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भारत INDIA INDIA NON JUDICIAL

drittional District Sub-Registra. Narthet, New York, North 24-Pur 1 6 AUG 2815

# OPWENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 16 th day of August, Two Thousand and Sixteen (2016) of the Christian era



(1) SRI SANJIT SADHUKHAN, PAN- BCJPS3748B, (2) SRI SHIBNATH 4 SADHUKHAN, PAN- BCJPS3749A, (3) SRI RANJIT SADHUKHAN, PAN-BWFPS0053M, all are sons of Late Jagannath Sadhukhan, by faith-





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1 6 AUG 2016

Hindu, by Nationality - Indian, by Occupation - Business all are residing at Bhatenda (East), P.O. & P.S. - Rajarhat, District- North 24 Parganas, Kolkata - 700 135 and (4) SMT. SANGITA PRASAD, wife of Sri Arjun Prasad, PAN- AFWPP1747A, by faith- Hindu, by Nationality - Indian, by Occupation - Housewife, residing at FA/55/GC, "TIRUPATI APARTMENT", Narayantala (West), Deshbandhu Nagar, P.O-Deshbandfhu Nagar, P.S. - Rajarhat at present Baguiati, District- North 24 Parganas, Kolkata - 700 059 hereinafter jointly called and referred to as the "LANDOWNERS"/"VENDORS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives, assigns and nominee or nominees) of the "FIRST PART".

#### AND

BASU CONSTRUCTION PVT. LTD., a Company within the meaning of Companies Act. 1956, PAN-AAFCB4485L, having its registered office at Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S. Rajarhat, Kolkata - 700 135, represented by its Director SRI AJIT KUMAR BASU, son of Late Lakshmi Kanta Basu, PAN-AIMPB8505H, residing at Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S. Rajarhat, Kolkata - 700 135, by faith - Hindu, by occupation - Business, by nationality - Indian, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal heirs,

successors, executors, administrators, legal representatives and assigns)
of the OTHER PART.

WHEREAS the Landowner No. 1 is the absolute, rightful and recorded owner of ALL THAT piece and parcel of Bastu land measuring about 4 Cottahs 13 Chittacks 20 Sq.ft more or less comprising land measuring 2 (two) Cottahs 13 (thirteen) Chittacks more or less in C.S Khatian No. 111/1, R.S Khatian No. 107, C.S Dag No. 503, R.S/L.R Dag No. 546 and comprising land measuring 2 (two) Cottahs 20 (twenty) Sq.ft. more or less in C.S Khatian No. 203, R.S Khatian No. 445 and C.S Dag No. 504, R.S/L.R Dag No. 542 at Mouza-Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, Pargana - Kalikata, within the jurisdiction of Rajarhat Police Station and within the local units of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas by virtue of Suf Bickroy Kobala Dalil from Smt. Anima Adhikary, alongwith others land in separate dag, dated 06.07.1992 by the strength of Registered Suf Bickroy Kobala Dalil, registered at A.D.S.R Cossipore, Dum Dum, and recorded in Book No.1, being Deed No. 6785 for the year 1992 which is morefully and particularly described in the First Schedule herein below.

AND WHEREAS while seized and possessed of the aforesaid land said Sri Sanjit Sadhukhan applied for mutation before the B.L & L.R.O, rajarhat and got L.R Khatian No. 1501 and thereafter he constructed a tiles shed structure measuring about 500 Sq.ft more or less of the said land.

AND WHEREAS the aforesaid Landowner No. 2 is the absolute, rightful and recorded owner of ALL THAT piece and parcel of Bastu land measuring about 4 Cottahs 13 Chittacks 20 Sq.ft more or less comprising land measuring 2 (two) Cottahs 07 (seven) Chittacks 27 (twenty seven) Sq.ft more or less in C.S Khatian No. 111/1, R.S Khatian No. 107, C.S Dag No. 503, R.S/L.R Dag No. 546 and comprising land measuring 2 (two) Cottahs 05 (five) Chittacks 38 (thirty eight) Sq.ft. more or less in C.S Khatian No. 203, R.S Khatian No. 445 and C.S Dag No. 504, R.S/L.R Dag No. 542 at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, Pargana - Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishqupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas by virtue of Suf Bickroy Kobala Balil from Smt. Anima Adhikary, alongwith others land in separate dag, dated 06.07.1992 by the strength of Registered Suf Bickroy Kobala Dalil, registered at A.D.S.R Cossipore, Dum Dum, and recorded in Book No.1, being Deed No. 6787 for the year 1992 which is morefully and particularly described in the Second Schedule herein below.

AND WHEREAS while seized and possessed of the aforesaid land said Sri Shibnath Sadhukhan applied for mutation before the B.L & L.R.O, rajarhat and got L.R Khatian No. 1503 and thereafter he constructed a tiles shed structure measuring about 500 Sq.ft more or less of the said land.

AND WHEREAS the aforesaid Landowner No. 3 is the absolute, rightful and recorded owner of ALL THAT piece and parcel of Bastu land measuring about 4 Cottahs 13 Chittacks 20 Sq.ft more or less comprising land measuring 2 (two) Cottahs 09 (nine) Chittacks 12 (twelve) Sq.ft more or less in C.S Khatian No. 111/1, R.S Khatian No. 107, C.S Dag No. 503, R.S/L.R Dag No. 546 and comprising land measuring 2 (two) Cottahs 04 (four) Chittacks 8 (eight) Sq.ft. more or less in C.S Khatian No. 203, R.S Khatian No. 445, and C.S Dag No. 504, R.S/L.R Dag No. 542 at Mouza-Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, Pargana - Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur na. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas by virtue of Suf Bickroy Kobala Dalil from Smt. Anima Adhikary, alongwith others land in separate dag, dated 06,07,1992 by the strength of Registered Suf Bickroy Kobala Dalil, registered at A.D.S.R Cossipore, Dum Dum, and recorded in Book No.1, being Deed No. 6785 for the year 1992 which is morefully and particularly described in the Third Schedule herein below.

AND WHEREAS while seized and possessed of the aforesaid land said Sri Ranjit Sadhukhan applied for mutation before the B.L & L.R.O, rajarhat and got L.R Khatian No. 1502 and thereafter he constructed a tiles shed structure measuring about 500 Sq.ft more or less of the said land.

AND WHEREAS the aforesaid Landowner No. 4 is the absolute and rightful owner of ALL THAT piece and parcel of Shali land measuring

about 1 Cottah 08 Chittacks more or less in C.S Khatian No. 152, R.S Khatian No. 209, Kri Khatian No. 469, C.S Dag No. 504, R.S/L.R Dag No. 542/806, at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, Pargana - Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Bidhannagar, Salt Lake City, in the District of North 24 Parganas from Sri Biman Chandra Nath, son of Late Santosh Kumar Nath by virtue of Suf Bickroy Kobala Dalil dated 10.06.1996 registered at A.D.S.R Bidhannagar, Salt Lake City and recorded in Book No.1, Volume No. 51, Pages from 107 to 114, being Deed No. 2264 for the year 1996.

AND WHEREAS by dint of the aforesaid Suf Bickroy Kobala Dalil dated 10.06.1996 said Smt. Sangita Presad, wife of Sri Arjun Prasad became the absolute owner of ALLYTHAT piece and parcel of Shali land measuring about 1 Cottah 08 Chittacks more or less in C.S Khatian No. 152, R.S Khatian No. 209, Kri Khatian No. 469, C.S Dag No. 504, R.S/L.R Dag No. 542/806, at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Bidhannagar, Salt Lake City, in the District of North 24 Parganas and while seized and possessed of the aforesaid land said Smt. Sangita Prasad, wife of Sri Arjun Prasad applied for mutation before the B.L & L.R.O, Rajarhat and got L.R Khatian No. 1112 and thereafter she paying Panchayet taxes and khajna regularly of the said land.

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AND WHEREAS by virtue of the aforesaid Smt. Sangita Prasad, wife of Sri Arjun Prasad became the absolute, rightful and recorded owner of ALL THAT piece and parcel of Shali land measuring about 1 Cottah 08 Chittacks more or less in C.S Khatian No. 152, R.S Khatian No. 209, Kri Khatian No. 469, L.R Khatian No. 1112, C.S Dag No. 504, R.S/L.R Dag No. 542/806, at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, Pargana - Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Bidhannagar, Salt Lake City at Present Rajarhat, Newtown in the District of North 24 Parganas which is morefully and particularly described in the Fourth Schedule herein below.

AND WHEREAS due to better enjoyment and advantage of possession of the Land the Landowners No.1 to 4 herein jointly amalgamated their land and intends to develop the under Schedule 16 (Sixteen) Cottahs 00 (Zero) Chittacks 15 (Fifteen) Sq.ft. more or less together with 1500 sq.ft more or less tiles shed structure of Bastu land which is more fully and particularly described in the "FIFTH SCHEDULED" hereunder, by raising construction of Multistoried Building in accordance with the Building Sanctioned Plan but due to lack of experience they could not proceed further and finding no other alternative but to decide to appoint DEVELOPER/ PROMOTER who will be able to undertake the aforesaid job. The Landowners have expressed their desire to construct a Multistoried building upon the Schedule land which is free from all sorts of encumbrances, liens, charges, lispendents, attachments to the Developer herein at the Developer's costs and expenses and under some

multual terms and conditions subject to the sanction of the building plan by the concerned appropriate authority. The mutual terms and conditions one as mentioned below. The Developer accepted the proposal of the Landowners for construction of the said Multistoried building at Developer's own costs and expenses in accordance with the sanctioned building plan.

NOW THIS AGREEMENT WITNESSES and it is hereby agreed by and between the parties as follows:-

- <u>DEFINITION</u>: Unless there is anything repugnant to the subject or context.
- SADHUKHAN, (2) SRI SHIBNATH SADHUKHAN (3) SRI RANJIT SADHUKHAN, all are sons of Late again of Sadhukhan and (4) SMT. SANGITA PRASAD, wife of Sri Arlin Prasad and their legal heirs, executors, administrators and assigns and legal representatives.
- (b) <u>LAND</u>: Shall mean which is morefully and particularly mentioned and described in the Fifth Schedule hereunder written.
- (c) AMALGAMATED LAND/ AMALGAMATED PROPERTY: shall mean the said land/or the said property with other surrounding or adjacent land or lands and/or properties already acquired and/or so many be acquired by the developer and amalgamated and/or adjoined with said land and/or said property by the Developer in future.
- (d) **BUILDING**: shall mean a Multistoried building or buildings as shall be constructed in finished and habitable condition by the Developer

confirming to the Sanctioned Plan or Revised Plan to be prepared, submitted only by the Developer and Sanctioned by the Competent Authority and the said land described in the Fifth Schedule hereunder only and/or the said amalgamated land as stated herein above.

- (e) <u>PREMISES/AMALGAMATED PREMISES</u>: shall mean the official identity of the collective from or the said amalgamated land with one or more building collectively.
- (f) <u>DEVELOPER/PROMOTER</u>: Shall mean BASU CONSTRUCTION PVT.

  LTD., a Company within the meaning of Companies Act. 1956, having its registered office at Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S. Rajarhat, Kolkata 700 135, represented by its Director SRI AJIT KUMAR BASU, son of Late Lakshmi Kanta Basu, residing at Bhatenda East, Rajarhat Station, Chow-mahta, P.O. & P.S. Rajarhat, Kolkata 700 135, by faith Hindu, by occupation Business, by nationality Indian and include its heirs, executors, administrative, legal representatives, successors, successors-in-interest and assigns.
- (g). LAND OWNERS ALLOCATION: (1) SRI SANJIT SADHUKHAN, (2) SRI SHIBNATH SADHUKHAN, (3) SRI RANJIT SADHUKHAN, all are sons of Late Jagannath Sadhukhan and (4) SMT. SANGITA PRASAD, wife of Sri Arjun Prasad the Landowners herein of the land shall be entitled to get more fully and particularly mentioned in the SIXTH SCHEDULED of this agreement.
- (h) <u>DEVELOPER'S ALLOCATION</u>: Developer's allocation shall always mean the rests/remaining portion of the flats/shops/garages/godown etc.

with and or all other portion of the building of the said premises as per constructed area alongwith undivided proportionate interest or share in the land and the common areas and facilities of the building and premises after handing over the owner's allocation to the Landowners as morefully and particularly mentioned in the **SEVENTH SCHEDULED** of this agreement.

- (i) COVERED AREA: Covered area shall mean the built-up area measuring at floor level of any unit taking the external dimensions of the unit including the built-up area of proportionate area of the lift, stair and stair case landing duct and lobbies thereto (said walls means full outer wall and 50% of inner wall) and the proportionate share of common areas comprising the building.
- (j) TOTAL SUPER BUILT AREA: Total Super Built Area mean and include the covered area of the ats/units/shops/covered spaces with proportionate share of staircase to be measured on covered area plus proportionate share of stair, staircase, lobby, landing and meter space of the said building plus 20% super built-up area.
- (k) <u>COMMON AREAS AND FACILITIES</u>: Common areas and facilities including the land on which the building is located and all easement rights, appurtenances belonging to the land and the building the foundation, columns, supports, main walls, roof or terrace, stairs case, way and entrance and exist of the building, installation of the common services, such as power light, water, severs, tanks, pump, motor, lift with lift cases and in general all apparatus and installations existing for common use, all other parts of the property necessary or convenient to its

existence maintenance and safety or normally in common use from time to time.

- COMMON EXPENSES: Common expenses means expenses of administration, maintenance, repair or replacement of the common area and facilities.
  - (m) <u>COMMON PURPOSE</u>: Common purpose shall mean and include the purpose of managing maintaining up keeping, administrating and security of the building and the particulars the common areas installations and facilities rendering of common services in common to the unit purchasers/holders collection and this disbursement of the common expenses and dealing with the matters in all of common interest of the occupants of the building;
    - (n) PLANS: Plan shall mean the plans of the said Building to be sanctioned and approved by the Competent Authority and also wherever the context permits, including such plans, drawings, designs, elevations and specifications as are prepared by the Architect, including variations/modifications therein, if any;
      - (o) <u>PROJECT</u>: shall mean the work of Development undertaken to be done by the Developer in pursuance hereof, till the Development of the premises be completed and possession of the completed units in habitable condition is taken over by the unit Owner;
        - (p) PROPORTIONATE: shall mean with all its cognate variations shall mean such ratio the super built up area of all the units in the said building;

- \*\*Court of jurisdiction over the property shall have jurisdiction to enter by try all actions, suits, proceedings arising out of this agreement shall be at Barasat, North 24 Parganas.
- 38. However if any disputes and differences between the parties arises out of the meaning, construction or their respective rights and liabilities as per this agreement shall be adjudicated by reference to the arbitration of two independent Arbitrators, one to be appointed by each of the parties, who shall act as joint Arbitrators, and they shall jointly appoint an Umpire. All Arbitrators will act in terms of The Arbitration and Conciliation Act 1996.

## FIRST SCHEDULE OF PROPERTY ABOVE REFERRED TO (Purchased land of Sri Sanjit Sadhukhan)

ALL THAT piece and parcel of Bastu land measuring about 4 Cottahs 13
Chittacks 20 Sq.ft more or less together with 500 Sq.ft tiles shed
structure comprising land measuring 2 (two) Cottahs 13 (thirteen)
Chittacks more or less in C.S Khatian No. 111/1, R.S Khatian No. 107,
L.R Khatian No. 1501, C.S Dag No. 503, R.S/L.R Dag No. 546 and
comprising land measuring 2 (two) Cottahs 20 (twenty) Sq.ft. more or less
in C.S Khatian No. 203, R.S Khatian No. 445, L.R Khatian No. 1501 and
C.S Dag No. 504, R.S/L.R Dag No. 542 at Mouza- Bhatenda, J.L No. 28,
R.S. No. 50, Touzi No. 2998, Pargana - Kalikata, within the jurisdiction of
Rajarhat Police Station and within the local limits of Rajarhat Bishnupur
no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the

strict of North 24 Parganas. The said land butted and bounded as follows:-

ON THE NORTH : R.S/L.R Dag No. 543

ON THE SOUTH: Part of R.S/L.R Dag No. 549 & 547

ON THE EAST : Land of Shibnath Sadhukhan

ON THE WEST : Land of Ranjit Sadhukhan

#### SECOND SCHEDULE OF PROPERTY ABOVE REFERRED TO (Purchased land of Sri Shibnath Sadhukhan)

ALL THAT piece and parcel of Bastu land measuring about 4 Cottahs 13 Chittacks 20 Sq.ft more or less comprising land measuring 2 (two) Cottahs 07 (seven) Chittacks 27 (twenty seven) Sq.ft more or less in C.S Khatian No. 111/1, R.S Khatian No. 107, L.R Khatian No. 1503, C.S Dag No. 503, R.S/L.R Dag No. 546 and comprising land measuring 2 (two) Cottahs 05 (five) Chittacks 38 (thirty eight) Sq.ft. more or less in C.S Khatian No. 203, R.S Khatian No. 445, L.R Khatian No. 1503 and C.S Dag No. 504, R.S/L.R Dag No. 542 at Mouza-Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas. The said land butted and bounded as follows:-

ON THE NORTH : R.S/L.R Dag No. 543

ON THE SOUTH: Part of R.S/L.R Dag No. 549 & 547

ON THE EAST : Land of Smt. Sangita Prosad

ON THE WEST : Land of Sanjit Sadhukhan

#### THIRD SCHEDULE OF PROPERTY ABOVE REFERRED TO (Purchased land of Sri Ranjit Sadhukhan)

ALL THAT piece and parcel of Bastu land measuring about 4 Cottahs 13 Chittacks 20 Sq.ft more or less comprising land measuring 2 (two) Cottahs 09 (nine) Chittacks 12 (twelve) Sq.ft more or less in C.S Khatian No. 111/1, R.S Khatian No. 107, L.R Khatian No. 1502, C.S Dag No. 503, R.S/L.R Dag No. 546 and comprising land measuring 2 (two) Cottahs 04 (four) Chittacks 8 (eight) Sq.ft. more or less in C.S Khatian No. 203, R.S Khatian No. 445, L.R Khatian No. 1502 and C.S Dag No. 504, R.S/L.R Dag No. 542 at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, Pargana – Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas. The said land butted and bounded as follows:-

ON THE NORTH : R.S/L.R Dag No. 543

ON THE SOUTH: Part of R.S/L.R Dag No. 549 & 547

ON THE EAST : Land of Sanjit Sadhukhan

ON THE WEST : R.S/L.R Dag No. 545

#### FOURTH SCHEDULE OF PROPERTY ABOVE REFERRED TO (Purchased land of Smt. Sangita Prasad)

ALL THAT piece and parcel of Shali land measuring about 1 Cottah 08 Chittacks more or less in C.S Khatian No. 152, R.S Khatian No. 209, Kri Khatian No. 469, L.R Khatian No. 1112, C.S Dag No. 504, R.S/L.R Dag No. 542/806, at Mouza- Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, Pargana - Kalikata, within the jurisdiction of Rajarhat Police

Panchayet, A.D.S.R office at Bidhannagar, Salt Lake City at Present Rajarhat, Newtown in the District of North 24 Parganas. The said land butted and bounded as follows:-

ON THE NORTH : Plot No. E

ON THE SOUTH : Land of Hal Dag No. 806

ON THE EAST : 12 ft. wide common passage

ON THE WEST : Land of Hal Dag No. 546

## FIFTH SCHEDULE OF PROPERTY ABOVE REFERRED TO (Amalgamated Land)

ALL THAT piece and parcel of Bastu land measuring about 16 (Sixteen) Cottahs 00 (Zero) Chittacks 15 (Fifteen) Sq.ft more or less together with 1500 Sq.ft more or less tiles shed structure comprising land measuring 7 (seven) Cottahs 13 (thirteen) Chittacks 39 (thirty nine) Sq.ft more or less in C.S Khatian No. 111/1, R.S Khatian No. 107, L.R Khatian No. 1501, 1502 and 1503, C.S Dag No. 503, R.S/L.R Dag No. 546, comprising land measuring 6 (six) Cottahs 10 (ten) Chittacks 21 (twenty one) Sq.ft. more or less in C.S Khatian No. 203, R.S Khatian No. 445, L.R Khatian No. 1501, 1502 and 1503 and C.S Dag No. 504, R.S/L.R Dag No. 542 and comprising land measuring 1(One) Cottah 08 (Eight) Chittacks more or less in C.S Khatian No. 152, R.S Khatian No. 209, L.R Khatian No. 1112 and C.S Dag No. 504, R.S/L.R Dag No. 542/806 at Mouza-Bhatenda, J.L No. 28, R.S. No. 50, Touzi No. 2998, Pargana - Kalikata, within the jurisdiction of Rajarhat Police Station and within the local limits of

Rajarhat Bishnupur no. 1 Gram Panchayet, A.D.S.R office at Rajarhat, Newtown, in the District of North 24 Parganas. The said land butted and bounded as follows:-

ON THE NORTH: R.S & L.R Dag No. 543

ON THE SOUTH : R.S & L.R Dag No. 549 & 547

ON THE EAST : 12 ft. wide common passage

ON THE WEST : R.S & L.R Dag No. 545

### SIXTH SCHEDULE OF THE PROPERTY ABOVE REFERRED TO LAND OWNER'S ALLOCATION

- SRI (2) SADHUKHAN, SANJIT SRI 1) SADHUKHAN and (3) SRI RANJIT SADHUKHAN, the Landowners herein shall be entitled to get 39% (thirty nine percent) share of construction area of their above Fifth Schedule of Land of the proposed Multistoried building together with undivided and impartible proportionate share, interest including the facilities of enjoyment the right of all common facilities and common area of the building which is morefully and particularly mentioned in the Fifth Schedule hereunder and also entitled to get a sum of Rs.12,00,000/-(Rupees Twelve Lacs) only as Refundable/Adjustable money from the Developer. The said adjustable money will get in the following manners:
  - a) Will get Rs. 3,00,000/- (Rupees Three Lacs) only at the time of execution of this Development Agreement and Development Power of Attorney.

- b) Will get Rs. 4,50,000/- (Rupees Four Lacs Fifty Thousand) only within Three months from the date of registration of Development Agreement and Development Power of Attorney.
- c) Will get Rs. 4,50,000/- (Rupees Four Lacs Fifty Thousand) only at the time of first floor roof casting.
- ii) SMT. SANGITA PRASAD, the Landowner No. 4 herein shall be entitled to get 1 (one) Two bed Room Flat measuring about 700 Sq.ft including 20% Super built up area of her above Fourth Schedule of Land of the proposed Multistoried building together with undivided and impartible proportionate share, interest including the facilities of enjoyment the right of all common facilities and common area of the building which is morefully and particularly mentioned in the Fifth Schedule hereunder and also entitled to get a sum of Rs.5,00,000/-(Rupees Five Lacs) only as Non-Refundable/forfeit money from the Developer. The said Non-Refundable/forfeit will get in the following manners:
  - d) Will get Rs. 1,00,000/- (Rupees One Lacs) only at the time of execution of this Development Agreement and Development Power of Attorney.
  - e) Will get Rs.1,00,000/- (Rupees One Lacs) only after getting Sanction Plan.
  - f) Will get Rs.1,00,000/- (Rupees One Lacs) only after completion of Ground floor roof casting.
  - g) Will get Rs.1,00,000/- (Rupees One Lacs) only after completion of First floor roof casting.

 h) Will get Rs.1,00,000/- (Rupees One Lacs) only at the time taking possession of the Flat.

#### SEVENTH SCHEDULE OF THE PROPERTY ABOVE REFERRED TO DEVELOPER ALLOCATION

- i) The Developer shall be entitled to get rest/remaining portion of the building after giving Landowners allocation in the said Multistoried building and the said land fully described in the Fifth Schedule TOGETHER WITH undivided proportionate share in the land and common area and facilities save and except the Land owner's allocation as mentioned in the Sixth Schedule above referred to upto construction of Multistoried building.
- ii) The Developer will get all the materials of the said old structure after demolition of the said building, all trees of the above Fifth Schedule Land.

#### EIGHTH SCHEDULE ABOVE REFERRED TO (SPECIFICATION)

1. No of the flats

Not Yet Settled

2. No. of floors

(G+IV) storied.

3. General

: The building shall be RCC framed

structure as per design of our

Architect.

4. Brick work

a) all external brick work will be generally 8" inches thick with No.1 good quality brick in Cement and

morter (1:6).

egistration under section 60 and Rule 69.

nber 1523-2016, Page from 270808 to 270864 52308856 for the year 2016.



Digitally signed by PANCHALI MUNSHI Date: 2016.08.19 13:54:36 +05:30 Reason: Digital Signing of Deed.

(Panchali Munshi) 19-08-2016 13:54:33 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT West Bengal.



(This document is digitally signed.)