



BISWAJIT PODDAR Advocate,

Barasat Judges' Court

Mobile : 9830476626



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DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the & Tday of February.
Two Thousand and Fifteen (2015).

SRI PARTHA DRATIM ROY, having PAN AFRPRSSESC, Son Di Late Mukali Chandra Roy, residing at BB-12/A, Rabindra Pally, Jéangra, P.S. - Baguiati, Kolketa - 700059, District - North 24 Pargamas, by faith - Hindu, by Nationality - Indian, by occupation - Business, hereinafter called and referred to as the "OWNER" (which terms and expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the EIRST 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 Pargamas, represented by its Sole Proprietor SRI NILESH ROHRA, having PAN ARUPR3837P, sen of Sri Ashok Rohra, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 70, Bangur Avenue, Block C, P.S. - Lake Twon, Kolkata - 700055, District - North 24 Pargamas, hereinafter called and referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context or subject be deeped 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 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. Iying and situated at MOUZA - GOPALPUR, IL 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 (Solt Lake City), Pargana - Kalikata, District - North 24 Perganas 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 wifes namely Mrt. Rahimunness Bibi and Mst. Karimunness 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, become 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-Sabele Khatian No. 1678, corresponding to R.S. Khatian Nes. 3002 and 1830, lying and situated at MOUZA - GOPALPUR, J.I. 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. Bidhannagor (Solt Lake City), Pargana - Kalikata, District - North 24 Parganas and thereafter sold, transferred and conveyed the some, in favour of Badsha Ali Mondal @ Badsha Gazi, by virtue of a Sale Doed, 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

transferred and conveyed the same, i.e. ALL THAT piece and parcel of land measuring an area of 34 Decimals, be the same a little store of less, out of 61 Decimals, comprising in Sabek Dag No. 2801, 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 11. No. 2, Re-Su. No. 140, Touzi No. 2998, within the local limits of Pojarhat-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 Sudhangan Kumar Das, by virtue of a Sale Deed, duly registered on 08/08/1955, before the S.R.O. Cossipare DumDum and recorded in Book No. 1, Volume No. 53, Pages from 173 to 176, being No. 5403, for the year 1955 and delivered the peaceful possession over the same.

their inherited property, said Mst. Rahimunness Bibl and Mst. Rahimunness Bibl and Mst. Rahimunness Bibl and Mst. Rahimunness Bibl and Mst. Revimunness Bibl, jointly sold, transferred and conveyed the same, i.e. ALL THAT piece and parcel of land measuring an area of 67 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 Khatlan No. 1678, corresponding to R.S. Khatlan. Nos. 3002 and 1830, lying and satuated at MOUZA - GOPALFUR. J.L. No. 2, Re.Su. No. 140, Touri 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 virine of a Sale Deed, duly registered on 01/07/1956, before the SRO Compose OursDum, and recorded in Book No. 1. Volume No.

101, Pages from 128 to 129, being No. 8709, for the year 1956 and delivered the peaceful poisession over the same.

AND WHEREAS while being in peaceful possession over the stermald property, said Pradip Kumar Dos, Sudhangsu Kumar Das, and Ratikanta Hazza, jointly sold, transferred and conveyed a portion, i.e. ALL THAT piece and parcel of land measuring an area of 18 Cottabs 16 Chiltacks be the same a little more or less, out of 61 Decimals, comprising in Sabek Dag No. 3601, cerresponding to R.S. Dog 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), Pargona -Kalikata, District - North 24 Pargenas, in favour of Swapan Kumar Mondal and Rupchand Ghosh, by victue of a Scie 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.

aforesaid property, said Swapan Kumar Mondal and Rupchand Ghosh, jointly sold, transferred and conveyed a purion, i.e. ALL THAT place and parcel of land measuring an area of 05 Cottalus, be the same a little more or less, out of 15 Cottalus 30 Chittaria out of 61 Decimals, comprising in Sabek Dug No. 3601, corresponding to R.S. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. XXX and 1830, lying and aitmated at MOUZA—GOPALPUR, J.L. No. 2, Re.Sui No. 140, Touzi No. 2998, within the street of Reservoir-Copalities 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. L 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. AIJ, THAT piece and percel of land measuring an area of 02 Coltahs, be the same a little more or less, comprising in Sabek Deg 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, Tousi No. 2998, within the local limits of Rajarhat-Gopalpur Muricipality. Police Station - Airport, A.D.S.R.O. Bidhannagar (Sait Lake City). Pargana - Kelikata, District - North 24 Parganas, in favour of Prabuddha Roy and Smit, Sakha Roy, by virtue of a Sale Deed, duly neglistered before the R.A. Kolkata and recorded in Book No. 1, Volume No. 355, Pages from 145 to 153, being No. 15752, for the year 1985 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said Prabuddha Roy and Smit. Sikha Roy, jointly sold, transferred and conveyed the same, i.e. ALL THAT piece and parcel of land measuring an area of 02 Cottaha, 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. Dag No. 2817, under Sabek Khatian No. 1678,

No. 2978, origins the food limits of Rajarhat-Gopalpur Municipality. Pouce Station - Airport A.D.S.R.O. Hidhannagar (Salt Lake City), Pargana - Salikata, District - North 24 Parganas, in favour of Ramen Chatterjee, by virtue of a Sale Deed, duly registered before the R.A. Kolkata and recorded in Book No. I, CD Volume No. 8, Fagus from 958 to 974, being No. 07984, for the year 2008 and delayered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the adoresaid property, said Ramen Chatterjee, sold, transferred and conveyed the same, i.e. ALL THAT piece and parcel of land measuring an area of 02 (Two) Cottabs, be the same a little more er less, comprising in Sabek Dag No. 3801, corresponding to R.S. Deg No. 2817, under Sabok Khatian No. 1678, corresponding to R.S. Khatlan 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 Rajachat-Gopolpur Municipality, Police Station -Airport, A.D.S.R.O. Bidhannagar (Solt Lake City), Pargana -Kalikata, District - North 24 Parganas, in favour of the OWNER herein, by virtue of a Sale Deed, duly executed on 16/04/2012 and registered on 17/04/2012, before the D.S.R.-II, North 24 Pargarus at Bassast and recorded in Book No. I, CD Volume No. 16, Pages from 5110 to 5127, being No. 05307, for the year 2012 and delivered this peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, and Swapon Kumas Mondal and Rupchand Ghash, jointly sold, transferred and conveyed another portion, i.e. ALL THAT piece and parcel of land measuring an area of 05

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Cottahs of Sinth, he the same a little more or less, out of 18 Cottahs 10 Chittarks out of 61 Decimals, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khettam No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, lyang, and althought at MOUZA - GOPALPUR, J.I. No. 2, Re-Su. No. 143, Iouzi No. 2988, within the local limits of Rajothar-Gopulpus Muricipality, Police Station - Airport, A.D.S.R.O. Bidhamagar (Salf-Lake City), Fargana - Kalikata, District - North 24 Parganas, in favour of Smt. Anjali Biswas, by virtue of a Sale Deed, duty registered on 27/01/1984 before the S.R.O. Consipur Dimbum and recorded in Book No. 1, being No. 669, for the year 1984 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said Smt. Anjall Biswas, sold, transferred and conveyed a portion out of the same, i.e. ALL THAT piece and parcel of had measuring an area of 02 (Two) Cottahs, be the same a little mure 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 Rajorhat-Gopalpur Municipality. Police Station - Airport, A.D.S.R.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favour of Sel Swadesh Ranjan Chakraborty and Smt. Sukrili Chakraborty, by virtue of a Sale Deed, duly registered before the R.A. Kolkata and recorded in Book No. I. Volume No. 29, Pages from 81 to 89, being No. 766, for the year 1966 and delivered the peaceful passession over the some

AND WHEREAS while being in peaceful possession over the aforesaid property, said Sri Swadesh Ranjan Chakraborty and Smit-Sukriti Chakraborty, jointly sold, transferred and conveyed the same, i.e. ALL THAT piece and parcel of land measuring an oreco of 02 (Two) Cottahs, be the same a little more or less, comprising in Sabek Dug No. 3801, corresponding to R.S. Dag No. 2817, modes. Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3(20) and 1800, lying and situated at MOUZA - GOPALPUR, J.L No. 22 ReSu. No. 140, Touzi No. 2998, within the local limits of Rajarhot. Gopelpur Municipality, Police Station - Airport, A.D.S.S.O. Bidhannagar (Salt Lake City), Pargana - Kalikata, District - North 24 Parganas, in favour of Sri Malay Saha and Smt. Shuvra Saha. by virtue of a Sale Deed, duly registered on 12/07/2004 before that D.S.R.-II, North 24 Parganas at Barasat and recorded in Book No. L Volume No. 1, Pages from 1 to 20, being No. 03790, for the year 2004 and delivered the peaceful possession over the some

AND WHEREAS while being in peaceful possession over the aforesaid property, said Sri Malay Saha and Smt. Shuvra Saha, jointly sold, transferred and entweyed the same, i.e. ALL TBAT piece and parcel of land measuring an area of 02 (Two) Collaks, be the same a little more or less, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, under Sabek Khutian 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, Torral No. 2988, within the local limits of Rajarhat-Gapaipus Municipality. Police Station - Airport, A.D.S.R.O. Bidhannagur (Salt Lake City). Pargama - Kalikata, District - North 24 Pargamas, in favour of the OWNER berein; by virtue of a Sale Deed, duly executed on 26/04/2013 and registered on track/2013 before the D.S.R.E. North

21 Pargards at Baraset and recorded in Book No. 1, CD Volume No. 18, Pages from 1050 to 1062, being No. 04719, for the year 2013 and delivered the peaceful possession over the same.

AND WHEREAS by virtue of aforegaid two separate Sale Deed, being Nos. 05307/2012 and £4719/2013, the OWNER herein, became the sole and absolute owner of ALL THAT pleas and parcel of land measuring an area of 04 (Four) 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.I. No. 2, Re.Su. No. 140, Touri No. 2998, within the local limits of Rajarbet-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 thereafter the Owner herein mutated his name in the present LR ROR vide LR. Khatian No. 11634 under LR. Dag No. 2817 in respect of a portion of land measuring 3.30 Decimals or 62 Cottaha, more or less and the owner has every right, title and interest over the said property free from all encumbrances, liens, charges and mortgages whatsoever.

AND WHEREAS the present Owner herein decided to develop the aforesaid and below mentioned First Schedule property measuring an area of 04 (Four) Cottaha, be the same a little more or less, but due to insufficient fund and pre-engagement of his respective work and due to lack of linance and lack of technical expertise the Owner herein could not construct building and / or buildings on the said plot of laids and were searching for a reputed Promoter/ Developer who would engagement multi-storied building on

The staff land under certain terms and conditions inter alia at its down costs and expenses after obtaining necessary sunction from the competent authority and knowledge the very intention of the Owner to allow them to construct the said proposed multi-storled building on their land which the Owner herein has accepted the same and have jointly decided to enter into a Development Agreement with the Promoter / Developer berein.

AND WHEREAS the Owner begein has agreed to develop a multi-storied building over the said landed property with a view to eract new multi-storied building thereon comprising flats, shops etc.

AND WHEREAS the Land Owner herein assure the Promotee/
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 sonction of the said
proposed sanctioned plan from the Khardah Municipal authority
concern in the name of the Owner, upon handing over peaceful
wacant possession of the land by the Land Owner 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 repognent to or

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penning with ;

BOY and his legal heirs, representatives and assignees.

DEVELOPER / PROMOTER shall mean MESSRS UMA BUILDERS, a Proprietorship firm, representatives and assignees.

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 to the developer at the time of execution of this agreement.
- of land i.e. ALL THAT piece and parcel of land measuring an area of 04 (Four) Cottahs, be the same a little more or less, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, corresponding to L.R. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, corresponding to L.R. Khatian No. 11634, lying and situated at MOUZA GOPALPUR, J.L. No. 2, Re.Su. No. 140, Touzi No. 2898, within the local limits of Rajarbat-Gopalpur Municipality, Police Station Airport, A.D.S.R.O. Bidhannegar (Salt Lake City), Pargana Kalikato, District North 24 Parganas, morefully and particularly described in First Schedule hereunder written.
- 1.4 <u>BUILDING</u> 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 Monicipality.

triclade corridors, stair-ways, possege-ways, drive-ways, common frequences, pump room, underground water reservoir, overhead water tank, water pump and motor, root, lift and other facilities attached thereto.

1.5 OWNERS' ALLOCATION shall mean as follows:

The Land Owner herein will get the 50% (Fifty) constructed area up to the Third Floor and 42% constructed area on the Fourth Floor and above 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 aforeseid constructed area, the Owner also entitled to get a total sum of Rs. 20,00,000/- (Rupees Twenty Lakhs) only as adjustable money from the Developer herein, which is paid by the Developer at the time of the execution of this agreement.

The aforesaid amount of Rs. 20,00,000/- (Rupees Twenty Lakes) only will be adjusted @ Rs. 2,600/- per Sq.ft. i.e. Flot of 770 Sq.ft. Super built-up area will be adjusted.

- 1.7 DEVELOPERS 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

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- by the Architect for the construction of the building and to be sanctioned by the Rajathut-Gopolpus 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
 Owner thereof.
- 1.11 TRANSFERFE shall mean a person, firm, limited company, Association of persons to whom residential Plat/ Flats or space in the Building has been transferred.
- 1.12 WORDS INTERPRETATION: Singular shall include plural vice versa and musculine include fensione 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 66 (Six) months for any natural calamities and/or other unavoidable circumstances.

ARTICLES - III. OWNERS' RIGHT AND RESTRICTIONS

3.2. The Owner hereto has declare that he has absolutely select and possessed of and / of well and sufficiently entitled to

the first recessing on area of 64 (Bourt Chitahs, be the same a fully more of less, compasing in Salick Dag No. 280), corresponding to N.S. Dag No. 2817, corresponding to L.R. Dag No. 2817, under Salick Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, corresponding to L.R. Khatian No. 11634, lying stall situated at MOUZA - GOPALPUR J.L. No. 2, Re.Su. No. 140, Tours No. 2998, within the local limits of Rajarhat Gopalpur Municipality. Police Scation - Airport, A.D.S.R.O. Bidhannagar (Soft Lake City), Pargana - Kalikata, District - North 24 Parganas,

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

ARTICLE - IV. DEVELOPER'S RIGHTS.

4.1 The Owner hereby granted subject to that has been bereunder 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 bereto.

- for the purpose of developing and obtaining necessary sunction or permission from the appropriate authorities concern, shall be prepared and submitted by the Developer on behalf of the Owner. If the Owner signature is required then Owner 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 including Architect's less charges expenses required to be paid or deposited for the purpose of entitled to all rehands or all payments and I at deposits made by the Developer on behalf of the Owner and I at deposits made by the Developer on behalf of the Owner on production of supporting papers in case this agreement fails.
- 4.3 It is made clear that save and except the share of the Owner in the proposed building as mentioned hereimbefore 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 faw by the Owner at this stage but the Developer shall have right to mortgage before any Pinancial institution in respect of the Developer's Allocation in the axid 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 bereaf 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 required by the Developers as the Constituted Attorney of the Land Owner herein in favour of any intending purchaser and in this regard the Developer shall have absolute right to take cornest 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 Owner herein agreed with the same.

ARTICLE - V. PROCEDURE

5.1 The Owner 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 Owner shall be responsible for any acts, deeds or things done by the Developer by virtue of such authority.

The aforeated Development Power of Attorney should be registered in favour of the Developer horein on the date of execution of this agreement by the Owner horein and simultaneously the Land Owner 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 Owner, 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 Owner

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the right to use in common for the common facilities and amenities to be enjoyed proportionately with other Owner of Flot or Flets.

- 6.2 The Owner will be creitled 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 promises with any prospective 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 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 to part payment thereof shall be received by the developer and the Owner herein will have no right and share and will not be emisted to claim any portion thereof.
- 6.4 The developer shall execute the deed of conveyance or convoyances in favour of the intending purchasers or purchasers from the developer's allocation of the building on behalf of the Owner 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. Biswujit 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 bonne and paid by the intenting purchaser or purchasers.

ARTICLE - VII. BUILDINGS

- 7.1 The Developer shall at its own costs construct erect, 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 Owner, construct and complete the said proposed building and various units / flats and / or apartments therein in accordance with the sonctioned 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 accruling due and as on and from the date of execution of this Agreement and all arear dues and charges to be borne by the Owner.
- 6.2 As soon as the Owners' Allocation in the building is completed, the developer shall give written notice to the Owner requiring the Owner to take possession of the Owners' allocations in the building. After 30 days from the date of service of such

notice and at all times thereafter the Owner shall be exclusively esponsible for payment of all Municipal and property taxes rates dimes 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 calcubic space in the

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

building if any are levied on the building as a whole.

Both the developer and the Owner herein shall enough their respective allocations / portions in the said building under their respective allocations / postions in the said building tinder their occupation forever with absolute right of alienation transfer. gift, etc. and such rights of the parties in no way could be takened off or infringed by either of the party under any circumstantes. 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 besubject to the same restrictions and use as is applicable to the some restrictions and use as is applicable to the developers: allocation in the building intended for common benefits of all occupiers of the building which shall include as follows to

Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for rated by the one observious illegal and immoral trade or activity not the best for any purpose which may cause any nuisance or faxand to the other occupiers of the building.

- 9.2 Neither party shall transfer or permit to transfer 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 writter, undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these possents and further that such transferee shall pay all charges, taxes, fiscon whatsoever shall be payable in relation to the area in each of the 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 inc. the said laws, bye-laws, rules and regulations.
- 9.5 Neither party shall throw garbage nor any dirt or nubbish in the common spaces.

ARTICLE -X. OWNERS' OBLIGATIONS

10.1 The Owner doth hereby agree and covenant with the developer not to cause my 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 Owner.

on these agents, secounts representatives causing bindrance or impediment to such construction the Owner will be hable for damages.

- 10.2 The Owner 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 Owner further give undertaking for and on building of their agents, servants, representatives for similar act at their own liability and responsibility.
- 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 Owner revoke the said Development Power of Attorney then the Owner shall have full liability and responsibility to pay all the expenses, charges and damages to the Developer immediately to that effect. If tife Developer fails to complete the said proposed building as stated above on that event Owner shall allow six months more to complete the said proposed building.
- 10.4 The Owner herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the raid premises / lands or any portion thereof at any time during the substitutive of this Agreement. If do so shall be fully liable to compensate the Developer.
- 10.5 That the Owner 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

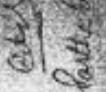
then the Developer will be entitled to get compensation and cost of litigation from the Owner which will be incurred by the Developer during such fatigation.

If it the Owner want to do additional works of their allocation then the extra charges will be paid by the Owner 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 Owner hereby agreed with the developer that if the Developer shall develop the below schedule property alongwith the adjacent plot of land of Prithwish Kumar Nandy & Others by amalgometing the same, on that event the owner herein shall co-operate with the same in all respects.

ARTICLE -XL DEVELOPER'S OBLIGATIONS

- 11.1 The Developer hereby agrees and coverants with the Owner not to transfer and / assign the benefits of this agreement or any part thereof without the consent in writing of the Owner. But the Developer shall have right to take pariner for completion of the said project.
- 11.2 The Developer hereby agrees and covenants with the Owner 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 Owner not to do any act deed or things whereby the Owner are prevented from solving pelling analysis and/or disposing of any



part of the Owners' allocations in the building at the said premisers

ARTICLE -XII, OWNERS' INDEMNITY

12.1 The Owner 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 morefully 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 Overett indetermined against all third party claims and actions arising out of any sorts of act or unmissions or commissions of the developers in relation to the making of construction of the said new building strictly in terms of the plan to be sanctioned by the Rajardist-Gopalpur Municipality on that behalf and all liabilities, accident occurs dispute arises, payments of dues, if any, etc.

ARTICLE - XIV. MISCELLANEOUS

- Agreement purely as a contract on the basis of this Joint Ventuce.

 Agreement and under any discumstances this shall not be tredoed as partnership and for Associations of persons in between the Owner and the developer.
- Owner shall not be liable for any dispute with regard to any contract by and between the developer and labour, contracter or intending purchasers. It is further agreed that for better intensit of the intending purchasers Owner will put their signature on the Sale Agreement without seving the consideration money.

14.3 Any natice 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 Owner if delivered by hand and duly acknowledge or set by prepaid registered post with acknowledgement due and shall blowise be deemed to have been served on the developer by the Owner 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 Owner 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 Owner 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 usutual consent by the parties hereto.

14.6 If the Developer herein, shall develop the adjacent plot of land, on that every the Owner 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 berounder swritten.

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

ARTICLE - XV. FORCE MAJURE

15.1 The parties beceto shall not be considered to be liable for any obligation bereunder to the extent that performance of the relative objections prevented by the existence of the Torce Majeure' and shall be suspended from the obligation during the duration of the Torce Majeure'.

ARTICLE -XVI. PANEL CLAUSE

- the Owners' Allocation within the stipulated period of 24 (Twenty-Four) months stated above then the Developer will pay compensation to the Owner 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 Owner as early as pensible.
 - 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 aggrived party shall inform the matter to other in writing before taking any legal steps to each other.
- 16.2 Notwithstanding any thing centained hereinabove both parties chall have the right to use for Specific Performance of this

Partle &

Contract against the other

ARTICLE -XVII : JURISDICTION

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and purcel of land measuring an area of 64 (Four) Cottaks, be the same a little more or less, comprising in Sabek Dag No. 3801, corresponding to R.S. Dag No. 2817, corresponding to L.R. Dag No. 2817, under Sabek Khatian No. 1678, corresponding to R.S. Khatian Nos. 3002 and 1830, entresponding to L.R. Khatian No. 11634, lying and setuated at MOUZA - GOPALPUR J.L. No. 2, Re.Su. No. 140, Touri No. 2998, within the local limits of Rajarhat-Gopalpur Municipality, Ward No. 3, Bablatala Road, Police Station - Airport A.D.S.R.O. - Bidbannagar (Salt Lake City), Pargona - Kalikata, District - North 24 Parganas, butted and bounded by

ON THE NORTH : Land of Presents Pall

ON THE SOUTH : Land of Prithwish Nundy & Others.

ON THE EAST : Jahara Restaurant.

ON THE WEST : 12' wide Road.

OWNER'S ALLOCATION

The Land Owner herein will get the 50% (Fifty) constructed area upto the Third Place and 42% (Forty Two) constructed area

on the Fourth Floor and above 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. The aforesaid owners allocated portion will be demorcated after obtaining the building sanctioned plan-

Except the aforesaid constructed area, the Owner also entitled in spet a total sum of Rs. 20,00,000/- (Rupees Twenty Lakha) only as adjustable maney from the Developer berein, which is paid by the Developer at the time of the execution of this agreement.

The aforesaid amount of Rs. 20,00,000/- (Rupees Twenty taking only will be adjusted @ Rs. 2,500/- per Sq.ft. i.e. Flat of All Sq.H. Super built-up area will be adjusted.

DEVELOPER'S ALLOCATION

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

THE THIRD SCHEDULE ABOVE REFERRED TO

SPECIFICATIONS 1

- I. STRUCTURE: Building designed with R.C.C Prame structure. which rest on individual column, design approved by the competent authority:
- 2. EXTERNAL WALL : 5"/8" thick brick wail and plastered with cepacit mortar,
- S. INTERNAL WALL & 5"/3" thick brick wall and plastered

- 4. FLOORING : flooring is of Anti-Skid Tiles with 6" fidrting.
- 5. BATH ROOM: Bath Room fitted up to door level with glazed tiles of standard brand.
- 6. KITCHEN: Cooking platform and sink (Statuless steel) with top will be of black stone 2'-6" height glazed tiles above the platform to protect the oil spot.
- 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 beit and peep hole on main entrance door.
- 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 installed.
- 11. PLUMBING Toilet concealed writing with two bibcock, one shower, in toilet fittings are good quality.

ELECTRICAL WORKS:

- Full concealed wiring with copper wire. Gauge the switch of the electrical goods are of standard ISI quality.
- in Bed room: Three light points, Two 5 amp plug point,
 one fan point, one air conditioned & one computer point with proper electrical gardgets.
- Living things room. Three light points, one fan point, two.
 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.
 - Verandas: One light point & one S amp plug point
 - 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 well 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. 20,00,000W (Rupees Twenty Lakhs) only as follows

Bunker's Chague dt. 05.02. 2015 bring no 168192 7 Bren of Barrion

R 650000

2. Borust theye at. 05.02. 2015 bury no 168191 of Bonce of Bords

B3 650000

3. Theywo being no 000032 di 16.02.2015 Rg 7000000 7 com of Bourda.

R 2000000

ORE OF THE OWNER

Biswajit Poddar

Advocate:

Dist. Judges Court, Barasat, North 24 Pgs.

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(Kuntol Singha Roy) Barasat Court.

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Deverment of West Bengal

Force (Revenue) ,Directorate of Registration and Stamp Revenue

One D.S.C. - 21 NORTH 24-PARGANAS, District- North 24-Parganas

LTL Short of Sarial No. 00271 / 2015, Deed No. (Dock - 1 , 00383/2015)

com Prescotant	Friete	Finger Friet	Signature with date
And Angelia (1)	06/02/2018	LTI 06/00/2015	Vaille Chilling Roy

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

51 No.	Admission of Execution By	Status	Photo	Pinger Print	Signature
1	Partha Pratim Roy Address -6 6-12/ A, Retiridra Pally, Jyangsa, Thana:-Beguinski, Sucrics:-North 24-Parpanes, WEST SENGAL, India	Self	05/02/2013	G6/02/2515	Paille Balindo
2	Aldress -District:-North 34-Pargasss, WEST BENGAL, India	Self		Lit	Eles Live

Name of Identifier of above Person(s)

Sebrate Roy 2/1 A. K. Devi Road, Thone:-Nathort, P.C.:-Nathort, District.-North 24-Pergenas, WEST RENGAL, India Signature of Identifier with Date

Subrate Pop G. 2.15



(Sushil Kumar Roy)

DISTRICT SUB-REGISTRAR-II
Office of the D.S.R. - II NORTH 24-PARGANAS



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

Endorsoment For Deed Number : 1 - 00383 of 2015 (Serial No. 00271 of 2015 and Query No. 1502L000000007 of 2015)

edition of admissibility authors with and stration supering the

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stemped under achadula 1A., Article number : A, 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 Free Payment Towns Towns 19

Amount By Cash

Rs. 22035.00F, on 06/02/2015

(Under Article : B = 21980/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 06/02/2015)

Certified that the murket value of this property which is the subject matter of the deed has been assessed at Rm -64,70,000/-

Curtified that the required stamp duty of this document is Rs.- 7011 A and the Stamp duty paid as: Impresive Rt. - 5000/pentill staura city in the state of the stat

Deflot stemp duty Rs. 2020r- is paid , by the draft number 966198, Draft Date 93/02/2015, Bank : State 1 Benk of Indie, NADITAYI, received on 09/02/2015

Presental angline of Section 52 & River 23/13/146 (1) W. Sulter Editating Rules 1962)

Presonted for registration at 12.31 hrs on 108/02/2015, at the Office of the D.S.R. - II NORTH 24-PARGANAS by Pertha Pretim Roy Executant.

Admiss on at Execut ant Union Section 20.W. exegistration Rules (1962) 2

Execution is admitted on 06/02/2015 by

- 1. Parths Pitrim Roy, son of Lt Mukui Chandre Roy , B B-12' A, Rubindre Pally, Jyongre, Thans: Beguites, District: North 24-Perganes, WEST BENGAL, India, By Caste Hindu, By Profession : Business
- 2. Nieth Rohm Propeletor, Uma Builders, 73, Bangur Avenue, C, Thens:-Lake Town, District:-North 24-Parganas. WEST BENGAL, India

. By Protession : Deginess Identified By Subrate Roy, son of Lt Kanelial Roy, 2/1 A. K. Devi Road, Thore:-Naihan, P.O. :-Neiholi, District:-North 24-Pargaries, WSSI, BERGAL, Indio, By Coste, Hindu, By Profession, Others.

> (Sushii Kumer Roy) DISTRICT SUB-REGISTRAR-II

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

Endorsoment For Deed Number : 1 - 90383 of 2015 Serial No. 00271 of 2015 and Query No. 1502L000000007 of 2015)

> (Sushil Kumar Roy) DISTRICT SUB-REGISTRAR-II

Parthebate May

(Sushi Kumar Roy)

Cartificate of Registration under section 60 and Rufe 59.

Registered in Book - I CS Volume number t Page from 8318 to 6362 being No 80383 for the year 2015.



(Sushit Kumar Roy) 10-February-2015 DISTRICT SUB-REGISTRAR-II Office of the D.S.R. - II NORTH 24-PARGANAS West Bengal