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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

D 293914

2-830267/17

Sambhu m. Roy @ Sambhu Roy

Rina Roy
on behalf of minor Susmita
Roy as her natural guardian
mother as well as on behalf
of my self

Rina Roy

Anamika Roy (Banik)

DISA ENTERPRISE

Gourang Saha Mandal
Partner

DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into this 22nd day of June 2017

By and Between

- SRI SAMBHU KUMAR ROY** alias **SHAMBHU ROY**, S/O- Late Gauranga Kumar Roy, PAN- AKHPR8365G,
- SMT. RINA ROY**, W/O- Late Arun Kumar Roy, PAN- AUJPR1040C,
- MRS. ANAMIKA ROY (BANIK)**, D/O- Late Arun Kumar Roy, W/O- Sri Subhadip Banik, PAN- BFYPR8649E,
- MINOR SUSMITA ROY**, D/O- Late Arun Kumar Roy, represented by her natural guardian mother Smt. Rina Roy, who

6075 21/6/2017
Sambhu KR Roy @ Sambhu Roy
Chatempur
5200 JUN 2017
22/6/17

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Additional District Sub-Registrar
N. S. V. S. N.

Sambhu Mr. Roy @ Sambhu Roy

Prina Roy

on behalf of minor Susmita Roy as her natural guardian mother as well as on behalf of myself.

Prina Roy

Anamika Roy (Banik)

DISA ENTERPRISE

Gouranga Sunder Mondal

Partner

has been granted permission by the Hon'ble District Judge of Burdwan vide his order no. 50 dt.22.06.2015 passed in Miscellaneous Case No.57/2010 to deal with the property of the **Minor Susmita Roy** regarding selling, transferring or any manner, whatsoever, she may deem fit and proper for the welfare and benefit of the Minor Susmita Roy, all are residing at Chotonilpur, P.O.-Sripally, P.S- Burdwan Sadar, Dist.- Purba Bardhaman, Pin- 713103, hereinafter referred to and called for the sake of brevity as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

AND

DISA ENTERPRISE, a Partnership Firm having its office at Baronilpur Road , Near Zila Sainik Bhawan, P.S.- Sripally, P.S- Burdwan Sadar, Dist.- Purba Bardhaman, Pin-713103, represented either by its partner namely **SRI GOURANGA SUNDAR MONDAL**, S/O- Late Sanat Kumar Mondal, **PAN-AKNPM2314G**, by nationality - Indian, by occupation- Business, residing at Baronilpur Road, Near Zila Sainik Bhawan, P.O.- Sripally, P.S- Burdwan Sadar, Dist.- Purba Bardhaman, Pin-713103, **alone or Jointly** by its other two partners namely **SMT. SANJANA MONDAL**, W/O- Sri

Sanjana

Sambhu m. Roy @ Sambhu Roy

Rina Roy
on behalf of minor Susmita
Roy as her natural guardian
mother as well as on behalf
of my self.

Rina Roy

Anamika Roy (Banik)

DISA ENTERPRISE

Gouranga Sunder Mondal
Partner

Gouranga Sundar Mondal, **PAN-BVXPM2890M**, by nationality - Indian, by occupation- Business, resident of Baronilpur Road, Near Zila Sainik Bhawan, P.O.- Sripally, P.S- Burdwan Sadar, Dist.- Purba Bardhaman, PIN- 713103, and **ALOKE BHATTACHARJEE**, S/O- Late Chandi Charan Bhattacharjee, **PAN- AMXPB0950F**, by nationality - Indian, by occupation- Business, residing at Boronilpur, Purbapally, P.O-Sripally, P.S- Burdwan Sadar, Dist- Purba Bardhaman, Pin-713103, hereinafter referred to and called for the sake of brevity as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS the property measuring an area of 66 decimals in the R.S. Plot No. 794 corresponding to L.R. Plot No. 1686, comprised in R.S. Khatian No. 613 situated at Mouja- Balidanga, J.L.No. 35 under P.S. & Dist. Burdwan within the area of Burdwan Municipality, originally belonged to Peyari Mohan Mukhopadhyay and Kishori Mohan Mukhopadhyay both were sons of late Sarashi Mohan Mukhopadhyay.

AND WHEREAS said Peyari Mohan Mukhopadhyay and Kishori Mohan Mukhopadhyay while during their ownership and possession of the land having an area of 66 decimals in the R.S. Plot No. 794 corresponding to L.R. Plot No. 1686, comprised in R.S. Khatian No. 613 situated at Mouza- Balidanga, J.L. No. 35, under P.S. & Dist. Burdwan within the area of



Sambhu Mr. Roy @ Sambhu Roy

Rina Roy
on behalf of minor Susmita
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Rina Roy

Anamika Roy (Banik)

DISCLAIMER
Gouranga Kumar Roy
Partner

Burdwan Municipality transferred the same in favour of Dr. Sripada Ranjan Sen by a registered deed of sale deed no. 6099 for the year 1963 registered at the office of District Sub-Register on 13.08.1963.

AND WHEREAS said Dr. Sripada Ranjan Sen during his ownership and possession upon the entire land having an area of 66 decimals in the R.S. Plot No.- 794 corresponding to L.R. Plot No. -1686, comprised in R.S. Khatian No.- 613 situated at Mouza- Baliganda, J.L.No.- 35, under P.S. & Dist. Burdwan within the area of Burdwan Municipality, said Dr.Sripada Ranjan Sen out of 66 decimals of land transferred 16.5 cents/decimals in favour of Sri Gouranga Kumar Ray vide registered deed of sale being no. I-956 for the year 1980, 16.5 cents/decimals in favour of Sri Arun Kumar Roy vide registered deed of sale being no. I-957 for the year 1980, 16.5 cents/decimals in favour of Smt. Tarangini Roy vide registered deed of sale being no. I-958 for the 1980 and 16.5 cents/decimals in favour of Sri Shambhu Kumar Roy vide registered deed of sale being no. I-959 for the year 1980 respectively. Consequently, said Gouranga Kumar Roy, Sri Arun Kumar Roy, Smt. Tarangini Roy and Sri Shambhu Kumar Roy became the joint-owners of the land having an area of 66 decimals in the R.S. Plot No. 794 corresponding to L.R. plot No. -1686, comprising in R.S. Khatina No. 613 situated at Mouza- Balidanga, J.L. No. 35 under P.S. & Dist. Burdwan within the area of Burdwan Municipality each having $\frac{1}{4}$ shares.

AND WHEREAS during his ownership and possession upon 16.5 decimals of land, out of the entire land having an area of 66 decimals in the R.S. Plot No.- 794 corresponding to L.R. Plot No.- 1686, comprised in R.S. Khatian No. 613 situated at Mouza- Balidanga, J.L. No. 35, under P.S. & Dist.



Shambhu Mr. Roy @ Sambhu Roy

Prina Roy

on behalf of minor Susmita Roy as her natural guardian mother as well as on behalf of my self.

Prina Roy

Anamika Roy (Banik)

Gouranga Selen Mondal

Burdwan within the area of Burdwan Municipality, Mr. Gouranga Kumar Roy transferred 11.5 decimals of land in favour of different persons by dint of deed of sales and transferred the remaining 5 decimals of land in favour of his two sons namely Sri Arun Kumar Roy and Sri Shambhu Kumar Roy by a registered deed of gift being no. 7115 of 2003. Accordingly, Sri Arun Kumar Roy and Shambhu Kumar Roy jointly became the owner of $(16.5+16.5+05)= 38$ decimals of land.

AND WHEREAS during her ownership and possession upon 16.5 cents/decimals of land, out of the entire land having an area of 66 decimals in the R.S. Plot No.-794 corresponding to L.R. Plot NO. -1686, comprised in R.S. Khatian No.- 613 situated at Mouza- Baliganda, J.L.No. -35, under P.S. & Dist. Burdwan within the area of Burdwan Municipality, said Smt. Tarangini Roy died on 29.04.2002 leaving behind her husband Gouranga Kumar Roy, her two sons Sri Arun Kumar Roy and Sri Shambhu Kumar Roy and her two daughters namely Rekha Mondal (Roy) and Shikha Bhomik (Roy) as her only legal heirs and successors. Consequently, said Gouranga Kumar Roy, Arun Kumar Roy, Shambhu Kumar Roy, Rekha Mondal (Roy) and Shikha Bhomik (Roy) became the joint owners of 16.5 cents/decimals of land, left behind by Smt. Tarangini Roy, each having $1/5^{\text{th}}$ shares therein.

AND WHEREAS during their ownership and possession the said Gouranga Kumar Roy, Rekha Mondal (Roy) and Shikha Bhomik (Roy) transferred their $3/5^{\text{th}}$ shares or 9.9 decimals of land, acquired by them as legal heirs of deceased Smt. Tarangini Roy, in favour of Sri Arun Kumar Roy and Sri Shambhu Kumar Roy by a register deed of gift being no. I-4539 for the year



Shambhu K. Roy @ Shambhu Roy

Rina Roy

on behalf of minor Susmita Roy as her natural guardian mother as well as on behalf of my self

Rina Roy

Anamika Roy (Banik)

DISA ENTERPRISE

George Sahu Mandal
Partner

2009 executed on 16.05.2008, presented for registration on 16.05.2008, registration completed on 11.06.2009. Accordingly, said Shambhu Kumar Roy and Arun Kumar Roy became the owner of the entire $(16.5+16.5+05+16.5) = 54.5$ decimals of land, more fully described in the first schedule herein below.

AND WHEREAS after mutating his names in the L.R. R.O.R. as well as in the Municipal records, during his ownership and possession in ejmal with Sri Shambhu Kumar Roy, more fully described in the first schedule herein below, unfortunately Mr. Arun Kumar Roy died on 28.06.2009 leaving behind his wife Smt. Rina Roy, Mrs. Anamika Roy (Banik) and Minor Susmita Roy as his legal heirs and successors. Consequently, Smt. Rina Roy, Anamika Roy and Minor Susmita Roy jointly became owners and possessors of the undefined and un demarcated more or less 27.25 decimals of land, out of the total land of 54.5 decimals or 33 Cottah, more fully described in the first schedule herein below. Accordingly, Sri Shambhu Kumar Roy and Smt. Rina Roy, Mrs. Anamika Roy (Banik) and Minor Susmita Roy have become the joint owners of the land, more fully described in the first schedule here in below.

AND WHEREAS during ownership and possession of the land, more fully described in the first schedule herein below, in ejmal, after mutating their names in the present L.R. R.O.R. as well as Municipal Records of Burdwan Municipality, said Shambhu Kumar Roy, Rina Roy, Anamika Roy decided to develop the land for potential use and financial benefit by constructing multi-stored residential complex, consisted of several flats and car-parking space thereon.



Sambhu K. Roy @ Sambhu Roy

Rina Roy
on behalf of minor Susmita
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mother as well as on behalf
of my self.

Rina Roy

Anamika Roy (Banik)

DISA ENTERPRISE

Gourya Saha Mukherjee

Partner

AND WHEREAS, thereafter, the first party no. 2 herein namely Smt. Rina Roy, who is the mother of first party no. 3 herein namely Anamika Roy as well as first party no. 4 namely Minor Susmita Roy, has filed an application under the Guardians and Wards Act (**Act VIII of 1890**) for her appointment as guardian in respect of the person and property in particular for her undivided 1/6th share, on the land, more fully described in the First schedule herein below, of the Minor Susmita Roy before the Hon'ble District Judge, Burdwan and the same had been registered as Miscellaneous Case No. 57/2010.

AND WHEREAS, the Hon'ble District Judge, Burdwan vide order no. 33 dated 10.05.2013 pleased to pass an order thereby directing Smt. Rina Roy to deposit the amount of the share of the Minor Susmita Roy in the sale proceed with any Nationalized Bank in any fix deposit scheme and submit the certificate before the Hon'ble Court for perusal and passing necessary order of permission of sale of the share of the Minor Susmita Roy, in the land, described in the first schedule herein below.

AND WHEREAS, thereafter, the first party no. 2 namely Smt. Rina Roy complied with the Order no. 33 dated 10.05.2013 passed by the Hon'ble Dist. Judge, Burdwan in Miscellaneous Case No. 57/2010, for the welfare and benefit of the said minor and the Hon'ble District Judge of Burdwan Vide his order no. 50 dt.22.06.2015 passed in Miscellaneous Case No. 57/2010 granted permission to the First Party no.2 namely Smt. Rina Roy to deal with the property of the Minor Susmita Roy regarding selling,

Sambhu K. Roy @ Sambhu Roy

Prina Roy
on behalf of minor Susmita
Roy as her natural guardian
mother as well as on behalf
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George Saha Mukherjee
Partner

transferring or any manner, whatsoever, she may deem fit and proper for the welfare and benefit of the Minor Susmita Roy.

AND WHEREAS thereafter, for a considerable period of time the Owners have been thinking of developing the said property in such manner as may yield them greater advantage together with providing flats and parking spaces for intending dwellers for their residential requirement but for paucity of funds could not materialize the same.

AND WHEREAS coming to know of the intention of the parties of the First Part the Developer/Promoter **DISA ENTERPRISE**, a Partnership Firm having its office at Baronilpur Road, Near Zila Sainik Bhawan, P.S.-Sripally, P.S.& Dist.- Burdwan, Pin-713103, approached before the owners with an offer to develop the said land at its costs and expenses and in such a manner as to serve the purpose of the owners in terms of their requirements and desire.

AND WHEREAS the Developer/ Promoter has been informed about the acceptance of the proposal of developing the said land by constructing multi-stored residential complex, under the name & style "**DISA GOURTIRTHA ABASON**", consisted of several self contained ownership flats and car-parking spaces together with other common facilities on the said land measuring about more or less 54.5 decimals or 33 cottahs or 23781 Sq. ft. at Mouza -Balidanga within the local limits of Burdwan Municipality, under ward no.-14, Holding No.-38, Chotonilpur West Para Mahalla.

Sambhu Mr. Roy @ Sambhu Roy
Prina Roy
on behalf of minor Susmita
Roy as her natural guardian
mother as well as on behalf
of my self.

Prina Roy

Anamika Roy (Banik)

George Sela Mandal

AND WHEREAS the owners have proposed the Developer/ Promoter herein to undertake the said development work and the Developer/ Promoter herein upon making inspection and search has been satisfied fully as to the marketable title of the said land and the Developer/ Promoter has agreed with the proposal of the Owners.

AND WHEREAS the parties, are desirous of recording the said terms, conditions and stipulations in writing such as to avoid future complication and eventually entering into this AGREEMENT.

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

ARTICLE- I DEFINATIONS

In these presents unless there is something in the subject or context inconsistent with:-

- I. LAND: shall mean a 'BASTU' Land measuring about more or less 54.5 decimals or 33 cottahs or 23, 781 Sq. ft. at Mouza- Baidanga, J.L. No. -35, comprised in R.S. Khatian No- 613 and L.R. Khantian No. -2055, 5842, 5843 and 5844, R.S. Plot No.-794 corresponding to L.R. Plot No. -1686, within the local limits of Burdwan Municipality, under ward no-14, Holding No. -38, Chotonilpur, West Para mahalla and thereupon the parties proposed to erect the said multi-storied building.
- II. BUILDING: shall mean the proposed multi-stored residential complex, under the name & style "**DISA GOURTIRTHA ABASON**", consisting of several self contained ownership flats and car-parking spaces together with other common facilities and other structures which the parties hereto have

Shambhu Mr. Roy @ Sambhu Roy

Rina Roy

on behalf of minor Susmita Roy as her natural guardian mother as well as on behalf of my self.

Rina Roy

Anamika Roy (Banik)

Gouranga Sunda Mondal

- proposed to be erected in or upon the said land according to the building plan to be sanctioned by the Municipal Authority of Burdwan.
- III. SANCTIONED PLAN: shall mean the plant for the construction of the new building and other constructions as may be sanctioned by Burdwan Municipal Authority and shall include such modification or alternation as may be made by the developer/promoter from time to time subject to the approval of the Burdwan Municipal Authority.
- IV. THE OWNERS shall mean (1) SRI SHAMBHU KUMAR ROY alias SHAMBHU ROY, (2) SMT. RINA ROY, (3) MRS. ANAMIKA ROY (BANIK) (4) MINOR SUSMITA ROY, represented by her natural guardian mother Rina Roy, who has been granted perMrs.ion by the Hon'ble District Judge of Burdwan vide his order no. 50 dt.22. 06.2015 passed in Miscellaneous Case No. 57/2010 to deal with the property of the Minor Susmita Roy regarding selling, transferring or any manner, whatsoever, she may deem fit and proper for the welfare and benefit of the Minor Susmita Roy and their heirs, executors, administrators, legal representatives and or assign.
- V. THE DEVELOPER/PROMOTER/SECOND PART: shall mean **DISA ENTERPRISE**, a Partnership firm having its office at Baronilpur Road, Near Zila Sainik Bhawan, P.S.- Sripally, P.S.& Dist.- Burdwan, Pin-713103, represented by its partners namely 1. SRI GOURANGA SUNDAR MONDAL, 2. SMT. SANJANA MONDAL, 3. ALOKE BHATTACHARJEE.
- VI. COMMON AREA AND FACILITIES: shall include the common area and facilities of the building for the use of Owners/ Developer and all occupiers of flats and space of the building in the Schedule hereunder written.
- VII. **OWNERS' ALLOCATION SHALL MEAN:-** 41% (forty one)percent of the total built up area in respect of the 1st, 2nd& 3rd floor and 30% (Thirty) percent of the total built up area in respect of the 4th floor & above, to be sanctioned

Sambhu K. Roy @ Sambhu Roy
Rina Roy
on behalf of minor Susmita
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Rina Roy

Anamika Roy (Banik)

DISA ENTERPRISE

George Suman Mehta
Partner

by the Burdwan Municipal Authority as well as 37% (Thirty Seven percent) of car parking spaces in each block at the proposed multi-stored residential complex to be constructed under the name & style "DISA GOURTIRTHA ABASON", consisted of several blocks containing self contained ownership flats and car-parking spaces TOGETHER WITH proportionate undivided impartible share and/or interest of the Land and right upon common areas and facilities in the proposed multi-stored residential complex. That the owner SRI SHAMBHU KUMAR ROY alias SHAMBHU ROY solely shall be allocated the flats, more fully mentioned in the Table No. A of the Second Schedule hereunder, which are also depicted in Green Colour and marked with the words 'S.AREA' in the map annexed with this agreement, towards adjusted of his respective allocations. Similarly, the owners namely SMT. RINA ROY, MRS. ANAMIKA ROY (BANIK) and MINOR SUSMITA ROY jointly shall be allocated the flats, more fully mentioned in the Table No. B of the Second Schedule hereunder, which are also depicted in Blue Colour and marked with the words 'R.AREA' in the map annexed with this agreement, towards adjustment of their respective allocations.

- VIII. **DEVELOPER ALLOCATION SHALL MEAN:-** 59% (fifty nine) percent of the total built up area 1st, 2nd & 3rd floor and 70% percent of the total built up area in respect of the 4th floor & above floor to be sanctioned by the Burdwan Municipal Authority and 63% (Sixty Three) percent of car parking spaces at the basement & Ground floor at the proposed multi-stored residential complex, under the name & style "DISA GOURTIRTHA ABASON", consisted of several self contained ownership flats and car-parking spaces TOGETHER WITH proportionate undivided impartible share and/or interest of the Land and right upon common areas and facilities in the proposed multi-stored residential complex. That the DEVELOPER



Sambhu Mr. Roy @ Sambhu Roy

Rina Roy

on behalf of ~~retired~~ Susmita Roy as her natural guardian mother as well as on behalf of my self.

Rina Roy

Anamika Roy (Banik)

DISA ENTERPRISE

George Selim Maslay
Partner

shall be allocated the flats, more fully mentioned in the Third Schedule hereunder, which are also depicted in Red Colour and marked with the words 'D.AREA' in the map annexed with this agreement, towards adjustment of their respective allocations.

- IX. ARCHITECT shall mean any qualified person or persons or firm to be appointed or nominated by the Developer/ Second Part at its own cost as architect or architects of the complex to be constructed on the said premises at the entire costs and expenses of the property.
- X. BUILDING PLANS shall mean the plan to be sanctioned for construction of the proposed multi-stored residential complex by the Burdwan Municipality as per West Bengal Municipal Act, Rules and/ or any modification or modifications thereof as may be by the Developer and permitted and sanctioned by the Authorities.
- XI. FLOOR AREA RATIO: shall mean the floor area ratio available for construction on the premises according to prevailing municipal law considering the total area of the said Land measuring about more or less 54.5 decimals or 33 cottahs or 23,781 Sq. ft. at Mouza- Baidanga, J.L. No. - 35, comprised in R.S. Khatian No.- 613 and L.R. Khantian No. -2055, 5842, 5843 and 5844, R.S. Plot No.-794 corresponding to L.R. Plot NO. -1686, within the local limits of Burdwan Municipality, under ward no-14, Holding No.-38, Chotonilpur West Para mahalla.
- XII. ENCUMBRANCES: shall mean charges, liens, lispendence, claims, liabilities, trusts, demands, acquisition and requisition.
- XIII. SINGULAR NUMBER shall include the plural.
- XIV. TIME shall mean the period of construction which shall be completed by the Promoters/ Developer on or within three years from the date of sanction of the building plan by the Burdwan Municipality.



Shambhu K Roy @ Samba Roy

Rina Roy

on behalf of minor Susmita Roy as her natural guardian mother as well as on behalf of my self.

Rina Roy

Anamika Roy (Banik)

DISA ENTERPRISE

George Saha Marley
Partner

- XV. SALEABLE SPACE shall mean other than the allocation of the owners namely SRI SHAMBHU KUMAR ROY alias SHAMBHU ROY, SMT. RINA ROY, MRS. ANAMIKA ROY(BANIK), MINOR SUSMITA ROY.
- XVI. FORCE MAJEURE: shall mean flood, earthquake, storm, natural calamities or other irresistible force or any other circumstances beyond the control of the Developer.
- XVII. COMMON PURPOSES shall mean and include the purpose of maintaining the said premises and the said building particularly the common parts and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various units and common use and enjoyment thereof.
- XVIII. COMMON EXPENSES shall mean the common expenses to be paid borne and /or contributed by the intending purchase and owners in proportion to the area of their units for rendition of common services.
- XIX. Commons area and portions shall mean and include roof top, lobbies, staircase, passage ways, pump rooms, machine room, water tank, generator room, security/ maintenance staff rest room, covered space and other facilities whatsoever required for maintaining and/ or management of the building to be determined by the Promoter in its absolute discretion at the time for making over of the possession of the unit.

ARTICLE-II : DEVELOPMENT

The developer herein shall develop the said premises on the terms herein agreed and in the manner as follows:-

1. By obtaining necessary sanctions and/or permission from the Burdwan Municipality and other appropriate environment Department and authorities.



Sambhu M. Roy @ Sambhu Roy

Rina Roy

on behalfs of minor Susmita Roy as her natural guardian mother as well as on behalfs of my self.

Rina Roy

Anamika Roy (Barik)

DISA GATEWAY

George S. Roy

Barik

2. By erecting and/ or constructing the said building in or upon the said land on or within (36+6) months from the date of Sanction of the Final Plan.
3. By retaining, selling, transferring or otherwise disposing of the Developer's allocation in favour of the intending buyers of flat and parking spaces and other spaces of the building and also in receive, realize, recover and appropriate the proceed.
4. That being satisfied about the marketable title and possession of the Owners, the Developer/ Second Party herein has entered into the agreement with the owners. If any defect in respect of title and possession of the Vendors be transpired the owners shall rectify the same at an earliest at the cost of the Developer/ Second Party.
5. The Owners shall keep the title deeds in respect of the premises in their custody and they shall provide the copies of the same to the Developer/ Second Party on accountable receipt and so allow inspections and to take copies or to take exact of the title deeds to the Developer/ Second Party and/ or its nominees or their solicitors as and when required at the cost of Developer/ Second Party.
6. That the Owners agreed that after execution of this agreement, owners shall not in any manner encumber, mortgage sale, transfer let out or otherwise deal with or dispose of the said land or portion thereof within the stipulated period except in the manner as expressly provided.
7. The Owners hereby also undertake the Developer/ Second Party shall be entitled to construct and complete the said building on the said land on or within (36+6) months from the date of Sanction of Final Plan and to retain and enjoy the Developer/ Second Party's allocation therein without any interruption or interruptions from the Owners or any person or persons claiming under the owners.

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Sambhu K. Roy @ Sambhu Roy

Prinor Roy

on behalf of minor Susmita Roy as her natural guardian mother as well as on behalf of my self

Prinor Roy

Anamika Roy (Banik)

DISA ENTERPRISE

Gourab Kumar Mukherjee
Partner

8. The Developer/ Second Party undertake to construct the building in accordance with the sanctioned plans and undertake to pay damages penalties and/or compounding fees payable to the authority or authorities concerned relating to any deviation of their ratio.
9. In carrying out the said development work and /or construction of the said building herein agreed, in the Developer / Second Party shall keep the Owners indemnified from and against all their party claims or compensations.

ARTICLE-III : EXPLORATION RIGHT

1. The Developer/Second Party in consultation with the Owners shall be entitled to cause all such changes from time to time or modifications to be made in the places as shall be required by the Burdwan Municipality or the Government or any authority as aforesaid or to comply with such sanction, permission, clearance and approval as aforesaid, all costs expenses and payment required for the preparation and sanction of the plan including the cost of Architect shall be paid and borne by the Developer/ Second Party, exclusively, provided always that the Developer/ Builder/Second Party shall be entitled to all refunds of payment and/or deposits made by the Developer/ Second Party for peaceful start of the construction as per Burdwan Municipality sanctioned plan.
2. The Developer/ Second Party shall abide by all the laws, rules and regulations of the Government local bodies as the case may be and shall be attend to answer and be responsible for any deviation and/ or breach of any of the laws, bye laws rules and regulations.

Handwritten mark

Sambhu Mondal @ Sambhu Roy
Prinor Roy
on behalf of minor Susmita
Roy as her natural guardian
mother as well as on behalf
of my self -
Prinor Roy

Anamika Roy (Banika)

DISA ENTERPRISE

Group Sales Manager
Partner

ARTICLE -IV: DEVELOPERS/ BUILDERS

1. The Developer/ Second Party shall at its own cost construct the (G+3) residential building in or upon the said land thereof in accordance with the sanctioned plan without any hindrance or disturbance by or behalf of the owners or any person claiming under them. The Developer/ Second Party shall ensure that the building confirmed to be Class -I, standard building and will be made with the I.S.I. materials as specified more fully in the schedule Six hereunder.
2. The Developer/ Second Party shall be entitled to use the name of the Owners to apply for obtaining quota entitlements for cements, steel, bricks and other building materials as may be required for the construction of the said building.
3. The Developer/ Second Party shall be entitled to at its own cost to apply for and obtain temporary and/ or permanent connection of water sewerage, electricity power telephone and/ or gas to the building and other public utilities and facilities to the said premises and/or the said building in its own costs and or its nominees as it shall think proper. The Owners shall sign, executed and deliver all papers and applications and approval enabling the developer to obtain such public utility services and facilities. The occupancy and completion certificates shall be collected by the Developer/ Second Party before giving possession to the Owners/ First Party and others within the stipulated period.
4. The Developer/ Second Party undertake to complete the construction of the building on or within three years from the date of sanction of the building plan by the Burdwan Municipality and to handover the Owners' allocation to Owners, to be constructed strictly as per specification written hereunder, on or within three years from the date of sanction of the building plan by

Sambhu K. Roy @ Sambhu Roy

Rina Roy

in behalf of minor Susmita Roy as her natural guardian mother as well as on behalf of my self.

Rina Roy

Anamika Roy (Banika)

DISA ENTERPRISE

Gourang Saha Mukherjee
Partner

- the Burdwan Municipality. In case the Developer/ Second Party fails to complete the said project within such stipulated period , the same may be extended for six months subject to payment of penalty @ Rs. 25,000/- Per month till the completion of the project. In any case however, the time will not be extended beyond such extended period of six months.
5. The Developer shall not be entitled to exploit her/its allocation to handover possession any portion of the proposed building in favour of any propose purchaser/ purchasers before delivery of the Owners allocations mentioned earlier.
 6. The Owners will execute a Registered Power of Attorney in favour of the Developer/ Second Party at the cost of second party authorizing the said Attorney to construct the building and to enter into agreement for sale of the Developer/ Promoter/ Second Party's allocation, appoint Architects, Engineer, contractor, Agents etc. and to represent the owners before any Court of Law, the Burdwan Municipal Authority, Burdwan Development Authority, Burdwan District Police, Fire Brigade or any other authority or authorities and to sign any application scheme, maps, any other drawing or any other writings, representations in that behalf and to appear before the authority or authorities.
 7. The Owners will execute a Registered Power of Attorney in favour of the Developer/ Second Party at the cost of the Second party authorizing the said Attorney to execute and registered Deed of Conveyance together with undivided interest and title in respect of Developer/ Promoter/ Second Party's allocation in favour of the Purchaser. Be it mentioned here that before such execution of Deed, the Developers shall handover the possession of Flats to the owners in terms of owner's allocation, after



Sankhu Mr. Roy @ Sankhu Roy

Rina Roy

on behalf of minor Susmita Roy as her natural guardian mother as well as on behalf of my self

Rina Roy

Anamika Roy (Banik)

A ENTERPRISE

George S. M. Roy

Partner

obtaining the completion Certificate and complying the other formalities as required for the purpose from the competent authorities.

8. By virtue of the power of attorney, which is to be executed by the OWNERS in favour of the DEVELOPER, the DEVELOPER shall have the right to enter into agreement for sale or sell of their respective allocated flats & car parking spaces to any intending purchaser, without obtaining any consent from the OWNERS, out of their own accord, by executing agreement for sale or Deed of sale. The OWNERS have no control or say regarding the sale of the DEVELOPER's allocation. The DEVELOPER shall take the entire consideration amount of their allocation in their Bank Account.
9. The Purchaser and Owners of the said building shall form an Association or Society for maintenance of the common and essential services of the proposed building in such manner and form as may be require by the Developer and the Owners. The Developer shall cause its entire Purchaser or their assigns to join in and be bound by the same. All the Purchasers shall have the right to use the common area to be constructed by the Developer as per this Agreement.

ARTICLE -V: CONSIDERATION & SPACE ALLOCATION

1. In consideration of the above agreement Developer/ Second Party shall allot the Owners' allocation free and it is agreed and made clear that the Developer/ Builders/ Second Party shall be entitled to develop and construct the proposed multi storied building at their own cost subject to payment of taxes and all other liabilities on and from the date of sanction of the Building plan. However, before sanction of the building plan, if any tax or other liabilities, due to be borne by the owners.
2. The Developer/ Second Party shall pay all the expenses to be incurred towards sanction of the plan including the expenses towards the fees of the

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Sambhu m. Roy @ Sambhu Roy

Ping Roy

on behalf of minor Sugmita Roy as her natural guardian mother as well as on behalf of my self.

Priya Roy

Anamika Roy (Barik)

DISA ENTERPRISE

Goury Saha Mandal
Partner

Architect, soil testing, expenses cost of boundary walls etc. whatsoever shall become necessary for the purposes of construction the building.

OWNER'S ALLOCATION SHALL MEAN: AS MENTIONED EARLIER

1. Together with the right of the common space to be spared subject to grant and received of the common facilities and grant easement right to the prospective purchaser and/or owners including the Developer/ Builder/ Second Party.
2. THE OWNERS' shall be entitled to transfer or dispose of their own allocation in the building along with the proportionate undivided common facilities/ amenities available to the said building to the constructed with the exclusive right to deal with and enter into any agreement for sale or sell of Owner's allocation/portion of flats and parking spaces. The DEVELOPER cannot interfere or control or say regarding the sale of the QWNER's allocation. The OWNERS will directly accept the consideration amount of their allocation from the intending purchaser and the DEVELOPER has no right to receive any consideration amount in respect of OWNERS allocation.

ARTICLE-VI: COMMON RIGHTS AND OBLIGATION

1. The Owners shall bear and pay all rates and taxes & clear electric bills in respect of the said land till giving vacant possession and soon thereafter the Developer/ Second Party shall bear and pay all rates and taxes in respect of the said premises till the Owners are offered the owner's allocation and the flats, parking spaces, other common spaces and facilities to be completed in all respects including obtaining completion certificate and all necessary papers in accordance with law including delivery of possession letter.
2. As soon as the said building is completed the Developers/ Promoters/ Second Party shall give written notice to the Owners to take possession of the Owner's allocation in the said building only from the date of delivery

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Sambhu m. Roy @ Sambhu Roy

Rina Roy
on behalf of minor Susmita
Roy as her natural guardian
mother as well as on behalf
of my self

Rina Roy

Anamika Roy (Banik)

DISA ENTERPRISE

Group Sales Manager
Partner

and at all times thereafter the owners shall be exclusively responsible for payment of all taxes or property taxes and outgoing and composition whatever (hereinafter for the same of brevity collectively referred to as "the said taxes") payable in respect of this said owner's allocation similarly as and from the said date the Developer/ Second Party shall be responsible for the said taxes payable in respect of the Developers/ Promoters/ Second Party's allocation. The said taxes, if levied, on the building as a whole then in such event it shall be apportionate on prorata basis.

3. On and from the date of service of the notice to take possession the Owners or their nominee/ nominees as the case may be shall also responsible to pay on demand to the Developers/ Promoters/ Second Party or its nominee or nominees or the association of flat owners and other space owners, the service charges for the common utilities in the building payable in respect of the owners' allocation. The said charges shall include premium of the insurance of the building, water, fire and scavenging charges and taxes, lights, sanitation and operation, repair and renewals security guards salary and management of the common faculties including replacement, repair and maintenance charges and expenses for the building and all of common wiring pipes electric and mechanical and mechanical equipments switch gear, transformers generators pumps motors and other electrical and mechanical and installations appliances and equipment stair ways, corridors, halls, passage ways and other common facilities whatsoever, similarly as and from the said date the Developers/ Promoters/ Second Party or its nominees or Purchaser of flat and other spaces out of Developers/ Promoters/ Second Party's allocation shall also be responsible to pay and bear and shall forthwith pay the proportionate share of the



Sambhu Mr. Roy @ Sambhu Roy

Prina Roy

on behalf of minor Susmita
Roy as her natural guardian
mother as well as on behalf
of my self.

Prina Roy

Anamika Roy (Banik)

DISA SUKUMBAR

George Saha Mukherjee

Prin

service charges for facilities in the building payable to the owner's Association.

ARTICLE-VII: MISCELLANEOUS

1. The Owners and the Developers/ Promoters/ Second Party have entered into the agreement purely on a principal to principal basis & nothing state in herein shall be deemed or construed a Joint Venture between the owners and the Developer/ Second Party nor shall the Developers/ Promoters/ Second Party and the Owners in any manner constituted an association of persons. Each part shall keep the other part indemnified for and against the same.
2. The Owners or Developers/ Promoter/ Second Party as the case may be shall not be considered to be in breach of any obligation here in under to the extent that the performance in the relative obligation is prevented by the existence of a force majeure shall be suspended for the duration of the force majeure.
3. **FORCE MAJEURE**/COMPULSION RECOGNISD AS IRRESISTABLE AND SHALL INCLUDE flood, earth quake, riot, war, severe abnormal storm, tempest civil commotion state wide strike and any other act beyond the reasonable control of the party affected hereby but shall not include normal bad weather or processions etc.
4. BE IT specifically mentioned here that the Developer/ Second Party shall deliver the vacant peaceful possession of the owners allocation to be construed strictly as per specification mentioned herein schedule below to the owners on or within three years from the date of sanction of the building plan by the Burdwan Municipality.



Sambhu K. Roy @ Sambhu Roy

Rina Roy

on behalf of minor Susmita Roy as her natural guardian mother as well as on behalf of myself.

Rina Roy

Anamika Roy (Banik)

George Saha Roy

5. That in future if any dispute or question arises in respect of allocation between the parties, then the same will be amicably resolved by executing supplementary agreement(s) between the OWNERS and DEVELOPER.
6. That in future if the municipal authority granted further sanction to construct further floor, then in respect of 4th floor & above, owners shall jointly get **30%** (thirty) percent of the total built up area in respect of the 4th floor & above, to be sanctioned by the Burdwan Municipality.
7. On calculation of the area of all flats, which are agreed to be allotted in favour of the OWNER Sambhu Kumar Roy @ Sambhu Roy, more fully mentioned in the Second Schedule hereunder, towards adjustment of his allocation, it is evident that Sambhu Kumar Roy @ Sambhu Roy shall get excess area of 166.29 sq. ft. from his entitlement. Similarly, On calculation of the area of all flats, which are agreed to be allotted in favour in favour of the OWNERS namely Rina Roy, Mrs. Anamika Roy (Banik) & Minor Susmita Roy jointly, more fully mentioned in the Second Schedule hereunder, towards adjustment of their allocation, it is evident that Rina Roy, Mrs. Anamika Roy (Banik) & Minor Susmita Roy jointly shall get excess area of 108.81 sq. ft. from their entitlement. Accordingly, in lieu of the excess area, the OWNER namely Sambhu Kumar Roy @ Sambhu Roy shall pay the market price, to be prevalent, of 166.29 sq. ft. and Rina Roy and her two daughters namely Mrs. Anamika Roy (Banik) & Minor Susmita Roy jointly shall pay the market price, to be prevalent, of 108.81 sq. ft to the DEVELOPER.
8. In case if an intending purchaser want to purchase an area, which falls partly under the DEVELOPER's allocation as well as partly on the OWNERS' allocated area, then the DEVELOPER and the concerned OWNER shall sit together and arrive at an agreement to fulfill the



Sambhu kr. @ Sambhu Roy

Rina Roy
on behalf of minor Susmita
Roy as her natural guardian
mother as well as on behalf
of my self

Rina Roy

Anamika Roy (Banik)

DISA ENTERPRISE

George Saha Mukherjee

Partner

requirement of the intending purchaser. In that event the concerned OWNER as well as the DEVELOPER shall share part payment or payment, which shall be received from the purchaser, proportionately.

9. The First Party, after being notified in writing by the Second Party/ Developer, handover the vacant peaceful possession of the land, described in the First Schedule herein below for development and execution of the proposed residential complex thereon, to the second party on or with 15 (fifteen) days from the date of notice thereby making arrangement of their residential accommodation in a rented house/flat and the second party shall pay not exceed Rs. 12,000/- (out of which Rs. 6,000/- per months will be paid alone to SRI SHANBHU KUMAR ROY alias SHAMBHU ROY and remaining Rs. 6,000/- per month will be paid jointly to SMT. RINA ROY, MRS. ANAMIKA ROY(BANIK), MINOR SUSMITA ROY) to the First parties herein towards house rent till the date of handover of the possession of their flat(s) as per their allocation.
10. Owners can appoint /authorise person or they self can look after the progress and standard of construction and the Developer will have no objection to that.
11. In case of any dispute or question arising between the parties hereto with regard to this Agreement and/or work relating thereto the same shall be referred to two arbitrators, one to be appointed by each party, and if the decisions of the said Arbitrators be not unanimous, then the matter will be referred to an umpire to be nominated by the said Arbitrators and his decision will be final and binding upon the parties herein. In any case all disputes shall be referred to Burdwan Jurisdiction only.

ASW.

THE FRIST SCHEDULE ABOVE REFERRED TO

Sambhu Mr. Roy @ Sambhu Roy
Rina Roy
on behalf of minor Susmita
Roy as her natural guardian
mother as well as on behalf
of my self.

Rina Roy

Anamika Roy (Barik)

DISA ENTERPRISE

George Saha Mukherjee
Partner

ALL THAT PIECE and parcel of 'BASTU' Land measuring about more or less 54.5 decimals or 33 ~~cottahs~~ or 23,760 Sq. ft. at Mouza- Baidanga, , J.L. No. -35, comprised in R.S. Khatian No.- 613 and L.R. Khantian No. -2055, 5842, 5843 and 5844, R.S. Plot No.-794 corresponding to L.R. Plot NO. - 1686, under P.S. & Dist. Burdwan within the local limits of Burdwan Municipality, under ward no-14, Holding No.-38, Chotonilpur West Para Mahalla, butted and bounded:-

ON THE NORTH:	Itbahata Metal Road.
ON THE SOUTH:	Kamala Dighi.
ON THE EAST:	House of Shakti Pada Dutta.
ON THE WEST:	House of Arun Ghosh.

THE SECOND SCHEDULE ABOVE REFERRED TO :

(OWNERS' ALLOCATION)

OWNERS' ALLOCATION shall mean 41% (forty one) percent of the total built up area in respect of the 1st, 2nd & 3rd floor and 30% (Thirty) percent of the total built up area in respect of the 4th floor & above, to be sanctioned by the Burdwan Municipal Authority as well as 37 (Thirty Seven) percent of car parking spaces at the **basement and** Ground floor in each block at the proposed multi-stored residential complex to be constructed under the name & style "DISA GOURTIRTHA ABASON", consisted of several blocks containing self contained ownership flats and car-parking spaces TOGETHER WITH proportionate undivided impartible share and/or interest of the Land and right upon common areas and facilities in the proposed multi-stored residential complex. That the Flats, mentioned in the Table no.

AW.

Shambhu m. Roy @ Shambhu Roy.

Rina Roy

on behalf of minor Susmita Roy as her natural guardian & mother as well as on behalf of my self.

Rina Roy

Anamika Roy (Banik)

PISA ENTERPRISE

Georgina Sulek Mandal
Partner

A hereunder, which are depicted in **Green Colour** in the Map and marked with the words **"S.AREA"** in the map **as well as** sheet annexed with this agreement, which do form part of this agreement, shall be allocated to the owner SRI SHAMBHU KUMAR ROY alias SHAMBHU ROY solely towards adjusted of his respective allocations. Similarly, the Flats mentioned in the Table no. **B** hereunder, which are depicted in **Blue Colour** and marked with the words **"R.AREA"** in the map **as well as** in the sheet annexed with this agreement, which do form part of this agreement, shall be allocated to the owners namely SMT. RINA ROY, MRS. ANAMIKA ROY (BANIK) and MINOR SUSMITA ROY jointly towards adjusted of their respective allocations.

TABLE-A

BLOCK	FLOOR	FLAT NO.	AREA	ALLOTTED TO
A	1 st	A1B	623.83	SHAMBHU KUMAR ROY alias SHAMBHU ROY
A	1	A1D	658.97	DO
A	3	A3B	623.83	DO
A	3	A3F	691.64	DO
A	4	A4B	623.83	DO
B	1	B1A	649.903	DO
B	4	B4A	649.9	DO
C	1	C1B	622.15	DO

Adm.

Sambhu K. Roy @ Sambhu Roy

Rina Roy

on behalf of minor Susmita Roy as her natural guardian mother as well as on behalf of my self.

Rina Roy

Anamika Roy (Banik)

DISA ENTERPRISE

George Selva M. and
Partner

C	2	C2A	635.61	DO
C	2	C2B	622.15	DO
C	2	C2D	489.99	DO
C	3	C3A	635.61	DO
C	4	C4D	489.99	DO

TABLE-B

BLOCK	FLOOR	FLAT NO.	AREA	ALLOTED TO
A	1	A1a	689.10	SMT. RINA ROY, MRS. ANAMIKA ROY (BANIK) and MINOR SUSMITA ROY JOINTLY
A	2	A2B	623.83	DO
A	3	A3A	689.10	DO
A	3	A3E	496.80	DO
A	4	A4A	689.1	DO
B	1	B1B	669.41	DO
B	2	B2D	647.50	DO
B	3	B3C	622.84	DO
B	3	B3F	680.94	DO
B	4	B4E	405.50	DO

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Sushma K. Roy @ Sushma Roy

Prina Roy

on behalf of minor Susmita Roy as her natural guardian mother as well as on behalf of my self.

Prina Roy

Anamika Roy (Barnik)

DISA ENTERPRISE

Goury Sushma Mondal
Partner

C	1	C1A	635.61	DO
C	3	C3D	489.99	DO
C	4	C4B	622.15	DO

THE THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER ALLOCATION)

DEVELOPER'S ALLOCATION shall mean 59% (fifty nine) percent of the total built up area 1st, 2nd& 3rd floor and 70% percent of the total built up area in respect of the 4th floor & above floor to be sanctioned by the Burdwan Municipal Authority and 63% (Sixty Three) percent of car parking spaces at the **basement and** Ground floor in each block at the proposed multi-stored residential complex, under the name & style "DISA GOURTIRTHA ABASON", consisted of several self contained ownership flats and car-parking spaces TOGETHER WITH proportionate undivided impartible share and/or interest of the Land and right upon common areas and facilities in the proposed multi-stored residential complex. That the Flats, mentioned in the **Table** hereunder, which are also depicted in **Red Colour** and marked with the words '**D.AREA**' in the **map as well as the sheet**, annexed with this agreement, which do form part of this agreement, towards adjusted of their respective allocations shall be allocated to the DEVELOPOER.

BLOCK	FLOOR	FLAT NO.	AREA	ALLOTTED TO
A	1	A1C	618.09	DISA ENTERPRISE
A	1	A1E	496.80	DO

AM.

Sambhu M. Roy @ Sambhu Roy

Prina Roy

on behalf of minor Susmita Roy as her natural guardian mother as well as on behalf of my self

Prina Roy

Anamika Roy (Barik)

DISA ENTERPRISE

Goury Saha Mandal
Partner

A	1	A1F	691.64	DO
A	1	A1G	382.46	DO
A	2	A2A	689.10	DO
A	2	A2C	618.09	DO
A	2	A2D	658.97	DO
A	2	A2E	496.80	DO
A	2	A2F	691.64	DO
A	2	A2G	382.46	DO
A	3	A3C	618.09	DO
A	3	A3D	658.97	DO
A	3	A3G	382.46	DO
A	4	A4C	618.09	DO
A	4	A4D	658.97	DO
A	4	A4E	496.80	DO
A	4	A4F	691.64	DO
A	4	A4G	382.46	DO
B	1	B1C	622.84	DO
B	1	B1D	647.50	DO
B	1	B1E	405.50	DO
B	1	B1F	680.94	DO
B	2	B2A	649.90	DO
B	2	B2B	669.41	DO
B	2	B2C	622.84	DO
B	2	B2E	405.50	DO
B	2	B2F	680.94	DO
B	3	B3A	649.90	DO

Sambhu m. Roy @ Sambhu Roy

Prina Roy
on behalfs of minor Susmita
Roy as her natural guardian
mother as well as on behalfs
of mt self.

Prina Roy

Anamika Roy (Barik)

DISA ENTERPRISE

Group Sales Member
Partner

B	3	B3B	669.41	DO
B	3	B3D	647.50	DO
B	3	B3E	405.50	DO
B	4	B4B	669.41	DO
B	4	B4C	622.84	DO
B	4	B4D	647.50	DO
B	4	B4F	680.94	DO
C	1	C1B	680.27	DO
C	1	C1D	489.99	DO
C	2	C2C	680.27	DO
C	3	C3B	622.15	DO
C	3	C3C	680.27	DO
C	4	C4A	635.61	DO
C	4	C4C	680.27	DO

THE FOURTH SCHEDULE ABOVE REFERRED TO

(COMMON AREA)

- I. The entire land measuring about more or less 66 decimals or 33 cottahs or 23,760 Sq. ft. at Mouza- Balidanga, J.L. No. 35, comprised in R.S. Khatian no. 613 and L.R. Khatina Nos.- 2055, 5842, 5843 and 5844, R.S. Plot No.-794 corresponding to L.R. Plot No.-1686, within the local limits of Burdwan Municipality, under ward no-14, Holding No. 38, Chotonilpur West Para Mahalla.
- II. Common area would be water, reservoir, top roof of the building, tank on the rood, staircase, septic tank, common Meter room & common

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Sambhu Ch. Roy @ Sambhu Roy
Prina Roy
on behalf of minor Susmita
Roy as her natural guardian
mother as well as on behalf
of my self.

Prina Roy

Anamika Roy (Barik)

DISA ENTERPRISE

George Selva Muthu

Partner

pump room, under the stair case, outside wall which should be uniform so that their management of different colours.

- III. The foundation column, girders, beams supports main walls roofs.
- IV. Walls, corridors, lobbies, stair, lift, stair-ways fire escapes, water reservoir, septic tank, water tank, lighting arrangement in the common areas and gate, stair ways entrances and exists of the building but excluding the corridors and lobbies, if any, situated within any flat or apartment.
- V. Storage space meant for common use or for the use and enjoyment of the entire building.
- VI. The open spaces around the covered area within the premises not meant for exclusive user and enjoyment of any particular person or apartment holders kept open to sky as per provisions of law and as provided in the sanctioned plan.
- VII. All other parts of the building necessary or convenient to its existence, maintenance and safety or normally forming parts of the main building not being exclusively held and enjoyed by any flat owners.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(COMMON EXPENSE)

- I. Costs of maintenances, operating, replacing, white washing, painting, decorating and renewing the main structure and water tank of the top floor also the outer wall of the building including all outer plumbing and sanitary pipes and fittings and electric lines to all common areas etc. mentioned in the Schedule "C" hereto.

Dr.

Sambhu m. Roy @ Sambhu Roy

Prive Roy

on behalf of minor Susmita Roy as her retired guardian mother as well as on behalf of my self.

Prive Roy

Anamika Roy (Banik)

DISA ENTERPRISE

Goury Saha Mandal

Partner

- II. The expenses of repairing, maintaining, white washing and colour washing of the main structure of the building including the exterior of the building and also the common area of building described in the Schedule above written.
- III. The cost of clearing and lighting of the entrance of the building, passages and spaces around the building lobby corridors, staircase and other common areas.
- IV. Burdwan Municipal Authority Taxes should be proportionate of the total taxes to be paid by the parties up to prior Mutation of own apportionment in the office of Burdwan Municipal Authority from the date of getting the physical possession flat(s) and parking spaces.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

NATURE OF JOBS TO BE DONE BY THE DEVELOPER

Foundation and

Super-structure :- The building shall be designed on reinforced cement concrete foundation with RCC Columns, Beams based on computerized programme and/or as per specification of the Architect, duly sanctioned by the Burdwan Municipal Authority.

Building :- R.C.C frame structure Building.

Wall :- Brick wall with cement mortar, outer wall 8-10 inch, inner or Partition wall 5 inch.

Water Supply :- Pipe line to be drawn with standard fittings till the outer wall of kitchen and toilet from the overhead tank.

Sources of Water :- For supply of water electrically operated Submersible pump will be installed.

Handwritten signature/initials

Sambhu m. Roy @ Sambhu Roy

Prina Roy

on behalf of minor Susmita
Roy as her natural guardian
mother as well as on behalf
of my self.

Prina Roy

Anamika Roy (Banik)

DISA ENTERPRISE

Goury Saha Mandal
Partner

Painting

:- Painting of outside of all the Blocks as well as the common areas shall be done by the Developer.

Flooring

:- Flooring of common areas only shall be done by the Developer.

Electrification

:- Electrification of the common areas and only the main electric line till the main door of each flat shall be installed by the Developer.

Windows

:- All outer windows shall be done by the Developer aluminium frame fitted with glass and necessary accessories.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
NATURE OF JOBS TO BE DONE BY INTENDING PURCHASER OF
THEIR OWN COST BY THEIR OWN CHOICEABLE MATERIALS AND
WORKMEN

Main Door and internal Doors:- Main as well as all internal doors shall be done by the intending purchaser(s) by his/ her/ their own cost and by their own choice able materials and workmen.

Toilet

:- All Toilet related finishing jobs including materials shall be done/installed by the intending purchaser(s) by his/ her/ their own cost and by their own choice able materials/Brand and workmen.

Signature

Sambhu m. Roy @ Sambhu Roy
Prina Roy
on behalf of minor Susmita
Roy as her natural guardian
mother as well as on behalf
of mt Smt.

Prina Roy

Anamika Roy (Banik)

DISA ENTERPRISE

Gourya Saha Mandal
Partner

Flooring

:- Flooring of the respective Flat shall be done by the intending purchaser(s) by his/ her/ their own cost and by their own choice able materials and workmen.

Kitchen

:- All Kitchen related finishing jobs including materials shall be done/installed by the intending purchaser(s) by his/ her/ their own cost and by their own choice able materials/Brand and workmen.

Windows

:- All inside windows shall be done by the intending purchaser(s) by their own choice able materials and workmen.

Electrification

:- Inside electrification of his/ her/ their respective flat shall be completed by the intending purchaser(s) by their own cost as well as by installing their own choice able materials/Brand through their choice able workmen.

N.B.-To avoid future complication it is mentioned herein that the words "Finish" in relation to the Jobs by the Developer, means the completion of the jobs mentioned in the Sixth Schedule herein above.

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



SIGNED AND SEALED at Burdwan

In presence of: -

1) Subir Banerjee
S/o- Harabir Banerjee
vill- Baliar pur
P.O - Calgram
P. S- Raina
Dist - Purba Bardhaman
Pin- 713424

Sambhu Mr. Roy @ Sambhu Roy
Prina Roy
on behalf of minor Susmita
Roy as her natural guardian
mother as well as on behalf
of my self
Prina Roy

Anamika Roy (Banik)

SIGNATURE OF OWNERS

DISA ENTERPRISE

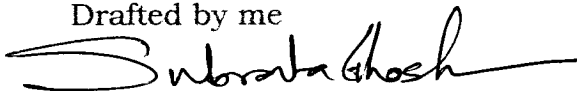
Gourya Saha Mandal

Partner

SIGNATURE OF DEVELOPER

2) Subhadip Banik
S/o- Late Shankar Banik
4 no. Shankari pukur,
P.O- Bripally, Burdwan

Drafted by me



(SUBRATA GHOSH)

Enrolment No.-WB/1325/2002

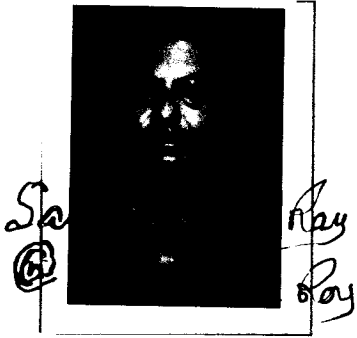
Burdwan District Judges' Court.

Computerise & Composed by


(SUBIR BANERJEE)

Burdwan District Judges' Court.

Finger Prints of SRI SAMBHU KUMAR ROY alias SHAMBHU ROY



Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb Finger	Left Hand
Thumb Finger	Index Finger	Middle Finger	Ring Finger	Little Finger	Right Hand

Sambhu Mr. Roy @ Sambhu Roy

Signature of SRI SAMBHU KUMAR ROY alias SHAMBHU ROY

Finger Prints of SMT. RINA ROY

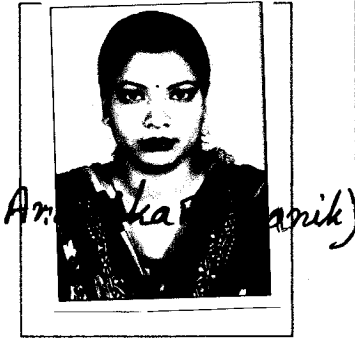


Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb Finger	Left Hand
Thumb Finger	Index Finger	Middle Finger	Ring Finger	Little Finger	Right Hand

Rina Roy

Signature of SMT. RINA ROY

Finger Prints of MRS. ANAMIKA ROY (BANIK)

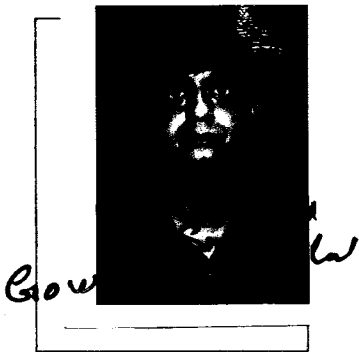


Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb Finger	Left Hand
Thumb Finger	Index Finger	Middle Finger	Ring Finger	Little Finger	Right Hand

Anamika Roy (Banik)

Signature of MRS. ANAMIKA ROY (BANIK)

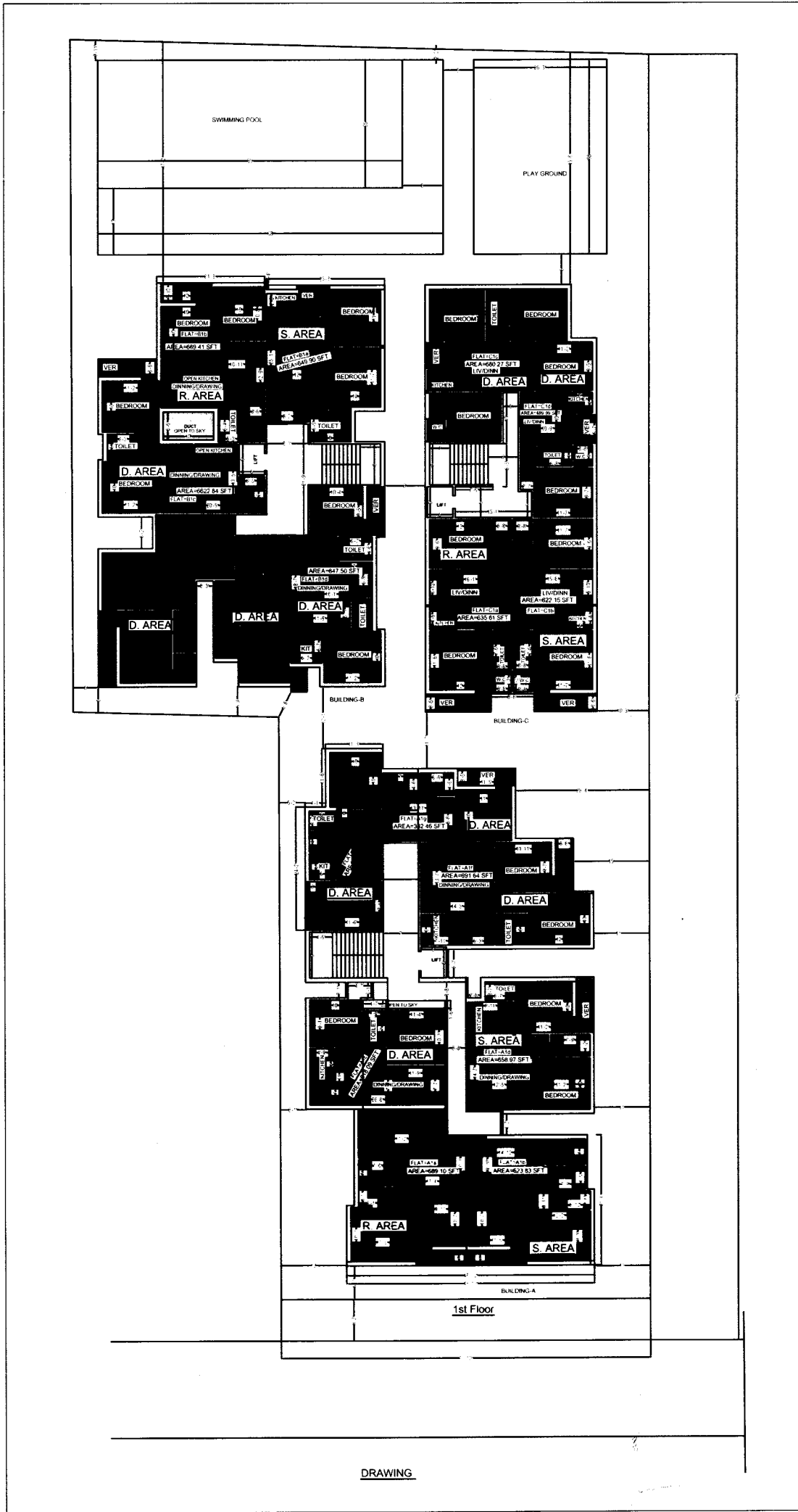
Finger Prints of SRI GOURANGA SUNDAR MONDAL



Little Finger	Ring Finger	Middle Finger	Index Finger	Thumb Finger	Left Hand
Thumb Finger	Index Finger	Middle Finger	Ring Finger	Little Finger	Right Hand

Gouranga Sundar Mondal

Signature of SRI GOURANGA SUNDAR MONDAL

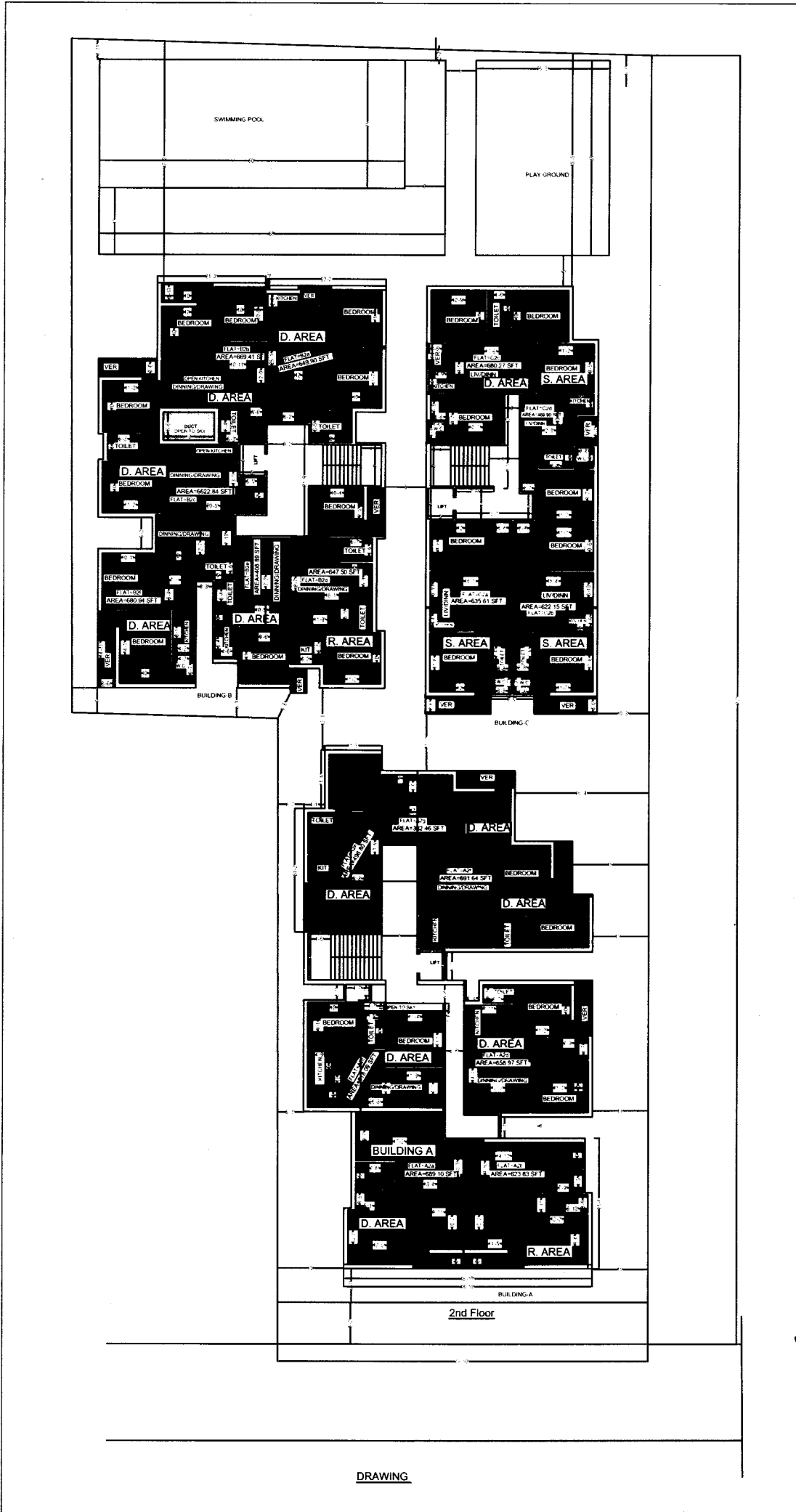


DRAWING

DISA ENTERPRISE
George Saha Member
Partner

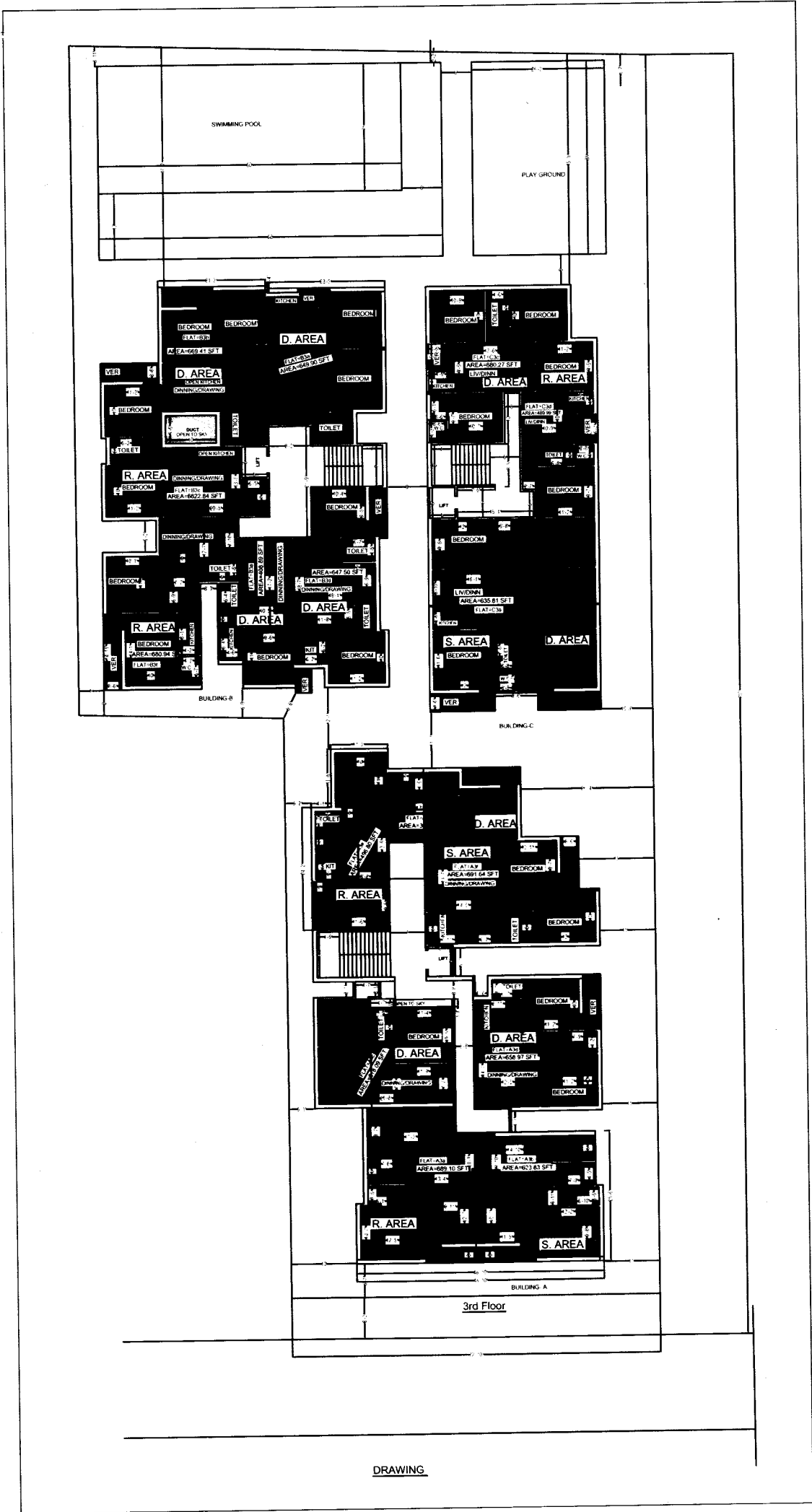
Anamika Roy (Barik)

Sambhu Mr. Roy @ Sambhu Roy
Prina Roy of minor Susmita Roy
on behalf of her natural guardian mother
as well as on behalf of my self



Anamika Roy (Bank)

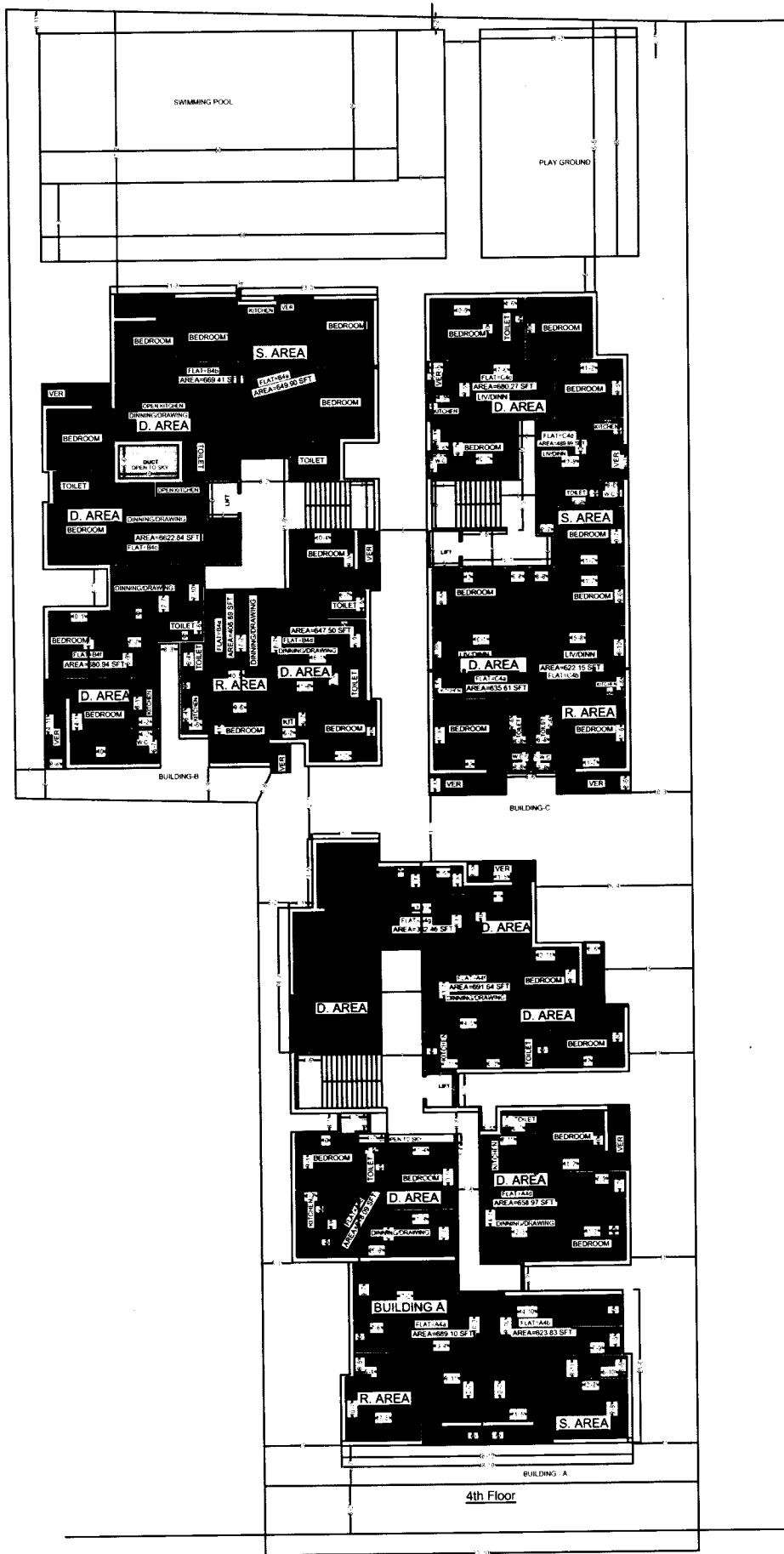
Sambhu m. Roy @ Sambhu Roy
 Anamika Roy
 on behalf of minor Susmita Roy
 as her natural guardian mother
 as well as on behalf of my self
 Anamika Roy



DRAWING

DISA ENTERPRISE
Group Sls Mumbai

*Sambhu m. Ray @ Sambhu Ray
 Purna Ray
 on behalf of minor Susmita Ray
 as her natural guardian mother
 as well as guardian*



DRAWING

DISA ENTERPRISE
George Selu M. Selu
 Partner

Anamika Roy (Banik)

Sambhu m. Roy @ Sambhu Roy
Prina Roy
 on behalf of minor Susmita Roy
 as well as natural guardian mother
 as well as guardian of my self
 Anamika Roy

Area	Area
Ab	689.10
Ab	623.83
Ac	618.09
Ad	658.97
Ae	496.80
Af	691.64
Ag	382.46
Ba	649.90
Bb	669.41
Bc	622.84
Bd	647.50
Be	405.50
Bf	680.94
Ca	635.61
Cb	622.15
Cc	680.27
Cd	489.99
Common Area	1269.32
Total	11534.32
Total (Except Common Area)=	10265.00

1st Floor		D Area	R Area	S Area
A1a		689.10		
A1b			623.83	
A1c	618.09			
A1d			658.97	
A1e	496.80			
A1f	691.64			
A1g	382.46			
B1a			649.90	649.90
B1b		669.41		
B1c	622.84			
B1d	647.50			
B1e	405.50			
B1f	680.94			
C1a		635.61		
C1b			622.15	
C1c	680.27			
C1d	489.99			
Total (Except Common Area)=	5716.02	1994.12		2554.86
Total	55.68	19.43	24.89	

2nd Floor		D Area	R Area	S Area
A2a		689.10		
A2b			623.83	
A2c	618.09			
A2d			658.97	
A2e	496.80			
A2f	691.64			
A2g	382.46			
B2a		649.90		
B2b		669.41		
B2c	622.84			
B2d			647.50	
B2e	405.50			
B2f	680.94			
C2a			635.61	
C2b			622.15	
C2c	680.27			
C2d			489.99	
Total (Except Common Area)=	7245.92	1271.32	1747.76	
Total	70.59	12.39	17.03	

3rd Floor		D Area	R Area	S Area
A3a			689.10	
A3b				623.83
A3c	618.09			
A3d			658.97	
A3e	496.80			
A3f	691.64			
A3g	382.46			
B3a		649.90		
B3b		669.41		
B3c			622.84	
B3d	647.50			
B3e	405.50			
B3f			680.94	
C3a			635.61	
C3b		622.15		
C3c	680.27			
C3d			489.99	
Total (Except Common Area)=	5334.26	2979.67	1951.08	
Total	51.97	29.03	19.01	

4th Floor		D Area	R Area	S Area
A4a				689.10
A4b				
A4c	618.09			
A4d			658.97	
A4e	496.80			
A4f	691.64			
A4g	382.46			
B4a		649.90		
B4b		669.41		
B4c			622.84	
B4d	647.50			
B4e			405.50	
B4f			680.94	
C4a			635.61	
C4b		622.15		
C4c	680.27			
C4d			489.99	
Total (Except Common Area)=	1716.75			
Total	56.09		16.72	

1st, 2nd & 3rd Floor

Area	Percentage	Deviated %	Deviated Area
Developer's	18296.21	59.41	126.26
Rekha Roy's	6245.11	20.28	-67.75
Sambhu Roy's	6253.69	20.31	-58.51
Total for 1st, 2nd, 3rd Floor (Excluding Common Area)	30795.01	100	

Transferable Area/Value from Rekha Roy to Developer= 108.81
 Transferable Area/Value from Sambhu Roy to Developer= 166.29

4th & above Floor		Area	Percentage	Deviated %
Developer's		6784.53	66.09	-3.91
Rekha Roy's		1716.75	16.72	1.72
Sambhu Roy's		1763.72	17.19	2.19
Total for 4th Floor (Excluding Common Area)		10265.00		

Sambhu Roy @ Sambhu Roy
Prina Roy
 on behalf of minor Susmita Roy
 as her natural guardian in mother
 as well as on behalf of my self

Anamika Roy (Barik)

DISA ENTERPRISE
Group Sales Manager
 Partner

Major Information of the Deed



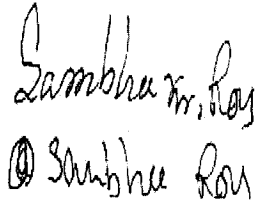
Deed No :	I-0203-04402/2017	Date of Registration	22/06/2017
Query No / Year	0203-0000830267/2017	Office where deed is registered	
Query Date	12/06/2017 8:33:22 PM	A.D.S.R. BURDWAN, District: Burdwan	
Applicant Name, Address & Other Details	GOURANGA SUNDAR MONDAL BURDWAN, Thana : Barddhaman, District : Burdwan, WEST BENGAL, Mobile No. : 8001700800, Status :Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement			
Set Forth value	Market Value		
Rs. 5,00,000/-	Rs. 2,87,49,624/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,000/- (Article:48(g))	Rs. 7/- (Article:E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		



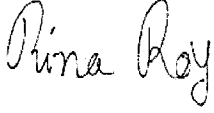


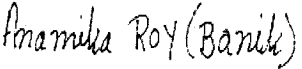
Land Details :

District: Burdwan, P.S:- Barddhaman, Municipality: BURDWAN, Road: Itbhata Road, Mouza: Balidanga, Ward No: 14

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1	LR-1686	LR-2055	Bastu	Bastu	33 Katha	5,00,000/-	2,87,49,624/-	Property is on Road
Grand Total :					54.45Dec	5,00,000 /-	287,49,624 /-	

Land Lord Details :



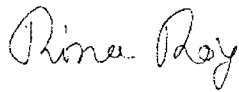
SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Shri SAMBHU KUMAR ROY, (Alias: Mr SAMBHU ROY) (Presentant) Son of Late ARUN KUMAR ROY Executed by: Self, Date of Execution: 22/06/2017 , Admitted by: Self, Date of Admission: 22/06/2017 ,Place : Office	 <small>22/06/2017</small>	 <small>LTI 22/06/2017</small>	 <small>22/06/2017</small>
ChOTONILPUR, P.O:- SRIPALLY, P.S:- Barddhaman, District:-Burdwan, West Bengal, India, PIN - 713101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKHPR8365G, Status :Individual, Executed by: Self, Date of Execution: 22/06/2017 , Admitted by: Self, Date of Admission: 22/06/2017 ,Place : Office				

2	Name	Photo	Fingerprint	Signature
	Smt RINA ROY Wife of Late ARUN KUMAR ROY Executed by: Self, Date of Execution: 22/06/2017 , Admitted by: Self, Date of Admission: 22/06/2017 ,Place : Office			
	22/06/2017	LTI 22/06/2017	22/06/2017	
ChOTONILPUR, P.O:- SRIPALLY, P.S:- Barddhaman, District:-Burdwan, West Bengal, India, PIN - 713101 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AUJPR1040C, Status :Individual, Executed by: Self, Date of Execution: 22/06/2017 , Admitted by: Self, Date of Admission: 22/06/2017 ,Place : Office				
3	Name	Photo	Fingerprint	Signature
	Mrs ANAMIKA ROY BANIK Wife of Mr SUBHADIP BANIK Executed by: Self, Date of Execution: 22/06/2017 , Admitted by: Self, Date of Admission: 22/06/2017 ,Place : Office			
	22/06/2017	LTI 22/06/2017	22/06/2017	
ChOTONILPUR, P.O:- SRIPALLY, P.S:- Barddhaman, District:-Burdwan, West Bengal, India, PIN - 713101 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BFYPR8649E, Status :Individual, Executed by: Self, Date of Execution: 22/06/2017 , Admitted by: Self, Date of Admission: 22/06/2017 ,Place : Office				
4	SUSMITA ROY Daughter of Late ARUN KUMAR ROY ChOTONILPUR, P.O:- SRIPALLY, P.S:- Barddhaman, District:-Burdwan, West Bengal, India, PIN - 713101 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AUJPR1040C, Status :Minor, Executed by: Guardian, Executed by: Guardian			




Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	DISA ENTERPRISE BARONILPUR MORE, P.O:- SRIPALLY, P.S:- Barddhaman, District:-Burdwan, West Bengal, India, PIN - 713103 , PAN No.:: AAMFD1174C, Status :Organization, Executed by: Representative

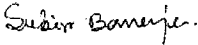
Guardian Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Smt RINA ROY Wife of Late ARUN KUMAR ROY Date of Execution - 22/06/2017, , Admitted by: Self, Date of Admission: 22/06/2017, Place of Admission of Execution: Office			
	Jun 22 2017 1:37PM	LTI 22/06/2017	22/06/2017	
ChOTONILPUR, P.O:- SRIPALLY, P.S:- Barddhaman, District:-Burdwan, West Bengal, India, PIN - 713103, Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, , PAN No.:: AUJPR1040C Status : Guardian, Guardian of : SUSMITA ROY				

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
-1	Name	Photo	Finger Print	Signature
	GOURANGA SUNDAR MONDAL Son of Late SANAT KUMAR MONDAL Date of Execution - 22/06/2017, , Admitted by: Self, Date of Admission: 22/06/2017, Place of Admission of Execution: Office	 <small>Jun 22 2017 1:36PM</small>	 <small>LTI 22/06/2017</small>	 <small>22/06/2017</small>
BORONILPUR MORE, P.O:- SRIPALLY, P.S:- Barddhaman, District:-Burdwan, West Bengal, India, PIN - 713103, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKNPM2314G Status : Representative, Representative of : DISA ENTERPRISE (as PARTNER)				

Identifier Details :

Name & address	
Mr SUBIR BANERJEE Son of Mr HAMBIR BANERJEE GOLGRAM, P.O:- BOLIARPUR, P.S:- Raina, District:-Burdwan, West Bengal, India, PIN - 713424, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Shri SAMBHU KUMAR ROY, Smt RINA ROY, Mrs ANAMIKA ROY BANIK, Smt RINA ROY, GOURANGA SUNDAR MONDAL, ,	
	22/06/2017

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Shri SAMBHU KUMAR ROY	DISA ENTERPRISE-13.6125 Dec
2	Smt RINA ROY	DISA ENTERPRISE-13.6125 Dec
3	Mrs ANAMIKA ROY BANIK	DISA ENTERPRISE-13.6125 Dec
4	SUSMITA ROY	DISA ENTERPRISE-13.6125 Dec

Land Details as per Land Record

District: Burdwan, P.S:- Barddhaman, Municipality: BURDWAN, Road: Itbhata Road, Mouza: Balidanga, Ward No: 14

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 1686(Corresponding RS Plot No:- 794), LR Khatian No:- 2055	Owner: শঙ্কুসার রায়, Gurdian: গৌরঙ্গ কুমার রায়, Address: নিজ, Classification: বাস্তু, Area: 0.26700000 Acre,

Endorsement For Deed Number : I - 020304402 / 2017

On 22-06-2017

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

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

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

Presented for registration at 12:38 hrs on 22-06-2017, at the Office of the A.D.S.R. BURDWAN by Shri SAMBHU KUMAR ROY Alias Mr SAMBHU ROY, one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,87,49,624/-

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

Execution is admitted on 22/06/2017 by 1. Shri SAMBHU KUMAR ROY, Alias Mr SAMBHU ROY, Son of Late ARUN KUMAR ROY, ChOTONILPUR, P.O: SRIPALLY, Thana: Barddhaman, , Burdwan, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession Business, 2. Smt RINA ROY, Wife of Late ARUN KUMAR ROY, ChOTONILPUR, P.O: SRIPALLY, Thana: Barddhaman, , Burdwan, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession House wife, 3. Mrs ANAMIKA ROY BANIK, Wife of Mr SUBHADIP BANIK, ChOTONILPUR, P.O: SRIPALLY, Thana: Barddhaman, , Burdwan, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession House wife

Indetified by Mr SUBIR BANERJEE, , , Son of Mr HAMBIR BANERJEE, GOLGRAM, P.O: BOLIARPUR, Thana: Raina, , Burdwan, WEST BENGAL, India, PIN - 713424, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 22-06-2017 by GOURANGA SUNDAR MONDAL, PARTNER, DISA ENTERPRISE (Others), BARONILPUR MORE, P.O:- SRIPALLY, P.S:- Barddhaman, District:-Burdwan, West Bengal, India, PIN - 713103

Indetified by Mr SUBIR BANERJEE, , , Son of Mr HAMBIR BANERJEE, GOLGRAM, P.O: BOLIARPUR, Thana: Raina, , Burdwan, WEST BENGAL, India, PIN - 713424, by caste Hindu, by profession Law Clerk

Executed by Guardian

Execution is admitted by Smt RINA ROY, , Wife of Late ARUN KUMAR ROY, ChOTONILPUR, P.O: SRIPALLY, Thana: Barddhaman, , Burdwan, WEST BENGAL, India, PIN - 713103, by caste Hindu, by profession House wife as the guardian of minor SUSMITA ROY ChOTONILPUR, P.O: SRIPALLY, Thana: Barddhaman, , Burdwan, WEST BENGAL, India, PIN - 713101

Indetified by Mr SUBIR BANERJEE, , , Son of Mr HAMBIR BANERJEE, GOLGRAM, P.O: BOLIARPUR, Thana: Raina, , Burdwan, WEST BENGAL, India, PIN - 713424, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 7/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/06/2017 12:00AM with Govt. Ref. No: 192017180020953822 on 20-06-2017, Amount Rs: 7/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90029044 on 21-06-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,000/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 35,000/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-

2. Stamp: Type: Impressed, Serial no 6075, Amount: Rs.5,000/-, Date of Purchase: 21/06/2017, Vendor name: M Dutta

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/06/2017 12:00AM with Govt. Ref. No: 192017180020953822 on 20-06-2017, Amount Rs: 35,000/-, Bank: State Bank of India (SBIN0000001), Ref. No. 90029044 on 21-06-2017, Head of Account 0030-02-103-003-02



Kaushik Bhattacharya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN
Burdwan, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2017, Page from 70840 to 70886

being No 020304402 for the year 2017.



Digitally signed by CCA India 2011
Date: 2017.06.27 13:02:18 +05:30
Reason: Digital Signing of Deed.

(Kaushik Bhattacharya) 27-06-2017 13:02:17
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN
West Bengal.



(This document is digitally signed.)