIGNATURE

3.

LEFT HAND FINGER PRINT

NAME

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



Space for Photo

RIGHT HAND FINGER PRINT

SIGNATURE

4.

LEFT HAND FINGER PRINT

NAME

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



Space for Photo

RIGHT HAND FINGER PRINT

SIGNATURE