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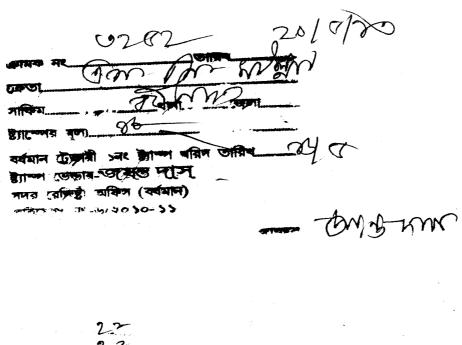
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THIS AGREEMENT FOR DEVELOPMENT is made this 24"

day of April, Two Thousand and Thirteen BETWEEN (1) SRI AROBINDA KUMAR SADHU, (2) SRI JAGADISH KUMAR SADHU, both sons of Late Tarapada Sadhu, (3) SMT. RITA SADHU, wife of Sri Arobinda Kumar Sadhu and (4) SMT. SHARMILA SADHU,

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Licersed Etymp/Vendor Andu ur lang 590 591 acqudish krailhe 592 2 5 APR 2013 Nita Sadhu. Shanmila Budhu.

wife of Sri Jagadish Kumar Sadhu, all are residing at Parbirhatha, G. T. Road, Baronilpur, East: Ram Krishna Cold Storage, P.O.: Sripally, Burdwan, P.S. & District: Burdwan, Pin – 713 103, hereinafter jointly 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 Late Ram Chandra Agarwal, hereinafter referred to as the DEVELOPER / PARTY OF THE SECOND PART (which terms or expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include its successor or successors in office and / or assigns) of the OTHER PART.

## WHEREAS:

A) One Basanta Kumar Das and Bhusan Chandra Das were the joint owners in respect of the piece and parcel of land having Rayatyi Sthitiwan Satta measuring about 165 Satak equivalent to 4 Bighas, 19 Cottahs, 13 Chittaks and 9 Sq.ft. situated within R.S. Khatian No. 34, J.L. No. 76 within Mouza Kanainutshal, P.S. and District Burdwan out of which an area of land measuring about 56 Satak equivalent to 1 Bigha, 13 Cottah, 14 Chittacks and 3.6 Sq.ft. situated in R.S. Plot / Dag No. 128 and an area of 106 Satak equivalent to 3 Bigha 4 Cottah, 2 Chittacks and 3.6 Sq.ft. situated in R.S. Plot / Dag No. 129 and an area of land measuring about 3 Satak equivalent to 1 Cottah, 13 Chittacks and 1.8 Sq.ft. situated in R.S. Plot / Dag No. 130 all situated under R.S. Khatian No. 34, J.L. No. 76

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within Mouza Kanainutshal (hereinafter referred to as the "Larger Property").

- B) Both said Basanta Kumar Das and Bhusan Chandra Das have duly mutated their names in the record of the Revisional Settlement.
- While seized and possessed of the said piece and parcel of land measuring about 165 Satak equivalent to 4 Bigha, 19 Cottahs, 13 Chittacks and 9 Sq.ft., one of the co-owners, namely said Basanta Kumar Das, by virtue of a registered Deed of Gift dated 19.09.1983 gifted and/or bequeathed his undivided 50% share i.e. 82.50 Satak equivalent to 2 Bigha, 9 Cottahs, 14 Chittacks and 27 Sq.ft. in favour of his son Naba Kumar Das, who thus became the Owner in respect of the said 50% of the aforesaid Larger Property.
- D) While seized and possessed of the said 50% share out of said 165 Satak i.e. 82.50 Satak equivalent to 2 Bigha, 9 Cottahs, 14 Chittacks and 27 Sq.ft. one of the co-owners, namely Bhusan Chandra Das died intestate leaving behind him his three sons, widow and daughters, who thus jointly acquired the said undivided 50% share of 165 Satak of land.
- E) Widow and daughters of said Bhusan Chandra Das jointly by a registered Deed of Gift dated 7<sup>th</sup> August, 1985 gifted their undivided interest in the aforesaid property in favour of Sri Narayan Chandra Das, Sri Ajoy Kumar Das and Sri Mohan Chandra Das, all sons of said Late Bhusan Chandra Das.
- F) While seized and possessed of the said property jointly, said Naba Kumar Das, Narayan Chandra Das, Ajoy Kumar Das and Mohan Chandra Das duly mutated their names in the Record of Settlement.
- G) In order to convert the aforesaid land from Sali to Bastu, all the aforesaid joint owners initiated a proceeding being Conversion Case No. 314/85-86

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in the office of the Collectorate. Burdwan, L.R.Branch and by an order dated 12.03.1986 converted the aforesaid total area of land measuring about 165 Satak from agricultural land to non-agricultural tenancy land under Section 72 of the West Bengal Non-Agricultural Tenancy Act, 1949 and enhance the tax for the said land.

H) While seized and possessed of the said Bastu land, said Naba Kumar Das, Narayan Chandra Das, Ajoy Kumar Das and Mohan Chandra Das by virtue of the three registered Deed of Conveyance all dated 21.03.1986 sold, conveyed and transferred the aforesaid land measuring 165 Satak out of which by two deeds sold demarcated piece and parcel of land measuring about 56 Satak equivalent to 1 Bigha, 13 Cottahs, 14 Chittacks and 3.6 Sq. ft. each out of total area of land measuring about 165 Satak to Smt. Bela Rani Samanta w/o Sri Tarun Kumar Samanta and another jointly to Tapan Kumar Samanta and Tarun Kumar Samanta both sons of Sri Sambhu Nath Samanta and the remaining 53 Satak equivalent to 1 Bigha, 12 Cottahs, 1 Chittacks and 1.8 Sq. ft. Bastu Land in favour of Smt. Madhuri Rani Samanta w/o Sri Tapan Kumar Samanta as per particulars given below:

Area	RS Plot/ Dag No.	Registry Office	In favour of		
56 Satak	128	District Sub-Registrar at Burdwan and recorded in Book No. I. Volume No: 38, Pages: 44 to 50, Being No: 2199 for the year 1986.	Bela Rani Samanta		
53 Satak 03 Satak	129 130	Additional District Sub-Registrar at Burdwan and recorded in Book No.1, Volume No. 44, Pages 10 to 17, Being No. 2799 for the year 1986	Samanta and		
53 Satak	129	Additional District Sub- Registrar at Burdwan and recorded in Book No. 1, Volume No: 44, Pages: 102 to 109, Being No: 2815 for the year 1986	Madhuri Rani Samanta		

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- Thus by virtue of said three registered Deed of Conveyances, said Tapan Kumar Samanta. Tarun Kumar Samanta, Madhuri Rani Samanta and Bela Rani Samanta became the joint owners in respect of the said 165 Satak equivalent to 4 Bighas, 19 Cottahs, 13 Chittaks and 9 Sq.ft. of Bastu land situated within R.S. Khatian No. 34. J.L. No. 76 within Mouza Kanainutshal, P.S. and District Burdwan.
- While seized and possessed of the said "Larger Property" jointly, said J) Tapan Kumar Samanta, Tarun Kumar Samanta, Madhuri Rani Samanta and Bela Rani Samanta, by virtue of a registered Deed of Conveyance dated 7th April, 1986 sold, conveyed and transferred a piece and parcel of land measuring about 42.5 Satak equivalent 1 Bigha, 5 Cottahs, 11 Chittaks and 18 Sq.ft. situated within R.S. Khatian No.34, J.L. No. 76, Mouza Kanainutshal, Sub-Registry Office Burdwan, District Burdwan out of which an area of land measuring about 13.5 Satak equivalent to 8 Cottahs, 2 Chittacks and 30.6 Sq.ft. situated within R.S. Plot / Dag No. 128 and an area of land measuring about 29 Satak equivalent to 17 Cottahs, 8 Chittacks and 32.4 Sq.ft situated within R.S. Plot / Dag No.129 in favour of Sri Arobinda Kumar Sadhu and Sri Jagadish Kumar Sadhu on valuable consideration and the said Deed was registered before the Additional District Sub-Registry office at Burdwan and recorded in Book No. I, Volume No. 46, Pages 153 to 159, Being No. 3048 for the year 1986.
- K) After purchasing the aforesaid property said Arobindo Kumar Sadhu and Jagadish Kumar Sadhu duly mutated their names in the records of the Revisional Settlement.
- L) By another registered Deed of Conveyance dated 7.4.1986 said Tapan Kumar Samanta, Tarun Kumar Samanta, Madhuri Rani Samanta and Bela Rani Samanta sold, conveyed and transferred a demarcated piece and parcel of land measuring about 49 Satak equivalent to 1 Bigha, 9 Cottahs, 10 Chittacks and 14.4 Sq.ft. situated within R.S. Khatian No. 34, J.L.No.76 of Mouza: Kanainutsal, Sub-Registry Office Burdwan, District Burdwan

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out of which an area of land measuring about 14.5 Satak equivalent to 8 Cottahs, 12 Chittacks and 16.2 Sq.ft. situated within R.S. Plot / Dag No. 128, an area of land measuring about 31.5 Satak equivalent to 19 Cottahs and 41.4 Sq.ft. situated within R.S. Plot / Dag No. 129 and an area of land measuring about 3 Satak equivalent to 1 Cottah, 13 Chittacks and 1.8 Sq.ft. situated within R.S. Plot / Dag No. 130 in favour of Sri Sankar Kumar Sadhu and Sri Shyamal Kumar Sadhu on valuable consideration and the said deed was registered before the District Sub-Registrar office at Burdwan and recorded in Book No. I, Volume No: 43, Pages 87 to 94, Being No: 2505 for the year 1986.

- M) After purchasing the aforesaid property measuring about 49 Satak equivalent to 1 Bigha, 9 Cottahs, 10 Chittacks and 14.4 Sq.ft., as aforesaid, both said Sankar Kumar Sadhu and Shyamal Kumar Sadhu mutually partitioned the said property amongst themselves and as per the said mutual partition amongst others, a demarcated area of land measuring about 7.3 Satak equivalent to 4 Cottahs, 6 Chittaks and 9.8 Sq. ft. situated in R.S. Khatian No. 34, J.L. No. 76, Mouza Kanainutshal being R.S. Plot/Dag No. 128 have been exclusively allocated to Sankar Kumar Sadhu.
- N) One Md. Isha and Mahila Begum were the joint owners in respect of several Sub-Plot of land situated in Dag No. 7273 measuring about 2 Cottahs and 3.5 Chittaks and Sub-Plot of land situated in Dag No. 7274 measuring about 2 Cottahs and 5 Chittaks totaling 4 Cottahs and 8.5 Chittaks and also were the joint owners in respect of a 12 feet wide passage land situated within northern side of Sub-Plot No. 7 & 8 having an area of 9 Chittaks and 30.7 Sq.ft. situated in Khatian No. 944, J.L. No. 139, Mouza Radhanagar under Burdwan Municipality, P.S. and Dist. Burdwan.

O) Said Md. Isha and Mahila Begum while seized and possessed of the said land situated within Dag No. 7273 and 7274 measuring about 4 Cottahs and

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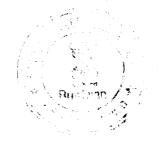
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8.5 Chittaks sold, conveyed and transferred the same to Golam Mahiuddin and others.

- P) Said Golam Mahiuddin and Others by virtue of a registered Deed of Conveyance dated 19.06.1979 sold, conveyed and transferred the said 4 Cottahs and 8.5 Chittaks of land situated in Dag No. 7273 and 7274 and subsequently by another registered Deed of Conveyance dated 19.02.1987 sold, conveyed and transferred the said 12 feet wide passage land having an area of 9 Chittaks and 30.7 Sq.ft. in favour of Chandana Samanta on valuable consideration.
- Q) By virtue of a registered Deed of Exchange dated 13.5.1987 made between said Sankar Kumar Sadhu, therein described as Party of the First Part and said Chandana Samanta, therein described as the Party of the Second Part, said Chandana Samanta in exchange of her said purchased land totaling about 4 Cottahs and 8.5 Chittaks situated within Dag No. 7273 and 7274 with the aforesaid plot of land measuring about 7.3 Satak situated within R.S. Plot / Dag No. 128 under R.S. Khatian no. 34, Mouza: Kanainutsal, J.L. No. 76, P.S. and District: Burdwan owned by said Sankar Kumar Sadhu and the said Deed was duly registered before the Additional District Sub-Registrar at Burdwan in Book No. I, Volume No. 75, Pages 216 to 224, Being No. 3371 for the year 1987.
- R) Thus by virtue of said Deed of Exchange dated 13.5.1987 said Smt. Chandana Samanta became the absolute Owner in respect of 7.3 Satak situated within R.S. Plot / Dag No.128 under R.S. Khatian No: 34, J.L.No.76 of Mouza: Kanainutsal, Sub-Registry Office Burdwan, District: Burdwan.

S) By virtue of a Deed of Conveyance dated. 24.7.1987 said Smt. Chandana Samanta sold, conveyed and transferred to Smt. Sipra Sadhu wife of Sri Sankar Kumar Sadhu residing at Baranilpur, P.S and Dist: Burdwan the aforesaid piece and parcel of Bastu Land measuring about 7.3 Satak

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situated within R.S. Plot / Dag No.128 under R.S. Khatian no: 34, J.L. No.76 of Mouza: Kanainutsal, Sub-Registry Office Burdwan, P.S. and District: Burdwan., on valuable consideration, which was registered before the joint Sub-Registry Office at Burdwan and recorded in Book No. 1, Volume No: 124, Pages from 46 to 61, Being no: 5850 for the year 1987.

- Thus by virtue of the said Deed of Conveyance dated. 24.7.1987 said Smt. T) Sipra Sadhu became the absolute Owner in respect of 7.3 Satak situated within R.S. Plot / Dag No.128 under R.S. Khatian no:34, J.L. No.76 of Mouza: Kanainutsal, Sub-Registry Office Burdwan, District: Burdwan.
- By virtue of a Deed of Conveyance dated. 24.7.1990 said Smt. Sipra Sadhu U) wife of Sri Sankar Kumar Sadhu has sold, conveyed and transferred to Sri Arobinda Kumar Sadhu son of Late Tarapada Sadhu, the above said piece and parcel of Bastu Land measuring about 7.3 Satak situated within R.S. Plot / Dag No.128 under R.S. Khatian no : 34, J.L. No.76 of Mouza: Kanainutsal, Sub-Registry Office Burdwan, District: Burdwan, on valuable consideration, which was registered before the Additional District Sub-Registrar at Burdwan and recorded in Book No. I, Volume No.61, Pages from 296 to 300, Being No: 3938 for the year 1990.
- Thus by virtue of the said Deed of Conveyance dated. 24.7.1990 said Sri V) Arobinda Kumar Sadhu became the absolute Owner in respect of 7.3 Satak situated within R.S. Plot / Dag No.128 under R.S. Khatian No : 34, J.L. No. 76, of Mouza: Kanainutsal, Sub-Registry Office Burdwan, District: Burdwan.
- By virtue of registered Deed of conveyances all dated 30.11.1991 Sri W) Arobinda Kumar Sadhu sold, conveyed and transferred an area of land measuring about 2.4 Satak equivalent to out of 7.3 Satak equivalent to 4 Cottahs, 6 Chittacks and 9.8 Sq. ft. situated within R.S. Plot / Dag No. 128 on valuable consideration in favour of Sri Bimal Kumar Banik and Smt. Sabitri Banik and by another Deed of conveyance dated 30.11.1991

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sold, conveyed and transferred a land having an area of land measuring about 2.4 Satak out of 7.3 Satak situated within R.S. Plot / Dag No. 128 on valuable consideration in favour of Tapan Kumar Banik and Sonali Banik and by another Deed of Transfer dated 30.11.1991 sold, conveyed and transferred an area of land measuring about 2.5 Satak out of 7.3 Satak situated within R.S. Plot / Dag No. 128 on valuable consideration in favour of Nemai Chand Banik and Ranjita Banik all are situated under R.S. Khatian No. 34, Mouza: Kanainutsal, J.L. No. 76, P.S. and District: Burdwan and the particulars of said three Deeds are specified herein below

Area	RS Plot/ Dag No.	Registry Office	In favour of		
2.4 Satak	128	Additional District Sub-Registrar at Burdwan in Book No. 1, Volume No: 110, Pages: 255 to 259, Being No: 6046 for the year 1991.	Banik and		
2.4 Satak	128	Additional District Sub-Registrar at Burdwan in Book No. I, Volume No: 110, Pages: 260 to 264, Being No: 6047 for the year 1991.	Banik and		
2.5 Satak	128	Additional District Sub-Registrar at Burdwan in Book No. 1, Volume No: 110, Pages: 250 to 254, Being No: 6045 for the year 1991.	Banik and		

- One Indira Banerjee, wife of Pradip Kumar Banerjee was the absolute X) owner in respect of a piece and parcel of Sali land measuring about 40 Decimal situated within Mouza Kanainutshal, J.L. No. 76, Khatian No. 43, L.R. Khatian No. 264 situated within Dag No. 460.
  - By a registered Deed of Deed of Exchange dated. 23.12.1991 made between said Smt. Indira Banerjee in one part and said Tapan Kumar Banik and Sonali Banik jointly in the other part, said Indira Banerjee exchanged her aforesaid plot of land measuring about 40 Decimal situated within Mouza Kanainutshal, J.L. No. 76, Khatian No. 43, L.R. Khatian No. 264 situated within Dag No. 460 with the said plot of land measuring about 2.4

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Decimal situated within R.S. Plot/Dag No. 128 under R.S. Khatian No. 34, J.L. No. 76, Sub-Registry Office Burdwan, P.S. and District Burdwan acquired by said Tapan Kumar Banik and Sonali Banik and the said Deed was registered before the Additional District Sub-Registrar at Burdwan in Book No. I, Volume No. 117, Pages 63 to 70, Being No: 6409 for the year 1991.

- Thus by virtue of said registered Deed of Exchange dated 23.12.1991, said Z) Smt. Indira Banerjee acquired the right, title and interest in respect of the said piece and parcel of Bastu land measuring about 2.4 Satak out of 7.3 Satak situated within R.S. Plot / Dag No. 128 under R.S. Khatian No. 34, Mouza: Kanainutsal, J.L. No. 76, P.S. and District : Burdwan.
- AA) One Santosh Kumar Dey was the absolute owner in respect of 39 Satak of land situated within Mouza Kanainutshal, R.S. Plot/Dag No. 460, Khatian No. 43, L.R. Khatian No. 264, Mouza: Kanainutsal, J.L. No. 76, P.S. and District: Burdwan.
- By virtue of another registered Deed of Exchange dated 23.12.1991, Sri BB) Santosh Kumar Dey in one part and Sri Bimal Kumar Banik and Smt. Sabitri Banik jointly in the other part exchanged 39 Satak of land situated within Mouza Kanainutshal, R.S. Plot/Dag No. 460, Khatian No. 43, L.R. Khatian No. 264, Mouza: Kanainutsal, J.L. No. 76, P.S. and District: Burdwan, with the plot of land measuring about 2.4 Satak out of 7.3 Satak situated within R.S. Plot / Dag No. 128 under R.S. Khatian No. 34, Mouza: Kanainutsal, J.L. No. 76, P.S. and District : Burdwan acquired by said Sri Bimal Kumar Banik and Smt. Sabitri Banik and the said Deed was registered before the Additional District Sub-Registrar at Burdwan in Book No. I, Volume No. 117, Pages 71 to 78, Being No: 6410 for the year 1991.

CC). One Smt. Archana Sarkar was the absolute owner in respect of a land measuring about 39 Satak situated within Mouza Kanainutshal, R.S.

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Plot/Dag No. 460, Khatian No. 43, L.R. Khatian No. 264, Mouza: Kanainutsal, J.L. No. 76, P.S. and District: Burdwan.

- DD) By virtue of another registered Deed of Exchange dated 23.12.1991, Smt. Archana Sarkar in one part and Sri Nemai Chand Banik and Ranjita Banik in the other part exchanged 39 Satak situated within Mouza Kanainutshal, R.S. Plot/Dag No. 460, Khatian No. 43, L.R. Khatian No. 264, Mouza: Kanainutsal, J.L. No. 76, P.S. and District: Burdwan.with the plot of land measuring about 2.5 Satak out of 7.3 Satak situated within R.S. Plot / Dag No. 128 under R.S. Khatian No. 34, Mouza: Kanainutsal, J.L. No. 76, P.S. and District: Burdwan acquired by said Sri Nemai Chand Banik and Ranjita Banik and the said Deed was registered before the Additional District Sub-Registrar at Burdwan in Book No. 1. Volume No. 117, Pages 79 to 86, Being No. 6411 for the year 1991.
- Satak situated within R.S. Plot / Dag No. 128 under R.S. Khatian No. 34 of Mouza: Kanainatsal, . J.L. No. 76, Sub-Registry Office Burdwan, P.S. and District Burdwan, by said Indira Banerjee sold, conveyed and transferred the same by a registered Deed of Conveyance dated 22.1.1992 jointly in favour of Sri Bidyut Kumar Sadhu son of Late Ranjit Kumar Sadhu and Smt. Rita Sadhu wife of Sri Arabindo Kumar Sadhu on valuable consideration, which was registered before the Additional District Sub-Registrar at Burdwan and recorded in Book No. I, Volume No: 5, Pages: 275 to 281, Being No: 297 for the year 1992.
- FF) While seized and possessed of said Bastu Land 2.4 Satak out of 7.3 Satak situated within R.S. Plot / Dag No. 128 under R.S. Khatian No. 34 of Mouza: Kanainutsal, J.L. No.76, Sub-Registry Office Burdwan, P.S. and District Burdwan, by said Santosh Kumar Dey sold, conveyed and transferred the aforesaid Bastu land on 22.1.1992 in favour of Sri Bidyut Kumar Sadhu son of Late Ranjit Kumar Sadhu and Smt. Rita Sadhu wife of Sri Arobinda Kumar Sadhu on valuable consideration, which was registered

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before the Additional District Sub-Registrar at Burdwan and recorded in Book No. I, Volume No: 5, Pages: 282 to 287, Being No: 298 for the year 1992.

- While seized and possessed of said Bastu Land 2.5 Satak out of 7.3 Satak GG) situated within R.S. Plot / Dag No. 128 under R.S. Khatian No. 34 of Mouza: Kanainutsal, J.L. No. 76, Sub-Registry Office Burdwan, P.S. and District: Burdwan, by said Archana Sarkar sold, conveyed and transferred on 22.1.1992 in favour of Sri Bidyut Kumar Sadhu son of Late Ranjit Kumar Sadhu and Smt. Rita Sadhu wife of Sri Arobinda Kumar Sadhu on valuable consideration, which was registered before the Additional District Sub-Registrar at Burdwan and recorded in Book No. I, Volume No: 5, Pages: 288 to 293. Being No: 299 for the year 1992.
- While seized and possessed of the said Bastu Land measuring about 7.3 HH) Satak equivalent to 4 Cottahs, 6 Chittacks and 9.8 Sq. ft. situated within R.S. Plot / Dag No. 128 under R.S. Khatian No. 34 of Mouza: Kanainutsal, J.L. No. 76, Sub-Registry Office Burdwan, P.S. and District: Burdwan, jointly by said Bidyut Kumar Sadhu and Smt. Rita Sadhu, they found that total area of Bastu land being very small, therefore two separate building cannot be constructed and as such said Bidyut Kumar Sadhu, by virtue of a registered Deed of Conveyance dated 23.12.2002 sold, conveyed and transferred his undivided 50% share in respect of the said 3.65 Satak equivalent to 2 Cottahs, 3 Chittaks and 14.94 Sq.ft. of Bastu land situated within R.S. Plot / Dag No. 128 under R.S. Khatian No. 34 of Mouza: Kanainatsal, , J.L. No. 76, Sub-Registry Office Burdwan , P.S. and District Burdwan, in favour of his other co-sharers, namely said Rita Sadhu wife of Sri Arobinda Kumar Sadhu on valuable consideration, which was duly registered before the Additional District Sub-Registrar at Burdwan in Book No. 1, Volume No. 129(2), pages 187 to 195, Being No. 4131 for the year 2003.

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- II) Thus by virtue of the said three registered Deed of Conveyances dated. 22.01.1992 and also by virtue of registered Deed of Conveyance dated. 23.12.2002, said Rita Sadhu became the absolute Owner in respect of piece and parcel of Bastu Land 7.3 Satak equivalent to 4 Cottahs and 6 Chittaks and 9.8 Sq. ft. situated within R.S. Plot / Dag No. 128, under R.S. Khatian No. 34 of Mouza: Kanainutsal, J.L. No. 76, Sub-Registry Office Burdwan, P.S. and District Burdwan.
- While retaining the remaining piece and parcel of Bastu Land 17.25 Satak JJ) equivalent to 10 Cottahs, 6 Chittacks and 44.1 Sq. ft. out of which an area of land measuring about 15.75 Satak equivalent to 9 Cottahs, 8 Chittacks and 20.7 Sq. ft. situated within R.S. Plot / Dag No. 129 and an area of land measuring about 1.5 Satak equivalent to 14 Chittacks and 23.4 Sq. ft situated within R.S. Plot / Dag No. 130 said Sankar Kumar Sadhu exchanged the aforesaid property with an area of land measuring about 3 Cottahs and 5.75 Chittacks of sub plot no.748P, 1804P and 1805P situated in Kaliganga belonging to Arabindo Sadhu by virtue of a registered Deed of Exchange dated 24.07.1990, which was registered before the Additional District Sub-Registrar at Burdwan in Book No. I, Volume No: 62, Pages: 1 to 10, Being No:3939 for the year 1990 and accordingly, by virtue of such Deed of Exchange, said Arobinda Kumar Sadhu became the absolute owner in respect of the said piece and parcel of land measuring about 17.25 Satak equivalent to 10 Cottahs, 6 Chittacks and 44.1 Sq. ft.
- KK) While seized and possessed of the said demarcated piece and parcel of Bastu land measuring about 24.5 Satak equivalent to 14 Cottahs, 13 Chittacks and 7.20 Sq. ft. by Shyamal Kumar Sadhu sold, conveyed and transferred by a registered Deed of Conveyance dated 20.06.1992 a demarcated piece and parcel of land measuring about 12.5 Satak equivalent to 7 Cottah, 9 Chittacks and 0 Sq.ft. out of which 3.25 Satak equivalent to 1 Cottah, 15 Chittacks and 20.7 Sq. ft. situated within R.S. Plot / Dag No. 128, 7.75 Satak equivalent to 4 Cottah, 11 Chittacks and 0.9 Sq. ft. situated within R.S. Plot / Dag No. 129 and 1.50 Satak equivalent 14

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Chittacks and 23.4 Sq. ft. situated within R.S. Plot / Dag No. 130 under R.S. Khatian Nos. 34, J.L. No.76 of Mouza: Kanainutsal in favour of his brother Sri Jagadish Kumar Sadhu on valuable consideration and the said Deed was registered before the District Registrar at Burdwan and recorded in Book No. I, Volume No. 67, Pages 266 to 279, Being No. 3816 for the year 1992.

- By another registered Deed of Conveyance dated 20.06.1992, said Shyamal LL) Kumar Sadhu sold, conveyed and transferred the remaining 12 Satak equivalent to 7 Cottahs, 4 Chittacks and 7.2 Sq. ft. of Bastu land, out of which 4 Satak equivalent to 2 Cottahs, 6 Chittacks and 32.4 Sq. ft. situated within R.S. Plot / Dag No. 128 and 8 Satak equivalent to 4 Cottahs, 13 Chittacks and 19.8 Sq. ft. situated within R.S. Plot / Dag No. 129 under R.S. Khatian Nos. 34, J.L. No. 76, Mouza:Kanainutsal, Sub-Registry Office Burdwan P.S. & District: Burdwan in favour of Smt. Sharmila Sadhu, wife of Sri Jagadish Kumar Sadhu on valuable consideration and the said Deed was registered before the Additional District Sub- Registrar at Burdwan and recorded in Book No. I, Volume No. 67, Pages 261 to 265, Being No. 3815 for the year 1992.
- MM) 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 Bastu land measuring about 91.5 Satak equivalent to 55 Cottahs, 5 Chittaks and 32.4 Sq. ft., be the same a little more or less lying, situate and comprised in Dag / Plot No. 128, 129 & 130 within L.R. Khatian No. 617, 618, 619 and 620 within Mouza Kanainutshal, J.L. No. 76, P.S. Burdwan, District Burdwan (more fully described in the Schedule 'A' hereunder written) hereinafter referred to as the "said property").

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## PARTICULARS:

Date	Nature of Deed	Name of the Purchaser	Book No.	Vol. No.	Pages	Being No.	Area (Sq. Ft.)	%	Year
07.04.1986	Sale Deed	Arobinda Kr. Sadhu & Jagadish Kr. Sadhu	1	46	153 to 159	3048	18513.00	46.45	1992
24.07.1990	Deed of Exchange	Arabinda Kr. Sadhu	Ī	62	1to10	3939	7514.10	18.85	1990
22.01.1992	Sale Deed	Rita Sadhu	I	5	275-281, 282-287, 288-293	297 29 <b>8</b> 299	1579.05	3.96	1992
20.06.1992	Sale Deed	Sharmila Sadhu	I	67	261 to 265	3815	5227.20	13.11	1992
20.06.1992	Sale Deed	Jagadish Kr Sadhu	l	67	266 to 279	3816	5445.00	13.67	1992
23.12.2002	Sale Deed	Rita Sadhu	I	129 (2)	187 to 195	4131	1579.05	3.96	2003
							39857.40	100	

The present Owners/Parties of the First Part being interested to get the NN) aforesaid property developed and / or for commercial exploitation of the same and / or for having building a Residential cum Commercial Housing complex therein, approached the Developer for development of the aforesaid property by constructing 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 1 - DEFINITIONS**

- In this Agreement unless the context otherwise permits the following expression shall have the meanings assigned to them as follows:
  - OWNERS shall mean (1) SRI AROBINDA KUMAR SADHU, (2) SRI JAGADISH KUMAR SADHU, both sons of Late

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Tarapada Sadhu, (3) SMT. RITA SADHU, wife of Sri Arobinda Sadhu, (4) SMT. SHARMILA SADHU, wife of Sri Jagadish Kumar Sadhu, all are residing at Parbirhatha, G. T. Road, Baronilpur, East: Ram Krishna Cold Storage, P.O.: Sripally, Burdwan, P.S. & District: Burdwan, Pin - 713 103, and their heirs, executors, legal representatives, administrators and / or assigns.

- DEVELOPER shall mean M/S. DEEWAKAR HEIGHTS PVT. ii) 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.
- PROPERTY shall mean the piece and parcel of land measuring iii) about 91.5 Satak equivalent to 2 Bighas, 15 Cottahs, 5 Chittaks and 32.4 Sq. ft., situated within R.S. Plot / Dag Nos. 128, 129 and 130 under R.S. Khatian No. 34 and L.R.Khatian No: 617, 618, 619 and 620, J.L. No. 76, of Mouza: Kanainutsal, as specified in Schedule 'A' hereunder respectively.
- DEVELOPMENT AGREEMENT shall mean this Agreement. iv)
- UNITS/FLATS/APARTMENT shall mean various flats/ v) 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.

PLAN - shall mean the plan of the proposed buildings to be vi) sanctioned by the concerned Authorities and / or Burdwan Development Authority and / or Burdwan Municipality for construction of the new buildings and to obtain commercial sanction

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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 Nos. 128, 129 and 130 within Mouza Kanainatsal, J.L. No. 76, Khatian No. 34 and L. R. Khatian no:617, 618, 619 and 620 P.S. Burdwan, District Burdwan.

- vii) 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.
- shall mean the building or buildings to be constructed on the said property situate, lying and comprised in Dag Nos. 128, 129 and 130 within Mouza Kanainatsal, J.L. No. 76, Khatian No. 34, L. R. Khatian no:617, 618, 619 and 620 P.S. Burdwan, District Burdwan by the Developer in accordance with the plan sanctioned by the concerned Authorities and / or Burdwan Development Authority and / or Burdwan Municipality and/or modification and / or enactment of the plan thereof.
- ix) 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.
- x) OWNER'S ALLOCATION shall mean 35% of the total sanctioned area including 35% of the car parking space and 35% of the roof of the proposed buildings 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 along with proportionate share in land.

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- DEVELOPER'S ALLOCATION shall mean 65% of the total xi) sanctioned area including 65% of the car parking space and 65% 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 along with proportionate share in land.
- COMMON AREA shall mean staircase, right over the service xii) area, corridor, lift shafts and all other common areas in the ground floor, etc. are excluded with the area of the flat.
- TOTAL DEVELOPMENT COSTS shall mean the aggregate of xiii) all costs, fees, taxes and expenses wholly and exclusively expended or incurred by the Developer.
- SPECIFICATION shall mean the specification and / or materials xiv) 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 Schedule 'B' hereunder.

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

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

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- Reference to any agreement, contract deed or documents shall be i) 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.
- An obligation of the Developer in this Agreement to do something ii) 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.
- Words denoting one gender shall include other genders as well. iii)
- Words denoting singular number shall include the plural and viceiv) versa.
- The headings in this Agreement are inserted for convenience of v) reference and shall be ignored in the interpretation and construction of this Agreement.

## ARTICLE III - REPRESENTATION AND WARRANTIES BY THE OWNER

- At or before execution of this Agreement the Owners have represented and 3.1 assured the Developer as follows:-
  - That the said property is free from all encumbrances, charges, liens, **i**) lispendents, attachments, whatsoever or howsoever.
  - That excepting the present Owners nobody has any right, title, ii) interest, claim, demand, whatsoever or howsoever, in respect of said property.

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- 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 Nos. 128,129 and 130 within Mouza Kanainatsal, J.L. No. 76, Khatian No. 34,L.R.Khatian No: 617, 618, 619 and 620 P.S. Burdwan, District Burdwan or any portion thereof.
- The Parties of the First Part have also given to understand that the iv) said property do not fall under the Urban Land (Ceiling and Regulation) Act, 1976.
- The Owners have declared to the Developer that the Owners have a v) 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 demands, whatsoever, with regard to the title and ownership of the Owners.
- That the Parties of the First Part have not entered into any agreement vi) 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.
- That the Owners have not mortgage the said property to any Bank, vii) Institution. Private or Public Body.
- That the Owners are presently in khas and vacant possession of the viii) said property.

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- That there is no pending litigation or suit pending in any Court of ix) Law against the owners in respect of the said property.
- That all khajna / rent of the land, municipal rates and taxes and x) 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.
- The owners have already got Bastu Land ,but Developer requires to xi) convert from Bastu to Residential cum Commercial Housing complex, which the owners agree and undertake to obtain from the Appropriate Authority at the cost and expenses of the Developer.

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.
- Save & except constructing the boundary wall under the direct supervision 4.2 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 Burdwan Development Authority and / or Burdwan Municipality and the formal Commencement Certificate are issued by them in favour of the owners.

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- 4.3 The Owners give license and permission to the Developer to enter upon the said plots of land described in the schedule "A" 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.
- The Developer will indemnify and keep indemnified the Owners from all 4.4 losses, damages or compensation that may be payable due to the reason of any fault of workmanship or quality of construction and also for not providing amenities as specified in the Schedule 'B' 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

- This Agreement has commenced and / or shall be deemed to have 5.1 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

In consideration of payment of refundable security deposit of Rs. 6.1 11,00,000/- ( Eleven Lac ) only paid by the Developer as per memo of consideration given below and in consideration of the mutual covenants

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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 constructing a G + VII storied buildings in accordance with the sanctioned plan approved by the concerned authorities and / or Burdwan Development Authority and / or Burdwan Municipality. A copy of such sanctioned plan will be part of this agreement.

The Developer shall incur all costs, charges and expenses in connection 6.2 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

The plan of the proposed buildings to be sanctioned by the concerned 7.1 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 + VII storied buildings at the said property situate, lying and comprised in Dag Nos. 128, 129 and 130 within Mouza Kanainatsal, J.L. No. 76, Khatian No. 34, L. R. Khatian No:617, 618, 619 and 620 P.S. Burdwan, District Burdwan.

## ARTICLE VIII - COMMENCEMENT OF DEVELOPMENT WORK

To commence the construction of the proposed building within three 8.1 months from the date of obtaining sanction Plan of the proposed buildings from the Concerned Authorities 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

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from the date of obtaining the sanction plan 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.

- That on completion of the building the Developer shall furnish not only the 8.2 Completion Certificate issued by the concerned authorities 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.
- In addition to the above, the Developer shall not be treated in breach of the 8.3 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.
- The Developer shall be authorized in the name of the Owners in so far as is 8.4 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 the New Buildings and other inputs and facilities required for the construction or for better use and enjoyment of the new building for which purpose the Owners shall execute a General Power of Attorney in favour of

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the Developer or its nominee or nominees and other authorities as shall be needed and/or required by the Developer.

8.5 All costs, charges and expenses including Khazna, Rent, Municipal taxes and Architect's fees accruing due after the execution of this Agreement shall be paid borne and discharged by the Developer and the Owners shall bear no responsibility in this context.

### ARTICLE IX - DEPOSIT

9.1 Over and above the aforesaid allocation of the Owners in the proposed buildings, the developer also simultaneously with the execution of this Agreement paid a sum of Rs. 11,00,000/= (Rupees Eleven Lac) only as and by way of refundable interest free security deposit which is to be adjusted against the sales proceed of owners share in the aforesaid project before final accounting / payment subject to deduction of any amount receivable from the Developer on account of damages for non completion of the project within time as stipulated in clause 8.1 above for any other account contained herein.

## ARTICLE X - SHARING - MARKETING

10.1 In consideration the Developer taking the entire responsibility for construction and completion of the proposed building, it has been agreed between the Owners and the Developer that in the proposed buildings/respective units (save and except 10% out of Owners' allocation) will be sold to the prospective 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:

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**OWNERS** 

: 25 % (as per their respective shares as mentioned hereinbefore)

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DEVELOPER

: 65 %

OWNERS (Retained Portion)

: 10%

- Appoint brokers and/or other selling agent for sale and/or transfer of i) the respective flats/units/apartments constructed spaces, car parking spaces of the proposed building to the prospective purchasers.
- To work out the strategy for promoting the sale of the Owners' 25% ii) out of their 35% allocation and the Developers' allocation at the ratio as aforesaid in clause no. 10.1 in the proposed building.
- To negotiate with the intending purchasers for sale and/or transfer of iii) various flats / units / apartments / commercial (if sanctioned), constructed spaces and car parking spaces of 25% out of their 35% of the Owners' and the Developers' 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 before entering into such Agreement for Sale with the prospective purchasers and 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.

Two separate accounts shall be maintained by the Developer regarding the realization of the sale proceeds of the Owners, and Developer's allocation in the proposed building. A separate account shall be maintained by the Developer for the purpose of realization

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of the brokerage, advertisement and publicity expenses out of the sale proceeds of both Owners' and the Developer's allocation in the proposed building.

- That for the purpose of calculating the net sale proceeds of 90% of v) the proposed building, the same will construe total sale proceeds minus 2% thereof towards brokerage and minus further 2% towards advertisement and publicity expenses.
- The net sale proceeds realized by selling 90% of the proposed vi) buildings, the Owners' and the Developer's allocation have been agreed to be shared between the Owners' and the Developer's in their aforesaid ratio i.e. 25:65 after deducting the charges towards brokerage and publicity expenses as aforesaid
- 10.2 The Owners covenant to join with the Developer for execution of the respective Agreements for Sale and / or.Deeds of Conveyance for Sale and transfer of the respective flats / apartments / units / and / or car Parking and other spaces in the Developers allocation as well as the 25% out of 35% of Owners allocation. The Developer will however be a confirming party to such Deeds and execute the same accordingly.
- 10.3 It is however made clear that in the proposed building the Owners shall retain 10% out of their 35% allocation in the proposed building which will be duly demarcated in a copy of the sanctioned plan with proper colour and to be counter signed by the parties hereto.

## 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

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- 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 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.
- 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 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

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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:

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

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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.

- 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.
- 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.

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- 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.11,00,000./- (Rupees Eleven Lac) 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.
- 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 acquired 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

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(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.

- 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.

## SCHEDULE 'A' AS REFERRED TO ABOVE

ALL THAT the piece and parcel of Bastu land measuring about 91.5 Satak equivalent to 55 Cottahs, 5 Chittaks and 32.4 Sq. ft., be the same a little more or less lying, situate and comprised in Dag/Plot No. 128, 129 & 130 within L.R. Khatian No. 617, 618, 619 and 620 within Mouza: Kanainutshal,

J.L. No. 76, P.S. Burdwan, District Burdwan and butted and bounded as under:

R.S. Plot No- 128, Arca - 28, December, P.S. Plot No- 129, Arca - 60'S December on P.S. Plot No - 129, Arca - 60'S December on P.S. Plot No - 130, Arca - 3 december.

ON THE NORTH : By Dag No.118 and 121

ON THE SOUTH : By G.T.Road.

ON THE EAST : By 131, 132 and 135

ON THE WEST : By Dag No.128 and 129.

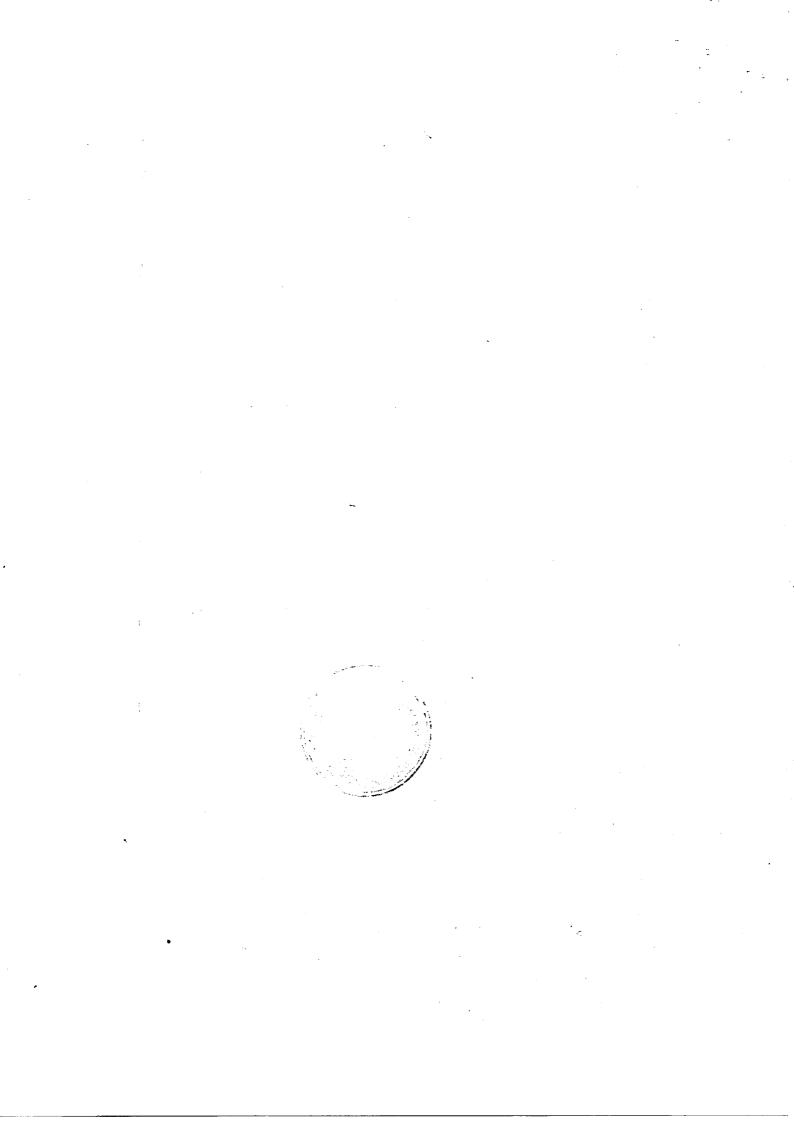
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# SCHEDULE 'B' AS REFERRED TO ABOVE (SPECIFICATION)

# 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.

### DOORS: В.

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

### WINDOWS: C.

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

### KITCHENS: D.

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.

### TOILETS: E.

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 made or Essco. Ceramic colour/designer tiles upto 6' feet height. Exhaust fan points in all toilets and fan points.

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#### 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.

#### WATER SUPPLY: H.

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

#### I. **EXTRA CHARGES:**

The Parties of the First Part have to pay the amount towards the transfermer, connection degree, Genrater and 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.

#### **EXTRA WORKS:** J.

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.

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## EXTRA COMMON FACILITIES: K.

- Main gate of the said premises and common passage. 1)
- Installation of common services viz electricity, water pipes, II) sewerage, rain water pipes.
- Water pump with motor and pump house. III)
- Reservoir on the roof. IV)
- 24 Hours supply of water from overhead tank to the respective flats. V)
- Lighting in the common space, passage, staircase, including fixture VI) and fittings.
- Common Electric meter and box. VII)
- VIII) Elevator: 4/6 passengers elevator of Adams or equivalent make.

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Pota Sadhu. Shanneila Sadhu.



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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:

Near Ramknishna Cold store Burdman 713103 P.O. snipally

2. Paroble Sings. 5/0 Late Dam. Dahun Singl. 2B, horina Cathonice Street, Kolkata: Foo 025.

Ambud to Som からかりかんいました

Pata sadhu. Shovnicia Sadhu.

(OWNERS)

SIGNED, SEALED AND DELIVERED BY THE DEVELOPER IN PRESENCE OF:

1. Plandie Svingh; 5/0 Late Plan Dahin Bingh. 20 horror Chatterjee street. Molleata: 700025.

DEEWAKAR HEIGHTS PVT. LTD.

Drafted by and Kolkota 700'017.

Typed by my office.

Parkinshme fait

Advocate

Senvellment No. WB. 750 /1962

( DEVELOPER )

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#### MEMO OF CONSIDERATION

Received a sum of Rs. 11,00,000/- ( Rupees Eleven Lac ) only from DEEWAKAR HEIGHTS PVT. LTD. being the refundable security deposit as per memo given below:

Rs. 4,62,825/-

b) By D.D. No.016709.... dated 23: 4: 2013.

Drawn on .HDF.C. BANK......, Kolkata
In favour of Sri Jagadish Kumar Sadhu

Rs. 4,05,845/-

Drawn on JEDFC BANK, Kolkata In favour of Smt. Sharmila Sadhu

Rs. 1,44,210/-

d) By D.D. No.Q.16.7.08... dated 23.4.2013.

Drawn on .HDFC. Banks....., Kolkata
In favour of Smt. Rita Sadhu

Rs. 87,120/

Rs.11.00,000/-

(Rupees Eleven Lac only)

#### Witness:

1. Deepmale Sadher

D/O Arobinda Kr. Sadher

Parbirhalk GT Road (ESH)

Near Ramkrishna coldstore

Burdwan 713103

Ao. Smpally.

Hambie Singh.

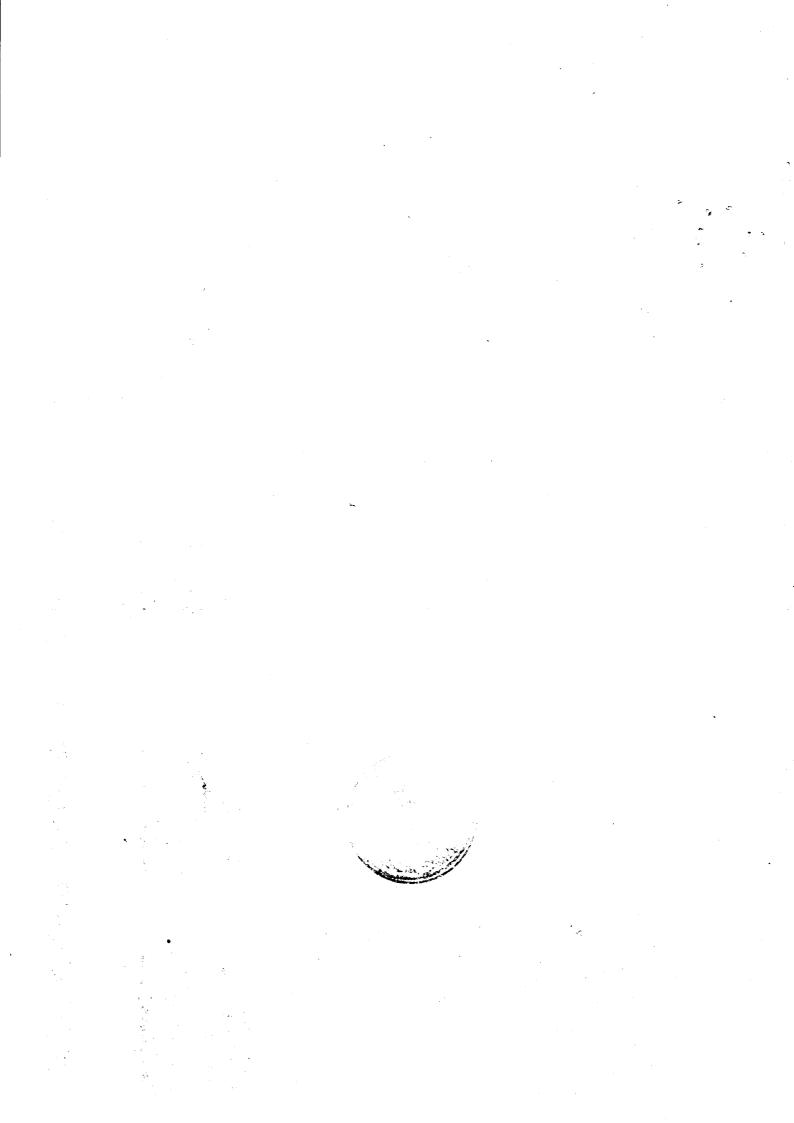
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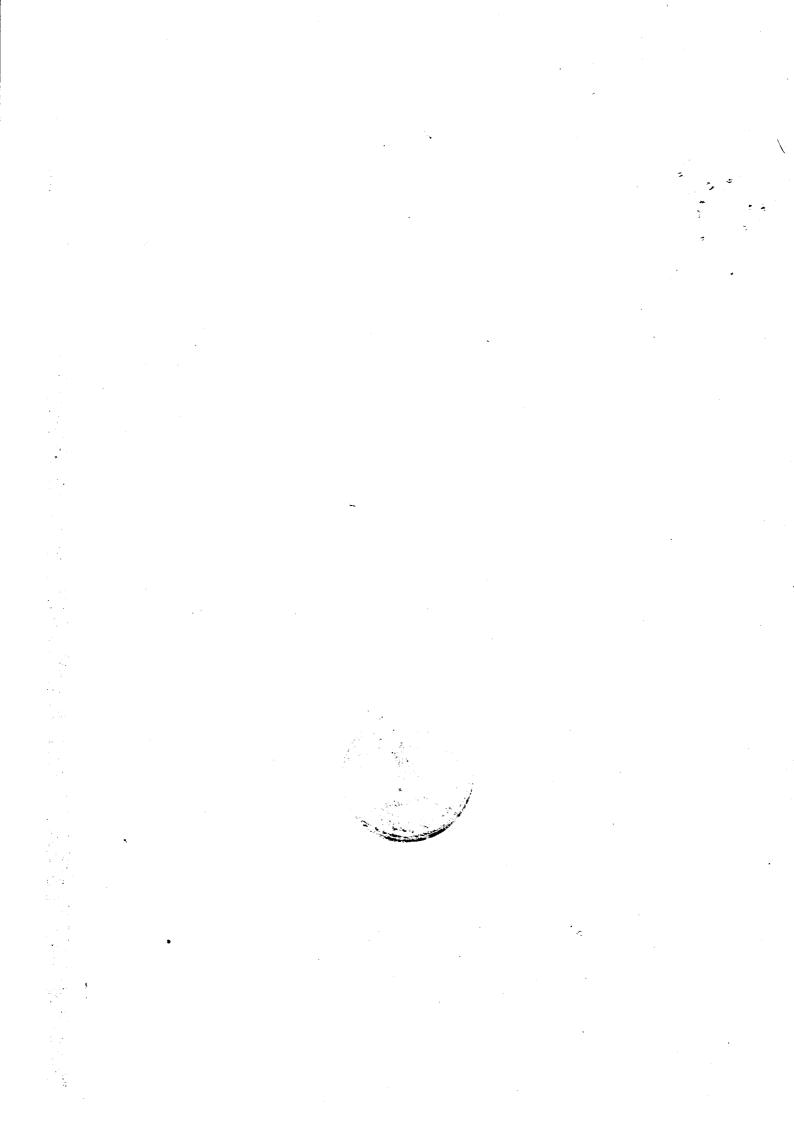
(OWNERS)

Papir



# ঃঃ হস্তাঙ্গলীর টিপাছাপ ও ফটো ঃঃ

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# ঃঃ হস্তাঙ্গলীর টিপ ছাপ ও ফটো ঃঃ

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

Endorsement For Deed Number : I - 03971 of 2013 (Serial No. 03080 of 2013 and Query No. L000005699 of 2013)

#### On 24/04/2013

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

Presented for registration at 19.10 hrs on :24/04/2013, at the Private residence by Sri Arobinda Kumar Sadhu , one of the Executants.

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

Execution is admitted on 24/04/2013 by

- 1. Sri Arobinda Kumar Sadhu, son of Late Tarapada Sadhu, Parbirhata G T Road Baranilpur East Ram Krishna Cold Storage, Thana:-Barddhaman, P.O.:-Srpally, District:-Burdwan, WEST BENGAL, India Pin:-713103, By Caste Hindu, By Profession: Others
- 2. Srri Jagadish Kumar Sadhu, son of Late Tarapada Sadhu, Parbirhata G T Road Baranilpur East Ram Krishna Cold Storage, Thana:-Barddhaman, P.O.:-Srpally, District:-Burdwan, WEST BENGAL, India, Pin:-713103, By Caste Hindu, By Profession: Others
- 3. Smt Rita Sadhu, wife of Sri Arabinda Sadhu, Parbirhata G T Road Baranilpur East Ram Krishna Cold Storage, Thana:-Barddhaman, P.O.:-Srpally, District:-Burdwan, WEST BENGAL, India, Pin:-713103 By Caste Hindu, By Profession: Others
- 4. Smt Sharmila Sadhu, wife of Sri Jagadish Kumar Sadhu, Parbirhata G T Road Baranilpur East Ram Krishna Cold Storage, Thana:-Barddhaman, P.O.:-Srpally, District:-Burdwan, WEST BENGAL, India, Pin:-713103, By Caste Hindu, By Profession: Others
- Sri Sandip Kumar Agarwal
   Directors, M/s Deewakar Heights Pvt L T D, 33a, Arabinda Sarani 1st Floor, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin:-700073.

   By Profession: Others

Identified By Ranbir Singh, son of Late Ram Dahin Singh, 2b Harish Chatterjee Street. Thana:-Kalighat, District:-Kolkata, WEST BENGAL, India, Pin :-700025, By Caste: Hindu, By Profession: Others.

( Prasanta Mukhopadhyay )
ADDITIONAL DISTRICT SUB-REGISTRAR

#### On 25/04/2013

#### **Payment of Fees:**

**Amount By Cash** 

Rs. 12096.00/-, on 25/04/2013

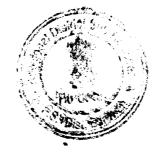
( Under Article : ,E = 7/- on 25/04/2

Burdwan A

( Prasanta Mukhopadhyay ) ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2

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

Endorsement For Deed Number : I - 03971 of 2013 (Serial No. 03080 of 2013 and Query No. L000005699 of 2013)

### Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-4,72,05,827/-

Certified that the required stamp duty of this document is Rs.- 75001 /- and the Stamp duty paid as: Impresive Rs.- 100/-

#### **Deficit stamp duty**

#### Deficit stamp duty

- 1. Rs. 10/- is paid, by the Bankers cheque number 064103, Bankers Cheque Date 18/04/2013, Bank State Bank of India, BURDWAN, received on 25/04/2013
- 2. Rs. 40000/- is paid , by the draft number 641980, Draft Date 23/04/2013, Bank : State Bank of India, INDIA EXCHANGE PL EXTN, received on 25/04/2013
- 3. Rs. 35000/- is paid , by the draft number 641981, Draft Date 23/04/2013, Bank : State Bank of India, INDIA EXCHANGE PL EXTN, received on 25/04/2013

( Prasanta Mukhopadhyay )
ADDITIONAL DISTRICT SUB-REGISTRAR

### On 15/05/2013

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 14, 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/-

( Prasanta Mukhopadhyay )
ADDITIONAL DISTRICT SUB-REGISTRAR

Burth 251 Dist. Europe

( Prasanta Mukhopadhyay ) ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 2 of 2

15/05/2013 17:45:00



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# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 15 Page from 1953 to 1996 being No 03971 for the year 2013.



(Prasanta Mukhopadhyay) 21-May-2013 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. BURDWAN West Bengal

Checked by

Transce Sup. Re

Certified to be a Frue Copy

A.D.S.R. Burdwan

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