

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

REGARDING that the document is stamped
 registration, the signature sheets and
 the endorsement sheets attached with
 the document are part of this document

A 859882

12-300 5000
 S. No. 1228/13
 18/7/13

Anima
 10 JUL 2013

DEVELOPMENT AGREEMENT

B-769891-
 E. 141-
 1A- 287-
 20x6) 41-
 Sae 235/-

THIS DEED OF DEVELOPMENT AGREEMENT is made
 this the 10th day of JULY , 2013 BETWEEN (1) SMT. ANIMA
 DAS, wife of Late Kanailal Das, by religion: Hindu, by occupation
 Housewife (2) SHRI DEBKUMAR DAS, son of Late Kanailal Das,
 -by religion: Hindu, by occupation Service (3) SHRI DEBASIS



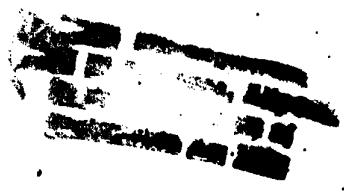
00007
 Serial 3976 Date 8/7/13
 Name M/S Elite Construction
 Address 1429 Brahmal Road (South)
 P.S. Lake, Kol-68
 Rs. 5000/-

A. K. PURKAYASTHA (Stamp Vendor)
 Alipore Police Court, Kol - 27

000021 /



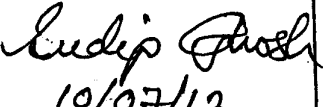


Biplab Inka
 S/o Sri Bimal Inka
 1/22, Bejaygash
 P.S. Jadarpur, Kolkata-32
 occupation - Service.



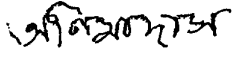







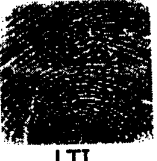



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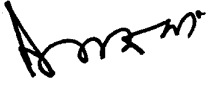
Government of West Bengal
Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
Office of the D.S.R. - IV SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 05940 / 2013, Deed No. (Book - I , 05728/2013)
Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Dip Ghosh 126 Gariahat Rd South, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700068	 10/07/2013	 LTI 10/07/2013	 10/07/13

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Anima Das Address -68 S B Das Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700149	Self	 10/07/2013	 LTI 10/07/2013	
2	Debkumar Das Address -68 S B Das Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700149	Self	 10/07/2013	 LTI 10/07/2013	
3	Debasis Das Address -68 S B Das Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700149	Self	 10/07/2013	 LTI 10/07/2013	
4	Dipankar Das Address -68 S B Das Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700149	Self	 10/07/2013	 LTI 10/07/2013	




 (Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS

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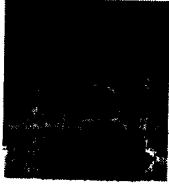

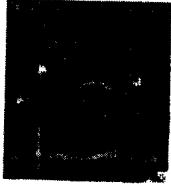



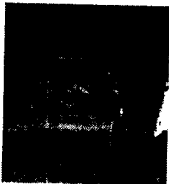

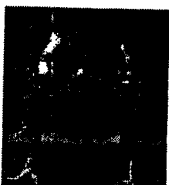



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Government of West Bengal
Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
Office of the D.S.R. - IV SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 05940 / 2013, Deed No. (Book - I , 05728/2013)

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

Admission of Execution By	Status	Photo	Finger Print	Signature
5 Baby Das Address -Boral Uttarpara, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700154	Self	 10/07/2013	 LTI 10/07/2013	<i>Baby Das</i>
6 Sushama Das Address -Khakurdaha Mondal Para, Thana:-Joynagar, District:-South 24-Parganas, WEST BENGAL, India,	Self	 10/07/2013	 LTI 10/07/2013	<i>Sushama Das</i>
7 Sabita Ghosh Address -1/126 Gariahat Rd South, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700068	Self	 10/07/2013	 LTI 10/07/2013	<i>Sabita Ghosh</i>
8 Sonali Nag Address -2/89 Bijoygarh, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700032	Self	 10/07/2013	 LTI 10/07/2013	<i>Sonali Nag</i>
9 Nantu Ghosh Address -1/429 Gariahat Rd South, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700068	Self	 10/07/2013	 LTI 10/07/2013	<i>Nantu Ghosh</i>
10 Sudip Ghosh Address -1/126 Gariahat Rd South, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700068	Self	 10/07/2013	 LTI 10/07/2013	<i>Sudip Ghosh</i>



Ashoke Kumar Biswas
(Ashoke Kumar Biswas)

DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS

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

Admission of Execution By	Status	Photo	Finger Print	Signature
Name of Identifier of above Person(s) Biplab Saha 1/77 Bijoygarh, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700032				Signature of Identifier with Date <i>Biplab Saha</i> 10.07.13



(Handwritten signature)

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 05728 of 2013
(Serial No. 05940 of 2013 and Query No. 1604L000012789 of 2013)

08/07/2013

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 : 4, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

1. Rs. 34000/- is paid , by the draft number 040104, Draft Date 08/07/2013, Bank Name State Bank of India, DHAKURIA, received on 10/07/2013
2. Rs. 43035/- is paid , by the draft number 040102, Draft Date 08/07/2013, Bank Name State Bank of India, DHAKURIA, received on 10/07/2013

(Under Article : B = 76989/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 10/07/2013)

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.-1,17,50,448/-

Certified that the required stamp duty of this document is Rs.- 20011 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 15011/- is paid , by the draft number 040103, Draft Date 08/07/2013, Bank : State Bank of India, DHAKURIA, received on 10/07/2013

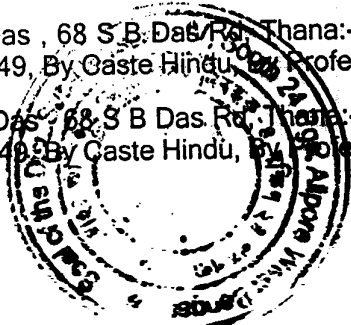
Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 12.30 hrs on :10/07/2013, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Sudip Ghosh , one of the Claimants.

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

Execution is admitted on 10/07/2013 by

1. Anima Das, wife of Lt. Kanailal Das , 68 S B Das Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700149, By Caste Hindu, By Profession : House wife
2. Debkumar Das, son of Lt. Kanailal Das , 68 S B Das Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700149, By Caste Hindu, By Profession : Service
3. Debasis Das, son of Lt. Kanailal Das , 68 S B Das Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700149, By Caste Hindu, By Profession : Service
4. Dipankar Das, son of Lt. Kanailal Das , 68 S B Das Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700149, By Caste Hindu, By Profession : Business

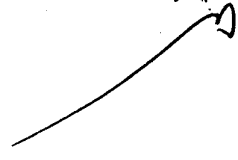


(Ashoke Kumar Biswas)

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10 JUL 2013

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LIBRARY





Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 05728 of 2013
(Serial No. 05940 of 2013 and Query No. 1604L000012789 of 2013)

5. Baby Das, daughter of Lt. Kanailal Das , Boral Uttarpara, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700154, By Caste Hindu, By Profession : House wife
 6. Sushama Das, daughter of Lt. Kanailal Das , Khakurdaha Mondal Para, Thana:-Joynagar, District:-South 24-Parganas, WEST BENGAL, India, , By Caste Hindu, By Profession : House wife
 7. Sabita Ghosh
Developer/partner, M/s Elite Construction, 1/429 Gariahat Rd South, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700068.
, By Profession : Business
 8. Sonali Nag
Developer/partner, M/s Elite Construction, 1/429 Gariahat Rd South, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700068.
, By Profession : Business
 9. Nantu Ghosh
Developer/partner, M/s Ellite Construction, 1/429 Gariahat Rd South, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029.
, By Profession : Business
 10. Sudip Ghosh
Developer/partner, M/s Elite Construction, 1/429 Gariahat Rd South, Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700068.
, By Profession : Business
- Identified By Biplab Saha, son of Bimal Saha, 1/77 Bijoygarh, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700032, By Caste: Hindu, By Profession: Service.

(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV



(Ashoke Kumar Biswas)
DISTRICT SUB-REGISTRAR-IV

DAS, son of Late Kanailal Das, by religion: Hindu, by occupation Service, (4) SHRI DIPANKAR DAS, son of Late Kanailal Das, by religion: Hindu, by occupation Business, all are residing at 68, S.B. Das Road, P.O. Rajpur, P.S. Sonarpur, District 24 Parganas (South), Kolkata – 7000149 & (5) SMT. BABY DAS, daughter of Late Kanailal Das, and wife of Sambhu Nath Das, by religion: Hindu, by occupation : Housewife and residing at Boral Uttarpara, P.O. Boral, P.S. Sonarpur, District 24 Parganas (South), Kolkata – 700154, (6) SMT. SUSHAMA DAS, daughter of Late Kanailal Das, and wife of Sri Panchu Gopal Das, by religion: Hindu, by occupation : Housewife and residing at Khakurdaha Mondal Para, P.O. Khakurdaha, P.S. Joynagar, District 24 Parganas (South), Pin – 743372, hereinafter referred to as the **“OWNERS”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

“M/S. ELITE CONSTRUCTION” a partnership firm having its office at 1/429, Gariahat Road (South), P.S. Lake, Kolkata – 700068 being represented by (1) SMT. SABITA GHOSH wife of Sri Haradhan Chandra Ghosh, by religion Hindu, by occupation Business, by Nationality Indian, and residing at 1/126, Gariahat Road (South), P.S. Lake, Kolkata – 700068, (2) SMT. SONALI NAG, wife of Sri Anjan Kumar Nag by religion Hindu, by Occupation business and residing at 2/89, Bijoygarh, P.S. Jadavpur, Kolkata – 700032, (3) SRI NANTU GHOSH, son of Late Pran Ballav Ghosh, by religion Hindu, by occupation Business, by Nationality Indian, and residing at 1/429, Gariahat Road (South), P.S. Lake,

Kolkata – 700068, and (4) **SRI SUDIP GHOSH**, son of Sri Haradhan Chandra Ghosh, by religion Hindu, by occupation Business, by Nationality Indian, and residing at 1/126, Gariahat Road (South), P.S. Lake, Kolkata – 700068 hereinafter referred to as the "**DEVELOPER**" (which expression shall unless otherwise repugnant to the context be deemed to mean and include the said firm and its proprietor and their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS Shri Balai Chandra Das and Shri Kanailal Das, both are sons of Late Nagendra Nath Das of 36, S.B. Das Road, Rajpur, P.S. Sonarpur, District 24 Parganas (South) were recorded owners in possession of the land measuring an area of 58 satak (46 satak Bastu + 12 satak Pukur) more or less in Khatian No. 2743 & 2744 respectively (by equally division of land measuring 29 satak for each Khatian number), under Plot No. 591, J.L. No. 55, Mouza Rajpur, Touzi No. 251, R.S. No. 109, District 24 Parganas (South), P.S. and A.D.S.R. Office – Sonarpur by way of inheritance being a Partition Deed which was registered in the office of the A.D.S.R. Alipore in Book No. 01, Volume No. 191, Page No. 146 to 154, Being No. 7134 in the year 1974.

AND WHEREAS the said Shri Kanailal Das while was remaining in possession of the land measuring an area of 29 satak i.e. physical land area is 17 cottahs, 09 chittaks 10 sq.ft.. in Khatian No. 2744, Plot No. 591, J.L. No. 55, Mouza – Rajpur, Touzi No. 251, R.S. No. 109, District 24 Parganas (South) by way of residing with his family and by paying taxes to the Government periodically.

20. If the Developer be prevented from performing their obligation under this agreement by the force major clause which includes acts of God, Earthquake, Tempest or Flood or any other Acts, beyond the control of the Developer and which is lasting continuously for a period of 6 (six) months in that event the parties hereto should consult each other regarding further implementation of the agreement provided further that if no mutual settles agreement is arrived at in writing within a period of three months from the expiry of the said six months referred to above the matter shall be referred for arbitration.
21. The Developer shall take all take all reasonable care in constructing the building so that no loss or damage or injury or inconvenience is caused to the Owners and/or occupiers of any of the adjoining premises. In case any such incident or accident the liability will remain with the Developer.
22. The owners of the land will have no liability regarding monetary and/or any other liabilities between the Developer and purchaser and any such dispute will have to be resolved by the Developer.
23. All disputes and differences between the parties relating to or arising out of the terms, scope and affect and/or interruption of this agreement or any clause thereof shall be referred for arbitration. The arbitrators shall dispose of all difference and/or disputes in a summary manner within two months and such arbitration will be held at Kolkata in accordance with the provisions of the Arbitration and Conception Act 1996. Each party can select one arbitrator.

AND WHEREAS on the death of Kanailal Das, who died intestate on 07.02.1993 leaving behind him his heirs as described in the FIRST PART of this Agreement and with one another son named as DIBAKAR DAS who died intestate on 07.04.1998 being un-married.

AND WHEREAS the said property was mutated under Rajpur-Sonarpur Municipality in the name of the owners on 22.05.2000 as described in the FIRST PART of this Agreement and paid all rates and taxes and they became the absolute owners of the said plot of land. They absolute seized and possessed of or otherwise well and sufficient entitled and in simple possession of the land measuring an area of 29 satak (23 satak i.e. 13 cottahs 15 chittaks 2 sq.ft. Bastu + 6 satak i.e. 3 cottahs 10 chittaks 8 sq.ft. pukur) i.e. physical land area is 17 cottahs 09 chittaks 10 sq.ft. little more or less lying and situated in Ward No. 17 (old 16) being premises no. 68 (Old 36), S.B. Das Road, Rajpur, Kolkata – 700149 in the District of 24 Parganas (South) under the jurisdiction of Rajpur Sonarpur Municipality more fully and particularly described in the FIRST SCHEDULE hereunder written.

AND WHEREAS the Developer is being experienced in developing property approached the Owners for deployment of the property and with a view to develop the said property containing an area of 29 satak (23 satak Bastu + 6 satak pukur) i.e. physical land area is. (bastu 13 cottahs 15 chittaks 2 sq.ft. + pukur 3 cottahs 10 chittaks 8 sq.ft.) i.e. total 17 cottahs, 09 chittaks 10sq.ft.. As particularly described in the FIRST SCHEDULE hereunder written by constructing as minimum as of 2 (two) identical G + III / G + IV storied building with car parking space and Lift. The owners will get total 40 (forty) percent

constructed area as per sanction i.e. flats, car parking, shop etc. and the Developer will get remaining 60 (sixty) percent as per sanctioned area i.e. flats, car parking space, shop etc.

NOW THIS MEMORANDUM OF AGREEMENT WITNESSETH AND IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :

- 1) The owners of the land have agreed to develop and the Developer has agreed to execute development of the land / property an area of 29 satak (23 satak Bastu + 6 satak pukur) i.e. physical land area of (bastu 13 cottahs 15 chittaks 2 sq.ft. + pukur 3 cottahs 10 chittaks 8 sq.ft. = 17 cottahs, 09 chittaks 10sq.ft.) being premises no. 68, S.B. Das Road, P.O. Rajpur, P.S. Sonarpur, Kolkata – 700149 with in the Rajpur Sonarpur Municipality hereinafter referred to as the SAID PROPERTY which is more fully described in the FIRST SCHEDULE hereunder written.
- 2) The owners hereby hand over the said property to the Developer for the purpose of new construction free from all encumbrances, acquisition, urban land ceiling and/or any other encumbrances whatsoever as where as it is upon execution of the Agreement.
- 3) The owners have a 7 (seven) years old straight two (2) storied residential building, ground floor about 500 (five hundred) sq.f. + 1st floor about 500 (five hundred) sq.ft, cemented floor.

- 4) The owners will get a sum of Rs. 4,00,000/- (Rupees Four lakh) only from the Developer for the demolition of the existing building as soon as the demolition work is over. The developer will arrange the necessary arrangements for demolition of said existing building to their own cost and man powers after the sanction of New Building Plan for construction of New Building in the property as described in the FIRST SCHEDULE hereunder written and as well as the 4 (four) owners out of 6 (six) owners as described in the FIRST PART of this Agreement i.e. (1) SMT. ANIMA DAS, (2) SHRI DEBKUMAR DAS, (3) SHRI DEBASIS DAS, (4) SHRI DIPANKAR DAS each of them will get a Shifting Charges @ Rs. 6,500/- (Rupees Six thousand Five hundred) only each per month from the date of vacation of the existing building within the 7th day of every English Calendar Month till the delivery of possession of the Owners allocation by the Developer to the New constructed building as Described in the SECOND SCHEDULE.
- 5) The Owners will get an interest free adjustable amount of Rs. 70,00,000/- (Rupees Seventy Lakh) from the Developer on the date of execution of this agreement and remain bound to execute a register "Power of Attorney" to the Developer for the act in favour of us to do the necessary official works for construction of new building o/ Taking Loan / Sale / Taking Advance from intending purchaser / Necessary Registration in the land / property and to allotted any Govt. Office / Office/ Kolkata Municipality and other authorities as described in the FIRST SCHEDULE of this Agreement.

6) The division of Rs. 70,00,000/- (Rupees Seventy lakh) only between the Owners will be in the following manner payable by the Developer through Bank Draft in the individual names at the time of the execution of this Agreement and said amount will be interest free and memo of consideration are given at the end of this agreement.

- i) ANIMA DAS – Draft of Rs. 05 (five) lakhs for self.
- ii) DEBKUMAR DAS – Draft of rs. 10 (ten) lakhs for self.
- iii) DEBASIS DAS – Draft of Rs. 35 (thirty five) lakhs (to convene the previous between the owners).
- iv) DIPANKAR DAS – Draft of Rs. 10 (ten) lakhs for self.
- v) BABY DAS – Draft of Rs. 05 (five) lakhs for self.
- vi) SUSHAMA DAS - Draft of Rs. 05 (five) lakhs for self.

7) The Owners will adjust the Rs. 70,00,000/- (Rupees Seventy lakhs) by giving to the Developers from their allocation as described in the SECOND SCHEDULE in this Agreement with 2 (two) numbers of identical Flats i.e. 1 (one) to each from Block "A" (Road side) – 1st Floor and from Block "B" (Backside) – 2nd floor and two car parking. Both the Owners and Developer agreed this adjustment as mentioned hereinabove.

8) The Owners will vacate the existing building within one month from the date of sanction of new building plan as stated in this agreement. No addition or alteration will be made by the owners after the execution of this agreement.

- 9) The Owners shall have to bound to return of Rs. 70,00,000/- (Rupees Seventy lakh) only to the Developer if any papers of land are found wrong and not true within considerable period of time and which will be mutually settled upon by the Owners and the Developer in course of time.
- 10) OWNERS ALLOCATION shall wherever appear mean space in the building allocable to Owners as below :-

a) After completion of the building the Owners of the land will get 40% (forty) percent of the total built up area as per sanction by Rajpur Sonarpur Municipality on the basis of sanction F.A.R. consisting of flats (From the Block – A i.e. in the First Block which is the adjacent of main road, in the 1st floor, in the 2nd floor, in the 3rd floor and in the 4th floor and From the Block – B i.e. in the Second Block which is the back side of the project, one in the 1st floor, one in the 2nd floor, one in the 3rd floor and one in the 4th floor and car parking space measuring more or less 135 sq.ft. each or as per sanctioned Building plan by the Rajpur Sonarpur Municipality as mentioned in the SECOND SCHEDULE together with right of enjoyment of the fittings, fixtures and arrangements as stipulated in the FOURTH SCHEDULE given hereunder along with the right to use the common utilities in the building.

In future if any other person from OWNERS' side claim and/or demand any allocations from the Developer, in that case the party of the First part (i.e. 6 Owners as above) shall be liable for the same and they shall adjust

the same from their own 40 (forty) percent allocation and the Developer shall not be liable for the same.

11. The owners are hereby agreed to allow the developer and /or its nominees or assignees the entire undivided proportionate share excepting Owners's allotted share or interest of the land represented by Flats at the said premises to be developed as aforesaid during / after construction.
12. The Developer shall complete the building within 36 (thirty six) months from the date of the sanction of the plan from the Rajpur Sonarpur Municipality and execution of Power of Attorney in favour of the Developer and the vacant possession of old building handed over to the Developer for construction (i.e. whichever is later).
13. Apart from the Owners allocation mentioned above, the Owners shall have no right, title and interest in any other portions of the building to be constructed at the said premises except for using and enjoying the common portion and area particularly mentioned in the FOURTH SCHEDULE hereunder written in common with the Developer and/or Owners of the other portions of the said building, the remaining portions of the said building save and except the Owners's allocation hereinafter referred to as the DEVELOPER'S ALLOCATION as mentioned in the THIRD SCHEDULE shall belong exclusively to the Developer and the Developer will be at liberty to sell, Developer's allocation to any intending purchaser/purchasers as per their own choice and discretions and the Developer shall be at their liberty to mortgage transfer or dispose of the

same or any portion on such terms and conditions, at such price or prices and to such person or persons as the Developer think fit and proper and the Owners shall have no objection to the same. The Owners will at all times cooperate in the manner required to confirm the agreements for the purpose of conveyance/conveyances.

14. Upon delivery of possession of the Owners allocation the Owners term or clause hereof shall execute one or more conveyances in respect of undivided proportionate share or interest in land representing flat at the said premises excepting Owners allocation in favour of the Developer and/or its nominee or nominees without any objection.

15. a) The cost of preparation of such conveyance or conveyances and the cost of stamp and registration thereof will be borne and paid by the intending purchaser. No cost whatsoever shall be borne by the Owners.

b) The Owners will sign, execute, affirm and declare all papers, applications, affidavits, declaration, plans, specifications, designs etc. as may be required for obtaining sanctions and permissions. If any from the Urban land ceiling Authorities, Kolkata Metropolitan Development Authority and similar other authorities for construction of the building at the said premises. As well as regularities Plan & Revised Plan after completion of Construction (if required, with prior consent and approval of the owners).

16. a) At the time of execution and registration of final deed of transfer of the units, the owners shall produce the Original Documents before the concerned Registering Authority. If the developer intend to receive the original documents at the time of agreement, then proper receipt will be provided by the developer to the owners mentioning each of the documents and all the original documents will be returned by the developer after the completion of the project.
 - b) In the event of transfer of the units under the Developer's allocation, the developer shall produce a copy of such deed of transfer to the owners for their inspection.
17. All Municipal rates, taxes, other outgoings and impositions of the said property up to the date of this agreement will be borne and paid by the owners.
18. The Owners shall not do or allow anything to be done whereby the construction of the building at the said premises by the Developer is hindered or impended or in any way affected.
19. Upon the execution of this agreement, the Owners shall execute Power of Attorney in favour of the Developer or its nominee or nominees authorizing them to do so all acts deeds and things and to exercise all power and authorities as the Developer deems fit and proper for implementing this agreement.

24. The Courts of Kolkata only shall have the exclusive jurisdiction to entertain and try actions, suits and proceedings arising out of this agreement.
25. Extra cost will be paid by the owners of the units at present market value if any additional works of specifications is to be done beyond specified arrangements.
26. Maintaining charges will be divided among the Purchasers & Owners as per Floor area ratio or otherwise as they deem fit and proper after the formation of the resident association.
27. Delivery of Owners' allocation to the owners by the developer shall always be a precondition to the delivery of possession of the Developer's allocation to their nominee/(s) or assignee/(s) in the proposed new building failing which the owners shall be entitled to revoke and / or cancel the power of attorney if any executed by the owners' in favour of the developer.
28. The owners' in no event shall be responsible or accountable for any financial consideration or for any consideration what so ever received by the developer from third party or parties in respect agreement for sale of sale of the units/ parking spaces under the developer's allocation.
29. The developer shall be liable to take out completion certificate of the building from the Rajpur Sonarpur Municipality at the cost and expenses of their own.

30. The owners shall be liable to pay Municipal Taxes up to the date of the Sanction of Building Plan and thereafter the owners shall be liable to pay their proportionate Municipal Taxes after the delivery of the Possession of the self contained units or flats as mentioned in the New Building. The developer shall be liable to pay Municipal Taxes from the date of sanction of Building Plan till the completion of construction and proportionate share of Municipal Tax thereafter.
31. After the preparation of proposed building plan the developer should deliver a copy of the same to the owners for their inspection and approval and the developer shall be entitled to submit the proposed building plan for sanction only after the same has been duly approved by the Owners.
32. The owners as described in the FIRST PART of this agreement not done any type of agreement or registration in the name of others except the Developer as described in the SECOND SCHEDULE of this agreement for sale / lease/ rent / any other cause. This land is free from all encumbrances and no case is pending before the any Courts of Law in India and this land is free from acquisition and no such requisition is made against this land.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of Bastu Land measuring an area of 29 satak (23 satak i.e. 13 cottahs 15 chittaks 2 sq.ft. Bastu + 6 satak i.e. 3 cottahs 10 chittaks 8 sq.ft. pukur) i.e. physical land area is 17 cottahs 09 chittaks 10 sq.ft.. little more

Sude Kumar Das
Ambes Pg

with existing building - Gr. Floor - 5th sub - F/Sr Floor 5th (about 3 years old - Cemented floor)
 or less lying and situated in Ward No. 17 (Old 16) being premises No. 68 (Old 36) S.B. Das Road, Rajpur, Kolkata - 700149 in the District of 24 Parganas (South) comprised in Mouza Rajpur, P.S. Sonarpur, Plot No. 591, Khatian No. 2744, J.L. No. 55, Touzi No. 251, R.S. No. 109, ADSR, Sonarpur, under the jurisdiction of Rajpur - Sonarpur Municipality butted and bounded as follows :-

ON THE NORTH : Land of Late Balai Ch. Das Khatian No. 2743.
 ON THE SOUTH : Plot NO. 579 & 592
 ON THE EAST : Plot NO. 590
 ON THE WEST : S.B. Das Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
(OWNERS'S ALLOCATION)

After completion of the building the Owners of the land will get 40% (forty percent) of the total built-up area i.e. flats, car parking space, shops etc. on the basis of sanction F.A.R.

THE THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATIONS)

60% (Sixty percent) of the total built up area i.e. flats, car parking space, shops etc. which has to be made by the developer of the said property is described in the FIRST SCHEUDLE in this agreement on the basis of sanction F.A.R.

Sude Kumar Das

THE FOURTH SCHEDULE REFERRED TO :

- i) Staircase on all floors.
- ii) Staircase landing on all floors
- iii) Common passage and lobbies in the ground floor Car Parking space.
- iv) Water pump, water tank, water pipes and other plumbing installations.
- v) Electric sub-station, electrical wiring, meters and fittings (excluding those as are installed for any particular unit)
- vi) Drainage and sewers.
- vii) Boundary walls and main gate.
- viii) Lawns and gardens.
- ix) Swimming Pools
- x) Lift.

SPECIFICATION OF MATERIALS FOR CONSTRUCTION OF RESIDENTIAL BUILDING AT PREMISES NO. 68, S.B. Das Road, Rajpur, Kolkata – 700149,
Modification and alteration may be made by betterment of the internal arrangements. All flats will have the same specifications. All will be arranged by the Promoter / Builder / Developer.

1. **BUILDING:**

- a) R.C.C. frame structure of columns, beams and slabs as per Municipality sanction plan.
- b) Roof Slab thickness is 4"
- c) Staircase landing standard size and stair case railing will be still grill.
- d) Brick wall – As per sanction plan.

2. **PLASTERING** : As per sanction plan.

3. **FLOORINGS**:

All rooms, kitchen, toilet, dining space, balcony or verandah, stair and landing shall be white marble flooring with 4" high skirting on all sides.

4. **TOILET & W.C. SANITARY AND PLUMBING**:

- a) Two (2) numbers of toilet shall be in every flat.
- b) Toilet floor shall be white marble flooring with 4" high skirting on all sides.
- c) Toilet wall shall be white colour glazed or vetrified tiles at the height of 6'ft from floor.

Necessary sanitary and plumbing fitting and concealed water connection in toilet :-

- 1) Cold water and hot water concealed line with fittings.
- 2) Geezer point only in Main Toilet.
- 3) Wash basin.
- 4) Shower,
- 5) Three taps (Standard quality)
- 6) Commode and PVC flash
- 7) Doors should be of P.V.C. moulded
- 8) One tap point at dining space for fitting of Aqua Guard Water purifier for drinking water.

5. **KITCHEN**:

- a) Kitchen floor shall be white marble flooring with 4" high skirting on all sides..

- b) One cooking platform with black stone top and shelf on another side. Glazed tiles in Top of the Cooking platform of 3'.
- c) One S.S. Sink of big size on tap over the sink and one tap below the sink. Drain pipe as you deem fit and proper.

6. **DOORS AND WINDOWS :**

- a) The main door will be of quality one side Teak Ply Flush Door with a Godrej Night latch. Both side Round handle lock with oil painted.
- b) Other inside doors shall be quality wooden flush door with oil painted and door frames shall be Sal wood.
- c) All doors shall be fitted with both side Round hold lock, Door rest.
- d) Door of Bed rooms will be fitted with tower bolt inside.
- e) All windows shall Aluminium sliding with glass (4mm) along with integral steel grill.

7. **ENTRANCE:**

Main entrance of the each Block M.S. Grill Gate..

8. **ELECTRICAL:**

Conceal type point wiring with copper cable will be provided for entire flat with best available materials in different circuits.

- a) Bed rooms – Three light points, one fan points, one Air. Conditioner starter point only one Bed room, two 5 amp socket points on switch board.
- b) Living / Dining Room – Four light points, Two fan points, 5 amp socket points on switch board, one 15 amp Freeze point, Two 5 amp socket one for TV, One 15 amp socket for Aqua Guard fitting.
- c) Kitchen – One light point, one exhaust point, one 5 amp socket and one 15 amp socket.
- d) Toilet – One light point, one exhaust point, one 5 amp socket and one 15 amp socket for Geezer.

- e) W.C. – One light point, one exhaust fan point and one 5 amp socket point.
- f) Balcony – One light point, one 5 amp socket.
- g) Calling bell – One calling bell at main gate.

9. **ELEVATOR (LIFT):**

Every Block should be providing with Electrical Elevator (LIFT).

10. **WATER ARRANGEMENTS :**

Water tanks should be arranged for regular supply of water fro the sanctioned Municipality water supply through underground reservoir and overhead water tank as well as submersible pump also.

11. **FINISHING :**

- a) Interior wall coats – All the interior walls will be finished with plaster of Paris.
 - b) All doors, windows, still grills, stair case railing will be painted accordingly.
 - c) All exterior surface of wall shall be of weather coated with good quality paints.
 - d) Roof or Terrace will be mosaic by marble dust.
12. The Developer shall arrange for only mother meter for the premises. But the flat owners shall arrange and bear the entire cost for individual meters for their flat.
13. Cost of type of extra work for individual flat shall be borne by individual flat owners.

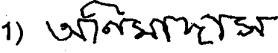

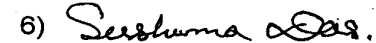
IN WITNESS WHEREOF the parties hereto act and subscribed their respective hands and seals, after going through the contents of this Memorandum of Agreement on the day, month and year first above written.

SIGNED, SEALED & DELIVERED
BY THE PARTIES AT KOLKATA
IN PRESENCE OF:

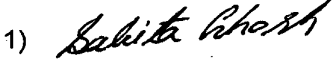

WITNESSES:-

1. Anjan Nag
2/89 Bijoyganj
Kolkata - 700032
P.S. - Jadampur.

2. Abhishek Ghosh
122 C Jadaraganj
KOL-78.
P.S. - Garfa

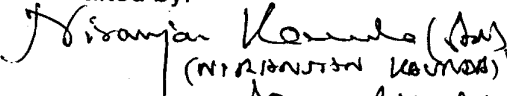
- 1) 
- 2) Deb Kumar Das
- 3) 
- 4) Dipankar Das
- 5) Babu Das
- 6) 

SIGNATURE OF THE OWNERS

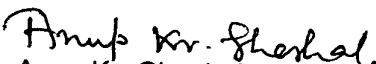
- 1) 
- 2) Sonali Nag
- 3) 
- 4) Anup Kr. Ghoshal

SIGNATURE OF THE DEVELOPERS

Drafted by:


(ANJAN NAG) 15/01/1978
Anjan Nag
KOL-78

Typed by me:


Anup Kr. Ghoshal
Laskarpur, Peyarabagan, Kol-153

MEMO OF CONSIDERATION

As per the terms and conditions of this Development Agreement, we the undersigned Owners of the landed property as described in the First Schedule hereinabove received the under mentioned amount individually from the above Developer Company **M/S. ELITE CONSTRUCTION** having its office at 1/429, Gariahat Road (S), P.S. Lake, Kolkata – 70068.

1) I, **SMT ANIMA DAS**, wife of Late Kanailal Das of 68, S.B. Das Road, P.O. Rajpur, P.S. Sonarpur, Kolkata – 700140, Dist. 24 Parganas (South) received Demand Draft no. **870197**

Dated **09.07.13** drawn on **Allahabad Bank** Rs. 5,00,000/-
Jodhpur Park, Kolkata (Rupees Five lakh)

ANIMA DAS












SIGNATURE OF SMT. ANIMA DAS

2) I, **SRI DEBKUMAR DAS**, son of Late Kanailal Das of 68, S.B. Das Road, P.O. Rajpur P.S. Sonarpur, Kolkata – 700140, Dist. 24 Parganas (South) received Demand Draft no. **870195, 870194**

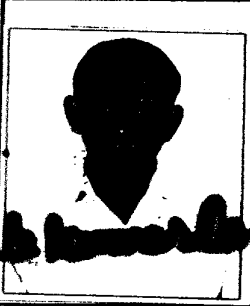

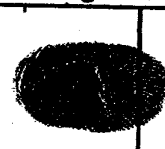
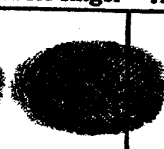
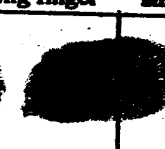





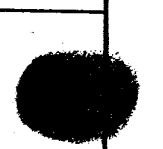
Dated **09.07.13** drawn on **Allahabad Bank** Rs. 10,00,000/-
Jodhpur Park, Kolkata (Rupees Ten lakh)

Debkumar Das

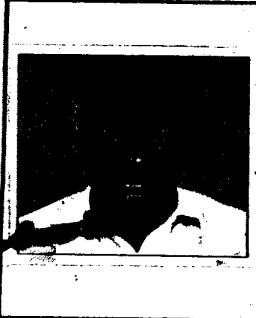








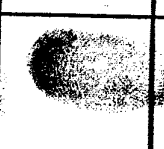

SIGNATURE OF SRI DEBKUMAR DAS

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	left hand					
	right hand					

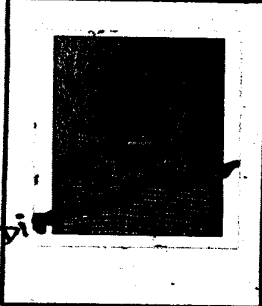









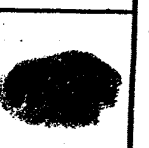
Name ANIMA DAS
 Signature ANIMA DAS

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Name DEBKUMAR DAS
 Signature Debkumar Das












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Name DEBASIS DAS
 Signature Debas Das

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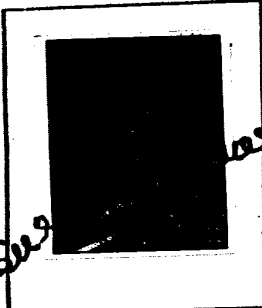










Name DIPANKAR DAS
 Signature Dipankar Das

Baby Das

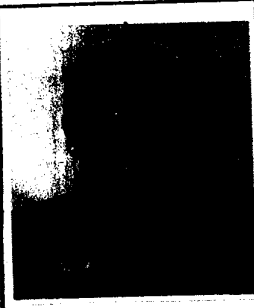










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Name BABY DAS
 Signature Baby Das

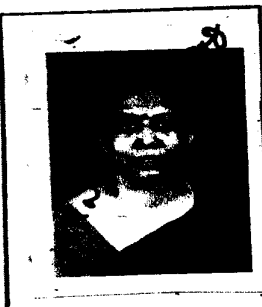










Sushama Das

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	left hand					
	right hand					

Name SUSHAMA DAS
 Signature Sushama Das

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Name SABITA GHOSH
 Signature Sabita Ghosh

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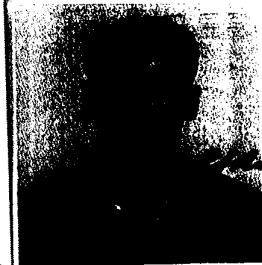










Name SONALI NAG
 Signature Sonali Nag

7-579811

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	right hand					

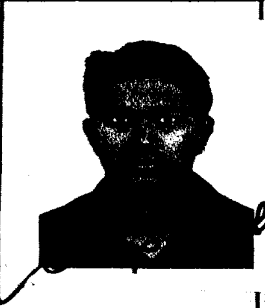










Name

Signature

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	right hand					

Name NANTU GHOSH

Signature Nantu Ghosh

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	left hand					
	right hand					

Name SUDIP GHOSH

Signature Sudip Ghosh

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name

Signature

3) I, SRI DEBASIS DAS, son of Late Kanailal Das of 68, S.B. Das Road,
P.O. Rajpur, P.S. Sonarpur, Kolkata - 700140, Dist. 24 Parganas (South)
received Demand Draft no. 569550, 569551, 569552, 569553
Dated 09.07.13 drawn on Allahabad Bank Rs. 35,00,000/-
Ajaya Road B1 (Rupees Thirty Five lakh)
Kolkata

SIGNATURE OF SRI DEBASES DAS

4) I, SRI DIPANKAR DAS, son of Late Kanailal Das of 68, S.B. Das Road,
P.O. Rajpur, P.S. Sonarpur, Kolkata - 700140, Dist. 24 Parganas (South)
received Demand Draft no. 870198, 870199
Dated 09.07.13 drawn on Allahabad Bank Rs. 10,00,000/-
Jodhpur Park, Kolkata (Rupees Ten lakh)

SIGNATURE OF SRI DIPANKAR DAS

5) I, SMT. BABY DAS, daughter of Late Kanailal Das, wife of Sambhu Nath
Das of Boral Uttarpara, P.O. Boral, P.S. Sonarpur, Kolkata - 700154, Dist. 24
Parganas (South) received Demand Draft no. 870201
Dated 09.07.13 drawn on Allahabad Bank Rs. 5,00,000/-
Jodhpur Park, Kolkata (Rupees Five lakh)

SIGNATURE OF SMT. BABY DAS

6) I, SMT. SUSHAMA DAS, daughter of Late Kanailal Das and wife of
Panchu Gopal Das of 68 S.B Das Road, P.O. Rajpur, P.S. Sonarpur, Kolkata-140,
Dist. 24 Parganas (S) received Demand Draft no 870196, 870200
Dated 09.07.13 drawn on Allahabad Bank Rs. 5,00,000/-
Jodhpur Park, Kolkata (Rupees Five lakh)

SIGNATURE OF SMT. SUSHAMA DAS

Typed by me:

Anup Kr. Ghoshal
Anup Kr. Ghoshal
Laskarpur, Peyarabagan, Kol-153.

Yes
Vishnu

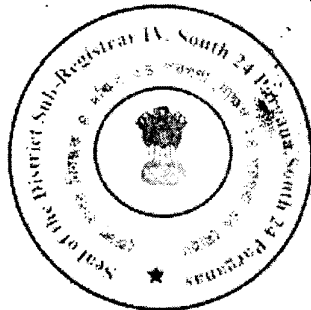
Dipankar Das

Baby Das

Sushama Das

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 30
Page from 1141 to 1172
being No 05728 for the year 2013.



Ashoke Kumar Biswas

(Ashoke Kumar Biswas) 10-July-2013
DISTRICT SUB-REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS
West Bengal