

REGD/NO. 2024/2001  
**NOTARIAL CERTIFICATE**



TO ALL TO WHOM THESE PRESENTS SHALL COME, I, S.P. Singh, Advocate, Alipore Court, duly appointed by the Central Government and practicing as a NOTARY in the district of Kolkata & South 24 Parganas of the state of West Bengal within the Union of India, do hereby declare and certify and attest that the Paper Writings collectively marked 'A' annexed hereto, hereinafter called the 'Paper Writings 'A' are presented before me by the executant(s).

Smt Bindu Banerjee S/O Hg  
of Bhoguranpur P.S. Khargapur  
Dist. Paschim Medinipur  
And  
M/s Ramkrishna Enterprises

hereinafter referred to as the 'executant(s)' on this the 27 day of FEB 2017  
Two Thousand

The 'executant(s)' having admitted the execution of the 'Paper Writings A' in respective hand(s), in the presence of the witness(es), who as such, subscribe(s) signature(s) thereon, and being satisfied as to the identity of the executant(s), and the said execution, I have authenticated, verified and attested the execution of the 'Paper Writings A' and testify that the said execution is in the respective hand(s) of the executant(s).

AN ACT WHEREOF being required of a Notary. I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require..



IN FAITH AND TESTIMONY WHEREOF I, the said Notary, have hereunto set and subscribed my hand and affixed my Notarial seal on this the 27 day of FEB 2017.



*S. P. Singh*

**S. P. SINGH**  
Notary  
Government of India  
Regd. No. 2024 of 2001  
Dist. Kolkata & South 24 Parganas

भारतीय गैर न्यायिक

दस  
रुपये

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TEN  
RUPEES

Rs.10

INDIA NON JUDICIAL

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

06AB 002700



BEFORE THE NOTARY PUBLIC  
AT ALIPORE, KOLKATA-700027

**SUPPLEMENTARY DEVELOPMENT AGREEMENT**

THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT made on  
this the day of 24th Feb, Two Thousand and Seventeen  
(2017);

**BETWEEN**

*Randu Gupta*  
*Zargha Zia*



27 FEB 2017

*Monmoni Pandit*  
*Jalokha Barbin*

5864

15 FEB 2017

No.....Rs. 10/- Date.....

Name:.....

Address:.....

Vendor:.....

Alipur Collectorate, 24 Pgs. (S)

**SUBHANKAR DAS**

**STAMP VENDOR**

Alipur Police Court, Kol - 27

*Avi Sek*

Advocate  
Alipur Judge's Court  
Kolkata-27

*[Handwritten signature]*

(1) **SMT. BINDU GUPTA**, wife of Sri Mukesh Kumar Gupta, by faith - Hindu, by Nationality - India, by Occupation - Housewife, residing at Bhagwanpur, Ward No.16, P.O. Kharagpur, P.S. Kharagpur, District - Paschim Medinipore, (2) **ZARQUA ZIA**, wife of Md. Kamal Ahmad, by faith - Islam, by Nationality - Indian, residing at Debalpur, Holding No.423/1, Ward No.5, P.O. Kharagpur, P.S. Kharagpur (Town), District - Paschim Medinipore, (3) **SMT. MAMONI PANDIT**, wife of Sri Samral Pandit, by faith - Hindu, by Nationality - Indian, by Occupation - Housewife, residing Sanjoal (Natun Para), P.O. Kharagpur, P.S. Kharagpur (Town), District - Paschim Medinipore and (4) **JULEKHA PARBHIN**, wife of Abdul Bari, by faith - Islam, by Nationality - Indian, by Occupation - Housewife, residing at Bhawanipur, Ward No.6, P.O. Kharagpur, P.S. Kharagpur (Town), District - Paschim Medinipore, hereinafter jointly called and referred to as the "OWNERS" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, executors, successors, successor-in-interest, administrators, legal representatives and assigns) of the **ONE PART.**

**AND**

**M/S RAMAKRISHNA ENTERPRISE**, a Sole Proprietorship Firm, having its Office at 23/14, Naktala Road, Police Station - Patuli, now Netaji Nagar, P.O. Naktala, Kolkata - 700047, being

Zarquu Zia

Bindu Gupta

Mamoni Pandit Julekha Parbhin

represented by its Proprietor, namely **SRI TARIT BHATTACHARJEE**, son of Late Tarapada Bhattacharjee, by faith - Hindu, by Occupation - Business, residing at 23/14, Naktala Road, Police Station - Patuli, now Netaji Nagar, P.O. Naktala, Kolkata - 700047, hereafter called and referred to as the "DEVELOPER" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its, successors, successors-in-interest and assigns) or the **OTHER PART.**

*Zarqua Zia*



**WHEREAS** the owner herein are became the joint owners of **ALL THAT** piece and parcel of land measuring 24 decimals situated and lying at Mouza - Jharia, J.L. No.208, P.S. - Kharagpur under R.S. Khatian No.77, L.R. Khatian No.142, new L.R. Khatian Nos.366 (Smt. Mamoni Pandit), 367 (Julekha Parbhin) 368 (Zarqua Zia) and 369 (Smt. Bindu Gupta) dag R.S. & L.R. No.296, District - Paschim Medinipore morefully descried in the first schedulebelow and hereinafter referred to as the said property by virtue of a registered deed of sale dated 20<sup>th</sup> day of May, 2013 registered in the office of A.D.S.R. Kharagpur, Paschim Medinipore and recorded in book No.I, CD Volume No.7, pages from 3272 to 32292, being No.3225 for the year 2013 (hereinafter referred to as the said property).

*Bindu Gupta*

*Julekha Parbhin*

*Mamoni Pandit*

27 FEB 2017

**AND WHEREAS** the owners herein duly mutated their names in the office of B.L. & L.R.O. Kharagpur -1, Paschim Medinipore and their names have been duly recorded in R.S: Khatian No.77, L.R. Khatian No.142, new L.R. Khatian Nos. 366 (Smt. Mamoni Pandit), 367 (Julekha Parbhin), 368 (Zarquua Zia) and 369 (Smt. Bindu Gupta) respectively having 6 decimals of land each in R.S. and C.S. Dag No.296.

**AND WHEREAS** the Owners with the intent of development of the said property decided to enter into a joint venture agreement with the Developer on mutual terms and conditions. The Owners have expressly represented before the Developer as under :



i) That the said property is free from all encumbrances charges, liens, lispensens, attachment, acquisition or requisition whatsoever.

ii) That nobody else excepting the owners have any right, title, interest, claim or demand whatsoever or howsoever into or upon the said property.



That no notice of acquisition or requisition has been received or same is pending in respect of the said property or any portion thereof.

Bindu Gupta  
Zarquua Zia

Mamoni Pandit  
Julekha Parbhin

27 FEB 2017

iv) The provisions of the Urban land (ceiling and Regulation Act, 1976), do not apply to the said property.

Relying on the aforesaid representation to be true and correct the developer by accepting the title of the said property as good has agreed to develop the said property under the terms and conditions as stated hereunder.



**AND WHEREAS** on 24<sup>th</sup> day of August, 2016, the parties of the above indenture was entered and executed a registered development agreement on the such terms and condition and which laid down in the said development agreement, but due to unavoidable circumstance the sanction plan had not been obtained and for which it was not mentioned and record the specific side of constructed area of the both parties allocation.

Bindu Gupta  
Zarqua Zia

Bindu Gupta  
Zarqua Zia

**AND WHEREAS** all the parties desire to avoid future litigation between themselves and therefore it is pertinent to particularly mentioned and incorporated the details of the 32% of the owners allocation as following manner FAR of each floor of the G+4 storied building i.e. (1) **SMT. BINDU GUPTA**, wife of Sri Mukesh Kumar Gupta, will get 32% construction <sup>area</sup> of the

Mamzoni Pandit  
Julekha Farbhin

Mamzoni Pandit  
Julekha Farbhin

4<sup>th</sup> floor, North East Corner Flat side which measuring about 1040 Sqft (builtup) and 4<sup>th</sup> floor, South West Corner flat, measuring area about 795 square ft. (builtup) square feet having super built up area (2) **ZARQUA ZIA**, wife of



Md. Kamal Ahmad, will get 32% construction <sup>area</sup> of the

27 FEB 2017

1st floor, North East Corner side <sup>Flat which</sup> <sup>area</sup> measuring about 1040 square feet (built up) and also 1st floor South West Corner flat measuring area about 795 sqft. (built up) square feet having super built up area (3) SMT. MAMONI

PANDIT, wife of Sri Samrat Pandit, will get 32% construction of the 2nd floor, North East Corner side <sup>Flat which</sup> <sup>area</sup> measuring about 1040 square feet (built up) and also 2nd floor, South West Corner flat, measuring area about 795 sqft built up square feet having super built up area (4) JULEKHA PARBHIN,

wife of Abdul Bari, will get 32% construction of the 3rd floor, North East Corner side <sup>Flat, which</sup> <sup>area</sup> measuring about 1040 square feet having super built up area and <sup>specific side</sup> <sup>rest portion</sup>

of 68% developer allocation of the constructed area of FAR of each floor and under the such facts and in situation the parties hereto agree and covenant with each other on the following terms and condition.

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

**ARTICLE -I : DEFINITIONS :**

Unless in these presents it is repugnant or inconsistent therewith.

1.1. **OWNERS** - shall mean (1) Smt. Bindu Gupta, (2) Zarqua Zia, (3) Smt. Mamoni Pandit and (4) Julekha Parbhin and shall



Bindu Gupta  
Zarqua Zia

Mamoni Pandit  
Julekha Parbhin

Bindu Gupta  
Zarqua Zia

Mamoni Pandit  
Julekha Parbhin



27 FEB 2017



also mean and include their respective heirs, executors, legal representative and assigns.

1.2 **DEVELOPER** - shall mean **M/S RAMAKRISHNA ENTERPRISE**, a Sole Proprietorship Firm, having its Office at 23/14, Naktala Road, Police Station - Patuli, now Netaji Nagar, P.O. Naktala, Kolkata - 700047, being represented by its Proprietor, namely **SRI TARIT BHATTACHARJEE**, son of Late Tarapada Bhattacharjee, by faith - Hindu, by Occupation - Business, residing at 23/14, Naktala Road, Police Station - Patuli, now Netaji Nagar, P.O. Naktala, Kolkata - 700047, hereinafter called and referred to as the **DEVELOPER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-interest and assigns).



*Bindu Gupta  
Zarqua Zia*

1.3. **PROPERTY** - shall mean **ALL THAT** piece and parcel of land measuring 24 decimals situate and lying at Mouza - Jharia, J. L. No.208, P.S. Kharagpur under R.S. Khatian No.77, L.R. Khatian No.142, New L.R. Khatian Nos.366 (Smt. Mamoni Pandit), 367 (Julekha Parbhin), 368 (Zarqua Zia) and 369 (Smt. Bindu Gupta) Dag R.S. & L.R. No.296, District- Paschim Medinipur by virtue of a Registered Deed of Sale dated 20<sup>th</sup> day of May, 2013 registered in the Office of A.D.S.R., Kharagpur, Paschim



*Mamoni Pandit  
Julekha Parbhin*

27 FEB 2017

Medinipore be the same a little more or less morefully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder.

1.4. **BUILDING** - shall mean and include a residential G+4 storied building to be constructed with Lift in or upon the said property according to the plan to be sanctioned by the concerned Borkola Gram Panchayet and/or any other appropriate authorities.



Bindu Gupta  
Zargua Lia

1.5 **COMMON FACILITIES AND AMENITIES** - shall mean and include but not be limited to those as specified in the fifth schedule hereto for the use, establishment, location, enjoyment, provision, maintenance and/or management of the building as a whole.

Bindu Gupta  
Zargua Lia

1.6 **BUILT UP SPACE** - shall mean the space in the building available for independent use and occupation inside the flat/unit including the walls of the said flat/unit.

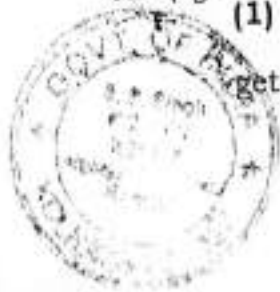
Mamoni Pandit  
Julekha Parbhit

1.7 **OWNERS ALLOCATION** - shall mean shall get 32% of construction of the \_\_\_\_\_ side i.e. 1835 square feet FAR of each floor of the G+4 storied building i.e. following manner

Mamoni Pandit  
Julekha Parbhit

(1) **SMT. BINDU GUPTA**, wife of Sri Mukesh Kumar Gupta, will

get 32% construction of the 4th Floor, North East Corner Flat side <sup>area</sup> which is.



27 FEB 2017

measuring about 1040 square feet having ~~super~~ built up area, and also 4th floor, South west Corner flat, measuring area about 795 square feet (built up)  
(2) ZARQUA ZIA, wife of Md. Kamal Ahmad, will get 32%

construction <sup>area</sup> of the 1st floor, North East Corner side, i.e. <sup>flat which</sup> measuring area and also 1st floor flat south west corner flat measuring area about 795 about 1040 square feet having ~~super~~ built up area (3) SMT. <sup>soft</sup> built up,



MAMONI PANDIT, wife of Sri Samrat Pandit, will get 32%

construction <sup>area</sup> of the 2nd floor, North East Corner side <sup>flat</sup> i.e. which and also 2nd floor, South west corner flat, measuring area about 795 soft built up measuring about 1040 square feet having ~~super~~ built up area

(4) JULEKHA PARBHIN, wife of Abdul Bari, will get 32%

construction <sup>area</sup> of the 3rd floor, North East Corner side <sup>flat</sup> i.e. which and also 3rd floor, South west corner flat, measuring area about 795 sqft built up measuring about 1040 square feet having ~~super~~ built up area

and also garage space on the ground floor of the said building to be constructed according to the plan to be sanctioned by Borkola Gram Panchayet and/or any other appropriate authorities, including proportionate share of land common space morefully described in the second schedule hereunder.

The owners will get the Garage space of the 32% of the front portion and with back portion of the building and Developer will get the Garage space of 68% of the front portion of the building

1.8 DEVELOPER'S ALLOCATION - shall mean 68% <sup>rest portion</sup> constructed FAR of each floor, on the said building.

\_\_\_\_\_ side i.e. \_\_\_\_\_ square feet of the G+4 storied building and garage space to be constructed according to the plan to be sanctioned by concerned Borkola Gram Panchayet and/or any other appropriate authorities including proportionate share of <sup>and with back portion of the building</sup>

*Bindu Gupta*  
*Zarquya Zia*  
*Mamoni Pandit*  
*Julekha Parbhin*

*Bindu Gupta*  
*Zarquya Zia*

*Mamoni Pandit*  
*Julekha Parbhin*



27 FEB 2017

land and common spaces morefully described in the third schedule hereunder.

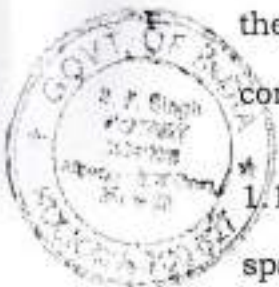
1.9 **ARCHITECT** - shall mean the person or persons who exclusively be appointed by the Developer for designing and planning including structure and supervision of the said building.

1.10 **BUILDING PLAN** - shall mean the G+4 storied plan to be sanctioned by the Borkola Gram Panchayet authorities and/or any other authorities and revised plan by giving effect to the alterations or modifications as may be made by the **DEVELOPER** according to law.

1.11 **TRANSFER** - with its grammatical variations shall include a transfer by possession and by any other means to be adopted for effecting what is understood as a transfer of unit in a multi storied G+4 building to the purchasers thereof although' the some may be not amount to a transfer in law.

1.12 **PURCHASE** - shall mean a person to whom any limit in the new building is to be transferred after taking appropriate consideration.

1.13 **UNIT** - shall mean the residential flat or Commercial space together with the proportionate share of land and common area of the new G+4 multi storied building proposed to be



*Bindu Gupta*  
*Zarguna Zia*

*Mamoni Pandit*  
*Julekha Parbhin*

27 FEB 2017

constructed at the said property including car parking space (open/covered) and/or garage.

1.14 **EXPRESSION** - imparting masculine shall include feminine and natural gender.

1.15 **WORDS** - imparting plural number shall include singular number as well as vice-versa.

**ARTICLE - II : COMMENCEMENT**

2.1. This Agreement shall come into effect immediately on execution of this present.

**ARTICLE - III : RIGHT, TITLE AND INDEMNITIES**

3.1. The OWNERS are absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said property and every part thereof more fully and particularly set out in the first schedule hereto.

3.2 The OWNERS are holding and the said property morefully described and mentioned in the FIRST Schedule below.

3.3 The entire of the said property is otherwise free from all, encumbrances, charges, liens, lispens, attachment, requisition, alignment and/or trust or whatsoever.

*Bindu Gupta*  
*Zargha Zia*

*Mamoni Pandit*  
*Julekha Parbhin*

27 FEB 2017

3.4 The OWNERS indemnify and agree to keep the DEVELOPER indemnified at all times from and against any claim, damage, loss or demand being made by any third party in respect of the said property thereby affecting the right, title, interest and possession thereof.

3.5 There is no proceeding initiated and pending by the Borkola Gram Panchayet Authorities and/or any other authorities regarding the existing construction or any part thereof.



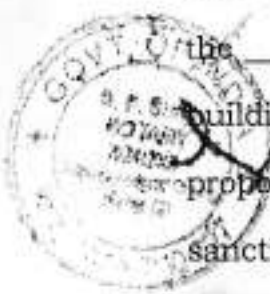
3.6 That the said property and/or any portion thereof is not subject and to any order of acquisition or requisition.

3.7 There is no existing agreement regarding the development or sale of the said property and that and all other arrangement shall stand automatically cancelled and this Development Agreement will prevail.

*Bindu Gupta  
Sargun Zia*

**ARTICLE IV OWNERS RIGHT AND OBLIGATIONS**

4.1 Owners shall get 32% constructed FAR of each floor on the \_\_\_\_\_ side \_\_\_\_\_ i.e. square feet of the G+4 storied building and car parking space on the ground floor of the said proposed building to be constructed according to the plan to be sanctioned by concerned Borkola Gram Panchayet and/or any other appropriate authorities including proportionate share of



*Mamoni Pandit  
Julekha Saebhin*

27 FEB 2017

land and common user of common spaces morefully described in Second Schedule hereunder.

4.2 The DEVELOPER with or without workmen shall be eligible to enter into the said property for the purpose of the soil testing, measurement, survey and/or preparation of the site plan of the said property without any obstruction demur or objection on the part of the Owners or any person/persons claiming right through or under them.

4.3 The Developer shall be entitled to prepare the plan and submit the same to concerned Borkola Gram Panchayet and/or any other appropriate authorities in the name of the Owners and the developer shall pay and bear all costs, fees for sanction of the plan, Architect's Fees and all other expenses required to be paid for obtaining the sanction of the plan for construction of the building at the said property. However, subject to Force majeure. Labour & Political unrest the Developer shall make sincere endeavour to construct and complete the new building/buildings and the common facilities and amenities strictly in accordance with the sanctioned plan of Borkola Gram Panchayet and/or any other authorities within a period of 36 (Thirty Six) months to be reckoned from the date of sanction of building plan by Panchayet and/or any other authorities, provided however if the



Bindu Gupta  
Kargua Zia

Momoni Pandit  
Julekha Parbhai

27 FEB 2017

circumstances so demand the Developer shall be entitled to an extension of Six months time for complication of construction of the proposed building.

4.4 The Owners hereby further agree and covenant with the Developer as follows :

- i) Not to cause any interference or hindrance in the construction of the proposed building at the said property by the Developer.



Not to do any act, deed or thing whereby the developer is prevented from selling, assigning, transferring or disposing of any portion of the developer's allocation in the proposed building subject to handing over the allocation as described in paragraph 1.7 above.

*Baindu Gupta*  
*Harqya Lion*

- iii) From the date of execution of this present no to let out, grant lease, mortgage or charge or in any way transfer or encumber the said property or any portion thereof without the consent in writing of the developer.



*Mamoni Pandit*  
*Julekha Parbhin*

27 FEB 2017



iv) To sign and apply for all deed, papers and documents, building plan, application and render all assistance as may be required by the developer from time to time concerning the said property which are necessary for its development.

v) To appoint the Developer as his constituted attorney with all powers and authorities to develop the said property in terms of this agreement and for that purpose to authorize the developer to sign all deeds, papers, documents, application for and on behalf in the name of the Owners and to further to empower and authorize the developer to present him before all Government, statutory and other authorities including al court of law and to do all acts and deeds for the development of the said property and to ultimate transfer of the individual unit constructed thereon.

*Bindu Gupta*  
*Karuna Zia*

*Mamori Pandit*  
*Julekha Parbhin*



4.5 The OWNERS shall at the costs of the DEVELOPER or its nominees execute and register deeds in respect of the saleable space of the Developer's Allocation in the new building in favour of the DEVELOPER and/or its

nominees and/or purchasers under the terms as herein agreed upon.

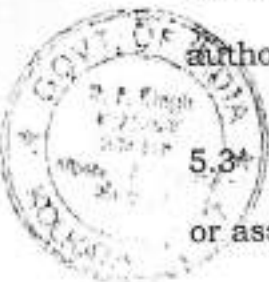
**ARTICLE - V : DEVELOPER'S RIGHT AND OBLIGATION**

5.1 To prepare and cause plan of the proposal new building to be sanctioned by the concerned authorities and to incur and bear all costs charges and expenses for preparation designing and obtaining sanction of the plan. The DEVELOPER at his own costs shall obtain all necessary permission and/or approvals and/or consent of the authorities for the construction of the new building, after the sanction of the plan.



5.2 The OWNERS do hereby allow subject to what has been hereafter provided to the DEVELOPER to build, construct, erect and complete the said building therein and to commercially exploit the same by entering into agreement for sale and/or transfer in respect of the developer's allocation in accordance with the plan to be sanctioned by Borkola Gram Panchayet and/or any other authorities with amendments and/or revision as may be sanctioned by the Borkola Gram Panchayet and/or any other authorities.

*Bindu Gupta  
Zargha Lia*



5.3 Nothing in these presents shall be construed as a demise or assignment or assignment or transfer by the owners of the said

*Mamoni Pandit  
Julekha Parbhin*

27 FEB 2017

premises or any part thereof to the developer or as creating any right, title and interest in respect thereof to the DEVELOPER other than a licence to the DEVELOPER to commercially exploit the said premises in terms hereof and to deal with the DEVELOPER'S allocation of the buildings to be constructed thereon in the manner and subject to the terms hereinafter stated. The DEVELOPER further undertakes to comply with the terms and conditions contained herein faithfully and shall deliver the Owner's Allocation to the owner within the stipulated time.

Developer shall not transfer or assign of any right of this agreement to third party without written consent of the Owners.

**ARTICLE - VI : CONSIDERATION**

6.1 In consideration of the OWNERS having agreed to permit the DEVELOPER to exploit the said property and construct, erect and complete the new building or buildings in accordance with the plan to be sanctioned by the concerned Borkola Gram Panchayet and/or any other authorities, the developer shall be entitled to its allocation as agreed therein.

6.2 To prepare and cause the said plan to be sanctioned and to incur and bear all costs charges and expenses for preparation

Bindu Gupta  
Zargha Zia  
Mamoni Pandit  
Julekha Parbhin

27 FEB 2017

designing and obtaining sanction for construction of G+4 storied building for the plan by the developer.

6.3 The aforesaid terms and other terms as embodied in this agreement are the consideration for grant of exclusive, right of the Developer for development of the said property. The DEVELOPER shall have no right, to claim for payment or reimbursement of any costs expenses or charges incurred towards the construction of the building save and except as mentioned in clause appearing hereinafter from the owners and shall be bound to cause such construction as would be agreed upon.



6.4 The OWNERS shall be exclusively entitled to their allocation.

6.5 The DEVELOPER shall be exclusively entitled to the DEVELOPER'S allocation in the proposed building with exclusive right to transfer or otherwise deal with or dispose of the same to the Purchasers by utilizing the general Power of Attorney as it will be given by the owners in favour of the Developer and the said Power of Attorney will subsist till the transfer of the entire Developer's Allocation to the intending Purchasers and the OWNERS shall not have any right claim or interest whatsoever therein or any part thereof and the OWNERS shall not in any way

*Bindu Gupta*  
*Larqna Zia*  
  
*Momoni Pandit*  
*Julekha Sachin*



27 FEB 2017

interfere with or disturb the Developer the peaceful possession and enjoyment of the DEVELOPER'S allocation.

6.6 Notwithstanding grant of power of attorney by the OWNERS in favour of the DEVELOPER or its nominee or nominees and delivery of possession of the said premises only for the purpose of construction of the new building no action of the DEVELOPER or its nominee or nominees or agents under the said power of attorney shall in any manner create any financial or any other liabilities or obligation of any kind whatsoever upon the OWNERS.



**ARTICLE - VII : SPACE ALLOCATION**

7.1 Owners shall get 32% constructed FAR of each floor the building and car parking space to be constructed according to the plan to be sanctioned by concerned Borkola Gram Panchayet and/or any other authorities including proportionate share of land and common user S of common spaces morefully described in Second Schedule hereunder.



7.2 The DEVELOPER shall have the exclusive right to deal with the DEVELOPER'S allocation of the newly constructed building in such manner and in transferring the DEVELOPER'S right and interest therein and/or part thereof without any right

*Bandu Gupta*  
*Mamoni Pandit*  
*Zargua Lia*  
*Julekha Farbin*

27 FEB 2017

and interest therein and/or part thereof without any claim or intervention whatsoever by the Owners and/or any person claiming right through or under them. The OWNERS shall at the request of the DEVELOPER be bound to execute and register all agreement for sale and/or other documents and also to present and execute and register, the sale deed as prepared by the DEVELOPER in favour its nominee or nominees in respect of the DEVELOPER'S allocation as envisaged in law or through the power of Attorney granted by the owners to the Developer. In any circumstances the owners shall have no right to revoke the Power of Attorney granted by the Owners to the Developer till the Sale of the entire Developer's allocation to the intending Purchasers. If before the Sale of the Developer's Allocation to the Intending Purchasers, the Owners revoke the said General Power of Attorney such revocation shall not be acted upon the Developer and the Developer shall have right to transfer the Developer's allocation to the Purchasers by virtue of the said Power of Attorney.



*Bindu Gupta*  
*Zargha Lia*

**ARTICLE - VIII : BUILDING**

The DEVELOPER shall its own cost construct, erect and complete the building and the common facilities and amenities at the said property in accordance with the plan to be sanctioned by



*Momoni Pandit*  
*Julekha Sarchhin*

27 FEB 2017

the Borkola Gram Panchayet authorities/other appropriate authorities with good and standard materials as mentioned in the Third Schedule hereunder.

8.2 The DEVELOPER shall be authorized in the name of the OWNERS to apply for and obtain quotations, entitlements and other allocation of or for cement, steel, bricks and other building materials allocable to the OWNERS shall execute in favour of the DEVELOPER or its nominee a Power of Attorney and other authorities as shall be required by the DEVELOPER from time to time.

**ARTICLE - IX : LEGAL PROCEEDINGS**

9.1 It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the DEVELOPER to defend all actions, suits and proceedings which may arise relating only to the work of development of the said premises and all costs, charges and expenses incurred for that purpose shall be borne and paid by the DEVELOPER.21

**ARTICLE - X : DEVELOPER'S INDEMNITY :**

10.1 The DEVELOPER do hereby undertake to keep the OWNERS indemnified against all third party claims and actions



*Bandu Gupta*  
*Largua Lia*



*Mamoni Pandit*  
*Julekha Farbhin*

27 FEB 2017

arising out of any sort of act or omission of the DEVELOPER in or relating to the construction of the said building.

**ARTICLE - XI: OWNERS' INDEMNITY**

11.1 The OWNERS shall keep the DEVELOPER and all persons claiming through or under them duly indemnified and kept harmless against any claim or demand of any nature arising out of or concerning the said premises, for all intents and purposes of this presents.

**ARTICLE - XII: MISCELLANEOUS**

The OWNERS and the DEVELOPER have entered into this agreement purely on principal to principal basis and nothing contained herein shall be deemed to construe a partnership between the DEVELOPER in any manner nor shall the parties thereto constitute an association of persons.

12.2 It is understood that from time to time in order to facilitate the construction of the building by the DEVELOPER various deeds matters and things not herein specified may be required to be done by the DEVELOPER and for which the DEVELOPER may need the authority of the owners and various applications and other documents may be required to be signed or made by the OWNERS relating to which specific provisions may

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*Mamoni Pandit*  
*Julekha Sachin*

27 FEB 2017



not have been mentioned herein. The OWNERS hereby undertake to authorize and empower the DEVELOPER in that matter and the OWNERS shall, execute all such additional power of attorney and/or authorizations in favour of the DEVELOPER or its nominee or nominees as may be required by the DEVELOPER for that all such acts deeds matters and things do not in any way infringe on the rights of the OWNERS and/or go against the spirit of this Agreement.



12.3 Any notice required to be given by the DEVELOPER shall without prejudice to any other mode of service available be deemed to have been served on the OWNERS if DELIVERED by hand with due acknowledgement or sent by registered post with acknowledgement due at the residence of the OWNERS and shall likewise be deemed to have been served on the DEVELOPER if delivered by hand or sent by registered, post to the Registered Office of the DEVELOPER.

*Bindu Gupta*  
*Largya Zion*



12.4 The Owners and their agents shall frame a scheme for the management and administration of the said building or buildings and/or common part thereof. All purchasers shall be bound to abide by the rules and regulations of such management/society/association after sale of the developer's allocation.

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*Julekha Parbhin*

27 FEB 2017

12.5 The name of the building shall be decided by the Owners and DEVELOPER jointly.

12.6 Each party shall render to the other all reasonable information necessary to apply for and /or obtain all sanction, permission, clearance, approvals and/or authorization and shall do all such acts, deeds and sign such papers and documents as may be necessary to enable the Developer to collect and receive all types of sanction approval and clearance from concerned authorities or bodies and refunds or other payments or deposits made by the developer.



**ARTICLE - XIII: DOCUMENTATIONS**

13. All such documents of transfer including sale agreement and deed of conveyance in respect of the building shall be prepared, drafted and registered by the Advocate approved by the developer and the owners shall have no right to interfere with the same in any manner whatsoever, only in respect of the developer's allocation.

*Bindu Gupta*  
*Largua Zia*



**ARTICLE - XIV: FORCE MAJEURE**

14.1 The Owners / Developer shall not be responsible for breach of any of the terms and conditions herein contained and on the part of the Owners/Developer to be performed and

*Mamoni Pandit*  
*Julekha Farblen*

27 FEB 2017

observed if it is present and by any of the conditions herein below:-

- i. Fire.
  - ii. National Calamity
  - iii. Tempest
  - iv. Labour unrest
  - v. Local problem and/or local disturbance.
  - vi. Any prohibitory order from the Court, Kolkata Municipal Corporation and other authorities.
- Any other unavoidable circumstances beyond control of the owners/developer.

**ARTICLE - XV DISPUTES REDRESSAL**

All disputes arising between the parties concerning and relating to and arising out of this agreement and/or interpretation thereof and/or any act or omission of the parties hereto shall first be attempted to be amiably resolved within a reasonable time by the parties inter failing which the same shall be referred for adjudication through arbitration. Each party shall be eligible to nominate its own arbitrator and the arbitration so nominated shall appoint a third arbitrator which shall constitute the arbitral tribunal and such arbitral tribunal shall proceed for adjudication of the matter as per provisions contained under the arbitration



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*Zarina Zia*

*Mozoni Pandit*  
*Julchha Parbhin*

27 FEB 2017

and conciliation Act, 1996 and the rules framed thereunder or consequent amendments made and the sittings thereof shall be held at Calcutta and the language shall be used English.

The decision of the arbitral tribunal shall be final binding and conclusive according to law.

#### ARTICLE -XVI JURISDICTION

16.1 The Courts at Calcutta including the District Court, Midnapore shall have exclusive jurisdiction for adjudication of any dispute concerning and/or relating to and arising out of this agreement and/or implementation of any act by the parties hereto fully and particularly set out hi the first schedule hereto.



#### ARTICLE - XVII : APPLICABLE LAWS

17.1 The interpretation of this agreement and/or any acts and/or omission arising out of this agreement including the conduct of the parties shall be governed by the applicable laws for the time being in force in India and/or State of West Bengal including amendments and modifications from time to time.



#### FIRST SCHEDULE ABOVE REFERRED TO

**ALL THAT** piece and parcel of land measuring about 24 decimals situate and lying at Mouza- Jharia, J.L. No.208, P.S. Kharagpur

*Bindu Gupta*  
*Largya Lian*

*Mamori Pandit*  
*Julekha Parebin*

27 FEB 2017

under R.S. Khatian No.77, L.R. Khatian No.142, New L.R. Khatian Nos.366 (Smt. Mamoni Pandit), 367 (Julekha Parbhin), 368 (Zarqua Zia) and 369 (Smt. Bindu Gupta) Dag R.S. & L.R. No.296, District-Paschim Medinipore under Borkola Gram Panchayet by dint of a Registered Deed of Sale dated 20<sup>th</sup> day of May, 2013 registered in the Office of A.D.S.R., Kharagpur, Paschim Medinipore, which is butted and bounded as follows:-

**ON THE NORTH** : Siba Prasad Senapati (Plot No.296);  
**ON THE SOUTH** : Ruisonda Mouza and Drain;  
**ON THE EAST** : Abdul Bari;  
**ON THE WEST** : Land of Loknath Senapati (Plot No.296);



*Bindu Gupta*  
*Zarqua Zia*

**SECOND SCHEDULE ABOVE REFERRED TO**

**OWNERS' ALLOCATION**

Owners shall get 32% constructed FAR of each floor of the building i.e. shall mean shall get 32% of construction <sup>area</sup> of the side i.e. 1835 square feet FAR of each floor of the G+4 storied building i.e. following manner (1) **SMT. BINDU GUPTA**, wife of Sri Mukesh Kumar Gupta, will get 32% construction <sup>area</sup> of the 4<sup>th</sup> floor, North East Corner Flat <sup>which</sup> side i.e. measuring



*Mamoni Pandit*  
*Julekha Parbhin*

27 FEB 2017

and 4th floor, South West Corner flat, measuring area about 795 sqft built up about 1040 square feet, having super built up area (2)

ZARQUA ZIA, wife of Md. Kamal Ahmad, will get 32% construction of the 1st floor, North East Corner side, i.e. measuring <sup>area</sup> and on the 1st floor South West Corner flat, measuring area about 795 sqft built up about 1040 square feet having super built up area (3) SMT.

MAMONI PANDIT, wife of Sri Samrat Pandit, will get 32% construction of the 2nd floor, North East Corner flat side i.e. <sup>area</sup> and also on 2nd floor South West Corner flat, measuring area about 795 sqft (built up) measuring about 1040 square feet having super built up area (2)

(4) JULEKHA PARBHIN, wife of Abdul Bari, will get 32% construction of the 3rd floor, North East Corner flat side i.e. <sup>area</sup> and also 3rd floor South West corner flat, measuring area about 795 sqft (built up) measuring about 1040 square feet having super built up area (2)



and car parking space to be constructed according to the plan to be sanctioned by the concerned Borkola Gram Panchayet and/or any other appropriate authority including proportionate share of land and common user of common spaces.

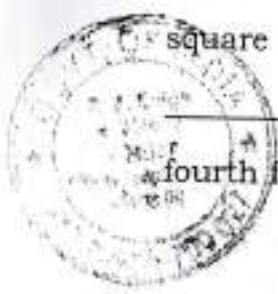
The owners will get the garage space 32% of the front portions and with back portion of the said proposed building and the Developer will get 68% of the garage space of the back side of Building.

**THIRD SCHEDULE ABOVE REFERRED TO**

**(Developer's Allocation)**

ALL THAT Developer shall get 68% constructed FAR of each floor of the building i.e. first floor \_\_\_\_\_ square feet, \_\_\_\_\_ side, second floor \_\_\_\_\_ square feet, \_\_\_\_\_ side, third floor \_\_\_\_\_ square feet, \_\_\_\_\_ side, and fourth floor \_\_\_\_\_ square feet, \_\_\_\_\_

Mamoni Pandit  
Julekha Parbhin



27 FEB 2017

side, and car parking Space to be constructed according to the plan to be sanctioned by the concerned Borkola Gram Panchayet and/or any other appropriate authority including proportionate share of land and common user of common spaces.

**FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Specification for construction of flat)**

1. **FOUNDATION & STRUCTURE** : R.C.C. frame structure.
2. **BRICK WORK** : All external walls will be of 8"/1<sup>st</sup> class brickwork and all internal wall will be 5"/3" brick as per specification.

**FLOORING** : Bed room, dining room and drawing room are Verified Ceramic tiles. Staircase is marble.

4. **DOOR** : Wooden frame and flush door.
5. **WINDOW** : Steel window with glass fittings.
6. **WALL** : Inside wall shall be finished with plaster of paris.

**TOILET** : Walls with Glazed Titles upto 5' feet with scating height over Concealed water Pipelines, Hot and cold arrangements. Bath room floor, main door wooden,

Pandu Gupta  
Zargya Zia

Mamoni Pandit  
Julekha Parbhin



27 FEB 2017

flush doors in bedrooms vitrified anti-skid tiles. All fittings will be with standard quality materials.

8. Porcelain EWC Commode, Washbasin with fittings of White colour of cera.

9. **ELECTRICALS** : Concealed copper wiring.

All fittings and points for lighting, fans, freeze, micro, geyser, chimney, AC meter line of Anchor quality and ISI branded.

Separate meter in the name of the Owners should be provided at the cost of owners.



**KITCHEN** : Cooking platform shall have black stone with stainless sink. Choice able Ceramic Tile 2.5' feet above cooking platform.

11. **ROOF** : The roof to be coated with water proofing compound.



**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(Common Parts and Portions)**

*Bindu Gupta*  
*Zargana Liza*

*Mamoni Pandit*  
*Julekha Parbhin*

27 FEB 2017



1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the units to drains and sewers common to the property.
4. Boundary walls of the premises including outer side of the walls of the building and main gates.
5. Water pump and motor with installation.



Water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.

7. Electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding these as are installed for any particular unit) and spaces required therefore.



*Bindu Gupta*  
*Karuna Zia*

*Mamoni Pandit*  
*Julekha Parbhen*

27 FEB 2017

8. Windows/door/grills and other fittings of the common area of the property.
9. Generator if any, its installations and its allied accessories and room.
10. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said premises and/or the building as are necessary for passage to or use and occupancy of the units as are necessary.

*Bindu Gupta*  
*Largua Zia*



There will be a lift for common use in the building, (as per developer's choice).

*Mamzoni Pandit*  
*Julekha Farbhin*

12. A part of the ten-ace/ultimate roof will be covered by colour on sheer for common use and beautification as per developer choice.



27 FEB 2017

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

In the presence of

WITNESSES:

1.

- 1. Bindu Gupta
- 2. Zarqua Zia
- 3. Mommori Pandit
- 4. Julekha Parbhin



Signature of the Owners

2. Rabeindar Nath, S/o. Laha.  
 870 Lt. Dhananjay Saha  
 7/885, Kalighat Road  
 P.O. Kalighat, Kal-700026

RAMKRISHNA ENTERPRISE  
 Tonit T. Mukherjee  
 Proprietor

Signature of the Developer

Signature of the Applicant or  
 proper Id. to be filed at  
 Aligarh Judges' Court, Kal-700027  
 under Notaries Act, 1952

*[Signature]*  
 (S.P. Singh)  
 Notary Govt. of India  
 Reg. No. 2001/2001

Drafted by me

*[Signature]*

Advocate



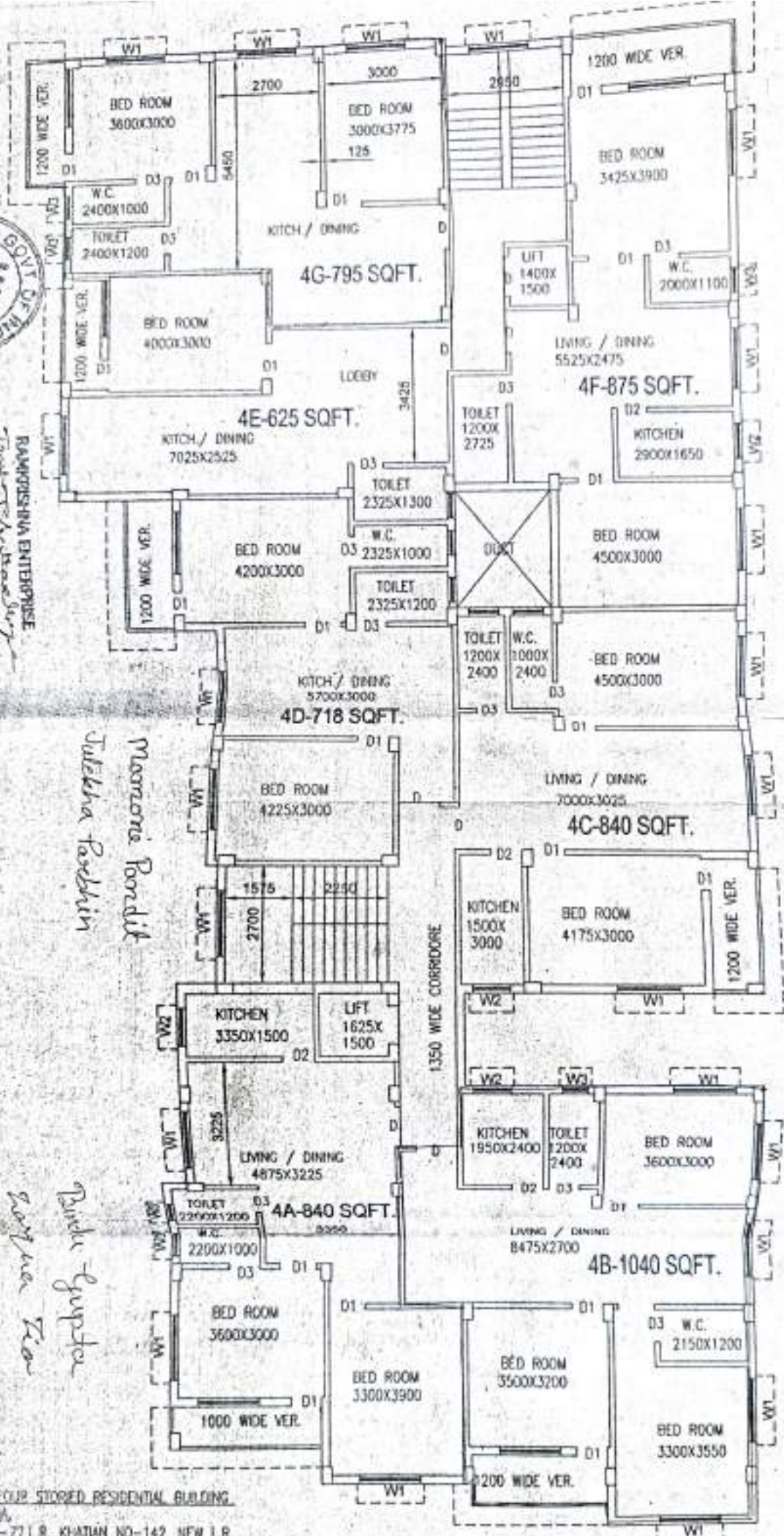
27 FEB 2017



RAMKISHAN ENTERPRISE  
 Ramkishan Enterprises  
 Pune

Mamoria Road  
 Julekha Parkin

Bank - Gupta  
 Sanyal Row



PROPOSED 64 FOUR STORED RESIDENTIAL BUILDING  
 AT MIDC, AHMEDA  
 P. NO. 104/105/106-271, P. KHATAN NO-142, NEW I.P.  
 KHATAN NOS. 369, 367, 368, 369, R.S. DAG AND L.R. NO-296.  
 DISTRICT: PUNE, MUMBAI  
 UNDER THE URBAN GRAM PANCHAYAT.

**FOURTH FLOOR PLAN TOTAL FLOOR AREA-5733 SQFT.**

The 27 FEB 2017 DAY OF 27 FEB 2020

PAPER WRITINGS 'A'  
&  
THE RELATIVE  
NOTARIAL CERTIFICATE



**Suresh Prasad Singh**  
Advocate  
Alipore Criminal / Judges Court

27 FEB 2017



**NOTARY**  
Government of India  
Regd. No. 2024/2001

Alipore Judges Court  
Alipore Criminal Court  
District Bar Association  
Phone : 2479 1477  
Mobile : 9674265120

Residence :  
M 110/B, Trenching Ground Road,  
Kolkata - 700 024