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1 3 APR 2013 Development Agreement

THIS DEVELOPMENT AGREEMENT is made this

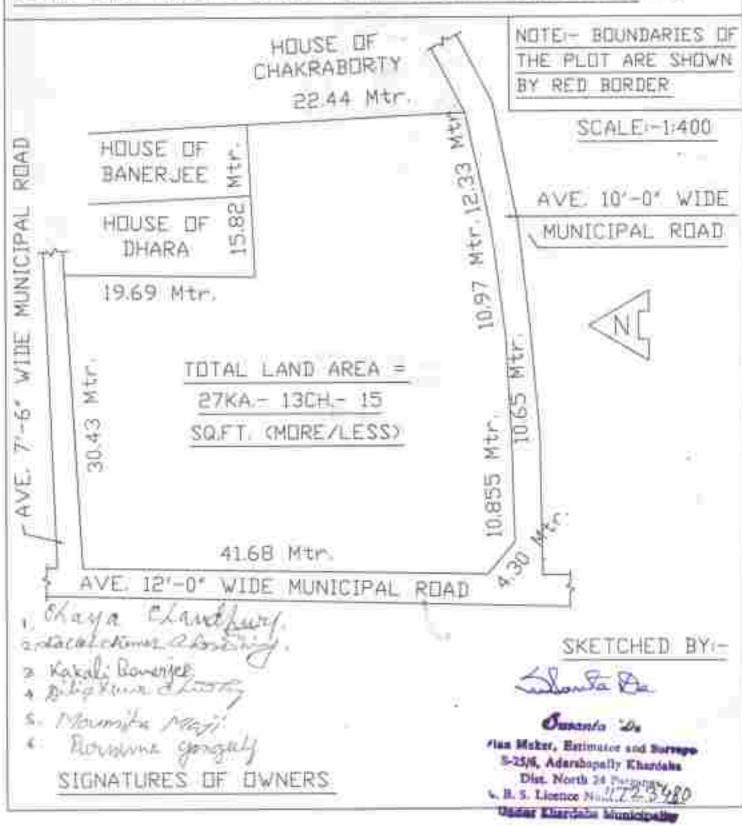
22 day of March Two Thousand Thirteen (2013)

BETWEEN

SITE PLAN SHOWS THE LAND AT HOLDING NO. - 118/83, BOSEPARA DF ____ DAG ND - 2496 & 2497) L.R. DAG ND - 2496/3873 & 3869 UNDER KHATIAN NO.- 830; J.L.NO.-2; R.S. NO.- 18; TOUJI NO - 145, 2998 & 1505; WARD NO - 14; MOUJA, MUNICIPALITY & P.S. - KHARDAHA, DISTRICT - NORTH 24 PARGANAS.

AREA STATEMENTS:-

LAND AREA AT DAG NO. - 2496 = 22KA. - 2CH. - 22 SQ.FT. LAND AREA AT DAG NO.- 2497 = 5KA.- 10CH.- 38 SQ.FT. TOTAL LAND AREA = 27KA - 13CH - 15SQ.FT. (MORE DR LESS)





Office Of the A.D.S.R. BARRACKPORE District:-North 24-Parganas

Endorsement For Deed Number: 1 - 03174 of 2013

(Serial No. 03430 of 2013)

 Kallot Kumar Chowdhury, son of Lt. Kishore Kumar Chowdhury, Bose Pers, Thana: Khardahe, P.O. B D Sopun District: North 24-Parganes, WEST BENGAL India, Pin :-700117. By Caste Hindu, By Protession: Service

Identified By Tapan Ganguly, son of Lt. S Ganguly, 520 Dum Dum Road, Thana: Dum Dum, District -Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Service.

(Subhau Chandra Majumdar) ADDITIONAL DISTRICT SUB-REGISTRAR

On 03/04/2013

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

Admissible under rule 21 of West Bengal Registration Rule, 1952 duly stamped under schedule 1A. Article number: 5, 5(f) of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 14.00/-, on 03/04/2013

Under Article | E = 14/- on 03/84/2013)

Deficit stamp duty

Deficit stamp duty Rs. 35100/- is paid , by the draft number 726336, Draft Date 21/03/2013, Bank : Stote Bank of India, VIVEKANANDA ROAD, received on 03/04/2013

(Subhas Chandra Majumdar) ADDITIONAL DISTRICT SUB-REGISTRAR



(Subhas Chandra Majumdar)

EndorsementPage 2 of 2



Office Of the A.D.S.R. BARRA : KPORE District: North 24-Pargan is

Endorsement For Deed Number : I - 0:174 x 2013

(Serial No. 0:430 of 2013)

On 22/03/2013

Presentation(Under Section 52 & Rule 22A(3, 46(1), W.B. Regist. Non Rules, 19(2)

Presented for registration at 20 20 hrs. on: 22/03/2013 at the Private residence. Thay's Chown Jury, one of the Executants.

Admission of Execution (Under Section 58, W.B.Rei, tration Rules, 1962,

Execution is admitted on 22/03/2013 by

- 1 Chays Chowdhury, wife of Lt. Kishore Kumar Chowdhury Bottle vs., Thana:-Khardah Sopan District-North 24-Parganas, WEST BENGAL, India: Pii. 200117, By Center Profession: House wife
- Kakeli Banerjee, daughter of Lt. Kishore Kumar Chowdhury, Bose Paru mana:-Khardaña, F. Sopan, District:-North 24-Parganas, WEST BENGAL, India, Pin :-7, 17, By Caste His Profession: House wife.
- 3 Dilip Kumar Chowdhury, son of Lt. Krishna Ch. Chowdhury, Bose Para, Tha. Khardaha, P.O. Sopen District North 24-Parganas, WEST BENGAL, India, Pin :-700117 by Caste Hindu. Profession: Retired Person.
- 4 Mounita Maji, wife of Nirjinar Majhi , Bose Para, Thana:-Khardaha, P.O. -B D Sc. p ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700117, By Caste Hindu, By Profession : injection wife
- 5 Purnima Galiguly, wife of Tapan Kumar Ganguly , 520 Dum Dum Road, District nata, WEST BENGAL, India, Pin :-700074, By Caste Hindu, By Profession ; House wife
- B. Rasbehan Roy
 Director, Mrs. Roy Job Associates Managements Pvt. Ltd., 30 A., Sib Narayan District.-Kolkata, WEST BENGAL, India, Pin :-700006.

 By Profession: Service

Identified By Tepan Ganguly, son of Lt S Ganguly, 520 Dum Dum Road, Thana:-Dum Duit, District-Kolkula, WEST BENGAL India., By Caste, Hindu, By Profession, Service.

(Subhas Chandra Majumdar) ADDITIONAL DISTRICT SUB-REGISTRAR

On 26/03/2013

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-2.32.22.197/-

Confied that the required stamp duty of this document is Rs. - 40010 /- and the Stamp duty paid as: http://esive.Rs.-5000/-

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

Execution is admitted on 26/03/2018 by

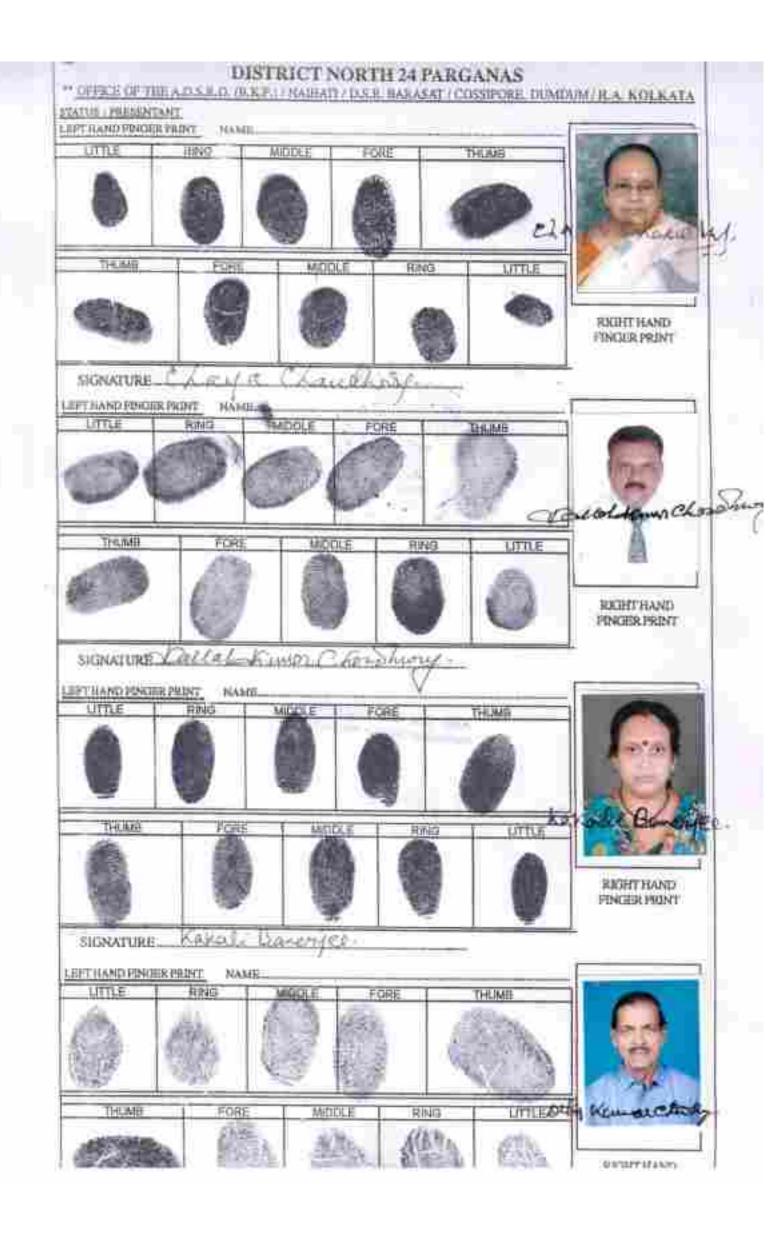
(Subhas Chandra Majumdar) ADDITIONAL DISTRICT SUB-REGISTRAR

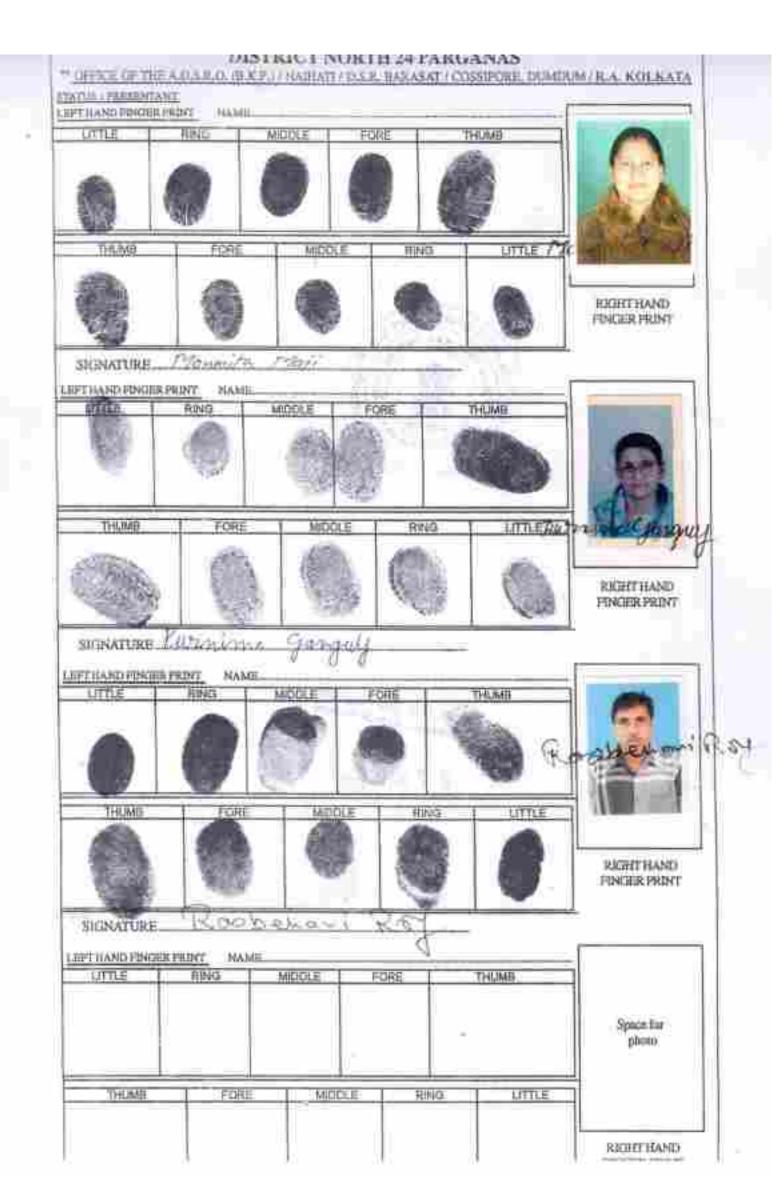
EndorsementPage 1 of 2

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By

03/04/2013 18:00:00





(1) SMT. CHAYA CHOWDHURY, [PAN- N.A.] wife of Late Kishore Kr. Chowdhury, by occupation- Housewife (widow) by Caste-Hindu, SRI KALLOL KUMAR CHOWDHURY, (PAN- ACTPC6966A) (2)son of Late Kishore Kr. Chowdhury, by occupation- Service, by Caste-Hindu, (3) SMT. KAKALI BANERJEE (PAN - BONPB5370Q) daughter of Late Kishore Kr. Chowdhury, by occupation-Housewife, by Caste-Hindu, (4) SRI DILIP KUMAR CHOWDHURY. (PAN - ACFPC4804M) son of Late Krishnia Ch. Chowdhury, by Retired, by Caste-Hindu, all residing at "KARUNAKUTIR" Bose Para, P.O. B. D. Sopan & P.S.- Khardah, Ward No.14, Dist.- 24 Parganas (North), Kolkata- 700 117, (5) SMT. MOUMITA MAJI, (PAN- BKXPM9275R), wife of Dr. Nirjhar Majhi, by occupation- Housewife, by caste- Hindu, residing at "Doctor's quarters, Raghunathpur (New Buildings) Divisional Hospital, Dist.- Purulia, PIN- 723133. (6) SMT. PURNIMA GANGULY, (PAN - BBPPG0179M), wife of Sri Tapan Kr. Ganguly, by occupation- Housewife, by caste- Hindu, residing at 520, Dum Dum Road, (Surer Math) "SWAPANDIP APARTMENT", Kolkata- 700 074, hereinafter called and referred to as the JOINT OWNERS (which expression shall unless and excluded by or repugnant to the subject or context be deemed to include their respective heirs, executors, administrators legal representatives and assigns) of the ONE PART.



AND

M/S. ROY JOB ASSOCIATES MANAGEMENTS PVT. LTD.

[PAN -AAECR7946K] a Company having its Regd. Office at 30A,
Sibnarayan Das lane, Kolkata-700 006, represented by its Director
Sri Rasbehari Roy, PAN-AGDPR0279F, son of Late Satyakinkar
Roy, residing at 68, Vivekananda Road, 3rd floor, P.O. Beadon
Street, P.S. Girishpark, Kolkata-700006, hereimafter called the

DEVELOPERS/PROMOTERS as our true, authorized and lawful
Attorneys for our in our name, on our behalf (which expression
shall unless and excluded by or repugnant to the subject or context
be deemed to include their respective heirs, executors,
administrators legal representatives and assigns) of the OTHER

PART.

Co-owners and the Developers collectively Parties hereinafter appearing.

WHEREAS

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

- Subject Matter of Development :
- 1.1 Development Project & Appurtenances :
- 1.1.1 Project Property: ALL THAT piece and parcel demarcated plot of Bastu land measuring 45.93 decimal i.e. 27 Cottahs 13 Chittacks 15 sq. ft. (out of which in R.S. Dag



No.2496=36.56 decimal i.e. 22 Cottahs 2 Chittacks 22 sq. ft. and R.S. Dag No.2497 = 9.37 decimal i.e. 5 Cottahs 10 Chittacks, 38 sq. ft.) i.e. total area = 27 Cottahs, 13 Chittacks, 15 sq.ft. be the same a little more or less, with 2000 Sq. ft. pucca Two stoired building (1000 sq. ft. each floor) be the same a little more or less lying and situated at Mouza-Khardah, J.L. No.2, Re. Sa. No.18, Totizi No.145, 2998, 1505, in R.S. Dag No.2496 and 2497 now L.R. Dag No.2796/3873 and 3869 under L.R. Khatian No.830 respectively under S.R. Barrackpur, within the limit of Khardah Municipality having holding No.118/83 at Bose Para, Ward No.14, P.O. - B.D. Sopan and P.S. Khardah, District- North 24 Parganas, Kolkata - 700117, West Bengal, by purchasing the same from Sri Panchugopal Das, son of Late Nabakumar Das, by strength of a Registered Deed (Bengali Kobala) of Conveyance, registered on 12.08.1950 in the office of Sub Registrar, Barrackpore and recorded in Book No.1, Volume No.25, Pages 158 to 162, being Deed No.1480 for the year 1950, in the district of North 24 Parganas, West Bengal morefully described in the First Schedule hereinafter written.

2. Background, Representations, Warranties and Covenants:

- 2.1 Representations and Warranties Regarding Title: The
 Co-owners have made the following representations and
 given the following warranties to the Developer regarding
 title.
- 2.1.1Absolute Ownership of Karunamoyee Debi: One Smi Karunamoyee Debi, wife of Late Krishna Ch. Chowdhury, was the absolute owner of plot of Bastu land measuring 45.93 decimal i.e. 27 Cottahs 13 Chittacks 15 sq. ft. (out of which in R.S. Dag No.2496-36.56 decimal i.e. 22 Cottahs 2 Chittacks 22 sq. ft. and R.S. Dag No.2497 = 9.37 decimal i.e. 5 Cottahs 10 Chittacks, 38 sq. ft.) i.e. total area = 27 Cottahs, 13 Chittacks, 15 sq.ft. be the same a little more or less, with 2000 Sq. ft. pucca Two stoired building (1000 sq. ft. each floor) be the same a little more or less lying and situated at Mouza-Khardah, J.L. No.2; Re. Sa. No.18, Touzi No.145, 2998, 1505, in R.S. Dag No.2496 and 2497 now L.R. Dag No.2796/3873 and 3869 under L.R. Khatian No.830 respectively under S.R. Barrackpur, within the limit of Khardah Municipality having holding No.118/83 at Bose Para, Ward No.14, P.O. - B.D. Sopan and P.S.-Khardah, District- North 24 Pargarias, Kolkata - 700117, Bengal, by purchasing the same from Sri Panchugopal Das, son of Late Nabakumar Das, by strength of a Registered Deed (Bengali Kobala) of Conveyance,



registered on 12,08.1950 in the office of Sub Registrar,

Barrackpore and recorded in Book No.1, Volume No.25,

Pages 158 to 162, being Deed No.1480 for the year 1950.

2.1.2 WHEREAS:

After the death of Smt. Karunamoyee Debi, who died intestate in the year 05:06:1997 leaving behind her 3 (three) sons namely 1. Kishor Kr. Chowdhury, 2. Prabir Kr. Chowdhury, 3. Sri Dilip Kr. Chowdhury, AND One daughter namely Purnima Ganguly, who became the legal heirs of the plot of Bastu land measuring 45.93 decimal i.e. 27 Cottahs 13 Chittacks 15 sq. ft. (out of which in R.S. Dag No.2496=36,56 decimal i.e. 22 Cottahs 2 Chittacks 22 sq. ft. and R.S. Dag No.2497 = 9.37 decimal i.e. 5 Cottahs 10 Chittacks, 38 sq. ft.) i.e. total area = 27 Cottahs, 13 Chittacks, 15 sq.ft. be the same a little more or less, with 2000 Sq. ft. pucca Two stoired building (1000 sq. ft. each floor) be the same a little more or less lying and situated at Mouza-Khardah, J.L. No.2, Re. Sa. No.18, Touzi No.145, 2998, 1505, in R.S. Dag No.2496 and 2497 now L.R. Dag No.2796/3873 and 3869 under L.R. Khatian No.830 respectively under S.R. Barrackpur, within the limit of Khardah Municipality having holding No.118/83 at Bose Para, Ward No.14, P.O. - B.D. Sopan and P.S.- Khardah, District North 24 Parganas, Kolkata - 700117, West Bengal.



2.3 AND WHEREAS:

After the death of Sri Kishore Kr. Chowdhury, who died intestate on 05.07,2002 leaving behind his legal heris, viz. wife 1. Smt. Chaya Chowdhury, 2. Son namely Sri Kallol Chowdhury and (3) Daughter namely Kakoli Banerjee (Chowdhury) became the legal heirs of Kishore Kr. Chowdhury, and after the death of Sri Prabir Kr. Chowdhury who died intestate on 10.08.2005 leaving behind his only legal heir daughter (4) Smt. Maumita Majhi, wife of Dr. Nirjhur Majjhi since his wife Smt. Maya-Chowdhury is also died intestate on 21.10.1999 became one of the legal heirs and (5) Sri Dilip Kr. Chowdhury, son of Karunamoyee Debi, is one of the legal heirs. (6) Smt. Purnima Ganguly, wife of Sri Tapan Kr. Ganguly is also one of the legal heir. All above from (1) to (6) are the legal heirs of the property/land measuring 0.4583 decimal i.e. 27 Cottahs 13 Chittacks and referred to as the OWNERS herein.

Desire of Development of the land & Acceptance :

The said Co-owners/Landowners herein express their desire to develop a demarcated plot of Bastu land measuring 45.93 decimal i.e. 27 Cottahs 13 Chittacks 15 sq. ft. (out of which in R.S. Dag No.2496=36.56 decimal i.e. 22 Cottahs 2 Chittacks 22 sq. ft. and R.S. Dag No.2497



= 9.37 decimal i.e. 5 Cottahs 10 Chittacks, 38 sq. ft.) i.e. total area = 27 Cottahs, 13 Chittacks, 15 sq.ft. be the same a little more or less, with 2000 Sq. ft. pucca Two stoired building (1000 sq. ft. each floor) he the same a little more or less lying and situated at Mouza-Khardah, J.L. No.2, Re. Sa. No.18, Touzi No.145, 2998, 1505, in R.S. Dag No.2496 and 2497 now L.R. Dag No.2796/3873 and 3869 under L.R. Khatian No.830 respectively under S.R. Barrackpur, within the limit of Khardah Municipality having holding No.118/83 at Bose Para, Ward No.14, P.O. - B.D. Sopan and P.S.- Khardah, District North 24 Parganas, Kolkata - 700117, West Bengal and morefully described in the First Schedule hereunder written, by constructing multi storied building/s thereon, and the present Developer accepted the said proposal and the present Co-owners have decided to enter into the present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.

Registered General Power of Attorney: For the smooth running of the said project, the said owner agreed to execute a registered General Power of Attorney, by which the Co-owners herein have appointed and nominated Sri Rasbehari Roy, Director of M/s. Roy Job Associates



4.

Managements Pvt. Ltd. having its Registered Office at 30A, Sibnarayan Das lane, Kolkata- 700 006 herein as their Constituted Attorneys, to act on behalf of the Co-owners/ Land Owners.

5. DEFINITION :

- 5.1 Building: Shall mean multi storied building/s so to be constructed on the project property.
- 5.2 Common Facilities & Amenities : Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 5.3 Saleable Space: Shall mean the space within the building, which is to be available as an unit/ flat for independent use and occupation in respect of Owner's Allocation & Developer's Allocation as mentioned in this Agreement.
- 5.4 Landowner's Allocation: Shall mean the consideration against the project by the owner, morefully described in Second Schedule hereunder written.

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- 5.5 Developer's Allocation: Shall mean all the remaining area of the proposed multi storied building excluding Landowner's Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 5.6 Architect' Engineer: Shall mean such person or persons being appointed by the Developer.
- 5.7 Transfer: With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said building to intending purchasers thereof.
- Sunctioned plan is Shall mean such plan or revised sanctioned plan for the construction of the multi-storied building, [G+3] which will be sanctioned by the Khardah Municipality in the name of the Landowner for construction of the building including its modification and amenities and alterations.
- 5.9 Built Up Area (For any Individual Unit): Here Built up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and cent



percent area covered by the individual wall for the said

- 5.10 Covered Area (For any Individual Unit): Here covered area means total built up area for any unit plus proportionate share of stairs, lobby and lift areas (if any).
- 5.11 Super Built Up Area (For any Individual Unit): Here super built up area means the total covered area plus service area.

6. CO-OWNERS/LAND OWNERS RIGHT & REPRESENTATION:

- 6.1 Indemnification regarding Possession & Delivery: The Coowners/Landowners are now seized and possessed of and/or otherwise well and sufficiently entitled to the project property in as it is condition and deliver physical as well as identical possession to the Developer to develop the project property.
- 6.2 Free From Encumbrance: The Co-owners/ Landowners also indemnifies that the project property is free from all encumbrances and the Co-owners/ Landowners have marketable title in respect of the said premises.

7. DEVELOPERS/ PROMOTERS RIGHTS:

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7.1 Authority of Developers: The Developers shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.

- 7.2 Right of Construction: The Co-owners/ Landowners hereby grant permission an exclusive rights to the Developer to build new building upon the project property.
- 7.3 Construction Cost : The Developers shall carry total construction work of the present building at their own costs and expenses. No liability on account of construction cost will be charged from Owner's Allocation.
- 7.4 Sale Proceeds of Developer's Allocation : The Developers will take the sale proceeds of Developers' Allocation exclusively.
- Purchaser for Developers' Allocation as per terms of Development Agreement the said possession/ area will be taken by the Developers and the agreement with the intending purchasers will be signed by the Developers and on behalf of the Landowner as a Registered Power of Attorney Holders. All the sales consideration of Developers' Allocation either partly or wholly will be taken by the

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Developers and issue money receipt in their own names but without creating any liability on the owner.

- 7.6 Selling Rate: The selling rate of the Developers' Allocation will be fixed by the Developers without any permission or consultation with the Co-owners/ Landowners.
- 7.7 Profit & Loss: The profit & loss, carned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Owners' Allocation on accounts of loss or vice versa on account of profit from Developers' Allocation.
- 7.8 Possession to the Co-owners: On completion of the project, the Developer will handover undisputed possession of the Owners' Allocation together with all rights of the common facilities and amenities to the Owners with Possession Letter and will take release from the owner by executing a Deed of Release.
- 7.9 Possession to the intending purchasers: On completion of the project, the Developers will handover possession to the intending purchasers, possession letters will be signed by the Developers as the representatives and Power of Attorney holders of the Co-owners/Landowners.



7.10 Deed of Conveyance: The Deed of Conveyance will be signed by the Developer/s on behalf of and as representatives and registered Power of Attorney Holders of the Co-owners/ Landowners.

CONSIDERATION :

8.1 Permission against Consideration: The Co-owners

Landowners grant permission for exclusive right to

construct the proposed building in consideration of Owner's

Allocation to the Developers.

9. DEALING OF SPACE IN THE BUILDING :

- 9.1 Exclusive Power of Dealings of Landowner. The Landowner shall be entitled to transfer or otherwise deal with Owners' Allocation in the building and the Developers shall not in anyway interfere with or disturb the quiet and peaceful possession of the Owner's Allocation.
- 9.2 Exclusive Power of Dealings of Developers: The Developers shall be exclusively entitled to the Developers' Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Co-owners/ Landowners and the Co-owners/ Landowners shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developers' Allocation.



10. POWER AND PROCEDURE

10.1 We. Co-owners/Landowners (11)SMT. CHAYA CHOWDHURY, [2] SRI KALLOL CHOWDHURY, (3) SMT. KAKOLI BANERJEE , (4) SRI DILIP KUMAR CHOWDHURY, (5) SMT. MAUMITA MAJHI, (6) SMT. PURNIMA GANGULY, hereinafter called the JOINT OWNERS" to the Estate of Smt. Karunamoyee Debi, deceased resident of Holding No. 118/83 at Bosepara, Ward No.14, P.O. & P.S. Khardah, Dist North 24 Parganas, Kolkata - 700 117, are executing this present Registered Power of Attorney IRREVOCABLE upto the period of completion of the project in writing in favour of the Developers/Promoters including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for Developera' Allocation, and for this purpose, we are hereby appointing. nominating and constituting SRI RASBEHARI ROY. represented as Directors of M/s. ROY JOB ASSOCIATES MANAGEMENTS PVT LTD having its Registered Office at 30A, Sibnarayan Das lane, Kolkuta 700 006, Developers herein, as our constituted attorneys, to do, act and represent ourselves in our name and on our behalf, as follows:

Wil-

(a) To appear and represent before the authorities of Khardah Municipality, CESC Ltd./W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Registrar Assurances of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new building/s and do all the needful as per the terms and conditions mentioned in this present Agreement for Development, for allotment/registration and sale of Flats, Shops, Garage Spaces, Office Space of Developers' Allocation.

- (b) To apply, obtain electricity. Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Developers/Promoters may think fit and proper.
- (c) To manage and maintain the said premises including the building/s to be constructed thereon.

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- (d) To sign, verify and file applications, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of said premises before Khardah Municipality or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.
- (e) To pay all Municipal and other Statutory Taxes, Rates and charges in respect of the said land and premises on our behalf and in our name as and when the same will become due and payable.
- Understanding and/or to execute deed of amalgamation with neighbour's plot of land of the schedule property and / or any other instruments and deeds & documents in respect of sale of flat/s, units and/or Car Parking Spaces or Office Spaces within Developers' Allocation in the proposed building/s in favour of the intending purchaser/s in terms of the present Agreement for Development. To take finance/loan in their names (Developers' name) or in the name of intending purchaser/s from any financial concern by depositing and mortgaging flat/flats/shops/garages/

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papers and documents for the said purpose. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and/or Deed of Conveyance, and/or any other instrument and document in respect of sale of flats/s, shop/s, units and/or car parking spaces in the proposed building/s in favour of the intending purchaser/s relating to Developers' Allocation.

- Ig) To receive the consideration money in cash or by cheque /
 draft from the intending purchaser or purchasers for
 booking of flat/s, shops/garages or units or car parking
 spaces/ Office Spaces relating to Developers' Allocation and
 to grant receipts thereof and to give full discharge to the
 purchaser/s.
- (h) To do all the needful according to the condition mentioned in this present Agreement for Development regarding negotiation, agreement/contact for sale of flats, garages, covered spaces and car parking spaces /Office spaces within the Developers' Allocation.
- (i) To instruct the Advocate/s or Lawyer/s for preparing and/or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in this present



Agreement for Development, as may be necessary for the purpose for sale of the flats / units and car parking spaces/Office spaces in the said building/s relating to Developers' Allocation in our said premises.

- To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning my said premises or any part or portion thereof.
- (k) To sign, declare and/or affirm any Plaint, Written Statement, Petition, Affidavit, Verification, Vokalatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to our said premises or in anyway connected therewith, arising out of the agreements and relating to the construction to be made in the premises.
- (I) That Developers/Promoters will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale/Deeds of Conveyance in favour of any intending purchasers of Developers' Allocation.
- (m) For all or any of the purposes herein before stated and to appear and represent me before all concerned authorities



having jurisdiction over our said premises as per the condition mentioned in the this present Agreement.

(n) The Developers/Promoters will do the aforesaid acts, deeds and things regarding development of the land mentioned in the schedule of this present Agreement for Development.

II. NEW BUILDING :

- 11.1 Completion of Project: The Developers shall at their own
 costs construct, and complete the proposed building with
 good and standard material as may be specified by the
 Engineer of the Developers from time to time.
- 1.1.2 Installation of Common Amenities: The Developers shall install and erect in the building at Developers' own cost and Expenses, Pump Water, Storage Tank, Overhead Reservoir, Lift, Electrification, Permanent Electric Connection from the CESC Ltd./W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.

11.3 Architect Fees etc. : All costs, charges and expenses including Architect's fees, Engineer's fees, LBS plan/revised



plan charges, supervision charges etc. shall be discharged and paid by the Developers and the Co-owners/ Landowners shall bear no responsibility in this context.

11.4 Municipal Taxes & Other Taxes of the Property: The Coowners/ Landowners shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developers will pay will be borne by the Developers from the date of execution of these presents till the date of completion of the construction and allocation.

From the date of completion and allocation of the floor area between the Co-owners/ Landowners and the Developers the Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of Developers and area of Co-owners/ Landowners, by the Developers and / or their nominees and the Co-owners/ Landowners and/or her nominee/nominees respectively.

11.5 Upkeep Repair & Maintenance: Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.



- 12 PROCEDURE OF DELIVERY OF POSSESSION TO CO-OWNER:
- 12.1 Delivery of Possession: An soon as the building will be completed, the Developers shall give written notice to the Co-owners/ Landowners requiring the Co-owners/ Landowners to take possession of the Owner's Allocation in the building and certificate of the Architect/L.B.S or the Municipality being provided to that effect.
- Payment of Municipal Taxes: Within 30 days from the receive possession of Owner's Allocation and at all times there after the Co-owners/ Landowners shall be exclusively responsible for payment of all Municipal arid property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as the said rates') payable in respect of the Owners' Allocation only.
- 12.3 Share of Common Expenses & Amenities: As and from
 the date of delivery of possession to be received, the Coowners/ Landowners shall also be responsible to pay and
 bear and shall pay to the Developers/Flat Owners
 Association, the service charges for the common facilities in
 the new building payable in respect of the Owner's
 Allocation such charges is to include proportionate share of

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premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

13. COMMON RESTRICTION :

- The Owner's Allocation in the building shall be subject at to
 the same restriction and use as are applicable to the
 Developers' Allocation in the building intended for common
 benefits of all occupiers of the building, which shall include
 as follows:-
- 13.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.

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- 13.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 13.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all to terms and conditions on their respective part to be observed and /or performed (n) the proposed transferce shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferce shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 13.1.4 Both parties shall abide by all laws, byelaws, rules and regulation 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, byelaws and regulation.
- 13.1.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and apportenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause

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any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against the consequence of any breach.

- 13.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- 13.1.7 Neither party shall I throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- 13.1.8 The Co-owners/ Landowners shall permit the Developers and their servants and agents with or without workman and other at all reasonable time to enter into and upon the Owner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

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14. OWNER'S OBLIGATION :

14.1 No Interference :

The Co-owners/ Landowners hereby agree and covenant with the Developers

- Not to cause any interference or hindrance in the construction of the building by the Developers.
- ii) Not to do any act, deed or thing, whereby the Developers may be prevented from selling, assigning and / or disposing of any of the Developers' allocated portion in the building.
- iii) Not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developers during the period of construction.

15. DEVELOPERS OBLIGATIONS

- 15.1 Time Schedule of Handing Over Owner's Allocation: The Developers hereby agree and covenant with the Landowner to handover Owner's Allocation within 36 months from the date of sanctioning the building plan from the concerned authority. The Developers also empower by the Co-owners/Landowners a grace period of 6 (Six) months more to deliver the Owner's Allocation.
- 15.2 Penalty: If the Owner's Allocation will not be delivered within the stipulated period, the Developers shall be liable to pay Rs.2,000/- (Rupees Two Thousand) only per month to the Co-owners/ Landowners as damages.

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No Violation: The Developers hereby agree and covenant
with the Landowner not to violate or contravenes any of the
provisions of rules applicable to construction of the said
building; not to do any act, deed or thing, whereby the
Landowner is prevented from enjoying, selling, assigning
and/or disposing of any Owner's Allocation in the building
at the said premises vice versa.

OWNER'S INDEMNITY

Indemnity: The Co-owners/ Landowners hereby undertakes that the Developers shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developers perform and fulfill the terms and conditions herein contained and/or its part to be observed and performed.

16.1 DEVELOPERS' INDEMNITY

The Developers hereby undertake to keep the Co-owners/
Landowners indemnified against third party claiming and
actions arising out of any sort of act of occupation
commission of the Developers in relation to the construction
of the said building; against all actions, suits, costs,
proceedings and claims that may arise out of the
Developers' actions with regard to the development of the
said premises and / or for any defect therein.



17. MISCELLANEOUS:

- 17.1 Contract Not Partnership: The Co-ewners/ Landowners
 and the Developers have entered into this agreement purely
 as a contract and nothing contained herein shall be deemed
 to constitute as a partnership between the Landowner and
 the Developers in any manner nor shall the parties hereto
 be constituted as association of persons.
- Not specified Premises: it is understood that from time to 17.2time facilitate the construction of the building by the Developers various deeds, matters and things not hereby specified may be required to be done by the Developers and for which the Developers may need the authority of the Coowners/ Landowners and various applications and other documents may be required to be signed or made by the Landowner related to which specific provisions may not have been mentioned herein. The Co-owners/ Landowners hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the Co-owners/ Landowners shall execute any such additional power of attorney and f or authorization as may be required by the Developers for any such purposes and the Co-owners/ Landowners also undertakes to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do

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not in any way infringe on the rights of the Co-owners/ Landowners and/or against the spirit of these presents

- 17.3 Not Responsible: The Co-owners/ Landowners shall not be liable or any income tax, wealth tax or any other taxes in respect of the Developers' Allocation and the Developers shall be liable to make payment of the same and keep the Co-owners/ Landowners indemnified against all octions, auits, proceedings, costs, charges and expenses in respect thereof.
- 17.4 Process of Issuing Notice: Any notice required to be given by the Developers to the Co-owners/ Landowners shall without prejudice to any other mode of service available be deemed to have been served on the Co-owners/ Landowners if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developers by the Co-owners/ Landowners if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledged or sent by prepaid registered post with due acknowledged or sent by prepaid registered post with due acknowledged or sent by prepaid registered post with due



17.5 Formation of Association: After the completion of the said building and receiving peaceful possession of the allocation, the Co-owners/ Landowners hereby agrees 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 or such management of
the affairs of the building and/or common parts thereof and
hereby given their consent to abide by such rules and
regulations.

- 17.6 Name of the Building: The name of the building shall be given by the Developers as "SURYA APARTMENTS".
- 17.7 Right to borrow fund: The Developers shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Co-owners/ Landowners or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Co-owners/ Landowners nor any of their estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developers shall keep the Co-owners/ Landowners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

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17.8 Documentation: The Co-owners/ Landowners delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the owners will bound to produce documents; in original before any competent authority for inspection.

18 FORCE MAJEURE :

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeures and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the reasonable control of the parties hereto.

19. JURISDICTION:

In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

Approximate value of said property Rs,1.85,00,000/(Rupees One Crore Eighty Five Lakits) only.



THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of land and building)

ALL THAT piece and parcel demarcated plot of Bastu land measuring 45.93 decimal i.e. 27 Cottahs 13 Chittacks 15 sq. ft. (out of which in R.S. Dag No.2496=36.56 decimal i.e. 22 Cottahs 2 Chittacks 22 sq. ft. and R.S. Dag No.2497 = 9.37 decimal i.e. 5 Cottahs 10 Chittacks, 38 sq. ft.) i.e. total area = 27 Cottahs, 13 Chittacks, 15 sq.ft. be the same a little more or less, with 2000 Sq. ft. pucca Two stoired building (1000 sq. ft. each floor) be the same a little more or less lying and situated at Mouza-Khardah, J.L. No.2, Re. Sa. No.18, Touzi No.145, 2998, 1505, in R.S. Dag No.2496 and 2497 now L.R. Dag No.2796/3873 and 3869 under L.R. Khatian No.830 respectively under S.R. Barrackpur, within the limit of Khardah Municipality having holding No.118/83 at Bose Para, Ward No.14, P.O. = B.D. Sopan and P.S. Khardah, District. North 24 Parganas, Kolkata = 700117, West Bengal, which is butted & bounded as follows:

ON THE NORTH : Average 7% feet wide Municipal Road.

And House of Gopal Banerjee and Netai

Dhara.

ON THE SOUTH Average 10 feet wide Municipal Road.

ON THE EAST House of Chakraborty Families.

ON THE WEST : Average 12 feet wide Municipal Road.



THE SECOND SCHEDULE ABOVE REFERRED TO

(Land owners Allocation) (Allocations of Flats/Car Parking/Garage)

LANDOWNER'S ALLOCATION: The Co-owners/ Landowners
hereto in consideration of allowing the Developer to develop the
said premises as stated in the First Schedule herein above by
raising the construction of multi-storied building over and above
the same will be entitled to have the allocation in the manner as
follows:-

The Owner's Allocation will be allotted as follows :-

- 1. The Landowner will get 30% of constructed area in form of self-contained flats, Car parking spaces, Commercial Spaces, (if any) etc. as per demarcation in the plan sanctioned by the competent authority/Khardah Municipality and copy of the said demarcated floor plan will be supplied to the owners alongwith a Supplementary Development Agreement (if any) denoting the flats and car parking space and commercial space within the preview of owner's allocation.
- (a) The co-owners will be paid Rs.50,00,000/- (Rupees Fifty Lakhs) only in cash/dd which will be adjusted with an area of 3200 sq.ft. from owner's allocation i.e. [30%].



(b) The flats will be inhabitable condition with proportionate share of land common roof facilities, common parts, common amenities of the building and the said property togetherwith the undivided proportionate and impartible share of land with all amenities and facilities.

THIRD SCHEDULE ABOVE REFERRED TO

(Developers' Allocation)

portion of the entire buildings (excluding Owner's Allocation) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developers after providing the Owner's Allocation as aforesaid and together with the absolute right of the part of the developers to enter into agreement for sale with intending purchaser/purchasers teamsters, by and mode of Transfer of Property Act and/or lease, let out, or in any manner may with the same as the absolute owner thereof.

THE FOURTH SCHEDULE: ABOVE REFERRED TO

(specification)

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STRUCTURE: Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.

- EXTERNAL, WALL 8" thick brick wall and plastered with cement mortar.
- INTERNAL WALL: 5"/3" (bick brick wall and plastered with coment mortur.
- FLOORING: Flooring is of Hat will be of Vitrified Tiles.
- BATH ROOM: Bath room fitted upto 5-6" height with glazed tiles of standard brand.
- KITCHEN: Cooking platform and sink will be of Black stone
 2'6' height standard tiles above the platform to protect the oil spot.
- TOILET: Toilet of Indian type pan / European type commode with standard P.V.C. Cistern. All fittings are in standard type.
 One wash hand basin is in dining space.
- DOORS: Water proof flush doors of 32 mm thickness and front door/main door is made stainless steel.
- WINDOWS: Alluminium Sliding.
- WATER SUPPLY: Water supply around the clock is assured for which necessary submersible pump/deep tube well will be installed.
- PLUMBING: Toilet concealed wiring with PVC Pipe with two bibcock, one shower each in toilet, all fittings are standard quality.
- VERANDAH : Verandah grill will provide up to 2'-6" height from 1'-0" top of floor.
- 13. LIFT: 4/5 passengers capacity lift will be provided.



ELECTRICAL WORKS:

- Full concealed wiring with copper conduit.
- In Bed room: Two light points, only one 5 amp. plug point,
 one fan point.
- Living/dining room: Two light points, One Fan point, one 5
 amp, plug, one 1.5 amp, plug (as per required area).
- Kitchen: One light point, one exhaust fan point and one 1.5.
 amp. plug point.
- Toilet: One light point, one 1 5 amp. plug point, one exhaust fan point.
- Verandah : One light point.
- One light point at main entrance.
- Calling bell: One calling bell point at the main entrance.

PAINTING :

- Inside wall of the flat will be finished with plaster of paris and external wall with super snowcem or equivalent.
- All door and windows frame painted with two coats white primer.

AMENITIES AND FACILITIES:

- Airy 3 side open Flats with cross ventilation and adequate natural light.
- 2) Distance area from proposed flat :-
- a) 1 ½ k.m. from Khardah Railway Station.



- b) 1 k.m. from B.T. Road
- c) Local market 5 Minutes.
- Water treatment (iron removal) Plant with round the clock water supply.
- Generator power back up*.
- Fire fighting & prevention facility*.
- Lift of reputed make*.
- 24 hours security.
- 8) Intercom*
- 9] Exclusive Open Car Parking*.
- 10) Common terrace.
- 11) Boundary walls with gates & lights.
- MS Grills.
- Designer lobby.
- Wooden main door with locking system.
- 15) Internal painting*.

EXTRA COST: Stat marks (*) as is consider as Extra Cost. Any work other then specified above would be regarded as extra work for which separate payment is required to be made.



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

SIGNED, SEALED AND DELIVERED by the

Parties at Kolkata in the presence of

WITNESSES

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3 - figher Karmerkey 24/9 AKLLY KUMBY Auktories Road, 101-90 P.S. - Bernager

Chaya Chandhiory

SRI KALLOL KUMAR CHOWDHURY

KAKAL BANENJEE .

5) Mounta Maji,

6 CULTURE GARGULY

ROY JOB ASSOCIATES MANAGEMENTS PVT. LTD.

Rosbehawi SHI RASHEHARI ROY POR M/S. ROY JOB ASSOCIATES MANAGEMENTS PVT. LTD. DEVELOPERS PREMIOTERS

Disabout Sec.

KALYAN KUMAR CHOUDHURY

Advocate High Court, Calcutta 12. Chowringhee Square 2- Plum, Esplanade Anthra bosomuce finding Kollintic-7000059

Computer Printed by me :

NEW VIJAYA 10, Old Post Office Street. Kolkata: 700001

MEMO OF CONSIDERATION

We, the Owners/Co-owners received on or before the date of execution of this present Development Agreement Rs.50,00,000/- (Rupees Fifty Lakha) only from the present Developers, A.D.S.R. Barrackpore, 24 Parganas (North) in accordance with this present Agreement for Development and also confirm the present agreement.

MEMO

Sl. No.	Particular	Amount[Rs.]
E	By Bankers Cheque No.001605 dated 20.03.2013 drawn on Allahabad Bank, Hatibagan Branch, Kolkuta in favour of Purnum Ganguly	18,00,000/-
2	By Demand Draft No 080258 dated 21.03.2013 drawn on UBL Kerulia Branch, in favour of Mounita Maii	9,99,000/-
2.	By Demand Draft No.080259 dated 22.03.2013 drawn on UBL Kerulia Branch, in favour of Moumits Maji.	B,91,000y-
3.	By Bankers Cheque No.001606 dated 20.03.2013 drawn on Allahabad Bank, Hatibagan Branch, Kolkata in favour of Kakuli Banerjee.	5,00,000/-
4,	By Pay Order No.433335 dated 21.03.2013 drawn on UCO Bank, Jatindra Mohan Avenue, Kolkata 700005 in favour of Kakali Banerjee.	2,00,000/-
5;	By Bankers Cheque No.271811 dated 21.03.2013 drawn on Dhanlaxmi Bank Ltd., Brabourne Branch, Kolkata-700001 in favour of Kakali Bangrice.	2:00,000/-
b.	By Cheque No.298648 dated 22.03.2013 drawn on Allahabad Barik, Hatibagan Brunch, Kolkata in favour of Dilip Kumur Chowdhury.	3,00,000/-
7.	By Cheque No.298649 dated 22.03.2013 drawn on Allahabad Bunk, Haribagun Branch, Kolkata in favour of Kallol Kumar Chowdhory.	2,00,000/-
	TOTAL	50,00,000/-

(Rupees Fifty Lakins) only

WITNESSES :

1. Wighen Heiji 5, Landrichen Road Ranicegen (Merric) 1200 desember - 213101

2. Tapen fayaly 520; Bor Do Ad Lum Hate Kal-Do Dy B. follow Kormanay 29/9, AKNOY KNOWN ANNAMINE Park, MAJ-90 Par-Borrossan Director of
MUS. ROY JOB ASSOCIATES
MANAGEMENTS PVT. LTD.
1- Chlorya Chaudhoy.
2- Chlorya Chaudhoy.
3. Kakali Barengte.
4. Lily Kurar Charles.

SRI RASBEHARI ROY

5 Macani la Magi

KAKAKAKAKAKAKAKAKAKAKAKAKA

DATED THES

DAY OF

2013

KAKAKAKAKAKAKAKAKAKAKAKAKA

BETWEEN

SMT. CHAYA CHOWDHURY & ORS.

... JOINT OWNERS

AND

M/S. ROY JOB ASSOCIATES MANAGEMENTS PVT. LTD.

...DEVELOPERS/PROMOTERS

DEVELOPMENT AGREEMENT

KALYAN KUMAR CHOUDHURY

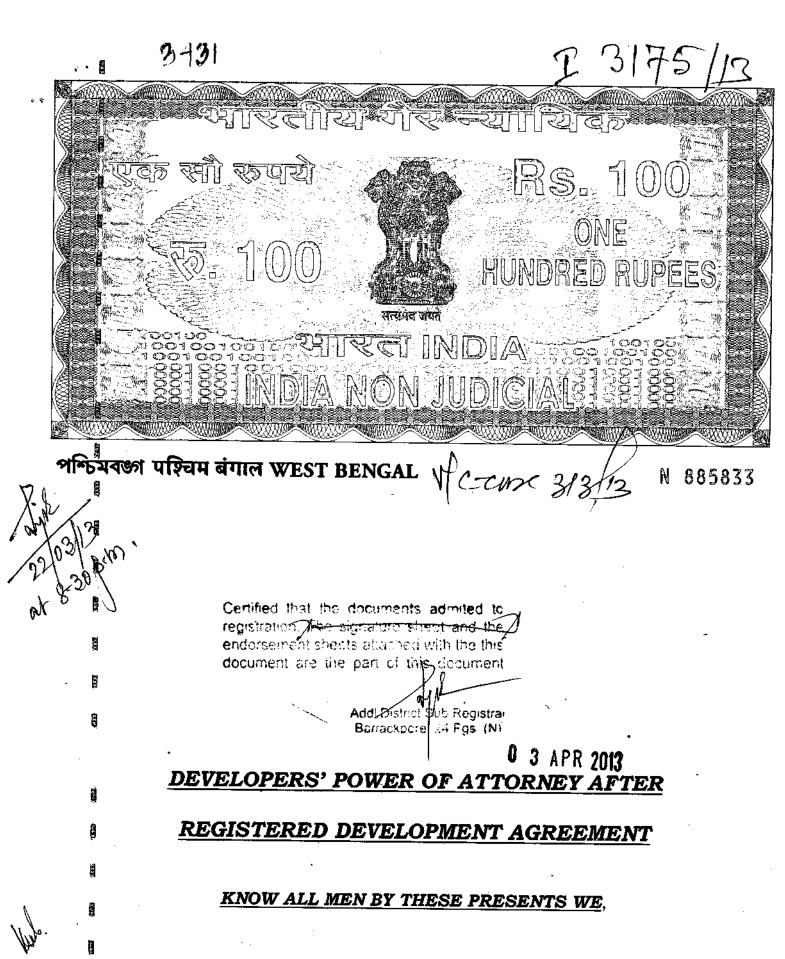
Advocate
High Court, Calcutta
12, Chowringhee Square
2nd Floor, Explanade
Andhra Insurance Building
Kolkata-700069

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 10 Page from 4863 to 4909 being No 03174 for the year 2013.



(Subhas Chandra Majumdar) 10-April-2013 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. BARRACKPORE West Bengal



SL NO DATE. NAME ADD AMT	Roy Job Associates on 30A, Olibonorgan	Conagements RINO. Das Zone.
•	- Chaya Claudhury. 22.03.2013	
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5417	-daller-dawas Chorch 22/3/2012	dilitorial District
5418	- Kakali Banerjee.	gistral of the control of the contro
5419	- Delip Kund chowing. 22.3.13	Addi. Dist. Sub-Registrar Barreckpore, North 24 Parganas
	- Moumita Maji 22/03/013	2 2 MAR 2013
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DATED THIS 22 nd DAY OF Morch, 2013

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SMT. CHAYA CHOWDHURY, SRI KALLOL KUMAR CHOWDHURY SMT. KAKALI BANERJEE SRI DILIP KUMAR CHOWDHURY SMT. MOUMITA MAJI,

SMT. PURNIMA GANGULY

... OWNERS

AND

M/S. ROY JOB ASSOCIATES MANAGEMENTS PVT. LTD.

... DEVELOPERS/PROMOTERS



KALYAN KUMAR CHOUDHURY

Advocate
High Court, Calcutta
12, Chowringhee Square
2nd Floor, Esplanade
Andhra Insurance Building
Kolkata-700069



Government Of West Bengal Office Of the A.D.S.R. BARRACKPORE District:-North 24-Parganas

Endorsement For Deed Number: I - 03175 of 2013 (Serial No. 03431 of 2013)

On 22/03/2013

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

Presented for registration at 20.30 hrs on :22/03/2013, at the Private residence by Chaya Chowdhury one of the Executants.

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

Execution is admitted on 22/03/2013 by

- 1. Chaya Chowdhury, wife of Lt. Kishore Kumar Chowdhury , Bose Para, Thana:-Khardaha, P.O. :-B D Sopan ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700117, By Caste Hindu, By Profession: House wife
- 2. Kallol Kumar Chowdhury, son of Lt. Kishore Kumar Chowdhury, Bose Para, Thana:-Khardaha, P.O. :-B D Sopan ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700117, By Caste Hindu, By Profession: Service
- 3. Kakali Banerjee, daughter of Lt. Kishore Kumar Chowdhury, Bose Para, Thana:-Khardaha, P.O.:-B D Sopan ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700117, By Caste Hindu, By Profession: House wife
- 4. Dilip Kumar Chowdhury, son of Lt. Krishna Ch. Chowdhury, Bose Para, Thana:-Khardaha, P.O.:-B D Sopan ,District:-North 24-Parganas, WEST BENGAL, India, Pin :-700117, By Caste Hindu, By Profession : Retired Person
- 5. Moumita Maji, wife of Nirjhar Majhi , Bose Para, Thana:-Khardaha, P.O. :-B D Sopan ,District:-North 24-Parganas, WEST BENGAL, India, Pin:-700117, By Caste Hindu, By Profession: House wife
- 6. Purnima Ganguly, wife of Tapan Kumar Ganguly, 520 Dum Dum Road, District:-Kolkata, WEST BENGAL, India, Pin:-700074, By Caste Hindu, By Profession: House wife
- Rasbehari Roy Director, M/s Roy Job Associates Managements Pvt. Ltd., 30 A , Sib Narayan Das Lane, District:-Kolkata, WEST BENGAL, India, Pin:-700006. , By Profession : Service

Identified By Tapan Ganguly, son of Lt. S Ganguly, 520 Dum Dum Road, Thana:-Dum Dum, District:-Kolkata, WEST BENGAL, India, , By Caste: Hindu, By Profession: Service.

> (Subhas Chandra Majumdar) ADDITIONAL DISTRICT SUB-REGISTRAR

On 26/03/2013

Certificate of Market Value (WB PUVI rules of 2001)

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TRAC PRA

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-2,32,22,197/-Monal Disc

Certified that the required stamp duty entires document is Rs.- 60 /- and the Stamp duty paid as: Impresive Rs.- 100/-े खिल्लिक क

> (Subhas Chandra Majumdar) ADDITIONAL DISTRICT SUB-REGISTRAR

03/04/2013 18:61:002 **

* ** ** EndorsementPage ** *****



Government Of West Bengal

Office Of the A.D.S.R. BARRACKPORE District:-North 24-Parganas

Endorsement For Deed Number: I - 03175 of 2013

(Serial No. 03431 of 2013)

(Subhas Chandra Majumdar)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 03/04/2013

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number: 48(g), 5 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 14.00/-, on 03/04/2013

(Under Article: E = 14/- on 03/04/2013)

(Subhas Chandra Majumdar)
ADDITIONAL DISTRICT SUB-REGISTRAR



(Subhas Chandra Majumdar) ADDITIONAL DISTRICT SUB-REGISTRAR

03/04/28 (52:55:201:0)

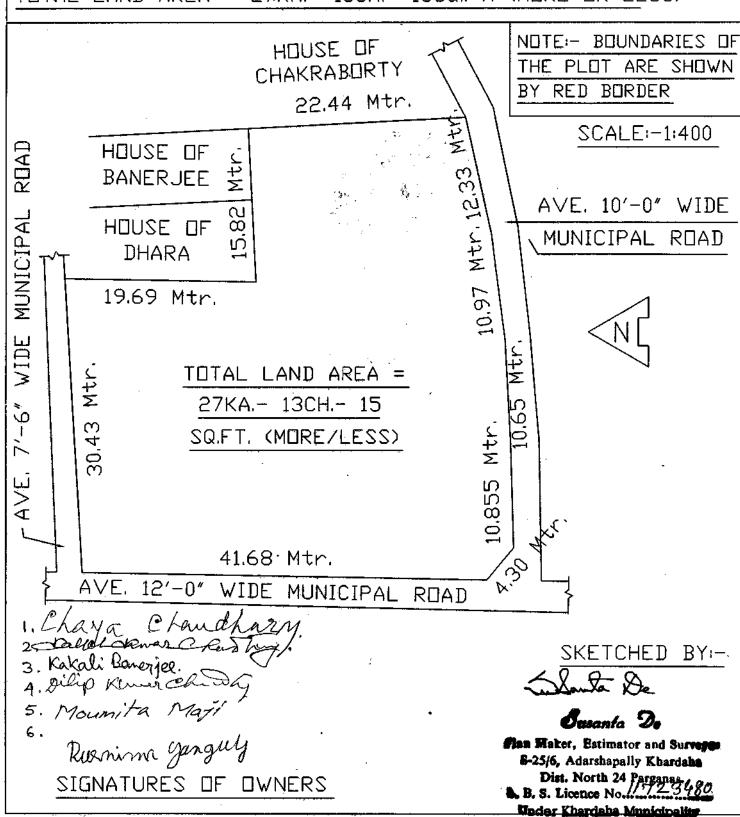
SITE PLAN SHOWS THE LAND AT HOLDING NO.- 118/83, BOSEPARA OF R.S. DAG NO.- 2496 & 2497; L.R. DAG NO.- 2496/3873 & 3869 UNDER KHATIAN NO.- 830; J.L.NO.-2; R.S. NO.- 18; TOUJI NO.- 145, 2998 & 1505; WARD NO.- 14; MOUJA, MUNICIPALITY & P.S.- KHARDAHA; DISTRICT- NORTH 24 PARGANAS.

AREA STATEMENTS:-

LAND AREA AT DAG NO.- 2496 = 22KA.- 2CH.- 22 SQ.FT.

LAND AREA AT DAG NO.- 2497 = 5KA.- 10CH.- 38 SQ.FT.

TOTAL LAND AREA = 27KA.- 13CH.- 15SQ.FT. (MORE OR LESS)

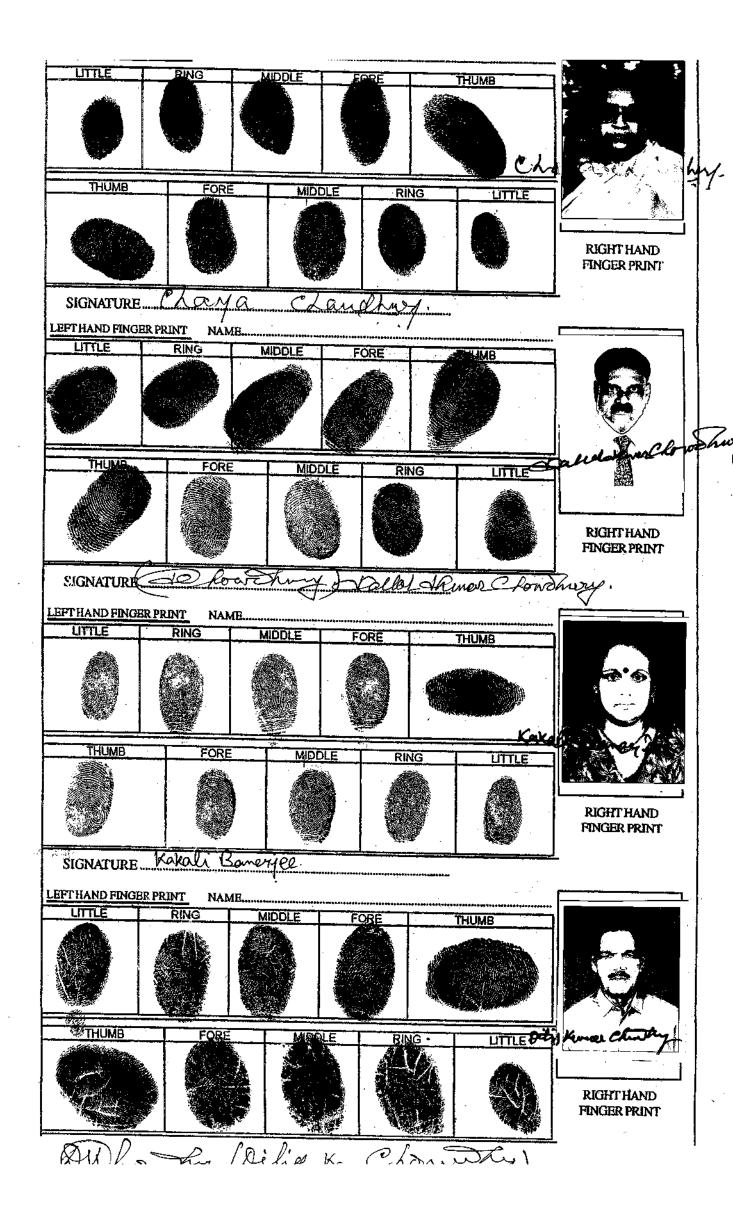


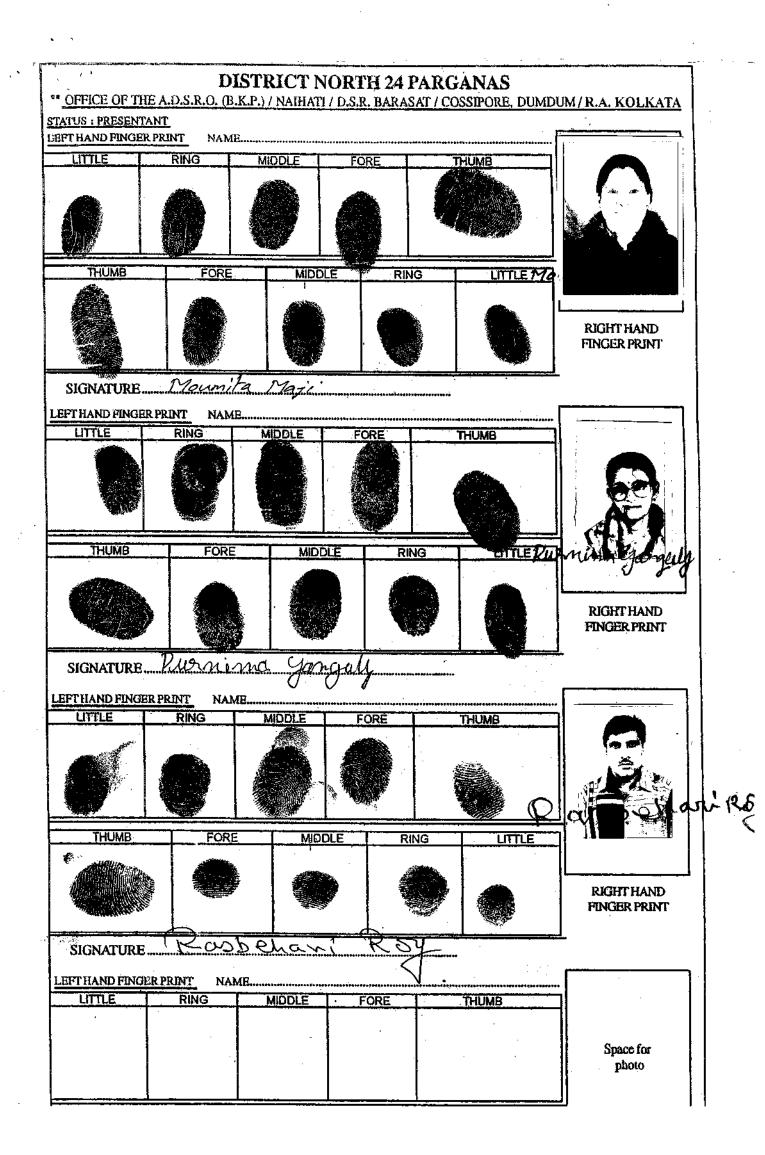




Addi. Dist. Sub-Registrat Barrackpore, North 24 Parganas

2 2 MAR 2013





(1) SMT. CHAYA CHOWDHURY, (PAN- N.A.) wife of Late Kishore Kr. Chowdhury, by occupation- Housewife (widow) by Caste-Hindu, SRI KALLOL KUMAR CHOWDHURY, (PAN- ACTPC6966A) **(2)** son of Late Kishore Kr. Chowdhury, by occupation- Service, by BANERJEE. (3)SMT. KAKALI (PAN Caste-Hindu, BONPB5370Q) daughter of Late Kishore Kr. Chowdhury, by occupation- Housewife, by Caste-Hindu, (4) SRI DILIP KUMAR CHOWDHURY, (PAN - ACFPC4804M) son of Late Krishna Ch. Chowdhury, by occupation- Retired, by Caste-Hindu, all residing at "KARUNAKUTIR" Bose Para, P.O. & P.S.- Khardah, Dist.- 24 Parganas (North), Kolkata- 700 117. (5) SMT. MOUMITA MAJI, (PAN- BKXPM9275R), wife of Dr. Nirjhar Majhi, by occupation-Housewife, by caste- Hindu, residing at "Doctor's quarters, Raghunathpur (New Buildings) Sub Divisional Hospital, Dist.-Purulia, PIN- 723133. (6) SMT. PURNIMA GANGULY, (PAN -BBPPG0179M), wife of Sri Tapan Kr. Ganguly, by occupation-Housewife, by caste- Hindu, residing at 520, Dum Dum Road, (Surer Math) "SWAPANDIP APARTMENT", Kolkata- 700 074, hereinafter called and referred to as the 'JOINT OWNERS (which expression shall unless and excluded by or repugnant to the subject or context be deemed to include their respective heirs, executors, administrators legal representatives and assigns) of the ONE PART.





- Purnima ganguly 22-3-2013

POY JOB ASSOCI**ATÉS MAN**AGEMENTS PVT. LTD.



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Addl. Dist. Sub-Registrar Barrackpore, North 24 Parganas

2 2 MAR 2013

AND

M/S. ROY JOB ASSOCIATES MANAGEMENTS PVT. LTD. (PAN-AAECR7946K) a Company having its Regd. Office at 30A, Sibnarayan Das lane, Kolkata-700 006, represented by its Director Sri Rasbehari Roy (PAN-AGDPR0279F), son of Late Satyakinkar Roy, residing at 68, Vivekananda Road, 3rd Floor, P.O. Beadon Street, P.S. Girish Park, Kolkata-700006, hereinafter called the DEVELOPERS/ PROMOTERS as our true, authorized and lawful Attorneys for our in our name, on our behalf (which expression shall unless and excluded by or repugnant to the subject or context be deemed to include their respective heirs, executors, administrators legal representatives and assigns) of the OTHER PART.

where we are the absolute 'Joint owners' of ALL THAT piece and parcel demarcated plot of Bastu land measuring 45.93 decimal i.e. 27 Cottahs 13 Chittacks 15 sq. ft. (out of which in R.S. Dag No.2496=36.56 decimal i.e. 22 Cottahs 2 Chittacks 22 sq. ft. and R.S. Dag No.2497 = 9.37 decimal i.e. 5 Cottahs 10 Chittacks, 38 sq. ft.) i.e. total area = 27 Cottahs, 13 Chittacks, 15 sq.ft. be the same a little more or less, with 2000 Sq. ft. pucca Two stoired building (1000 sq. ft. each floor) be the same a little more or less lying and situated at Mouza-Khardah, J.L. No.2, Re. Sa. No.18, Touzi No.145, 2998, 1505, in R.S. Dag No.2496 and 2497 now L.R. Dag No.2796/3873 and 3869 under L.R. Khatian No.830



respectively under S.R. Barrackpur, within the limit of Khardah Municipality having holding No.118/83 at Bose Para, Ward No.14, P.O. – B.D. Sopan and P.S.- Khardah, District- North 24 Parganas, Kolkata – 700117, West Bengal, morefully and particularly described in the Schedule hereinafter written, hereinafter called and known as the "Said Premises".

Development Agreement in respect of the aforesaid land and morefully and particularly described in the Schedule hereinafter written, with the said <u>DEVELOPERS/ PROMOTERS/ ATTORNEY</u>

HOLDERS of <u>M/S. ROY JOB ASSOCIATES MANAGEMENTS PVT.</u>

LTD. having its Registered Office at 30A, Sibnarayan Das.lane, Kolkata- 700 006, The said Development Agreement is registered on this <u>03nd</u> day of <u>April</u>, 2013 in the office of the A.D.S.R. Barrackpore, North-24 Parganas and recorded in Deed No. 3174 for the year 2013.

AND WHEREAS referred to the above Registered Agreement for Development, and for smooth development work, we, the Coowners appointing the **SAID ATTORNEY HOLDERS** as our true authorized and lawful attorneys for our names and on our behalf and to exercise, execute and perform all and every/any of the acts, deeds, matters and things, registered etc. as mentioned hereinafter appearing.

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- 1. To appear and represent before the authorities of Khardah Municipalities, CESC Ltd./W.B.S.E.D.C.L., All Statutory Tax Departments like Income Tax, Sales Tax, Service Tax and Etc. under the Town and Country Planning Act, Airport Authority of India, Railway Authority, Additional Registrar of Assurances- II, Kolkata, District Registrar, Additional District Sub-Registrar and before all other statutory and local bodies as and when necessary for the purpose of construction of new building/s and do all the needful as per the terms and conditioned in the aforesaid Registered Agreement for Development for allotment/registration and sale of Flats/Car Parking/Garage spaces of Developers' Allocation.
- 2. To apply, obtain Electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and/ or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said both the Attorneys may think fit and proper.

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3. To manage and maintain the said premises including the building/s to be constructed thereon.

- 4. To sign, verify and file applications, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of our said premises before Khardah Municipality or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.
- 5. To pay all Municipal and other Statutory Taxes, Rates and charges in respect of the said land and premises on our behalf when the same will become due and payable.
- 6. To enter into any Agreement for Sale, Memorandum of Understanding and/or to execute deed of amalgamation with neighbors' plot of land of the schedule property and/or any other instruments and deeds and documents in respect of sale of Flat/s, unit and/or Car parking spaces within Developers' Allocation in the said new building/s in favour of the intending purchaser/s in terms of the said Registered Agreement for Development. To take finance/loan in their names or in the name of intending purchaser/s from the financial concern by depositing and mortgaging flat/flats/car parking/garages etc from Developer's Allocation and to sign in the papers and documents for the said purpose on our behalf. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and/or Deed of Conveyance, and/or car parking spaces in the said new

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building/s in favour of the intending purchaser/s relating to Developers' Allocation as per said Registered Agreement for Development.

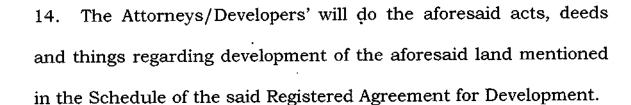
- 7. To receive the consideration money in cash or by cheque/draft from the intending purchaser/s for booking of flat/s, shops, garages or unit of car parking spaces, office spaces relating to Developers' Allocation and to grant receipts thereof and to give full discharge to the purchase/s as our lawful representatives.
- 8. To do all the needful according to the condition mentioned in the said Registered Agreement for Development regarding negotiation, agreement/contract for sale of flats, shops, garages, car parking spaces, office spaces and etc, if any, within the Developers' Allocation.
- 9. To instruct the Advocate/s or Lawyer/s for preparing and/or drafting such agreements, instruments, deeds and documents and other such papers as per the terms and conditions agreed upon by both the parties in the aforesaid Agreement for Development, as may be necessary for the purpose for sale of flats/units and car parking spaces in the said building/s relating to Developers' Allocation in our said premises.

10. To Commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of

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the matter concerning in our said premises or any part or portion thereof.

- 11. To sign, declare and/or affirm any Plaint, Written Statement, Petition, Affidavit, Verification, Vakalatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to our said premises or in anyway connected therewith, arising out of the agreements and relating to the construction to be made in the premises.
- 12. That my Attorneys will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreement for Sale / Deeds of Conveyance in favour of any intending purchaser/s according to the condition mentioned in the aforesaid Registered Agreement for Development on behalf of us.
- 13. For all or any of the purposes herein before stated and to appear and represent us before all concerned authorities having jurisdiction over our said premises as per the condition mentioned in the Registered Development Agreement.





15. That Attorneys/Developers' have given power to choose/select any name/s of the above said building / project as per their own choice in due course of time.

For all or any of the purposes arising out of the Registered Agreement for Development and hereinbefore stated and to appear and represent us before all concerned authorities having jurisdiction over our said premises and to sign, execute and submit papers and documents relating thereof.

AND GENERALLY to act as our Attorneys in relation to all matters touching our said property and on our behalf to do all instruments, acts, matters, deeds and things as full and effectually as we could do and personally present.

AND we hereby ratify and confirm and agree or undertake the act whatsoever our said Attorneys appointed under this Power shall lawfully do and causes to be done in the right of or by virtue of these presents including such confirmation and other works till the completion of the whole deal/transaction as per the said Registered Agreement for Development.



THE SCHEDULE ABOVE REFERRED TO

(Description of land and building)

ALL THAT piece and parcel demarcated plot of Bastu land measuring 45.93 decimal i.e. 27 Cottahs 13 Chittacks 15 sq. ft. (out of which in R.S. Dag No.2496=36.56 decimal i.e. 22 Cottahs 2 Chittacks 22 sq. ft. and R.S. Dag No.2497 = 9.37 decimal i.e. 5 Cottahs 10 Chittacks, 38 sq. ft.) i.e. total area = 27 Cottahs, 13 Chittacks, 15 sq.ft. be the same a little more or less, with 2000 Sq. ft. pucca Two stoired building (1000 sq. ft. each floor) be the same a little more or less lying and situated at Mouza-Khardah, J.L. No.2, Re. Sa. No.18, Touzi No.145, 2998, 1505, in R.S. Dag No.2496 and 2497 now L.R. Dag No.2796/3873 and 3869 under L.R. Khatian No.830 respectively under S.R. Barrackpur, within the limit of Khardah Municipality having holding No.118/83 at Bose Para, Ward No.14, P.O. – B.D. Sopan and P.S.- Khardah, District- North 24 Parganas, Kolkata – 700117, West Bengal, which is butted & bounded as follows:-

ON THE NORTH: Average 7½ feet wide Municipal Road.

And House of Gopal Banerjee and Netai

Dhara.

ON THE SOUTH: Average 10 feet wide Municipal Road.

ON THE EAST: House of Chakraborty Families.

ON THE WEST : Average 12 feet wide Municipal Road.

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<u>IN WITNESS WHEREOF</u> the parties hereto have set and subscribe their respective hands and seals on the day, month and year first above written.

22nd, monel, 2013.

SIGNED, SEALED AND DELIVERED by the Parties at Kolkata in the presence of: WITNESSES:

1 Ninhan Maji

8, Rambrichna Road Ramisagam (North)

1) Chaya Chowdhury,

SRI KALLOL KUMAR CHOWDHURY

2. Tofour Gaypely 570. Down Dow Rol. Smrn Marth.

(ed - 7000)4

3. Pupam Karmakar 24/9, AKSLAY KUMZY MUKHEYIEE ROOD, VOI-90 P.S.-BAYRMAGET 3) Kakali Bonerjee
SMT. KAKALI BANERJEE

4) Dilip Kumar Chowhy SRI DILIP KUMAR CHOWDHURY

5) <u>Moumita Maji</u> SMT. MOUMITA MAJI,

6. Purning Ganguly
SMT. PURNINA GANGULY

ROY JOB ASSOCIATES MANAGEMENTS PVT. LI

SRI RASBEHARI ROY
FOR M/S. ROY JOB ASSOCIATES Director
MANAGEMENTS PVT. LTD. DEVELOPERS/
PROMOTERS

Drafted by:

Kalyan Kumar Choudhury
Advocate
High Court, Calcutta

12, Chowringhee Square
2nd Floor, Esplanade
Andhra Insurance Building
Kolkata-700069

Computer Printed by me:

New Vijaya 10, Old Post Office Street, Kolkata- 700001.

DATED THIS

DAY OF

2013

BETWEEN

SMT. CHAYA CHOWDHURY & ORS.

... <u>JOINT OWNERS</u>

<u>AND</u>

M/S. ROY JOB ASSOCIATES MANAGEMENTS PVT. LTD.

...DEVELOPERS/PROMOTERS

DEVELOPERS' POWER OF ATTORNEY

KALYAN KUMAR CHOUDHURY

Advocate
High Court, Calcutta
12, Chowringhee Square
2nd Floor, Esplanade
Andhra Insurance Building
Kolkata-700069

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 10 Page from 4910 to 4928 being No 03175 for the year 2013.



(Subhas Chandra Majumdar) 10-April-2013 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. BARRACKPORE West Bengal