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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

K 739590

Certified that the Endorsement
 Sheet's and the Signature Sheet's
 attached to this documents
 are part of the Document,

Additional District Sub-Registrar
 BURDWAN

= 6 AUG 2012

THIS AGREEMENT FOR DEVELOPMENT is made this 3rd
 day of August, Two Thousand and Twelve BETWEEN (1) SRI SANKAR
 KUMAR SADHU, son of Late Tarapada Sadhu, (2) SMT. SIPRA
 SADHU, wife of Sri Sankar Kumar Sadhu, (3) SRI NEMAI KUMAR
 SADHU, son of Sri Sankar Kumar Sadhu, all are residing at 71, Bara
 Nilpur Road, Bara Nilpur Aryapally, 12 Bardhaman Sadar, P.O.: Sripally.

Sankar Sadhu
 Sipra Sadhu
 Nemaikr. Sadhu

Sarajna Saha Banik

Pressing:
 S.K. Sadhu, Shyamal Kr. Sadhu
 J. Sadhu, K. Sadhu
 Sharmila Sadhu.

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 337
 TO
 CAC
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17 APR 2012

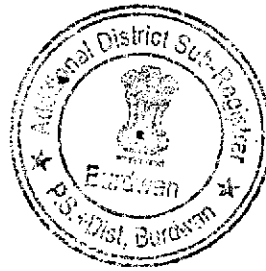
Sold to: Sankar Kumar Saha
 At: 79, Bananidhar P.O. Sri Pales,
 18, Indis Burdwan
 VERIFIED CALL

Sankar kv Saha



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12



Sankar kv Saha



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M

Silpa Saha



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Additional District Sub-Registrar
BURDWAN

6 AUG 2012

Nemai kv Saha



4136

Swapna Saha Banik



4137

Shyamal K. Saha

P.S. Burdwan, District : Burdwan, Pin - 713 103 (4) **SMT. SWAPNA SADHU BANIK**, wife of Sri Biswajit Banik, residing at Kachari Road, P.O.: Katwa , P.S.: Katwa , District : Burdwan, (5) **SRI SHYAMAL KUMAR SADHU**, son of Late Tarapada Sadhu, residing at Parbirhata East, G.T. Road, P.O.: Sripally, P.S. Burdwan, District : Burdwan, Pin - 713 103 (6) **SRI JAGADISH KUMAR SADHU**, son of Late Tarapada Sadhu and (7) **SMT. SHARMILA SADHU**, wife of Sri Jagadish Kumar Sadhu , 6 & 7 are residing at Parbirhata East, G.T. Road, P.O.: Sripally, P.S. Burdwan, District : Burdwan, Pin - 713 103 hereinafter referred to as the **OWNERS / PARTIES OF THE FIRST PART** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, executors, legal representatives, administrators and / or assigns) of the **ONE PART**.

AND

M/S. DEEWAKAR HEIGHTS PVT. LTD. a Company incorporated under the Companies Act, 1956 and having its registered office at 33A, Rabindra Sarani, 1st Floor, P.S.: Hare Street, Kolkata - 700 073, represented by one of its Directors, **Sri Sandip Kumar Agarwal**, son of Sri Ram Chandra Agarwal, hereinafter referred to as the **DEVELOPER / PARTY OF THE SECOND PART** (which expression shall unless excluded by or repugnant to the context include its successor or successors and / or assigns) of the **OTHER PART**.

AND

SRI RANBIR SINGH, son of Late Ram Dahin Singh, residing at 2B, Harish Chatterjee Street, P.S.: Kalighat, Kolkata - 700 025, hereinafter referred to as the **PROJECT MANAGER / PARTY OF THE THIRD PART** (which terms or expression shall unless excluded by or repugnant to

Sankar Mr Sadhu

S. K. Sadhu

Prasanna

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Sifra Sadhu

S. K. Sadhu

Nemai Mr. Sadhu

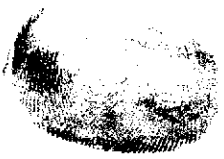
Sharmila Sadhu

Sankar Mr. Sadhu



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Jagdish K.R. Sadhu



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Sharmila Sadhu.



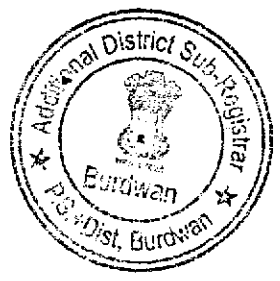
4140

Sandip Kumar Agrawal



4141

Gurpreet Singh



Additional District Sub-Registrar
BURDWAN

E-6 AUG 2012

Subhas Chandra Mallick
s/o
Sumit Baran Mallick
Dhakra Street, Burdwan
P.O Natungaj, Burdwan

the context shall mean and include his heirs, executors, administrators, legal representatives, nominee or nominees, successor or successors and/or assigns) of the **THIRD PART**.

WHEREAS :

- A) One Krishna Chandra Das was the absolute owner in respect of a piece and parcel of Sali land measuring about 1 Acre and 18 Satak situated within Mouza Kanainatsal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag/Plot No. 460.
- B) While seized and possessed of the said property along with the other properties, said Krishna Chandra Das, by virtue of a registered Deed of Conveyance dated 06.04.1954 sold, conveyed and transferred the said properties to one Rajani Kanta Ghosh on valuable consideration and the said Deed was registered before the District Sub-Registry office at Burdwan being Deed No. 1528 for the year 1954.
- C) While seized and possessed of the said property, said Rajani Kanta Ghosh died intestate on 7th May, 1979, leaving behind him his widow, namely Smt. Pushpa Rani Ghosh, two sons, namely Sri Mohan Lal Ghosh and Sri Satyanarayan Ghosh and four daughters, namely Bharati Mondal, Sabita Ghosh, Tapati Ghosh and Alpana Ghosh.
- D) The aforesaid legal heirs of said Rajani Kanta Ghosh having found it difficult for joint use and enjoyment of the same, they, by virtue of registered Deed of Partition dated 09.07.1984, which was registered before the District Sub-Registry office at Burdwan being Deed No. 4938 for the year 1984 duly partitioned the aforesaid property amongst themselves and as per the said Deed of Partition, one daughter of said Rajani Kanta Ghosh,

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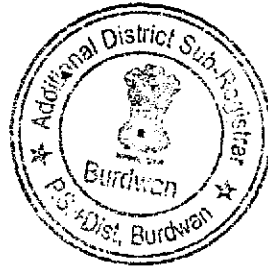
Nemai kr. Saha

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S.K. Saha

S.K. Saha

Prasanna



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6 AUG 2012

namely Bharati Mondal being not interested in the aforesaid properties, left by her father, she released and / or relinquished her right in the aforesaid property in favour of other co-sharers by joining the said Deed of Partition.

- E) As per the said Deed of Partition, said Sabita Ghosh, Tapati Ghosh and Alpana Ghosh acquired 1/3rd share of the said entire property measuring 1 Acre and 18 Satak equivalent to 39 Satak more or less of Sali land situated within Mouza Kanainatsal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag/Plot No. 460.
- F) By virtue of a registered Deed of Conveyance dated 14.12.1987, said Sabita Ghosh, Tapati Ghosh and Alpana Ghosh sold , conveyed and transferred their share in the aforesaid property equivalent to 39 Satak more or less of Sali land situated within Mouza Kanainatsal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag/Plot No. 460 in favour of Santosh Kumar Dey on valuable consideration and the said Deed was registered before the A.D.S.R., Burdwan in Book No.1 , Volume No. 168, Pages 16 to 22, Being No. 8044 for the year 1987.
- G) By virtue of said registered Deed of Conveyance, said Santosh Kumar Dey became the absolute owner in respect of the said piece and parcel of Sali land measuring about 39 Satak.
- H) By virtue of a registered Deed of Exchange dated 23.12.1991, said Santosh Kumar Dey exchanged the aforesaid property with the property of Bimal Kumar Banik and Sabitri Banik and the said Deed was registered before the A.D.S.R., Burdwan being Deed No. 6410 for the year 1991.
- I) After acquiring the aforesaid piece and parcel of Sali land measuring about 39 Satak situated within Mouza Kanainatsal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag/Plot No. 460, said Bimal Kumar Banik and

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Sifra Sathu

Nemai kr Sathu

Santosh Kumar Banik

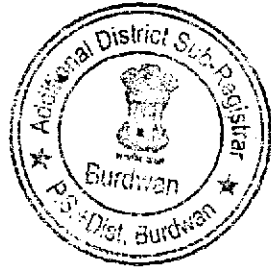
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S. K. Sathu

S. K. Sathu

Shahmujar Sathu

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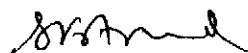
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Sabitri Banik sold, conveyed and transferred a piece and parcel of Sali land measuring about 2 Cottahs in favour of Tapati Banik on valuable consideration and the said Deed was registered on 18.07.1992 before the A.D.S.R, Burdwan being Deed No. 4498.

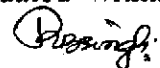
- J) Said Bimal Kumar Banik, Sabitri Banik and Tapati Banik by virtue of a registered Deed of Exchange dated 21.02.2003 duly exchanged an area of 6862 sq. ft. equivalent to 9 Cottahs 8 Chittaks and 22 sq. ft. out of said 39 Satak of Sali land situated within Mouza Kanainatsal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag/Plot No. 460 with the property of one Shyamal Kumar Sadhu situated in Mouza Nandur and the said Deed of Exchange was registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 5, Pages 83 to 97, Being No. 129 for the year 2005.
- K) By virtue of said Deed of Exchange, said Shyamal Kumar Sadhu became the absolute owner in respect of the said piece and parcel of Sali land measuring about 6862 sq.ft. equivalent to 9 Cottahs, 8 Chittaks and 22 sq.ft. out of said 39 Satak.
- L) Said Bimal Kumar Banik, Sabitri Banik and Tapati Banik by virtue of a registered Deed of Exchange dated 26.07.2004 duly exchanged a piece and parcel of Sali land measuring about 8681 sq.ft. equivalent to 12 Cottahs and 41 Sq.ft. out of their remaining area 23 Satak of Sali land with the property of Jagadish Kumar Sadhu situated within Mouza Nanadur and the said Deed was registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 118, Pages 132 to 141, Being No. 2976 for the year 2006.
- M) By virtue of said Deed of Exchange, said Jagadish Kumar Sadhu became the absolute owner in respect of a piece and parcel of Sali land measuring about 8681 sq.ft. equivalent to 12 Cottahs and 41 Sq.ft. situated within



Sankar Kr. Sadhu

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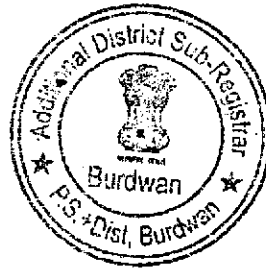
Nemai Kr. Sadhu



S.K. Sadhu

S.K. Sadhu

Shankar Sadhu



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Mouza Kanainatsal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag/Plot No. 460.

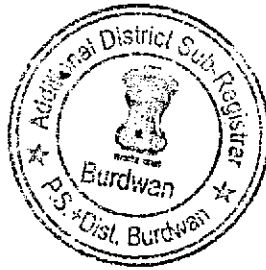
- N) Said Bimal Kumar Banik, Sabitri Banik and Tapati Banik also by a registered Deed of Conveyance dated 26.07.2004 sold, conveyed and transferred a piece and parcel of Sali land measuring about 1445 sq.ft. equivalent to 3 Satak together with the right over the passage to one Swapna Sadhu Banik on valuable consideration and the said Deed was registered before the A.D.S.R., Burdwan in Book No.I , Volume No. 60, Pages 199 to 209, Being No. 1493 for the year 2006.
- O) Sabita Ghosh, Tapati Ghosh and Alpana Ghosh also by another registered Deed of Conveyance dated 14.12.1987 registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 168, Pages from 8 to 15, being Deed No. 8043 for the year 1987 sold, conveyed and transferred their 1/3rd share out of the aforesaid property equivalent to 39 Satak more or less situated within Mouza Kanainatsal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag/Plot No. 460 to one Archana Sarkar wife of Sri Suman Sarkar.
- P) Said Archana Sarkar, while seized and possessed of the said piece and parcel of Sali land measuring about 39 Satak, She by virtue of a registered Deed of Exchange dated 23.12.1991 duly exchanged the aforesaid property to one Nemai Chand Banik and Ranjita Banik, which was duly registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 117, Pages from 79 to 86, being Deed No. 6411 for the year 1991.
- Q) After acquiring the said ownership in respect of the said piece and parcel of Sali land measuring about 39 Satak situated within Mouza Kanainatsal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag/Plot No. 460, said Nemai Chand Banik and Ranjita Banik sold, conveyed and transferred a

Sankar Kr. Sahu
Sifora Sahu
Nemai Kr. Sahu

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S.K. Sahu
Prasanna
S.K. Sahu

Sharmista Sahu



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piece and parcel of Sali land measuring about 2 Cottahs out of said 39 Satak to their daughter, Poppy Banik.

- R) After the demise of said Nemai Chand Banik and Ranjita Banik their two sons and five daughters, namely Bimal Kumar Banik and Tapan Kumar Banik, Poppy Banik, Rina Bhowmik, Tapati Banik, Rita Sadhu and Sandhya Dutta became the absolute owners in respect of piece and parcel of Sali land measuring about 39 Satak situated within Mouza Kanainatsal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag/Plot No. 460.
- S) The aforesaid legal heirs of said Nemai Chand Banik and Ranjita Banik, by virtue of Deed of Exchange dated 21.02.2003 duly exchanged a demarcated Sali land measuring about 7672 sq. ft. equivalent to 10 Cottahs, 10 Chittaks and 22 Sq.ft. with the property of one Nemai Kumar Sadhu, which is situated in Mouza Balidanga and the said Deed was registered before the A.D.S.R., Burdwan in Book No. I , Volume No. 05, Pages 99 to 106 , Being No. 131 for the year 2005.
- T) By virtue of said Deed of Exchange, said Nemai Kumar Sadhu became the absolute owner in respect of the piece and parcel of Sali land measuring about 7672 sq.ft. equivalent to 10 Cottahs, 10 Chittaks and 22 Sq.ft. situated within Mouza Kanainatsal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag/Plot No. 460.
- U) After said transfer of 7672 sq.ft. equivalent to 10 Cottahs, 10 Chittacks and 22 sq.ft. Sali land to said Nemai Kumar Sadhu by said Deed of Exchange said Bimal Kumar Banik, Tapan Kumar Banik, Poppy Banik, Rina Bhowmik, Tapati Banik, Rita Sadhu and Sandhya Dutta, however, continued to be remain the owner in respect of the remaining area measuring about 9316 Sq.ft. equivalent to 12 Cottahs, 15 Chittaks and 8 Sq.ft. together with the right over the passage situated within Mouza

Sankar Kr. Sahu

Sifra Sadhu

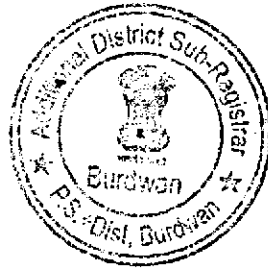
Nemai Kr. Sadhu

Sandhya Sadhu Banik

S. N. Sadhu

J. K. Sadhu

Sharanjita Sadhu




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Kanainatsal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag/Plot No. 460.

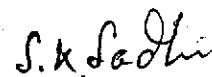
- V) Said Bimal Kumar Banik, Tapan Kumar Banik, Poppy Banik, Rina Bhowmik, Tapati Banik, Rita Sadhu and Sandhya Dutta, by virtue of another registered Deed of Conveyance dated 26.07.2004 sold, conveyed and transferred the said piece and parcel of Sali land measuring about 9316 Sq.ft. equivalent to 12 Cottahs, 15 Chittaks and 8 Sq.ft. together with the right over the passage situated within Mouza Kanainatsal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag/Plot No. 460 to Nemai Kumar Sadhu and Sipra Sadhu on valuable consideration and the said Deed was registered before the A.D.S.R., Burdwan in Book No.I, Volume No. 60, Pages 178 to 187, Being No. 1491 for the year 2006.
- W) Sabita Ghosh, Tapati Ghosh and Alpana Ghosh by virtue of another registered Deed of Conveyance dated 14.12.1987 sold, conveyed and transferred their 1/3rd share measuring about 40 Satak more or less out of the aforesaid property measuring about 1 Acre and 18 Satak to one Indira Banerjee on valuable consideration the said deed was registered before the Additional District Sub-Registrar at Burdwan in Book No. I, Volume No. 168, Pages 1 to 7, Being No. 8042 for the year 1987
- X) While seized and possessed of said piece and parcel of Sali land measuring about 40 Satak situated within Mouza Kanainatsal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag/Plot No. 460 of said Indira Banerjee by virtue of a registered Deed of Exchange dated 23.12.1991 duly exchanged her aforesaid property being a piece and parcel of Sali land measuring about 40 Satak with the property of one Tapan Kumar Banik and Sonali Banik.


Sanhar Kr. Sadhu

Sipra Sadhu

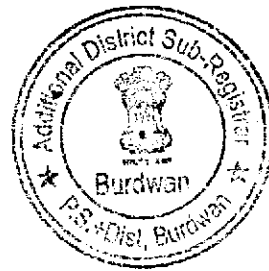
Nemai Kr Sadhu

Sonali Sadhu Banik


S.K. Sadhu

S.K. Sadhu.

Sharmila Sadhu.

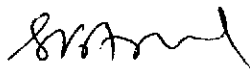


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BURDWAN

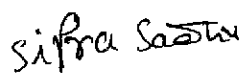
- 6 AUG 2012

- Y) By virtue of said Deed of Exchange, said Tapan Kumar Banik and Sonali Banik became the absolute owner in respect of the said piece and parcel of Sali land measuring about 40 Satak situated within Mouza Kanainatsal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag/Plot No. 460.
- Z) While seized and possessed of the same, said Tapan Kumar Banik and Sonali Banik, by virtue of a registered Deed of Conveyance executed in the year 1992 sold, conveyed and transferred a piece and parcel of Sali land measuring about 2 Cottahs out of said 40 Satak more or less of Sali land to one Rina Bhowmik.
- AA) Said Rina Bhowmik thus became one of the co-sharer in respect of the said property.
- BB) Said Tapan Kumar Banik, Sonali Banik and Rina Bhowmik by virtue of a registered deed of conveyance dated 21.02.2003 sold, conveyed and transferred all that the piece and parcel of Sali Land measuring about 7267 sq.ft. equivalent to 10 Cottahs 1 Chittak and 22 sq.ft. situated within Mouza Kanainatsal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag/Plot No. 460 to one Sankar Kumar Sadhu on valuable consideration and the said deed was duly registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 5, Pages 93 to 98, Being No. 130 for the year 2005.
- CC) By virtue of said registered deed of conveyance, said Sankar Kumar Sadhu became the absolute owner in respect of Sali Land measuring about 7267 sq.ft. equivalent to 10 Cottahs 1 Chittak and 22 sq.ft. situated within Mouza Kanainatsal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag/Plot No. 460

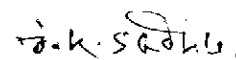
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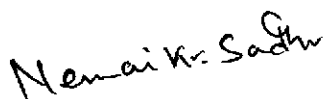

Sankar Kumar Sadhu


S.K. Sadhu

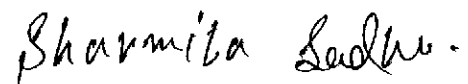

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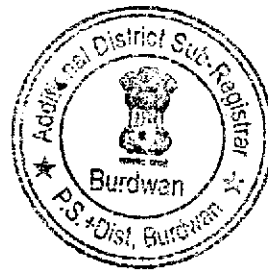
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S.K. Sadhu


Nemai Kumar Sadhu


Swapna Sadhu Banik

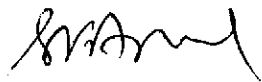

Sharmila Sadhu

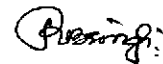


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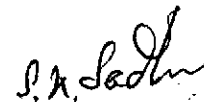
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- DD) Said Tapan Kumar Banik and Sonali Banik jointly with said Rina Bhowmik, by virtue of a registered Deed of Exchange dated 26.07.2004 duly exchanged a piece and parcel of Sali land measuring about 10157 Sq.ft. equivalent to 14 Cottahs, 1 Chittak and 32 Sq.ft. situated within Mouza Kanainatsal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag/Plot No. 460 with the property of one Sharmila Sadhu, which is situated in Mouza Nandur and the said Deed was registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 103, Pages 45 to 56, Being No. 2560 for the year 2006.
- EE) Thus by virtue of said Deed of Exchange, said Sharmila Sadhu became the absolute owner in respect of the piece and parcel of Sali land measuring about 10157 sq.ft. equivalent to 14 Cottahs, 1 Chittak and 32 sq.ft. situated within Mouza Kanainatsal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag/Plot No. 460.
- FF) The Parties of the First Part, by virtue of several Deed of Exchanges and also by several Deed of Conveyances, the particulars of which are given below, became the joint Owners in respect of All That the piece and parcel of Sali land measuring about 71 Cottahs, 6 Chittaks and 11 Sq.ft. equivalent to 51400 sq.ft. be the same a little more or less lying, situate and comprised in Dag/Plot No. 460 within L.R. Khatian No. 1968 , 1969 , 1970 , 2139, 2150, 2286 and 2287 within Mouza Kanainutshal, J.L. No. 76, P.S. Burdwan, District Burdwan (more fully described in the First Schedule hereunder written) hereinafter referred to as the "said property").



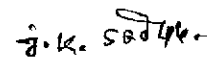


Sankar Kr. Sahu



Sifra Sadhu

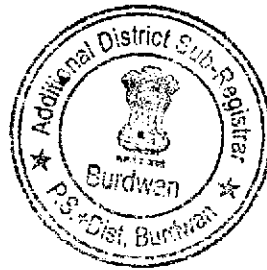
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Nemai Kr. Sadhu

Sarajna Saha Banik

Sharmila Sadhu.



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**Additional District Sub-Registrar
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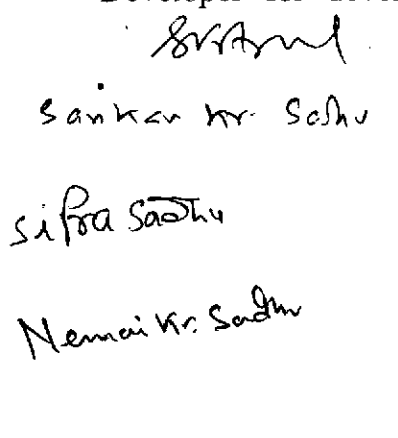
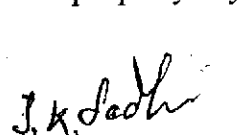
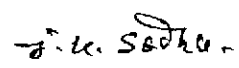
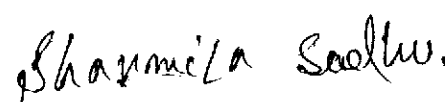
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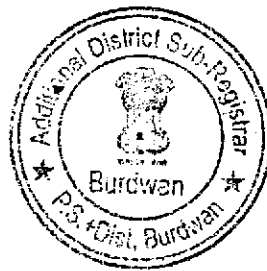
Particulars :

Date	Nature of Deed	Name of the Purchaser	Book No.	Vol. No.	Pages	Being No.	Area	%	Year
21.02.03	Sale Deed	Sankar Kr. Sadhu	I	05	93 to 98	130	7267 sq.ft.	14	2005
26.07.04	Sale Deed	Nemai Kr. Sadhu & Sipra Sadhu	I	60	178 to 187	1491	9316 sq.ft.	18 (9+9)	2006
26.07.04	Sale Deed	Swapna Sadhu Banik	I	60	199 to 209	1493	1445 sq.ft.	3	2006
21.02.03	Deed of Exchange	Shyamal Kr. Sadhu	I	205	83 to 92	129	6862 sq.ft.	13	2005
21.02.03	Deed of Exchange	Nemai Kr. Sadhu	I	05	99 to 106	131	7672 sq.ft.	15	2005
26.07.04	Deed of Exchange	Sharmila Sadhu	I	103	45 to 56	2560	10157 sq.ft.	20	2006
26.07.04	Deed of Exchange	Jagadish Kr. Sadhu	I	118	132 to 141	2976	8681 sq.ft.	17	2006
							51,400	100	

GG) The present Owners thus as joint Owners in respect of the above mentioned scheduled property are seized and possessed of the same and mutated their names in the records of L.R. Settlement which are finally framed and published and are entitled to deal with the same.

HH) The present Owners/Parties of the First Part being interested to get the aforesaid property developed and / or for commercial exploitation of the same and / or for having building a complex therein, approached the Developer for development of the aforesaid property by constructing



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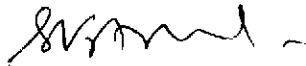
several multi-storied buildings therein and accordingly, the present Developer agreed to get the aforesaid property developed by constructing several multistoried buildings and / or building complex therein.

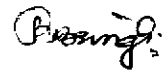
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES hereto as follows :-

ARTICLE I - DEFINITIONS

1.1 In this Agreement unless the context otherwise permits the following expression shall have the meanings assigned to them as follows :

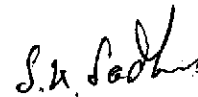
- i) **OWNERS** - shall mean (1) **SRI SANKAR KUMAR SADHU**, son of Late Tarapada Sadhu, (2) **SMT. SIPRA SADHU**, wife of Sri Sankar Kumar Sadhu, (3) **SRI NEMAI KUMAR SADHU**, son of Sri Sankar Kumar Sadhu, all are residing at 71, Baranilpur Road, Baranilpur Aryapally, 12 Bardhaman Sadar, P.O.: Sripally, P.S. Burdwan, District : Burdwan, Pin – 713 103, (4) **SMT. SWAPNA SADHU BANIK**, wife of Sri Biswajit Banik, residing at Kachari Road, P.O. Katwa, P.S. Katwa, District : Burdwan, (5) **SRI SHYAMAL KUMAR SADHU**, son of Late Tarapada Sadhu, residing at Parbirhata East, G.T. Road, P.O.: Sripally, P.S. Burdwan, District : Burdwan, Pin – 713 103 (6) **SRI JAGADISH KUMAR SADHU**, son of Late Tarapada Sadhu, and (7) **SMT. SHARMILA SADHU**, wife of Sri Jagadish Kumar Sadhu, 6 & 7 are residing at Parbirhata East, G.T. Road, P.O.: Sripally, P.S. Burdwan, District : Burdwan, Pin – 713 103 and their heirs, executors, legal representatives, administrators and / or assigns.





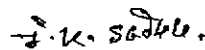
Sankar kr Sadhu

Sipra Sadhu

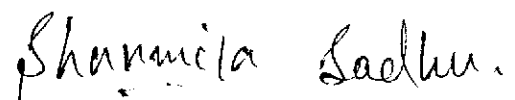


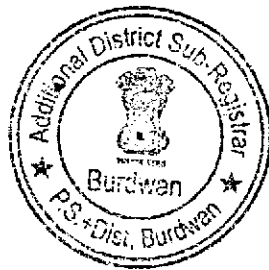
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Nemai Kr. Sadhu



Swapna Sadhu Banik



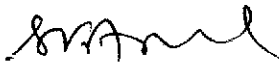


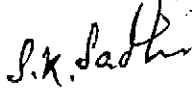
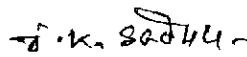
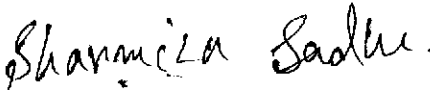
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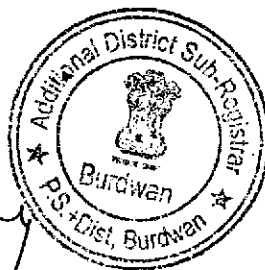
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BURDWAN

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- ii) **DEVELOPER** – shall mean **M/S. DEEWAKAR HEIGHTS PVT. LTD.**, a Company incorporated under the Companies Act, 1956 and having its registered office at 33A, Rabindra Sarani, 1st Floor, P.S. Hare Street, Kolkata – 700 073, and its successor or successors in office and / or assigns.
- iii) **PROJECT MANAGER** – shall mean **SRI RANBIR SINGH**, son of Late Ram Dahin Singh, residing at 2B, Harish Chatterjee Street, P.S.: Kalighat, Kolkata – 700 025, and his heirs, executors, legal representatives, administrators, nominee or nominees, successor or successors in office and/or assigns.
- iv) **PROPERTY** - shall mean the property situate, lying and comprised in Dag/Plot No. 460 within L.R. Khatian No. 1968 , 1969, 1970 , 2139, 2150, 2286, and 2287 within Mouza Kanainutshal, J.L. No. 76, P.S. Burdwan, District Burdwan more fully and particularly described in the First Schedule appearing hereunder.
- v) **DEVELOPMENT AGREEMENT** – shall mean this Agreement.
- vi) **UNITS/FLATS/APARTMENT** - shall mean various flats/showrooms/shops/apartments in the proposed building including all fittings and fixtures therein and /or appurtenant thereto and is hereby agreed to be constructed by the Developer for residential cum commercial purpose for and on behalf of the Purchasers on ownership basis.
- vii) **PLAN** - shall mean the plan of the proposed buildings to be sanctioned by the concerned Authorities and / or Gram Panchayat Baikanthapur and / or Burdwan Development Authority and / or Burdwan Municipality for construction of the new buildings and to


Ranbir Singh
Sifra Sastri
Nemai Kr. Sastri
Swagata Sastri Banik


S.K. Sastri

S.K. Sastri

Sharmila Sastri

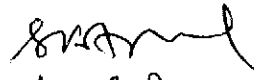


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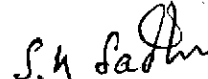
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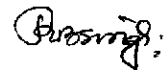
obtain commercial sanction in respect of partly ground and partly first floor in the front building of the proposed buildings of the said property situate, lying and comprised in Dag/Plot No. 460 within L.R. Khatian No. 1968, 1969, 1970, 2139, 2150, 2286 and 2287 within Mouza Kanainutshal, J.L. No. 76, P.S. Burdwan, District Burdwan.

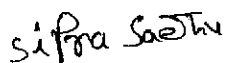
- viii) **ARCHITECT** – shall mean the architect as may be appointed by the Developer from time to time and shall include such person or persons, firm or firms, company or companies who shall have requisite qualification and experience for such appointment.
- ix) **NEW BUILDINGS and/or MULTISTORIED BUILDINGS** - shall mean the building or buildings to be constructed on the said property situate, lying and comprised in Dag/Plot No. 460 within L.R. Khatian No. 1968, 1969, 1970, 2139, 2150, 2286 and 2287 within Mouza Kanainutshal, J.L. No. 76, P.S. Burdwan, District Burdwan by the Developer in accordance with the plan sanctioned by the concerned Authorities and / or Gram Panchayat Baikunthapur and / or Burdwan Development Authority and / or Burdwan Municipality and/or modification and / or enactment of the plan thereof.
- x) **CONSENTS** – shall mean the planning permission and all consents, licences, permissions and approvals (whether statutory or otherwise) necessary or desirable for carrying out the Development and on completion, use and occupation of the New Buildings.
- xi) **OWNER'S ALLOCATION** – shall mean 30% of the total sanctioned area including 30% of the car parking space and 30% of the roof of the proposed buildings to be constructed at the aforesaid

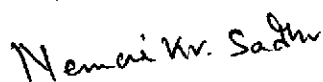

Sankar Kr. Saha

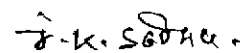
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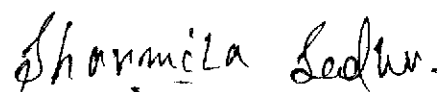

S.K. Saha


S.K. Saha


Nirmal Saha


Nirmal Kr. Saha


S.K. Saha


Sharmila Saha


Swarna Saha

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property together with proportionate right over the common areas and / or common facilities and / or common amenities attached thereto.

xii) **DEVELOPER'S ALLOCATION** – shall mean 66.5% of the total sanctioned area including 66.5% of the car parking space and 66.5% of the roof of the proposed building to be constructed at the aforesaid property together with proportionate right over the common areas and / or common facilities and / or common amenities attached thereto.

xiii) **PROJECT MANAGER'S ALLOCATION** – shall mean the remaining 3.5% of the total sanctioned area including 3.5% of the car parking space and 3.5% of the roof of the proposed building to be constructed at the aforesaid property together with proportionate right over the common areas and/or common facilities and/or common amenities attached thereto.

xiv) **COMMON AREA** - shall mean staircase, right over the service area, corridor, lift shafts and all other common areas in the ground floor, etc. are excluded with the area of the flat.

xv) **TOTAL DEVELOPMENT COSTS** – shall mean the aggregate of all costs, fees, taxes and expenses wholly and exclusively expended or incurred by the Developer.

xvi) **SPECIFICATION** – shall mean the specification and / or materials to be used for construction, erection and completion of the said New Building and / or Buildings as may be recommended by the Architect from time to time and / or as mentioned in the Second Schedule hereunder.

Prasanna

Sayker kr Sahu

J. K. Sahu

Sifra Sahu

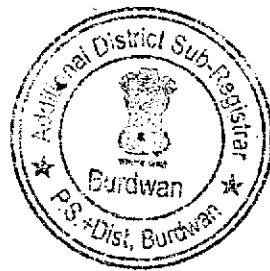
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J. K. Sahu

Nemai kr Sahu

Swapna Sahu Banik

Sharmila Sahu



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Words importing singular shall include plural and vice versa and the words importing masculine gender shall include feminine and neuter genders – likewise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE II – INTERPRETATIONS

2.1 In this Agreement (save to the extent that the context otherwise so requires):

- i) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or innovated.
- ii) An obligation of the Developer in this Agreement to do something shall include an obligation to procure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
- iii) Words denoting one gender shall include other genders as well.
- iv) Words denoting singular number shall include the plural and vice-versa.
- v) The headings in this Agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this Agreement.

Pravin Singh

Sankar Kr. Sahu
Sifra Sahu

Nemai Kr. Sahu

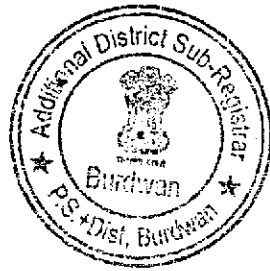
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S.K. Sahu

S.K. Sahu

Shanmika Sahu



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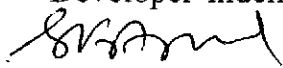
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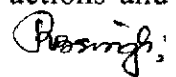
- 6 AUG 2012

BY THE OWNER

3.1 At or before execution of this Agreement the Owners have represented and assured the Developer as follows :-

- i) That the said property is free from all encumbrances, charges, liens, lispendents, attachments, whatsoever or howsoever.
- ii) That excepting the present Owners nobody has any right, title, interest, claim, demand, whatsoever or howsoever, in respect of said property.
- iii) That there is no notice of acquisition or requisition received or pending in respect of the said property lying, situate and comprised in Dag/Plot No. 460 within L.R. Khatian No. 1968, 1969 , 1970, 2139 , 2150 , 2286 and 2287 within Mouza Kanainutshal, J.L. No. 76, P.S. Burdwan, District Burdwan or any portion thereof.
- iv) The Parties of the First Part have also given to understand that the said property do not fall under the Urban Land (Ceiling and Regulation) Act, 1976.
- v) The Owners have declared to the Developer that the Owners have a marketable title in respect of the said property without any claim, right, title, interest of any person thereon or therein and the Owners have absolute right to enter into this agreement with the Developer and the Owners hereby undertake to indemnify and keep the Developer indemnified against any third party's claims actions and





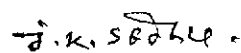
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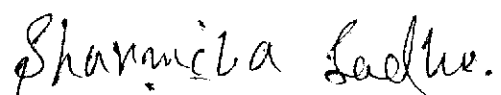
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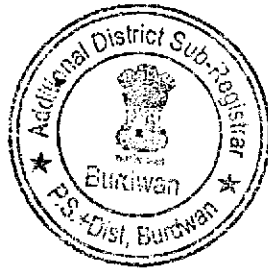
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Nemai Kr Saha



Jayanta Saha Banik





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demands, whatsoever, with regard to the title and ownership of the Owners.

- vi) That the Parties of the First Part have not entered into any agreement with any person or persons / company or companies in connection with the development / sale / transfer of their right, title, interest in respect of the said property or any portion thereof prior to execution of this Development Agreement and that they are free to enter into this Agreement for Development with the present Party of the Second Part and Party of the Third Part.
- vii) That the Owners have not mortgage the said property to any Bank, Institution, Private or Public Body.
- viii) That the Owners are presently in khas and vacant possession of the said property.
- ix) That there is no pending litigation or suit pending in any Court of Law against the owners in respect of the said property.
- x) That all khajna / rent of the land , municipal rates and taxes and other outgoings payable in respect of the said property has been paid and / or shall be paid by the owners up to the date of execution of this Agreement.
- xi) The owners have already converted a portion of the aforesaid property from Sali to Bastu and the conversion for the remaining portion of the property has already been applied for which the owners agree and undertake to obtain from the Appropriate Authority at the cost and expenses of the Developer.



Sankar Kr. Sahu

Prasangi:



Sifra Sahu

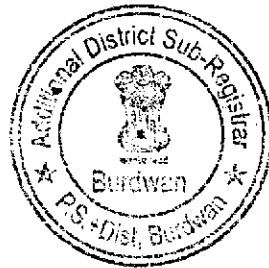
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J. K. Sahu

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Sarajna Sahu Bank

Shanmika Sahu.



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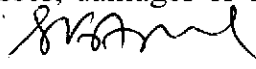
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Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to undertake development of the said property make payment of the advances and to incur all costs, charges and expenses for undertaking development of the said property on the terms and conditions hereinafter appearing.

ARTICLE IV – DEVELOPER’S OBLIGATION

- 4.1 The Developer is satisfied that the Owners are the full and absolute Owners of the said plots of land and the same is not subject to any mortgage charge or any other encumbrances. Provided however shall be fully responsible against any third party’s claim in aforesaid property.
- 4.2 Save & except constructing the boundary wall under the direct supervision of the owners for proper demarcation, survey and soil testing of the aforesaid property, the Developer shall not start any work of development / project on the said plot of land unless the building and site plans are sanctioned by the concerned authorities and / or Gram Panchayat Baikunthapur and / or Burdwan Development Authority and / or Burdwan Municipality and the formal Commencement Certificate are issued by them in favour of the owners.
- 4.3 The Owners give license and permission to the Developer to enter upon the said plots of land described in the first schedule hereunder or any part thereof as aforesaid with full right and authority to commence, carry on and complete development thereof subject to the stipulations and restrictions as herein contained.
- 4.4 The Developer will indemnify and keep indemnified the Owners from all losses, damages or compensation that may be payable due to the reason of

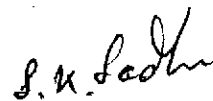

Sankar Kr Saha

Sifra Saha

Nemas Kr Saha

Shubra Saha Banik

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S.K. Saha

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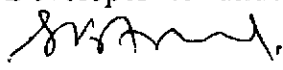
any fault of workmanship or quality of construction and also for not providing amenities as specified in the Second Schedule hereunder written or for any accidents or incidents that may occur or damages to the building during the construction period and the Owners will have no responsibilities and liable towards these or on these accounts and the Owners will be completely indemnified thereof . The Owners in no case will be responsible for the quality of the construction of the building which will otherwise be the responsibility and liability of the Developer.

ARTICLE V – COMMENCEMENT

- 5.1 This Agreement has commenced and / or shall be deemed to have commenced on and with effect from the date of execution of this agreement (hereinafter referred to as the **COMMENCEMENT DATE**).
- 5.2 This Agreement shall remain in full force and effect until completion of the said project unless determined and / or terminated in the manner hereinafter stated or unless agreed to between the parties in writing.

ARTICLE VI – GRANT OF DEVELOPMENT RIGHT

- 6.1 In consideration of payment of refundable security deposit of Rs.70,00,000/- (Rupees Seventy Lacs) only paid by the Developer as per memo of consideration given below and in consideration of the mutual covenants herein contained and on the part of the parties hereto to be paid, performed and observed of the developer having agreed to incur all costs , charges and expenses for undertaking development of the said property, the owners have agreed to grant the exclusive right of development in respect of the said property unto and in favour of the developer to enable the Developer to undertake development of the said property by way of


Sankar Kumar Sahu

Sibra Sahu

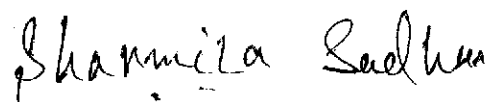
Nemai Kr. Sahu

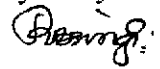
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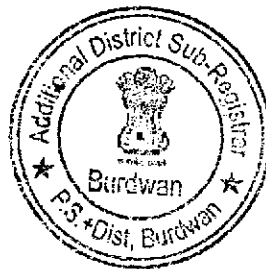
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P.K. Sahu

S.K. Sahu


Sharmila Sahu


P.K. Sahu



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constructing a G + IV storied in the front side and three Ground + VII storied buildings i.e. 4(Four) buildings in accordance with the sanctioned plan approved by the concerned authorities and / or Gram Panchayat Baikunthapur and / or Burdwan Development Authority and / or Burdwan Municipality. A copy of such sanctioned plan will be part of this agreement.

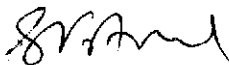
- 6.2 The Developer shall incur all costs, charges and expenses in connection with the above including that of payment of fees of the architect, engineers and other agents who may be employed for that purpose.

ARTICLE VII – APPROVED PLANNING

- 7.1 The plan of the proposed buildings to be sanctioned by the concerned authorities and / or Burdwan Municipality for construction of the new buildings and to obtain commercial sanction in respect of partly ground and partly first floor in the front side of the G + IV storied and remaining residential sanction in the proposed buildings at the said property situate, lying and comprised in Dag/Plot No. 460 within L.R. Khatian No. 1968, 1969 , 1970 , 2139 , 2150 , 2286 and 2287 within Mouza Kanainutshal, J.L. No. 76, P.S. Burdwan , District : Burdwan.

ARTICLE VIII – COMMENCEMENT OF DEVELOPMENT WORK

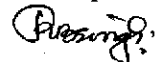
- 8.1 To commence the construction of the proposed building within three months from the date of obtaining sanction Plan of the proposed buildings from the Concerned Authorities and /or Gram Panchayat, Baikanthapur and / or Burdwan Development Authority and / or Burdwan Municipality and to complete the construction of the proposed building complex in phase wise within 48 (forty eight) months from the date of obtaining the sanction plan



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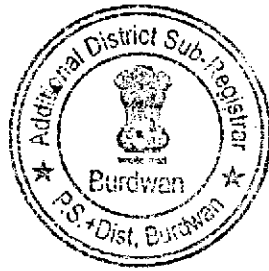
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S.K. Saha

S.K. Saha

Shanmula Saha



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**Additional District Sub-Registrar
BURDWAN**

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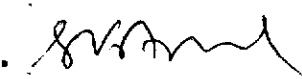
subject to further extension of time for 6 months will be availed by the Developer, if required.

If, however, the Developer is unable to complete the construction of the proposed multistoried building within the said period of 48 months they may be allowed extension of a further period of 6 six months and further if the Developer fails to complete the construction of the proposed building within the said extended period of 54 months, in such case the Developer shall be liable to pay damages @ Rs. 5,000/= per day until completion of construction from the date of Sanctioned Plan.


8.2 That on completion of the building the Developer shall furnish not only the Completion Certificate issued by the concerned authorities and / or Gram Panchayat, Baikunthapur and / or Burdwan Development Authority and / or Burdwan Municipality but also the certificate of the structural engineers about the structural stability of the aforesaid buildings and the Developer shall be responsible for rectify and/or remove any defect in the construction or any damages due to any defective construction, if detected during the period of one year from the date of completion of the building and handing over the Owners' allocation thereof.

8.3 In addition to the above, the Developer shall not be treated in breach of the performance of obligations if the Developer is prevented from proceeding with the work of construction by the circumstances beyond its control and/or by any circumstances amounting to Force Majeure as hereinafter stated.

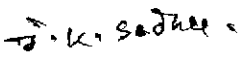
8.4 The Developer shall be authorized in the name of the Owners in so far as is necessary to apply for and obtain building materials for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to

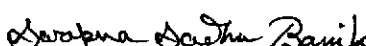

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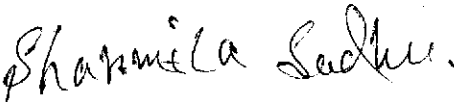
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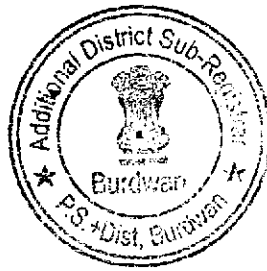

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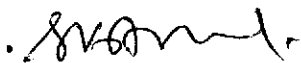
Additional District Sub-Registrar
BURDWAN

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purchasers through the Developer and instead of allocating the respective demarcated area, the entire sale proceeds to be realised there from shall be shared between them after deducting 2% towards brokerage and further 2% towards advertisement and publicity expenses on sale proceeds thereof in the following ratio :

OWNERS	: 30.0 % (as per their respective shares as mentioned hereinbefore)
DEVELOPER	: 66.5 %
PROJECT MANAGER	: 3.5 %

- i) Appoint brokers and/or other selling agent for sale and/or transfer of the respective flats/units/apartments constructed spaces, car parking spaces of the proposed building to the prospective purchasers.
- ii) To work out the strategy for promoting the sale of the Owners', the Developer's and the Project Managers' allocation at the ratio as aforesaid in clause no. 10.1 in the proposed building.
- iii) To negotiate with the intending purchasers for sale and/or transfer of various flats / units / apartments / commercial (if sanctioned), constructed spaces and car parking spaces of the Owners', the Developer's and the Project Managers' allocation in the new building at such price and/or on such terms and conditions as the Developer may deem fit and proper, provided however the Developer from time to time shall communicate the price and other terms and conditions for such sale of the respective flats / units / apartments / commercial (if sanctioned), constructed spaces and car parking spaces to the Owners and Project Manager before entering into such Agreement for Sale with the prospective purchasers and



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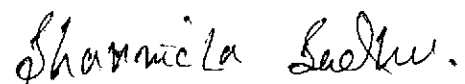
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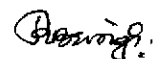
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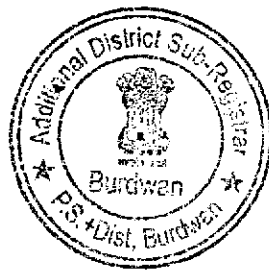
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the Owners shall be entitled to give any suggestion for the same which the developer agrees to adhere for implementation of such suggestion and to take final decision for completion of such Agreement for Sale and / or Deeds of Conveyance in respect of the respective flats / units / apartments / commercial (if sanctioned) constructed spaces and car parking spaces .

- iv) Three separate accounts shall be maintained by the Developer regarding the realization of the sale proceeds of the Owners, Developers' and the Project Managers' allocation in the proposed building. A separate account shall be maintained by the Developer for the purpose of realization of the brokerage, advertisement and publicity expenses out of the sale proceeds of both Owners', the Developer's and the Project Managers' allocation in the proposed building.
- v) That for the purpose of calculating the net sale proceeds, the same will construe total sale proceeds minus 2% thereof towards brokerage and minus further 2% towards advertisement and publicity expenses.
- vi) The net sale proceeds realized by selling of the proposed buildings the Owners', the Developer's and the Project Managers' allocation have been agreed to be shared between the Owners', the Developer's and the Project Managers' in their aforesaid ratio i.e. 30 : 66.5 : 3.5 after deducting the charges towards brokerage and publicity expenses as aforesaid

10.2 The Owners covenant to join with the Developer and the Project Manager for execution of the respective Agreements for Sale and / or Deeds of



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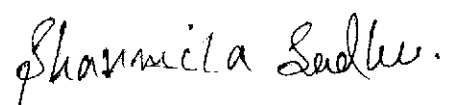
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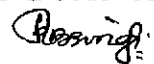
Swarna Sahu Bank

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Conveyance for Sale and transfer of the respective flats / apartments / units / and / or car Parking and other spaces in the Developers and the Project Managers' allocation as well as the Owners allocation. The Developer will however be a confirming party to such Deeds and execute the same accordingly.

ARTICLE XI- FORCE MAJEURE

11.1 The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below :

- i) Fire.
- ii) Natural calamity.
- iii) Any prohibitory order from the court, Municipality and/or other authorities.

ARTICLE XII – OWNERS' FURTHER OBLIGATIONS

12.1 The Owners have agreed :

- i) The Owners further agreed to extend all cooperation with the Developer in all respect for development of the aforesaid property in terms of this Agreement.
- ii) To sign and execute necessary document or documents as may be found necessary including any declaration as may be found necessary as may be required from time to time by the Developer for

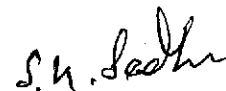


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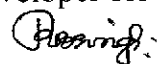
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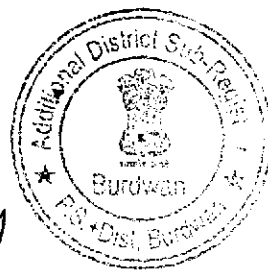
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obtaining of required permissions, approvals and/or sanctions to enable the for the purpose of undertaking the construction of the new buildings in accordance with the sanctioned plan.

- iii) The Owners will execute a registered Power of Attorney in favour of the Developer or its nominee or nominees to enable the Developer to obtain the sanction and/or revalidation and/or modification of the sanctioned plan, if necessary in the proposed building / buildings from the concerned authorities and / or Gram Panchayat, Baikunthapur and / or Burdwan Development Authority and / or Burdwan Municipality and to do such other acts, deeds and things which are necessary and/or required towards the construction work of the proposed building / buildings and / or for the purpose of implementing the terms and conditions of this Development Agreement and also to execute the Agreements for Sale and Deed of Conveyance for Sale in respect of respective flats / units / apartments / commercial (if sanctioned), constructed spaces and car parking spaces together with undivided variable proportionate share of land in favour of the intending purchasers in the proposed building.

ARTICLE XIII – NEGATIVE COVENANTS

13.1 As and by way of negative covenants the Owners have further agreed :

- i) Not to enter into any agreement for sale, transfer, lease and/or development nor create any interest of a third party into or upon the said property or any part or portion thereof.
- ii) Not to do any act deed or thing whereby the Developer is prevented from undertaking development of the said property.



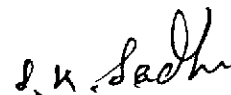
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Member of the Board

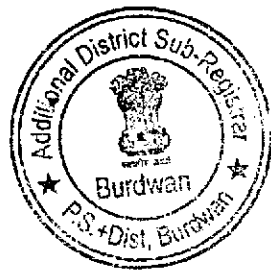
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iii) To do all acts deeds and things to facilitate development of the said property.

ARTICLE XIV – MISCELLANEOUS

- 14.1 RELATIONSHIP OF THE PARTIES – This agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties.
- 14.2 NON WAIVER – Any delay tolerated and/or indulgence shown by the Developer in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or construed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of the Developer.
- 14.3 NOTICES – Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid first class post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by registered post with acknowledgement due) five days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

Prasanna

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Sankar Mr. Sahu

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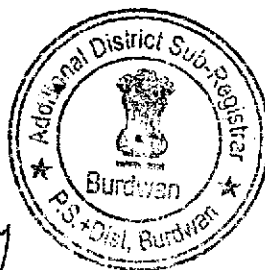
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BURDWAN**

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- 14.4 SEVERABILITY – If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legally and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 14.5 Immediately after execution of this Agreement, the Owners shall hand over the possession in respect of the aforesaid property to the Developer to enable them to cause necessary survey, soil testing, etc. as may be required for the purpose of implementation of the development of the aforesaid property.
- 14.6 The Developer, however, shall be entitled to make a boundary wall in respect of the aforesaid property at their cost under the direct supervision of the Owners for proper demarcation of the aforesaid property.
- 14.7 The Owners shall, however, get their names mutated in the local Municipal Authority and the entire cost and expenses for the same, however, shall be borne by the Owners, if required.
- 14.8 In case any further permission is required from the Competent Authority, appointed by the Urban Land (Ceiling and Regulation) Act, 1976 in such case the Developer shall obtain clearance certificate from such authority at the cost of the Owners.
- 14.9 In case the property is acquired acquisition or requisitioned by any Statutory Authority or Authorities, in such case the Owners shall be liable to refund the said sum of Rs.70,00,000/- (Rupees seventy lakh only) with interest @ 10% per annum. The Owners will be entitled to get the entire award / compensation money and the Developer will not have any claim thereof.

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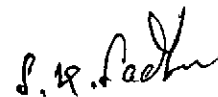
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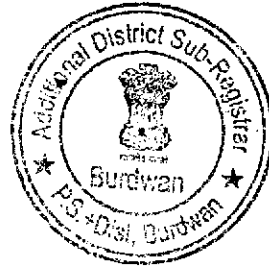
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14.10 There are contiguous plots on the back side and/or adjacent to the aforesaid property and as such it has been agreed between the parties that the Owners shall try to acquire the aforesaid property at their cost for having a better project having same ratio in the proposed buildings, provided however, if the Owners fails to acquire the same within a period of six months from the date of execution of this Agreement, in such case the Developer will be entitled to negotiate and finalized for acquiring such contiguous plots at the cost of the Developer and the total sanctioned area on such excess acquired land, however, shall be fully allocated to the Developer over which the Owners shall not have any claim, whatsoever and accordingly, the Developer will be entitled to realise the entire sale proceeds of such excess area on such acquired land.

14.11 For the purpose of proper implementation on the terms and conditions of this Agreement, the parties hereto, however, agreed to execute further agreement or agreements and/or document or documents as may be found necessary.

ARTICLE XV – ARBITRATION

15.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents and/or the said property or determination of any liability either during subsistence of this Agreement or after expiry thereof shall be referred to the sole arbitration of Shri N.N. Chakraborty, Advocate of 84/1, Beltala Road, Kolkata – 700 026 (hereinafter referred to as the “ARBITRATOR”) and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being thereto in force.

(Signature)

(Signature)

Sankar Kr. Sahu

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(Signature)

Sifra Sahu

(Signature)

Nemai Kr. Sahu

Shrabana Sahu Banik

Shamshir Sahu



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- 15.2 The Arbitrator will have summary powers and will be entitled to set up his own procedure and the Arbitrator shall have power to give interim awards and/or directions.
- 15.3 The parties agree and covenant with each other that they have full trust and faith in the Arbitrator and agreed to abide by all the award and/or directions and not to challenge or dispute the same in any manner, whatsoever, or howsoever subject to the application of provision of Arbitration and Reconciliation Act, 1996.
- 15.4 Courts at Burdwan alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

FIRST SCHEDULE AS REFERRED TO ABOVE

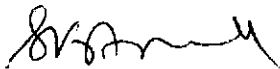
ALL THAT the piece and parcel of Sali land measuring about 71 Cottahs, 6 Chittaks and 11 Sq.ft. equivalent to 51400 sq.ft. be the same little more or less lying, situate and comprised in Dag/Plot No. 460 within L.R. Khatian No. 1968, 1969 , 1970 , 2139 , 2150 , 2286 and 2287 within Mouza Kanainutshal, J.L. No. 76, P.S. Burdwan, District Burdwan and butted and bounded as under :

ON THE NORTH : By Dag/Plot No. 456 and Mouza: Alisha

ON THE SOUTH : By G.T. Road

ON THE EAST : By Mouza: Alisha

ON THE WEST : By Dag/Plot No. 459



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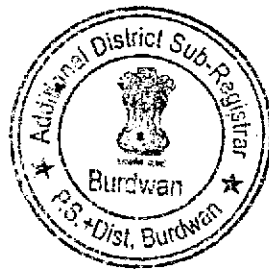
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BURDWAN

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(SPECIFICATION)

A. NATURE OF CONSTRUCTION :

R.C.C. column, structure, with 8" thick external and 3" & 5" thick brick partition walls, inside will be finished by cement and finished with plaster of paris and outer walls will be plastered and finished with cement based paints.

B. DOORS :

- a) Wood panel polished main door with lock and latches. Other doors painted flush door with mortice locks in bedrooms.
- b) Sal/kapur wood door frame as approved by the Architect.
- c) Anodized tower bolt 8" long from inside.
- d) Electric bell point at the main entrance door.

C. WINDOWS:

All windows will be made of Aluminium fitted with glass panels (Anodized Aluminium window sliding type with glass panels).

D. KITCHENS:

Cooking platform built in Granite, and the dado of cooking platform will be built with ceramic colour/designer with stainless steel sink. Ceramic colour / designer tiles up to 2' feet height of counter table.

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Sankar Kumar Sahu

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Prasanna

S.K. Sahu

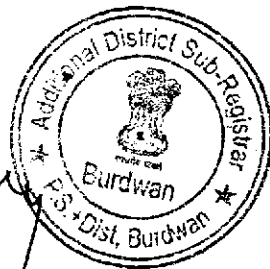
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Sharmila Sasthi

Swarna Sasthi Banik



**Additional District Sub-Registrar
BURDWAN**

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E. TOILETS:

Toilets of each flat on Western / Indian Type with shower, Bibcock, white basin, and marble floor and one commode will be provided at attached Toilet.

All bathrooms will be provided with concealed pipe lines for hot and cold water in shower and basin. White sanitary ware, chromium plated fittings of reputed make or Essco. Ceramic colour/designer tiles upto 6' feet height. Exhaust fan points in all toilets and fan points.

F. FLOOR:

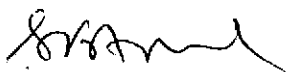
Floors of all rooms will be finished with marble / vitrified tiles. Flats are fully marble 4" height marble skirting where required staircase with kota stone/ marble flooring.

G. ELECTRIC:

Modular Switches (ISI Mark). PVC conduit pipes with copper wiring in all rooms 15 Amp. Power points in all living rooms, bed rooms, kitchen and toilets. 5 Amp. points adequate number of points in all rooms/other areas. Call bell points at the entrance, T.V. points in living room and one bed room, external lighting with water tight fittings in children's play area and internal roads and exhaust fan points in all kitchens, Exhaust fan points in all toilets, etc.

H. WATER SUPPLY:

Water supply to the respective flat from deep tubewell boring (if sanctioned) and/or Municipal water connection.




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Naman Kr. Sathu

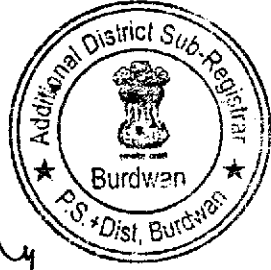
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S.K. Sathu

S.K. Sathu

Sharmila Sathu



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BURDWAN

1- 6 AUG 2012

I. EXTRA CHARGES :

The Parties of the First Part have to pay the amount towards the proportionate cost of installation charges of separate electric meter in the name/s of the Purchaser separately in addition to the total consideration of the flat/shop/car parking space together with common areas and proportionate share of land.

J. EXTRA WORKS :

Any extra work other than the standard specification mentioned above shall be charged extra as decided by our authorised Engineers and such amount will be deposited before the execution of work.

K. EXTRA COMMON FACILITIES:

- I) Main gate of the said premises and common passage.
- II) Installation of common services viz electricity, water pipes, sewerage, rain water pipes.
- III) Water pump with motor and pump house.
- IV) Reservoir on the roof.
- V) 24 Hours supply of water from overhead tank to the respective flats.
- VI) Lighting in the common space, passage, staircase, including fixture and fittings.
- VII) Common Electric meter and box.
- VIII) Elevator : 4/6 passengers elevator of Adams or equivalent make.

Prasanna;

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Bankar K. Sahu

Sifora Sahu

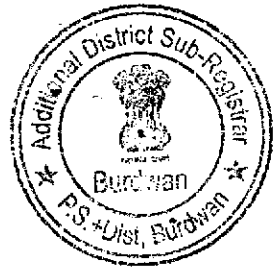
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Sujana Sahu Bank

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Shamila Sahu



Additional District Sub-Registrar
BURDWAN

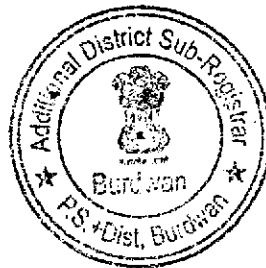
- 6 AUG 2012

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

SIGNED SEALED AND DELIVERED BY THE OWNERS IN PRESENCE OF:

1. Suvasree Sadhu
W/O: Nemaï kr Sadhu
71, Baranilpur Road
Burdwan - 713103
Sankar kr. Sadhu
Sifora Sadhu
Nemaï kr Sadhu
Swarna Sadhu Banik
Shyam Chrida
icrodikr. Sadhu
Sharmila Sadhu.
2. Jayashree Sadhu
D/O: Jagadish kr Sadhu
Perbirkhata east. G.T. Road
Near - karmachari Bhavan
Burdwan - 713103

(OWNERS)



Additional District Sub-Registrar
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SIGNED SEALED AND DELIVERED BY THE
DEVELOPER IN PRESENCE OF:

1. Niraj Kedia
NIRAJ KEDIA
Sl. Ram Anwar Kedia
138A, Karaya Road, 2nd floor,
Kolkata - 700017.

DEEWAKAR HEIGHTS PVT. LTD.

Sandip Kumar Agrawal
Director

2. Pawan Kedia
Pawan Kumar Kedia
8/2 Purnasham Lal Kedia
138A Karaya Road (3rd Floor)
Kolkata - 700017.

(DEVELOPER)

SIGNED SEALED AND DELIVERED BY THE
PROJECT MANAGER IN PRESENCE OF:

1. Niraj Kedia
NIRAJ KEDIA
Sl. Ram Anwar Kedia
138A, Karaya Road, 2nd floor,
Kolkata - 700017.

Prambir Singh
(PROJECT MANAGER)

2. Pawan Kedia
Pawan Kumar Kedia
8/2 Purnasham Lal Kedia
138A Karaya Road (3rd Floor)
Kolkata - 700017.

SIGNED SEALED AND DELIVERED BY THE
DEVELOPER IN PRESENCE OF:

1. Niraj Kedia
NIRAJ KEDIA
S/o. Ram Anwar Kedia
138A, Karaya Road, 2nd floor,
Kolkata - 700017.

DEEWAKAR HEIGHTS PVT. LTD.

Sandip Kumar Agrawal
Director

2. Pawan Kedia
Pawan Kumar Kedia
S/o Purnashyam Lal Kedia
138A Karaya Road (3rd Floor)
Kolkata - 700017.

(DEVELOPER)

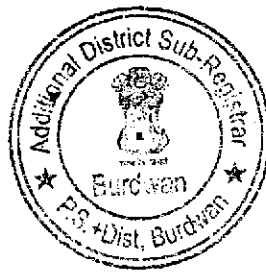
SIGNED SEALED AND DELIVERED BY THE
PROJECT MANAGER IN PRESENCE OF:

1. Niraj Kedia
NIRAJ KEDIA
S/o. Ram Anwar Kedia
138A, Karaya Road, 2nd floor,
Kolkata - 700017.

Prambee Singh
(PROJECT MANAGER)

2. Pawan Kedia
Pawan Kumar Kedia
S/o Purnashyam Lal Kedia
138A Karaya Road (3rd Floor)
Kolkata - 700017.

7



**Additional District Sub-Registrar
BURDWAN**

- 6 AUG 2012

MEMO OF CONSIDERATION

Received a sum of Rs. 70,00,000/- (Rupees Seventy Lac only) from M/s. DEEWAKAR HEIGHTS PVT. LTD. being the refundable security deposit as per memo given below:

a) By D.D. No. 016223..... dated 3.8.2012
Drawn on ..HDFC BANK....., Kolkata
In favour of Sri Sankar Kumar Sadhu Rs. 9,80,000/-

b) By D.D. No. 016214..... dated 1.8.2012
Drawn on ..HDFC BANK....., Kolkata
In favour of Smt. Sipra Sadhu Rs. 6,30,000/-

c) By D.D. No. 016216 & 016224 dated 1.8.2012 & 3.8.2012
For Rs. 8,00,000/- + Rs. 8,80,000/-
Drawn on ..HDFC BANK....., Kolkata
In favour of Sri Nemai Kumar Sadhu Rs. 16,80,000/-

d) By D.D. No. 016213..... dated 1.8.2012
Drawn on ..HDFC BANK....., Kolkata
In favour of Smt Swapna Sadhu Banik Rs. 2,10,000/-

Sankar kr. Sadhu

Shyamal Kr. Sadhu

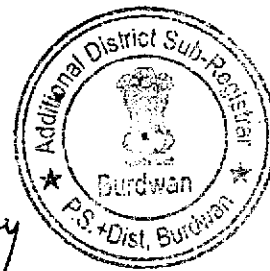
Sipra Sadhu

Jasodha kr. Sadhu

Nemai kr Sadhu

Sharmila Sadhu

Swapna Sadhu Banik



Additional District Sub-Registr.
BURDWAN

6 AUG 2012

e) By D.D. No. 016218..... dated 1.8.2012.

Drawn on ..HDFC BANK....., Kolkata

In favour of Sri Shyamal Kumar Sadhu

Rs. 9,10,000/-

f) By D.D. No. 016212..... dated 1.8.2012.

For Rs. 7,00,000/-
Pay ch. no. 846899 dt. 2.8.2012 for Rs. 4,90,000/-
Drawn on ..HDFC BANK....., Kolkata

In favour of Sri Jagadish Kumar Sadhu

Rs. 11,90,000/-

g) By D.D. No. 016217..... dated 1.8.2012.

For Rs. 7,00,000/-
Pay ch. no. 846898 dt. 2.8.2012 for Rs. 5,00,000/-
Drawn on ..HDFC BANK....., Kolkata

In favour of Smt. Sharmila Sadhu

Rs. 14,00,000/-

Rs. 70,00,000/=

(Rupees Seventy Lac only)

Witness :

1. Suvasree Sadhu
w/o: Nemaikr Sadhu
71, Baranilpur Road
Burdwan - 713103
2. Jayashree Sadhu
D/O: Jagadish Kr Sadhu
Perbihatata east. G.T. Road
Near - Karmachari Bhavan
Burdwan - 713103

Sankar Kr. Sadhu

Sipra Sadhu

Nemai Kr. Sadhu

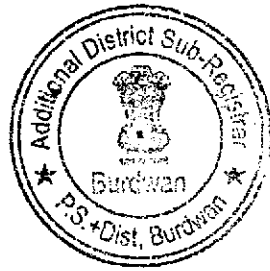
Swajna Sadhu Banik

shyamokr Sadhu

Jagadish Kr. Sadhu

Sharmila Sadhu.

(OWNERS)



7

**Additional District Sub Registrar
BURDWAN**

- 6 AUG 2012

FILE : E:\Ranbir Singh\Dev.Agrmt.\Burdman

DATED THIS 3RD DAY OF AUGUST 2012

BETWEEN

SRI SANKAR KUMAR SADHU & ORS.

... **OWNERS**

AND

M/S. DEEWAKAR HEIGHTS PVT. LTD.

DEVELOPER

AND

SRI RANBIR SINGH

... **PROJECT MANAGER**

DEVELOPMENT AGREEMENT

RE: Property situated at Dag/Plot No. 460
within Mouza:- Kanainutshul, J.L. No. 76, P.S.
Burdwan, District - Burdwan.

N.N. Chakraborty
MR. N.N. CHAKRABORTY

ADVOCATE

84/1, BELTALA ROAD

KOLKATA - 700 026.

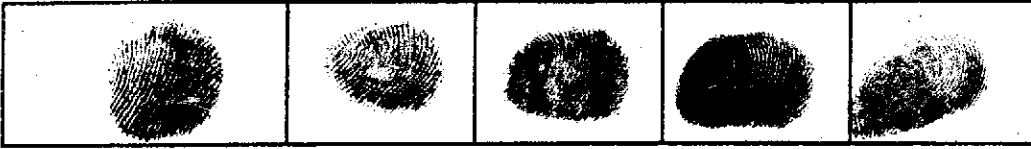
M/7112(Sat)/11:12

ঃঃ হস্তাক্ষরী টিপ ছাপ ও ফটো ঃঃ

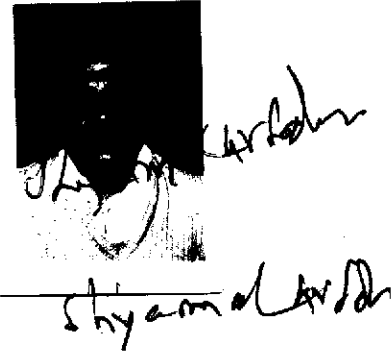
বাম হস্তের টিপ ছাপ -



ডান হস্তের টিপ ছাপ -



স্বাক্ষর :



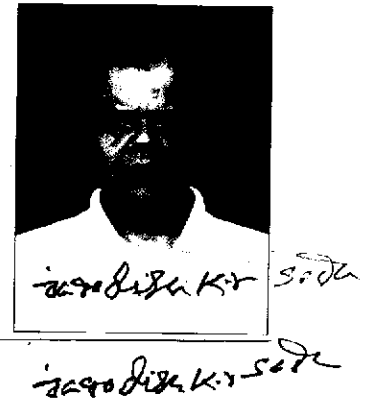
বাম হস্তের টিপ ছাপ -



ডান হস্তের টিপ ছাপ -



স্বাক্ষর :



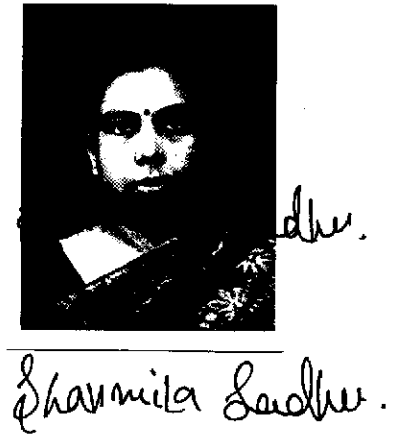
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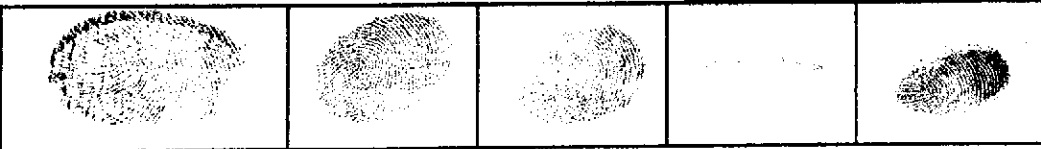
ডান হস্তের টিপ ছাপ -



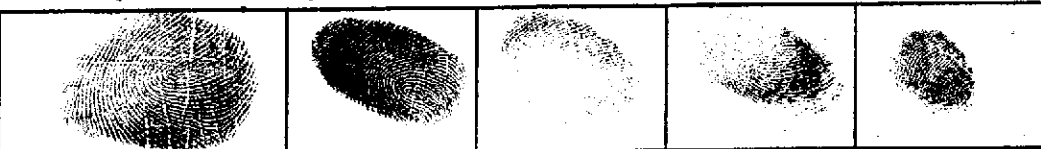
স্বাক্ষর :



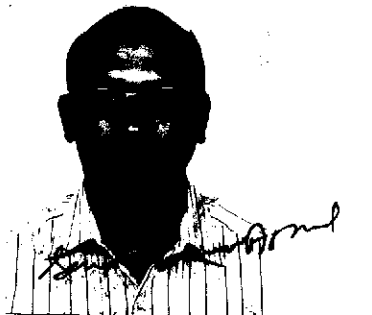
বাম হস্তের টিপ ছাপ -



ডান হস্তের টিপ ছাপ -



স্বাক্ষর :



Sanjay Kumar Agarwal



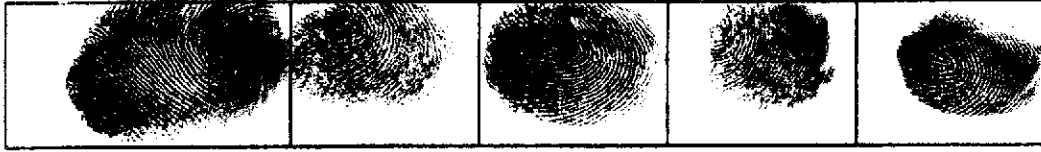
[Handwritten signature]

Additional District Sub-Registrar
BURDWAN

[- 6 AUG 2012

ঃঃ হস্তাক্ষরী টিপ ছাপ ও ফটো ঃঃ

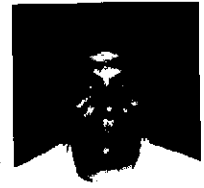
বাম হস্তের টিপ ছাপ -



ডান হস্তের টিপ ছাপ -



স্বাক্ষর :

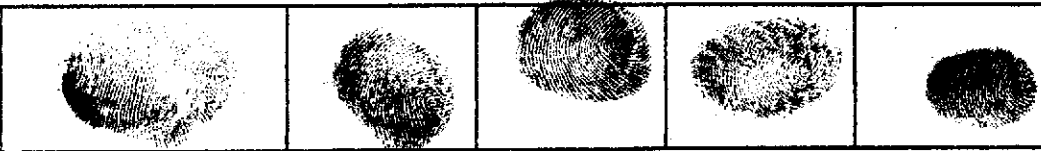


Sankar Kr. Saha
Sankar Kr. Saha

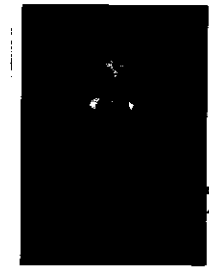
বাম হস্তের টিপ ছাপ -



ডান হস্তের টিপ ছাপ -

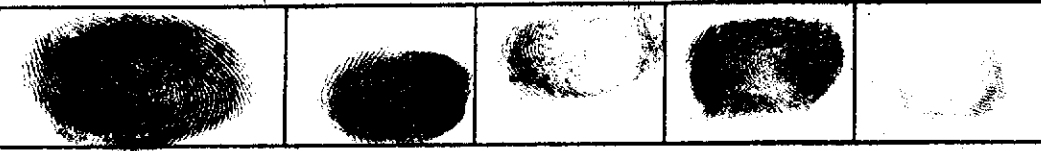


স্বাক্ষর :



Sijita Saha

বাম হস্তের টিপ ছাপ -



ডান হস্তের টিপ ছাপ -



স্বাক্ষর :



Nemai Kr. Saha
Nemai Kr. Saha

বাম হস্তের টিপ ছাপ -



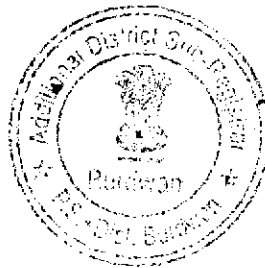
ডান হস্তের টিপ ছাপ -



স্বাক্ষর :



Sushma Saha Banik
Sushma Saha Banik



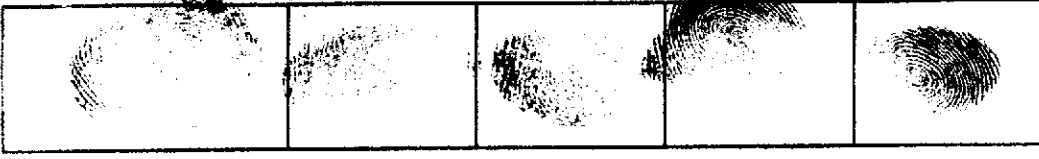
7

Additional District Registrar
BURDWAN

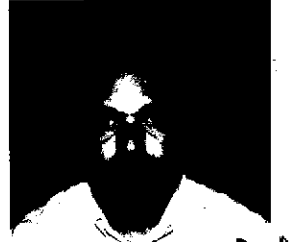
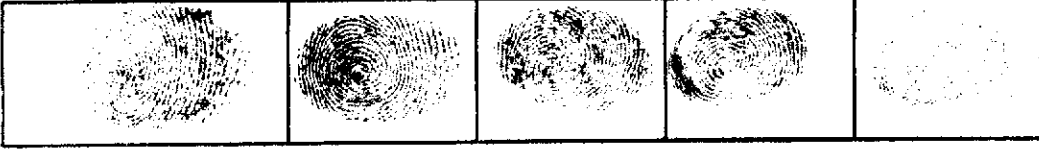
- 6 AUG 2012

ঃঃ হস্তাঙ্গলীর টিপ ছাপ ও ফটো ঃঃ

বাম হস্তের টিপ ছাপ -



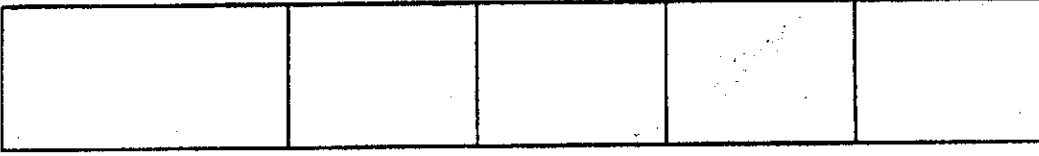
ডান হস্তের টিপ ছাপ -



Ramble Singh

স্বাক্ষর : Ramble Singh

বাম হস্তের টিপ ছাপ -



ডান হস্তের টিপ ছাপ -

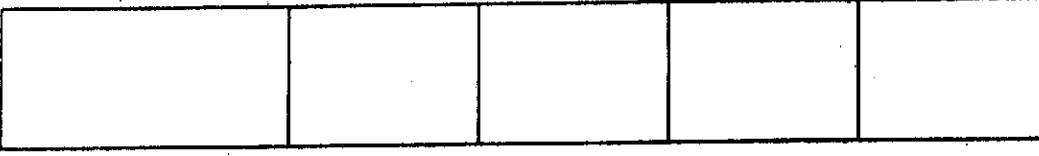


স্বাক্ষর :



ফটো

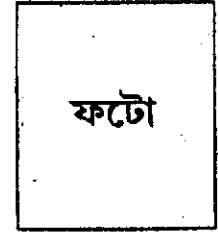
বাম হস্তের টিপ ছাপ -



ডান হস্তের টিপ ছাপ -



স্বাক্ষর :

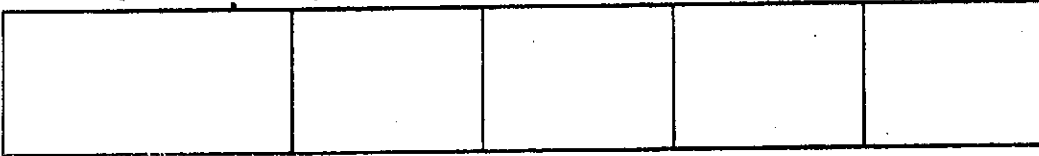


ফটো

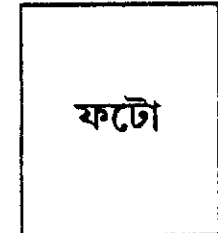
বাম হস্তের টিপ ছাপ -



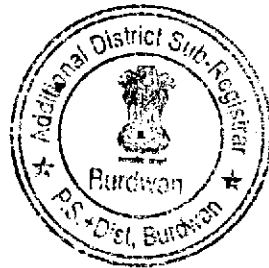
ডান হস্তের টিপ ছাপ -



স্বাক্ষর :



ফটো




Additional District sub-registrar
BURDWAN

= 6 AUG 2012



Government Of West Bengal
Office Of the A.D.S.R. BURDWAN
District:-Burdwan

Endorsement For Deed Number : I - 06091 of 2012
(Serial No. 05785 of 2012)

On

Payment of Fees:

On 03/08/2012

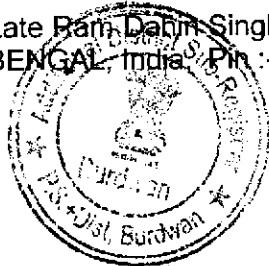
Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 18.30 hrs on :03/08/2012, at the Private residence by Sri Sankar Kumar Sadhu , one of the Executants.

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

Execution is admitted on 03/08/2012 by

1. Sri Sankar Kumar Sadhu, son of Late Tarapada Sadhu , 71, Baranilpour Road Bara Nilpur Aryapally , 12 Burdwan Sadar, Thana:-Barddhaman, P.O. :-Sripally ,District:-Burdwan, WEST BENGAL, India, Pin :-713103, By Caste Hindu, By Profession : Others
2. Smt Sipra Sadhu, wife of Sri Sankar Kumar Sadhu , 71, Baranilpour Road Bara Nilpur Aryapally , 12 Burdwan Sadar, Thana:-Barddhaman, P.O. :-Sripally ,District:-Burdwan, WEST BENGAL, India, Pin :-713103, By Caste Hindu, By Profession : House wife
3. Sri Nemai Kumar Sadhu, son of Sri Sankar Kumar Sadhu , 71, Baranilpour Road Bara Nilpur Aryapally , 12 Burdwan Sadar, Thana:-Barddhaman, P.O. :-Sripally ,District:-Burdwan, WEST BENGAL, India, Pin :-713103, By Caste Hindu, By Profession : Private Service
4. Smt Swapna Sadhu Banik, wife of Sri Biswajit Banik , Kachari Road, Thana:-Katwa, P.O. :-Katwa ,District:-Burdwan, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
5. Sri Shyamal Kumar Sadhu, son of Late Tarapada Sadhu , Parbirhata East G T Road, Thana:-Barddhaman, P.O. :-Sripally ,District:-Burdwan, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
6. Sri Jagadish Kumar Sadhu, son of Late Tarapada Sadhu , Parbirhata East G T Road, Thana:-Barddhaman, P.O. :-Sripally ,District:-Burdwan, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
7. Smt Sharmila Sadhu, wife of Sri Jagadish Kumar Sadhu , Parbirhata East G T Road, Thana:-Barddhaman, P.O. :-Sripally ,District:-Burdwan, WEST BENGAL, India, , By Caste Hindu, By Profession : Others
8. Sri Ranbir Singh, son of Late Ran Dahin Singh , 2b Harish Chatterjee Street, Thana:-Kalighat, P.O. :- ,District:-Kolkata, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession : Others



(Prasanta Mukhopadhyay)

ADDITIONAL DISTRICT SUB-REGISTRAR



Government Of West Bengal
Office Of the A.D.S.R. BURDWAN
District:-Burdwan

Endorsement For Deed Number : I - 06091 of 2012
(Serial No. 05785 of 2012)

9. Sri Sandip Kumar Agarwal
Director, M/s Deewakar Heights P V T L T D, 33a Rabindra Sarani 1st Floor, Thana:-Hare Street, P.O.
:- ,District:-Kolkata, WEST BENGAL, India, .
, By Profession : Others

Identified By Subhas Chandra Mallick, son of Sunil Baran Mallick, Dhokra Sahid,
Thana:-Bardhaman, P.O. :-Nutanganj ,District:-Burdwan, WEST BENGAL, India, , By Caste: Hindu,
By Profession: Deed Writer.

(Prasanta Mukhopadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 06/08/2012

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 : 5(f), 53 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms
Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 76996.00/-, on 06/08/2012

(Under Article : ,E = 7/- on 06/08/2012)

Certificate of Market Value(WB PUVI rules of 2001)

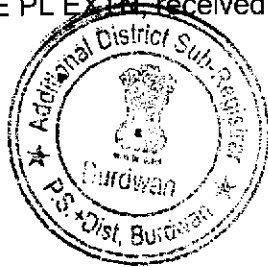
Certified that the market value of this property which is the subject matter of the deed has been
assessed at Rs.-1,21,06,046/-

Certified that the required stamp duty of this document is Rs.- 20001 /- and the Stamp duty paid as:
Impresive Rs.- 50/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 10000/- is paid, by the Bankers cheque number 418466, Bankers Cheque Date 06/08/2012, Bank
Name State Bank of India, BURDWAN, received on 06/08/2012
2. Rs. 10000/- is paid, by the draft number 095683, Draft Date 01/08/2012, Bank Name State Bank of
India, INDIA EXCHANGE PL EXTN, received on 06/08/2012



(Prasanta Mukhopadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR


(Prasanta Mukhopadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR