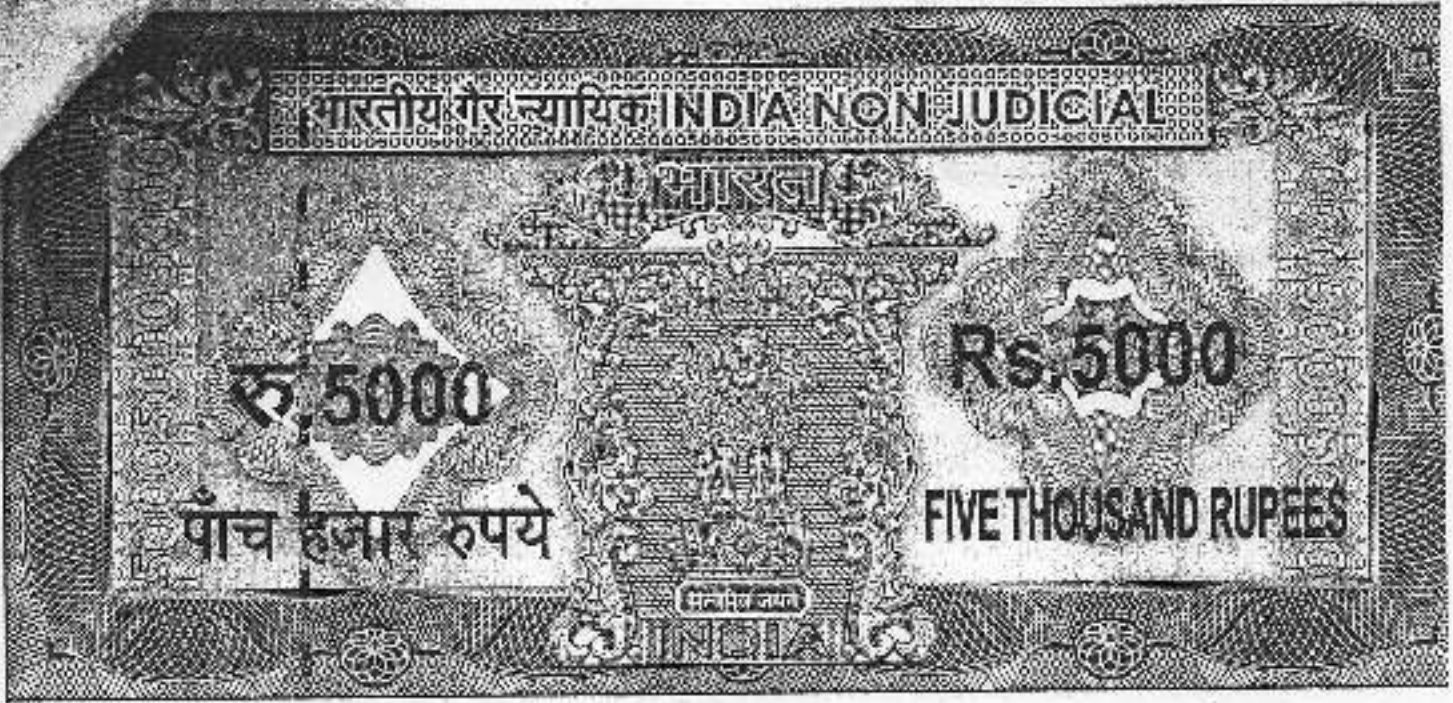


509

I

670/15



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

B 625768

B 625768

Certified that the document is a certified copy
 registration. The document is a certified copy and
 the amount of Rs. 5000/- is attached with
 this document.

Registrar II, P. No. 1
 District West Bengal II
 24 Pgs (N) Barabati

25 FEB 2015

Dr. Thirukumar Mondal
Registrar

Attestation

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 25th day of February,
 Two Thousand and Fifteen (2015).

BETWEEN

1. SRI PRITHWIS KUMAR NANDI, having PAN ADKPN5174D, Son of Jagadish Chandra Nandi, 2 SMT. MANIKA NANDI, having PAN AHIPN9222C, Wife of Sri Prithwis Nandi, both are resident of 6/1, Banamali Chatterjee Street, PS. Chitpur, Kolkata - 700002, at present residing at Flat No. 14, Kinkini Housing Co-Operative Society Limited, P-19E, C.I.T. Scheme VIII, Ultadanga Main Road, Kolkata - 700067, both are by faith - Hindu, by Nationality - Indian, by occupation - Service/Retired and Housewife respectively, hereinafter jointly called and referred to as the "OWNERS" (which terms and expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

AND

MESSRS UMA BUILDERS, a Proprietorship firm, having its office at 73, Bangur Avenue, Block C, P.S. - Lake Twon, Kolkata - 700055, District - North 24 Parganas, represented by its Sole Proprietor SRI NILESH ROHRA, having PAN ARUPR3837P, son of Sri Ashok Rohra, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 73, Bangur Avenue, Block C, P.S. - Lake Twon, Kolkata - 700055, District - North 24 Parganas, hereinafter called and referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-office, executors, legal representatives and assigns) of the "SECOND PART".

WHEREAS one Babar Ali Mondal, was the sole and absolute owner of ALL THAT piece and parcel of land measuring an area

*Rahimunnesa
Bibi*

of 61 Decimals, be the same a little more or less, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at MOUZA - GOPALPUR, J.L. No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas and absolutely seized and possessed the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said Babar Ali Mondal, died intestate leaving behind his only son Abdul Latif Mondal, two wives namely Mst. Rahimunnesa Bibi and Mst. Karimunnesa Bibi, as his legal heirs and successors, who jointly inherited the aforesaid property, according to Mohammedan Farayez and jointly seized and possessed the same.

AND WHEREAS according to the aforesaid inheritance, said Abdul Latif Mondal, became the sole and absolute owner of ALL THAT piece and parcel of land measuring an area of 54 Decimals, be the same a little more or less, out of 61 Decimals, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at MOUZA - GOPALPUR, J.L. No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas and thereafter sold, transferred and conveyed the same, in favour of Badsha Ali Mondal @ Badsha Gazi, by virtue of a Sale Deed, duly registered before the S.R.O. Cossipore DumDum and recorded in Book No. 1 Volume No. 135, Pages from 170 to

179, being No. 1752, for the year 1955 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said Badsha Ali Mondal @ Badsha Gazi, sold, transferred and conveyed the same, i.e. ALL THAT piece and parcel of land measuring an area of 54 Decimals, be the same a little more or less, out of 61 Decimals, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at MOUZA - GOPALPUR, J.L. No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favour of Pradip Kumar Das and Sudhansu Kumar Das, by virtue of a Sale Deed, duly registered on 08/06/1955, before the S.R.O. Cossipore DumDum and recorded in Book No. I, Volume No. 53, Pages from 173 to 176, being No. 5403, for the year 1955 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over their inherited property, said Mst. Rahimunnesa Bibi and Mst. Karimunnesa Bibi, jointly sold, transferred and conveyed the same, i.e. ALL THAT piece and parcel of land measuring an area of 07 Decimals, be the same a little more or less, out of 61 Decimals, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at MOUZA - GOPALPUR, J.L. No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport,

A.D.S.R.O. Bidhannagar. (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favour of **Ratikanta Hazra**, by virtue of a Sale Deed, duly registered on 01/07/1956, before the S.R.O. Cossipore DumDum and recorded in Book No. I, Volume No. 101, Pages from 128 to 129, being No. 6709, for the year 1956 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said **Pradip Kumar Das, Sudhangsu Kumar Das, and Ratikanta Hazra**, jointly sold, transferred and conveyed a portion, i.e. ALL THAT piece and parcel of land measuring an area of **18 Cottahs 10 Chittacks** be the same a little more or less, out of 61 Decimals, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at MOUZA - GOPALPUR, J.L. No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favour of **Swapan Kumar Mondal and Rupchand Ghosh**, by virtue of a Sale Deed, duly registered on 20/09/1983, before the R.A. Kolkata and recorded in Book No. I, being No. 9580, for the year 1983 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said **Swapan Kumar Mondal and Rupchand Ghosh**, jointly sold, transferred and conveyed a portion, i.e. ALL THAT piece and parcel of land measuring an area of **05 Cottahs**, be the same a little more or less, out of 18 Cottahs 10 Chittacks out of 61 Decimals, comprising in Sabek Dag No. 3801, corresponding

to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at MOUZA - GOPALPUR, J.L. No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favour of **Shib Prasanna Biswas** and **Shakti Prasanna Biswas**, by virtue of a Sale Deed, duly registered before the A.D.S.R.O. Cossipur DumDum and recorded in Book No. I, being No. 698, for the year 1984 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said **Shib Prasanna Biswas** and **Shakti Prasanna Biswas**, jointly sold, transferred and conveyed a portion, i.e. ALL THAT piece and parcel of land measuring an area of 02 Cottahs, be the same a little more or less, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at MOUZA - GOPALPUR, J.L. No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favour of the OWNERS herein, by virtue of a Sale Deed, duly registered on 07/11/1985 before the R.A. Kolkata and recorded in Book No. I, Volume No. 355, Pages from 136 to 144, being No. 15751, for the year 1985 and delivered the peaceful possession over the same.

AND WHEREAS by virtue of aforesaid Sale Deed, the OWNERS herein, became the joint absolute owners of ALL THAT piece and parcel of land measuring an area of 02 (Two) Cottahs,

be the same a little more or less, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at MOUZA - GOPALPUR, J.L No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, morefully and particularly described in First Schedule hereunder written and the owners have every right, title and interest over the said property free from all encumbrances, liens, charges and mortgages whatsoever.

AND WHEREAS the present Owners herein decided to develop the aforesaid and below mentioned First Schedule property measuring an area of 02 (Two) Cottahs, be the same a little more or less, but due to insufficient fund and pre-engagement of their respective work and due to lack of finance and lack of technical expertise the Owners herein could not construct building and / or buildings on the said plot of land and were searching for a reputed Promoter/ Developer who would construct multi-storied building on the said land under certain terms and conditions inter alia at its own costs and expenses after obtaining necessary sanction from the competent authority and knowledge the very intention of the Owners to allow them to construct the said proposed multi-storied building on their land which the Owners herein has accepted the same and have jointly decided to enter into a Development Agreement with the Promoter / Developer herein.

AND WHEREAS the Owners herein have agreed to develop a multi-storied building over the said landed property with a view to erect new multi-storied building thereon comprising flats, shops

etc.

Prithwish Kumar Nandy
Monika Nandy

Prithwish Kumar Nandy

AND WHEREAS the Land Owners herein assure the Promoter/ Developer herein to deliver the original papers in respect of the said land to the Promoter / Developer herein at the time of execution of these presents without being provoked and / or influenced by any third parties and the Promoter / Developer will start construction of the said proposed multi-storied building at its own costs and expenses immediately after the sanction of the said proposed sanctioned plan from the local Municipal authority concern in the name of the Owners, upon handing over peaceful vacant possession of the land by the Land Owners herein to the Promoter / Developer herein along with signing of Possession Letter in favour of the Promoter / Developer herein.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed upon by and between the parties hereto the following terms and conditions.

ARTICLE - I. DEFINITIONS

In this present unless there is anything repugnant to or inconsistent with :-

1.1 **OWNERS** shall mean and include 1. **SRI PRITHWISH KUMAR NANDY**, AND 2. **SMT. MONIKA NANDY**, and their legal heirs, representatives and assignees.

DEVELOPER / PROMOTER shall mean **MESSRS UMA BUILDERS**, a Proprietorship firm, represented by its Sole Proprietor **SRI NILESH ROHRA**, and its representatives and assignees.

1.2 **TITLE DEEDS** shall mean all the documents of title relating to the said premises which shall be handed over in original

Richard Kumar
Member

Atulya Kumar

to the developer at the time of execution of this agreement.

1.3 **TOTAL LAND / PREMISES** shall mean the entire area of land i.e. **ALL THAT**, piece and parcel of land measuring an area of 02 (Two) Cottahs, be the same a little more or less, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at **MOUZA - GOPALPUR**, J.L No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, morefully and particularly described in First Schedule hereunder written.

1.4 **BUILDING** shall mean ground plus four storeyed (G+4) or any other floors as per available Sanctioned floors mainly for residential and commercial building which is to be constructed on the said premises as per sanctioned Plan of the Rajarhat-Gopalpur Municipality.

1.5 **COMMON AREA FACILITIES AND AMENITIES** shall include corridors, stair-ways, passage-ways, drive-ways, common lavatories, pump room, underground water reservoir, overhead water tank, water pump and motor, roof, lift and other facilities attached thereto.

1.6 **OWNERS' ALLOCATION** shall mean as follows :

The Land Owners herein shall entitled to get two residential flat, each of them measuring Covered area of 570 Sq.ft. corresponding to 725-750 Sq.ft. (including Super built-up/Saleable Area) more or less and one Garage measuring 120 Sq.ft. more or

Handwritten notes: "Rajesh Kumar" and "Nandika" written vertically.

Handwritten initials: "Rajesh" written diagonally.

less, out of the proposed multi-storied building, alongwith the proportionate right, title and interest and common facilities attached with the proposed construction of the new building thereon.

Except the aforesaid constructed area, the Owners also entitled to get a total sum of Rs. 3,00,000/- (Rupees Three Lakhs) only as refundable money from the Developer herein, which is paid by the Developer at the time of the execution of this agreement.

THE owners herein shall refund the aforesaid amount of Rs. 3,00,000/- (Rupees Three Lakhs) only before taking the peaceful possession of Owners Allocated portion.

1.7 DEVELOPER'S ALLOCATION shall mean the remaining entire constructed area in the proposed building to be constructed on the said premises after deducting the Owner's Allocation including proportionate share of the common facilities and amenities of the proposed building.

1.8 THE ARCHITECT shall mean such qualified Architect / Architects who being appointed by the Developer shall design and plan the building on the said premises and obtain the required sanctioned for construction of such building from the appropriate authorities.

1.9 BUILDING PLAN would mean such plan to be prepared by the Architect for the construction of the building and to be sanctioned by the Rajarhat-Gopalpur Municipality with such addition, alteration or modification as may be made by the Developer from time to time.

1.10 TRANSFER with its grammatical variations shall include transfer by possession and by any other means adopted for

effecting legally transfer of five storied building to purchasers and Owners thereof.

1.11 TRANSFeree shall mean a person, firm, limited company, Association of persons to whom residential Flat/ Flats or space in the Building has been transferred.

1.12 WORDS INTERPRETATION : Singular shall include plural vice versa and masculine include feminine and neuter gender as vice versa.

ARTICLE - II. COMMENCEMENT

2.1 This Agreement shall be deemed to have commenced with effect from the date of execution of this Agreement and the building will be completed within 24 (Twenty Four) months from the date of sanctioned Building Plan of Rajarhat-Gopalpur Municipality. The aforesaid period will be extended for 06 (Six) months for any natural calamities and/or other unavoidable circumstances.

ARTICLES - III. OWNERS' RIGHT AND RESTRICTIONS

3.2 The Owners hereto has declare that he has absolutely seized and possessed of and / or well and sufficiently entitled to the land measuring an area of .02 (Two) Cottahs, be the same a little more or less, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at MOUZA - GOPALPUR, J.L. No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas,

Prithvi Kumar
Nawika

20/12/20

3.3 The said premises is free from all encumbrances, charges, liens, lispendents, attachments, trusts, acquisition, requisitions whatsoever or howsoever subject to what have been stated hereinbefore and the Owners have good and marketable title in all respect of the said premises.

3.4 That the Owners is entitled to sell, convey and transfer the Owners' Allocation after getting possession from the Developer as per terms of this Agreement.

3.5 No part of the said property and / or premises is subject to any order of acquisition or requisition nor any notice of acquisition or requisition has been served upon the Owners.

ARTICLE - IV. DEVELOPER'S RIGHTS

4.1 The Owners hereby granted subject to that has been hereunder provided, exclusive right to the developer to develop the said premises by way of constructing a multi-storied building thereon in accordance with the building plan to be sanctioned by the Rajarhat-Gopalpur Municipality with or without any amendment and / or modification thereto made or caused to be made by the parties hereto.

4.2 All applications, declarations, Deed, Plans and other papers and documents, as may be required by the Developer for the purpose of developing and obtaining necessary sanction or permission from the appropriate authorities concern, shall be prepared and submitted by the Developer on behalf of the Owners. If the Owners signature is required then Owners will bound to further signature on such documents and papers. The developer shall pay and bear all fees cost and expenses out of his own fund

Pravin Kumar Member
Manilla Member

Chitra

including Architect's fees charges expenses required to be paid or deposited for the purpose of entitled to all refunds or all payments and / or deposits made by the Developer on behalf of the Owners on production of supporting papers in case this agreement fails.

4.3 It is made clear that save and except the share of the Owners in the proposed building as mentioned hereinbefore all other area, floors and flats will be the property of the developer herein and if the developer so desires, it could be disposed of by itself to the prospective buyers at any consideration or price at the sole discretion of the Developer.

4.4 Nothing in these presents shall be construed as assignment or conveyance in law by the Owners at this stage but the Developer shall have right to mortgage before any Financial Institution in respect of the Developer's Allocation in the said premises or any party thereof and the Developer shall have right, title or interest in the Developer's Allocation on the basis of this Agreement and exclusive licence to the developer hereby given to develop the same in terms hereof and to deal with the developer's allocation.

4.5 The registration of Sale Deed of any unit or portion of the Developer's Allocation will be registered by the Developers as the Constituted Attorney of the Land Owners herein in favour of any intending purchaser and in this regard the Developer shall have absolute right to take earnest money, advance and/or total consideration amount from any intending buyers in respect of any unit out of the Developer's Allocation and the Land Owners herein agreed with the same.

ARTICLE - V. PROCEDURE

5.1 The Owners herein shall execute and make necessary steps for registration of an irrevocable Development Power of Attorney and/or give necessary authority in writing in favour of the Developer or its nominated person or persons without raising any question in this regard for smooth construction of building work on the said property and/or obtaining sanctioned building plan on the express assurance given by the Developer that in event the Owners shall be responsible for any acts, deeds or things done by the Developer by virtue of such authority.

The aforesaid Development Power of Attorney should be registered in favour of the Developer herein on the date of execution of this agreement by the Owners herein and simultaneously the Land Owners herein shall hand over the Original Title Deeds and other documents in respect of the aforesaid property in favour of the Developer on the same date. The Developer shall bound to return back the said documents in favour of the Land Owners herein after completion of the proposed multi-storied building.

ARTICLE-VI. DEALINGS OF SPACES IN THE BUILDING

6.1 The Developer shall on completion of the flats in respect of the Owners' Allocation in the building, put the Owners undisputed possession of the Owners' allocation TOGETHER WITH the right to use in common for the common facilities and amenities to be enjoyed proportionately with other Owners of Flat or Flats.

6.2 The Owners will be entitled to transfer or otherwise deal with the Owners' allocation in the building on the same

conditions and covenants as per transfer Deed of the Developer's Allocation.

6.3 The developer being the party of the second part shall be at liberty with exclusive right and authority to negotiate for the sale or the transfer of floors/flats together with proportionate share of land, excluding the space provided for Owners' allocation, as mentioned hereinbefore, of the said proposed building on the said premises with any prospective buyer/s before or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/s as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the developer and the Owners herein will have no right and share and will not be entitled to claim any portion thereof.

6.4 The developer shall execute the deed of conveyance or conveyances in favour of the intending purchaser or purchasers from the developer's allocation of the building on behalf of the Owners on the strength of the Registered Development Power of Attorney which will be executed in favour of the Developer or their nominated person, through the Developer's Advocate Mr. Biswajit Poddar PROVIDED HOWEVER the costs of the Deed of Conveyance or Conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending purchaser or purchasers.

ARTICLE - VII. BUILDINGS

7.1 The Developer shall at its own costs construct erect

Handwritten notes:
① This is the
condition
② See page 15

and complete the building at the said premises in accordance with the sanctioned plan with modification or variation thereof with such materials and with such specification as are mentioned in the Second Schedule hereunder written and or as may be recommended by the Architect from time to time.

7.2 Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto be provided which are not inferior to the standard as mentioned in the Municipal building Laws.

7.3 The Developer shall at its own costs and expenses and without creating any financial or other liability to the Owners, construct and complete the said proposed building and various units / flats and / or apartments therein in accordance with the sanctioned building plan.

ARTICLE - VIII. COMMON FACILITIES

8.1 The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due and as on and from the date of execution of this Agreement and all arrear dues and charges to be borne by the Owners.

8.2 As soon as the Owners' Allocation in the building is completed, the developer shall give written notice to the Owners requiring the Owners to take possession of the Owners' allocation in the building. After 30 days from the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for payment of all Municipal and property taxes rates duties and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates")

payable in respect of the Owners' allocation, the said rates to be apportioned prorata with reference to the saleable space in the building if any are levied on the building as a whole.

8.5 The Owners shall not do any act deed or thing whereby the developer shall be prevented from construction and completion of the said building as per approved plan or due modification or variation thereon.

8.6 Both the developer and the Owners herein shall enjoy their respective allocations / portions in the said building under their respective allocations / portions in the said building under their occupation forever with absolute right of alienation transfer, gift, etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances and shall pay all the taxes, fees and charges according to their proportion of measurement.

ARTICLE - IX. COMMON RESTRICTION

The Owners's allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the same restrictions and use as is applicable to the developer's allocation in the building intended for common benefits of all occupiers of the building which shall include as follows : -

9.1 Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity not use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

9.2 Neither party shall transfer or permit to transfer

Prakash Kumar
Naik

Chal

of their respective allocations or any portion thereof unless

a) Such party shall have observed and performed all terms and conditions on their respective part to be observed and / or performed.

b) The proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all charges, taxes, fees whatsoever shall be payable in relation to the area in each of their respective possession.

9.4 Both parties shall abide by all law, bye-laws, rules and regulations of the Government, statutory bodies and / or Local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and / or breach of any of the said laws, bye-laws, rules and regulations.

9.5 Neither party shall throw garbage nor any dirt or rubbish in the common spaces.

ARTICLE -X. OWNERS' OBLIGATIONS

10.1 The Owners doth hereby agree and covenant with the developer not to cause any interference or hindrance in the lawful construction of the said building at the said premises by the Developer. If any interference or hindrance is caused by the Owners or their agents, servants representatives causing hindrance or impediment to such construction the Owners will be liable for damages.

10.2 The Owners doth hereby covenant with the developer ~~not to do any act deed or thing~~ whereby the developer may be

prevented from selling, assigning and / or disposing of any of the developer's allocated portion in the proposed building at the said premises in favour of the intending buyers of flats / apartments in the said building. The Owners further give undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility.

10.3 The Owners herein will have no right, authority and power to terminate and / or determine this agreement as well as till the date of transfer or sale of the said flats on the said buildings. If the Owners revoke the said Development Power of Attorney then the Owners shall have full liability and responsibility to pay all the expenses, charges and damages to the Developer immediately to that effect. If the Developer fails to complete the said proposed building as stated above on that event Owners shall allow six months more to complete the said proposed building.

10.4 The Owners herein undertake not to create any kind of charges or mortgages 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 if do so shall be fully liable to compensate the Developer.

10.5 That the Owners shall be liable and responsible for litigation if any arise due to defects of title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party or by contiguous land Owners, then the Developer will be entitled to get compensation and cost of litigation from the Owners which will be incurred by the Developer during such litigation.

10.6 That the Owners hereby agreed with the developer that

if the Owners want to do additional works of their allocation then the extra charges will be paid by the Owners to the Developer immediately before such extra work and the Developer will complete the said work through his men and agent during the construction of the Building.

10.7 That the Owners hereby agreed with the developer that if the Developer shall develop the below schedule property alongwith the adjacent plot of land of Partha Pratim Roy by amalgamating the same, on that event the Owners herein shall co-operate with the same in all respects.

ARTICLE -XI. DEVELOPER'S OBLIGATIONS

11.1 The Developer hereby agrees and covenants with the Owners not to transfer and / assign the benefits of this agreement or any part thereof without the consent in writing of the Owners. But the Developer shall have right to take partner for completion of the said project.

11.2 The Developer hereby agrees and covenants with the Owners not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

11.3 The Developer hereby agrees and covenants with the Owners not to do any act deed or things whereby the Owners are prevented from enjoying selling assigning and/or disposing of any part of the Owners' allocations in the building at the said premises.

ARTICLE -XII. OWNERS' INDEMNITY

12.1 The Owners hereby undertake that the Developer shall be entitled to the said construction subject to the good and marketable goods and materials and shall enjoy their allocated

portions would be more fully and particularly delineated in the Map or Plan without any interference and/or disturbances whatsoever.

ARTICLES - XIII, DEVELOPER'S INDEMNITY

13.1 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sorts of act or omissions or commissions of the developer in relation to the making of construction of the said new building strictly in terms of the plan to be sanctioned by the Rajarhat-Gopalpur Municipality on that behalf and all liabilities, accident occurs dispute arises, payments of dues, if any, etc.

ARTICLE - XIV. MISCELLANEOUS

14.1 The Owners and the developer have entered into the Agreement purely as a contract on the basis of this Joint Venture Agreement and under any circumstances this shall not be treated as partnership and /or Associations of persons in between the Owners and the developer.

14.2 It is also agreed by and between the parties that the Owners shall not be liable for any dispute with regard to any contract by and between the developer and labour, contractor or intending purchasers. It is further agreed that for better interest of the intending purchasers Owners will put their signature on the Sale Agreement without seeing the consideration money.

14.3 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 on the Owners if delivered by hand and duly acknowledge or set by prepaid registered post with acknowledgement due and shall likewise be deemed to have been served on the

Patil's Kumbhar
Mumbai
Patil

developer by the Owners if delivered by hand or sent by pre-paid registered post to the registered office of the developer.

14.4 The Developer shall frame scheme for the management and administration of the said building and/or common parts thereof. The Owners hereby agree to abide by all the rules and regulations to be framed by any society / association / holding / organisation and/or any other organisation who will be in charge of such management of the affairs of the building and / or common parts thereof and hereby give their consent to abide by such rules and regulations, it is made clear that the Owners and proposed purchasers of the respective flat shall maintain the said building after the hand over possession to the prospective buyers by the Developer.

14.5 The name of the building shall be made on mutual consent by the parties hereto.

14.6 If the Developer herein, shall develop the adjacent plot of land, on that event the Owners herein shall co-operate with the developer in all respect to do the same.

14.7 The building proposed to be constructed by the Developer shall be made in accordance with the specifications morefully and particularly mentioned and described in the Second Schedule hereunder written.

14.8 It is made clear that the Owners shall have no right, title and interest in respect of the roof of the proposed building till obtaining completion certificate of the building. Prior to that Owners shall have right to ingress and egress for T.V. Antenna or other fittings thereto and other urgent necessary purpose only.

ARTICLE - XV. FORCE MAJEURE

15.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative objections prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".

ARTICLE -XVI. PANEL CLAUSE

16.1 It is made clear that if the Developer fails to complete the Owners' Allocation within the stipulated period of 24 (Twenty Four) months stated above then the Developer will pay compensation to the Owners jointly a Allocation and the Developer shall take Completion Certificate of the Building from the Rajarhat-Gopalpur Municipality and copy of the same will handover to the Owners as early as possible.

16.1 Both the parties herein agreed that if any dispute arises in between the parties in regard to the terms and conditions of this Agreement then the parties shall have right to settle the dispute amicably at first if failed to do so then the aggrieved party shall inform the matter to other in writing before taking any legal steps to each other.

16.2 Notwithstanding any thing contained hereinabove both parties shall have the right to use for Specific Performance of this Contract against the other.

ARTICLE -XVII : JURISDICTION

17. The Courts of North 24 Parganas alone shall have the jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties

Pratima Kumar Mondal
North 24 Parganas
Calcutta

hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring an area of 02 (Two) Cottahs, be the same a little more or less, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lying and situated at MOUZA - GOPALPUR, J.L. No. 2, Re.Su. No. 140, Touzi No. 2998, within the local limits of Rajarhat Gopalpur Municipality, Ward No. 3, Bablatala Road, Police Station - Airport, A.D.S.R.O. - Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, butted and bounded by

- ON THE NORTH : *Sriku Roy & ors.*
- ON THE SOUTH : *Arun Mandal.*
- ON THE EAST : *12' Common Passage.*
- ON THE WEST : *Others Land.*

Pratima Kumar Mondal

THE SECOND SCHEDULE ABOVE REFERRED TO

OWNER'S ALLOCATION

The Land Owners herein shall entitled to get two residential flat, each of them measuring Covered area of 570 Sq.ft. corresponding to 725-750 Sq.ft. (including Super built-up/Saleable Area) more or less and one Garage measuring 120 Sq.ft. more or less, out of the proposed multi-storied building, alongwith the proportionate right, title and interest and common facilities attached with the proposed construction of the new building thereon.

Except the aforesaid constructed area, the Owners also entitled to get a total sum of Rs. 3,00,000/- (Rupees Three Lakhs) only as

refundable money from the Developer herein, which is paid by the Developer at the time of the execution of this agreement.

THE owners herein shall refund the aforesaid amount of Rs. 3,00,000/- (Rupees Three Lakhs) only before taking the peaceful possession of Owners Allocated portion.

DEVELOPER'S ALLOCATION

Developer's Allocation shall mean the remaining entire constructed area in the proposed building to be constructed on the said premises after deducting the Owner's Allocation including proportionate share of the common facilities and amenities of the said building.

THE THIRD SCHEDULE ABOVE REFERRED TO

SPECIFICATIONS

1. **STRUCTURE** : Building designed with R.C.C Frame structure which rest on individual column, design approved by the competent authority.
2. **EXTERNAL WALL** : 5"/8" thick brick wall and plastered with cement mortar,
3. **INTERNAL WALL** : 5"/3" thick brick wall and plastered with cement mortar
4. **FLOORING** : flooring is of Anti-Skid Tiles with 6" skirting.
5. **BATH ROOM** : Bath Room fitted up to door level with glazed tiles of standard brand.
6. **KITCHEN** : Cooking platform and sink (Stainless steel) with tap will be of black stone 2'-6" height glazed tiles above the platform to protect the oil spot.

Prathima Kumar
Moulika
@

7. **TOILET** : One toilet of Indian type with white pan, and other toilet of Western type white commod of standard brand with standard P.V.C. Cistern. All fittings are in standard type. One hand wash basin of standard brand is in dinning space of the flat

8. **DOORS**: All doors are flush doors. Hash bolt and peep hole on main entrance door.

9. **WINDOWS**: Aluminium sliding window with glass fitting. MS Grill will be provided in the windows.

10. **WATER SUPPLY**: water supply around the clock is assured for which necessary Submersible Pump will be instafled.

11. **PLUMBING**: Toilet concealed writing with two bibcock, one shower, in toilet, fittings are good quality.

ELECTRICAL WORKS :

1. Full concealed wiring with copper wire. Gauge the switch of the electrical goods are of standard ISI quality.

2. in Bed room: Three light points, Two 5 amp plug point, one fan point, one air conditioned & one computer point with proper electrical gadgets.

3. Living/dining room: Three light points, one fan point, two 5 amp plugs, two 15 amp plug points (as per required location]

4. Kitchen: One light point, one exhaust fan point and one 15 amp plug point.

5. Toilet: one light point, one 15 amp. Plug point & one exhaust fan and one geyser point.

6. Verandas: One light point & one 5 amp plug point

(Page:27)

7. One light point at main entrance

FINISHING AND WHITEWASH :

- a) Inside wall of the flat will be finalised with plaster of Paris and external wall with super snowcem or equivalent
- b) All door and windows frame and shutter painted with two coats white primed

EXTRA WORK : Any work other then specified above would be regarded as extra work which would have to settle mutually.

MONEY RECEIPT

RECEIVED from the Developer a sum of Rs. 3,00,000/- (Rupees Three Lakhs) only by Cash/Cheque.

Rs 300000/- by Cheque being no 000033 dt. 25.2
of Bank of Baroda, Tughoria Branch.

Prithvi Kumar Nandi
Manika Nandi

↓
SIGNATURE OF THE OWNERS

Prithvi Kumar Nandi
Manika Nandi

Prithvi Kumar Nandi

Prithvi Kumar Nandi
Manika Nandi

Prithvi Kumar Nandi
Manika Nandi

Manika Nandi

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

WITNESSES :

1. Tapan Biswas
Dist. Judges Court
Barasat

Prithvi Kumar Nandi

Manika Nandi

SIGNATURE OF THE OWNERS

2. *Handwritten signature*
Handwritten signature

Handwritten signature

SIGNATURE OF THE DEVELOPER













Drafted by:

Handwritten signature
W. B. / 104 / 99
Biswajit Poddar
Advocate,
Dist. Judges' Court,
Barasat, North 24 Pgs.

Letter Settings:

Handwritten initials
(Kuntal Singha Roy)
Barasat Court.

RULE 44A OF THE I.R. ACT 1908

	RING	MIDDLE	FORE	THUMB	
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					













ডান হাত

Fathima Kumari Nandi

Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name.....

LITTLE	RING	MIDDLE	FORE	THUMB	
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					













ডান হাত

All the above fingerprints are of the above named person and attested by the said person.



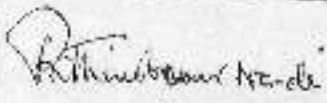
Manika Nandi

Signature of the Presentant



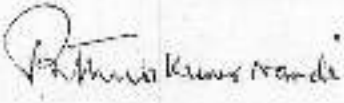


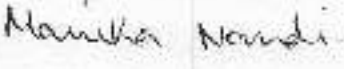



(3) Name.....

LITTLE	RING	MIDDLE	FORE	THUMB	
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					

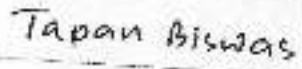
ডান হাত

Name of the Presentant	Photo	Finger Print	Signature with date
Prithwis Kumar Nandi 6/1, Banamali Chatterjee Street, Thana:-Chitpur, District:-Kolkata, WEST BENGAL, India, Pin :-700002	 25/02/2015	 LTI 25/02/2015	 25/02/2015

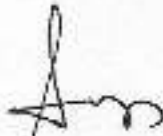
II. Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Prithwis Kumar Nandi Address -6/1, Banamali Chatterjee Street, Thana:-Chitpur, District:-Kolkata, WEST BENGAL, India, Pin :-700002	Self	 25/02/2015	 LTI 25/02/2015	
2	Manika Nandi Address -6/1, Banamali Chatterjee Street, Thana:-Chitpur, District:-Kolkata, WEST BENGAL, India, Pin :-700002	Self	 25/02/2015	 LTI 25/02/2015	
3	Nilesh Rohra Address -District:-North 24-Parganas, WEST BENGAL, India	Self	 25/02/2015	 LTI 25/02/2015	

Name of Identifier of above Person(s)
 Tapan Biswas
 Kazipara, Thana:-Barasat, P.O. :-Barasat,
 District:-North 24-Parganas, WEST BENGAL, India

Signature of Identifier with Date

 25.2.15




 (Sushil Kumar Roy)
 DISTRICT SUB-REGISTRAR-II
 Office of the D.S.R. - II NORTH 24-PARGANAS



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

Endorsement For Deed Number : I - 00670 of 2015

(Serial No. 00509 of 2015 and Query No. 1502L000001309 of 2015)

25/02/2015

Certificate of Admissibility (Rule 43, W.B. Registration Rules, 1952)

Admissible under rule 21 of West Bengal Registration Rule, 1952 duly stamped under schedule 1A, Article number : 4, 5(f), 53 of Indian Stamp Act 1899, also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs. 10/-

Payment of Fees:

Amount By Cash

Rs. 3335.00/- on 25/02/2015

(Under Article : B = 3289/-, E = 14/-, H = 28/-, M(b) = 4/- on 25/02/2015)

Certificate of Market Value (WB PVT. Rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-27,50,000/-

Certified that the required stamp duty of this document is Rs.- 5011/- and the Stamp duty paid as:

Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 20/- is paid, by the Bankers cheque number 635835, Bankers Cheque Date 23/02/2015, Bank : State Bank of India, BARASAT, received on 25/02/2015

Presentation (Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1952)

Presented for registration at 13.32 hrs on 25/02/2015, at the Office of the D.S.R. - II NORTH 24-PARGANAS by Prithwis Kumar Nandi, one of the Executants.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1952)

Execution is admitted on 25/02/2015 by

1. Prithwis Kumar Nandi, son of Jagadish Chandra Nandi, 6/1, Banamali Chatterjee Street, Thana:-Chitpur, District:-Kolkata, WEST BENGAL, India, Pin :-700002, By Caste Hindu, By Profession :
2. Manika Nandi, wife of Prithwis Nandi, 6/1, Banamali Chatterjee Street, Thana:-Chitpur, District:-Kolkata, WEST BENGAL, India, Pin :-700002, By Caste Hindu, By Profession : House wife
3. Nilesh Rohra

Sole Proprietor, Uma Builders, 73, Bangur Avenue, C, Thana:-Lake Town, District:-North 24-Parganas, WEST BENGAL, India.

By Profession : Business

(Signature)



DISTRICT SUB-REGISTRAR-II

(Sushil Kumar Roy)

(Signature)

Endorsement No. 1 of 2

25/02/2015 14:23:00



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

Endorsement For Deed Number : I - 00670 of 2015
(Serial No. 00509 of 2015 and Query No. 1502L000001309 of 2015)

By Tapan Biswas, son of Netal Biswas, Kazipara, Thana:-Barasat, P.O. :-Barasat,
North 24-Parganas, WEST BENGAL, India, By Caste: Hindu, By Profession: Advocate.

(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II

Tapan Biswas



(Sushil Kumar Roy)
DISTRICT SUB-REGISTRAR-II