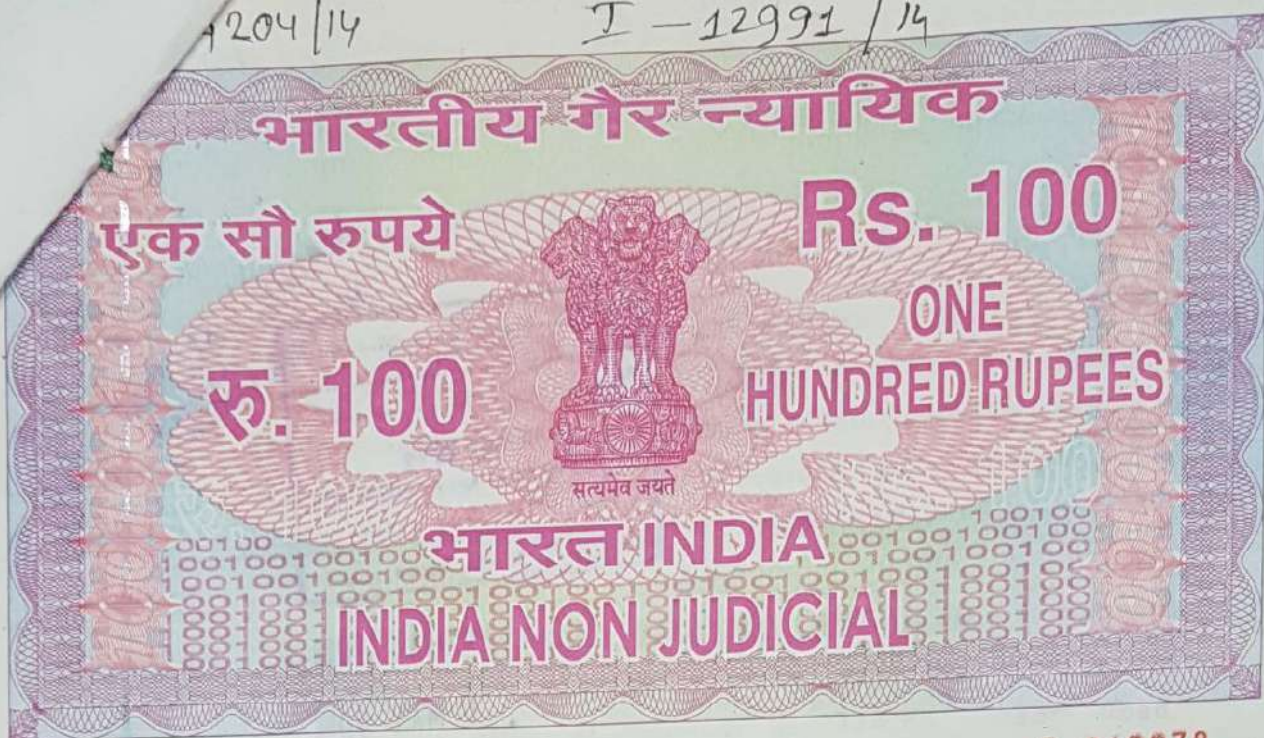


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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

S 862938

Certified that the document is admitted to registration. The Signature Sheet and endorsement Sheets Attached to the document are the parts of the document.

Additional District Sub-Registrar
Coochibere, Dum Dum, 24 Pgs. (North)

6 DEC 2014

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on their the 16th day of December, Two Thousand Fourteen.

BETWEEN

SMT. SIKHA SHAW, wife of Late Ajit Shaw daughter of Late Radhika Mohan Das, by Religion - Hindu, by Occupation - Housewife, By Nationality - Indian, residing at 62 (new 153), Kalipada

Contd..P/2.

Contd..P/3.

(2)

Samanta Nagar, Bangur Avenue, Police Station - Lake Town, Kolkata - 700 055, hereinafter called the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

AND

POROSHPATHOR REALCON PVT. LTD., a company incorporated under the provisions of Companies Act, 1956, having its registered office at Premises No.932A/83, Jessore Road, Nilkusum Apartment, Ground floor, Police Station - Lake Town, Kolkata - 700 089, represented by its Director namely **SRI SUSANTA SUR ROY**, son of Late Niranjan Sur Roy, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at "Ashirwad" of 543, Swamiji Sarani, Police Station - Lake Town, Kolkata - 700 048, hereinafter referred to as the "**DEVELOPER**" (which terms or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successor-in-office or successors, legal representatives, and assigns) of the **SECOND PART.**

WHEREAS by a Cobala dated 29th day of February, 1964, Registered at the office of the Sub Registrar Cossipore, Dum Dum, being recorded in Book No.I, Volume No.27, at Pages No.74 to 78 thereof as Being No.1168, for the year 1964, one Smt. Bedana Bala Das alias Dassi, purchased the property ALL THAT piece or parcel of bastu land measuring an area 3 (three) Cotthas 8 (eight) Chittaks, more or less, lying and situated at Premises No.21/A, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under C.S. Khatian no.423 corresponding to R.S. Khatian No.843, Police Station - Dum Dum, Kolkata - 700030, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), from Niranjan Kumar Das, the Vendor therein, for valuable consideration as mentioned therein, morefully and particularly described in the Schedule thereunder written.

AND WHEREAS by a Deed of Gift, Dated 16.12.2014, registered at the Office of the Additional District Sub-Registrar, Cossipore Dum Dum, District - 24-Parganas (North), recorded in Book No.1, as Being No..12990.., for the year 2014, the said Smt. Bedana Bala Dasi, the donor therein, out of love and affection as mentioned therein granted, conveyed and transferred her property being ALL THAT piece or parcel of bastu land measuring an area 3 (three) Cotthas 8 (eight) Chittaks, more or less, togetherwith tiles shaded structure measuring area 220 (two hundred twenty) square feet, more or less, lying and situated at Premises No.21/A, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under C.S. Khatian no.423 corresponding to R.S. Khatian No.843, Police Station - Dum Dum, Kolkata - 700030, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), in favour of her daughter namely Smt. Sikha Shaw, wife of Late Ajit Shaw daughter of Late Radhika Mohan Das, by Religion - Hindu, by Occupation - Housewife, By Nationality - Indian, residing at 62 (new 153), Kalipada Samanta Nagar, Bangur Avenue, Police Station - Lake Town, Kolkata - 700 055, the donee therein, absolutely and forever, morefully and particularly described in the Schedule thereunder written.

AND WHEREAS by virtue of said deed the owner herein became sole and absolute owner of the property being ALL THAT piece or parcel of bastu land measuring an area 3 (three) Cotthas 8 (eight) Chittaks, more or less, lying and situated at Premises No.21/A, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under C.S. Khatian no.423 corresponding to R.S. Khatian No.843, Police Station - Dum Dum, Kolkata - 700030, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North) and thereafter mutated her name in the records of the South Dum Dum Municipality and obtained a Municipal Holding No.32, S.K.B. Sarani, Police Station - Dum Dum, Kolkata - 700030, in ward No.17, as absolute owner thereof.

(4)

AND WHEREAS the Owner herein declares that the land hereunder agreed to be developed is free from all encumbrances, charges, liens and attachments, and there is no notice in existence respecting acquisition or requisition thereof by any Governmental or Semi Governmental Authorities or statutory or any other authorities, in fact.

AND WHEREAS the Owner have further assured to the Developer that the land described in the FIRST SCHEDULE hereinafter written or any part thereof is not vested with the Government of West Bengal and the same is not mortgaged anywhere either with any Bank or Financial Institutions or any Company or any government office or to any person by the Owner or by the predecessor-in-title of the Owner.

AND WHEREAS the owner herein decided to develop their property and offered to the developer herein and both the parties herein agreed the same and the said interalia property being ALL THAT piece or parcel of bastu land, measuring an area 3 (three) Cotthas 8 (eight) Chittaks, more or less, lying and situated at Premises No.21/A, Sahid Khudiram Bose Sarani, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under C.S. Khatian no.423 corresponding to 843, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), Additional District Sub-Registrar Cossipore, Dum Dum, morefully and particularly described in the FIRST SCHEDULE hereunder written.

AND WHEREAS pursuant to the said proposal of the developer the party of the Second part, and the Owner, the party of the First part herein have agreed to cause to effect construction of a Multi-storeyed building upon the aforesaid plot of land for consideration as described hereinafter in details and the Developer, the party of the Second Part hereto has agreed to develop the said plot of land constructing a Multi-storeyed building thereon as per terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows:—

ARTICLE - I: DEFINITIONS

Unless it is repugnant to or inconsistent with the context of these presents:—

1. **OWNER** shall mean **SMT. SIKHA SHAW**, wife of Late Ajit Shaw daughter of Late Radhika Mohan Das, by Religion - Hindu, by Occupation - Housewife, By Nationality - Indian, residing at 62 (new 153), Kalipada Samanta Nagar, Bangur Avenue, Police Station - Lake Town, Kolkata - 700 055.
2. **DEVELOPER** shall mean **POROSHPATHOR REALCON PVT. LTD.**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at Premises No.932A/83, Jessore Road, Nilkusum Apartment, Ground floor, Police Station - Lake Town, Kolkata - 700 089, represented by its Director namely **SRI SUSANTA SUR ROY**, son of Late Niranjan Sur Roy, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at "Ashirwad" of 543, Swamiji Sarani, Police Station - Lake Town, Kolkata - 700 048.
3. **SAID LAND** shall mean the land morefully and particularly described in the *FIRST SCHEDULE* hereunder written.
4. **ARCHITECTS** shall mean the Architect to be appointed by the Developer, or such other Architect during the material time of construction of the proposed building or process or progress thereof being appointed by the developer only.
5. **BUILDING/PREMISES** shall mean Multi-storeyed building to be constructed upon the said lands in accordance with the building plan required to be duly sanctioned by the South Dum Dum Municipality with all its variations, (morefully and particularly described in the *SECOND SCHEDULE* hereunder written).
6. **COMMON EXPENSES** shall mean and include the cost of operating, up-keeping and maintaining the building to be constructed as aforesaid as and when required in connection with common services and facilities relating to the building, and

- other expenses payable in respect thereof or incidental thereto as fully described in the THIRD SCHEDULE hereunder written.
7. **UNDIVIDED SHARE** shall mean the undivided variable and impartible proportionate share in the lands attributable and allocable to any unit/units within the building as aforesaid to be determined in relation to the area of the respective unit/units.
 8. **BUILDING PLAN** shall mean the plan sanctioned by the South Dum Dum Municipality Vide building plan No.417 dated 11-07-2014.
 9. **TRANSFER** with its grammatical variations shall include a transfer by possession and by other lawful means adopted for effecting transfer interalia of flats/units in the Multi-storeyed building to be constructed under the project and interalia relate to transfer of the Developer's part or share of constructed areas within allocation meant for the developer or their nominee or nominees, if any, in the building to be constructed or portions of portions thereof to the intending purchasers thereof.
 10. **TRANSFEREES** shall mean the purchaser to whom any flat and/or other space or spaces in the said building will be transferred.
 11. **UNITS** shall mean flats, carparking and other spaces within the building on or at the said premises, each of them being part thereof, in fact.
 12. **SUPER BUILT-UP AREA** : shall mean and include in relation to the said Unit or any other unit, according to the context, the built-up/plinth area of the concerned Unit, including the thickness of the external and internal walls thereof and columns therein, (in case any wall or column be common between two Units one half of the area covering such wall or column shall be included in the area of each such Unit/Flat as part or portion

thereof) together with proportionate share respecting such unit in staircase, and landing, adding further thereto minimum 25 (twenty five percent) of the said area being the area meant for arrangement relating to common services touching the roof, supply of water through overhead tank, sewerage, motor pump etc. included in common services to be rendered to the purchaser alike the other purchasers of different units within the building at the premises as aforesaid.

ARTICLE : II

1. **OWNER SHARE OR ALLOCATION** : Owner will get two self contained finish flats of constructed area of the proposed multi-storeyed building including *proportionate share of stair case and corridor area*, in forms of:
 - a) *One flat being No.3A, on the Third floor, measuring super built-up area 800 (eight hundred) square feet, more or less, the said measurement included proportionate share of stair case and corridor area.*
 - b) *One flat being No.3B, on the Third floor, measuring super built-up area 800 (eight hundred) square feet, more or less, the said measurement included proportionate share of stair case and corridor area.*

The aforesaid flats, as contained in the building, lying situated Premises No.21/A, Sahid Khudiram Bose Sarani, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), Togetherwith undivided proportionate share relating to the Owner allocation in the said lands whereon the said building shall be constructed as well as that of all common areas and facilities mentioned in the THIRD SCHEDULE hereunder written, togetherwith common expenses and maintenance mentioned in the FOURTH SCHEDULE hereunder written, togetherwith guidance and restriction mentioned in the FIFTH SCHEDULE hereunder written.

2. **DEVELOPER'S SHARE AND ALLOCATION** shall mean and include remaining constructed area of the proposed building included proportionate share of stair case and corridor area, as contained in the building, lying and situated at Premises No.21/A, Sahid Khudiram Bose Sarani, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), as agreed to be constructed under the project comprising different Flats, garage, carparking and other spaces therein, togetherwith undivided proportionate share in the said land whereon the said building shall be constructed with right to use the common portion thereof, and/or facilities within the said building, and/or the said land, excluding the Owner share and allocation therein as mentioned above, hereinafter referred to as the Developer's Allocation.

Subject to Owner having her allocation or share or part in the covered areas togetherwith proportionate staircase and corridor area within the building togetherwith their proportionate share respecting the same the Owner do hereby grant exclusive right to the developer to construct at their cost as agreed a Multi-storeyed building on the said plot of lands, morefully and particularly described in the **FIRST SCHEDULE** hereunder written, and also authorise the developer herein to sell their portion within their allocation to the intending purchaser or purchasers to be selected by the Developer herein only being reckoned as their nominee or nominees as well.

ARTICLE III BUILDING

1. The Developer, as agreed shall at their own cost and expenses construct at the said premises a Multi-storeyed building according to the specification mentioned in the **SIXTH SCHEDULE** hereunder written the plan so to be sanctioned by the South Dum Dum Municipality. The building to be constructed shall be of good standard quality building materials and workmanship, without using substandard materials, and all such specifications, materials, fixtures and fittings as shall be required therefor.
2. Subject to approval of the Developer, and that of qualified Architect as shall be engaged by the developer for construction of the building under the project such building materials being

approved by the developer the approval thereof by the developer's architect shall be final and binding on the parties. Any of such materials, however, shall not be of low or inferior quality the user whereof may cause defect or damage to the building under the project so that the proposed building does not suffer from any defect or damage for user or application of substandard building materials.

3. The Developer shall install and erect in the said Multi-storeyed building at their own cost and expenses soil-test pumps for safety, water storage tanks and overhead reservoirs togetherwith other arrangements as shall be required to be provided in the building containing flats, Carparking and other spaces to be constructed in connection with the same being permitted by Municipality concerned.
4. The Developer shall at their own cost and expenses and without creating any financial or other liability upon the Owner shall construct and complete the Multi-storeyed building upon the aforesaid land.

ARTICLE IV DEVELOPER'S OBLIGATION

1. The Developer hereby agrees and covenants with the Owner not to transfer or assign the benefits of this Agreement or any part thereof without the consent in writing of the Owner. No consent shall be required from the Owner on the part of the Developer to transfer and assign the benefit of the Developer's allocation as mentioned above to the intending purchaser or purchasers thereof.
2. The Developer hereby agrees and covenants with the Owner not to do any act, deed, or thing whereby the Owner may be prevented from enjoying or selling/assigning, and/or disposing of any of the portions within the Owner allocation in the building.
3. The Developer hereby declares that the proposed building shall be completed within 30 (*thirty*) months from the date of delivery vacant peaceful khas possession by the owner to the developer.
4. It is agreed that in the event of any damage or injury arising out of accidents resulting from carelessness of the workmen or others, victimizing such workmen or any other persons whatsoever or causing any harm to the property during the

course of construction of the Multi-storeyed building under the development project the Developer shall have all the responsibility, and liability therefor, and shall keep the Owner, legal heirs, their estate, and effects safe, and harmless agreeing to indemnify all claims, damages, rights and actions in respect of such eventualities.

5. The Owner shall not be responsible for any Income tax and any other taxes in respect of the Developer's allocation in the proposed building.
6. The Developer undertakes to deliver the portion under allocation of the Owner before disposal of any other portions, the Owner having the right of the first instance in such respect, provided, however, that upon completion of the building in every details and upon notice as shall be issued by the developer requiring the Owner to take delivery of possession of their allocation if for any reason the Owner fails to do so within thirty days from the date of issuance of such notice the same shall not stand as a bar to the developer's making delivery of the portion within their allocation or any part thereof unto others according to their will or to dispose of any portion out of their allocation to any intending purchaser or purchasers thereof.

ARTICLE - V OWNER OBLIGATIONS

1. The Owner will pay all outstanding dues relating to Municipal and B.L.&L.R.O. mutation and other expenses payable in respect of the said land till the date of sanction of the building plan or handing over of the land whichever is latter.
2. The Owner will undertake to deliver vacant and peaceful khas possession of the said land (morefully and particularly described in the FIRST SCHEDULE hereunder written) to the developer.
3. The Owner have agreed to sign the building plan so to be prepared by the Architect appointed by the Developer for submission to the South Dum Dum Municipality for necessary sanction thereof. The Owner will authorise the Developer to do and perform all works and to sign all papers and documents including the building plan as would be necessary for sanction

- of the building plan by executing necessary power of Attorney or any indenture relating to the same in favour of the Developer.
4. Subject to the preceding clauses the Owner hereby grant, exclusive, licence and permission to the Developer to construct, erect and complete the proposed building on the said land in accordance with the building plan to be sanction for construction of the building under the project.
 5. The Developer at their own cost shall submit the building plan before the South Dum Dum Municipality, appropriate Government and/or other authorities for sanction or approval of the plan required for the construction of the building on the premises, and pursue the same from time to time. The Developer shall comply with all the formalities require for all changes to be made in the building plan being required by the South Dum Dum Municipality, and other statutory authority, being Governmental or other authorities as aforesaid, and shall comply with requirements for any sanction, permission, clearance, or approval as aforesaid, subject to full co-operation of Owner therefor.
 6. The Developer shall be entitled to erect and/or construct the proposed building with rights to transfer or otherwise deal with or dispose of their allocation or portions thereof, and the Owner shall not in any way interfere with or disturb, quiet and peaceful possession of the Developer's allocation, mentioned as aforesaid.
 7. The Owner hereby agree and convent with the Developer not to cause any interference or hindrance to the construction work of the said building by the developer on the said plot of land.
 8. The Owner hereby agree and convent with the Developer not to Sell, let out, grant, lease, mortgage, encumber, and/or charge the said plot of land or any portion thereof.
 9. The Owner undertake that during the continuance of this agreement they will not enter into any Development or Sale agreement with any third party in respect of the said lands or any portion thereof.
 10. The Owner further will not be entitled to claim any area and/or amount of sale proceeds of the Developer's allocated portion mentioned above, nor shall be entitled to claim any share in

the amount of sale proceeds from intending purchaser or purchasers of the Developer's allocation or portions thereof as may be received by the Developers as constituted Attorney of the Owner herein.

11. The developer shall be entitled to fix sign boards on the said property for advertisement, and insertions in news papers and other advertising media for making the project known to the public and both the parties herein shall jointly choose a name for the Multi-storeyed building to be constructed under the project it being so agreed by the parties hereto.
12. It is agreed that the developers shall be entitled to enter into any agreement for sale in respect of Developers allocations to different prospective buyers thereof, and to sell out portions thereunder in the shape of flats, carparking and other spaces to the prospective buyers against such monetary consideration which shall be determined solely by the developer, and in such matters and in the matter, of receipt of bookings and/or earnest monies from the intending buyers of any portion within the developer's allocation or of different portions within the allocation of the developer the Owner shall not interfere in any manner whatsoever.
13. The Owner without any just reason will not be entitled to repudiate, rescind, and/or cancel this development agreement and the registered general power of attorney as has been executed by the Owner simultaneously with the execution hereof during the period of completion of the development project, or act against terms hereof during the period of construction and/or completion of the building as envisaged hereunder and/or that of disposal of the portion under the allocation of the developer as agreed by way of transfers, ~~and/or till completion of such development project as a whole.~~
14. The Owner will execute a registered Power of Attorney authorising the Developer herein to appoint Architect, Labour, and to obtain electricity, Water, Sewerage, Drain from the South Dum Dum Municipality, and C.E.S.C., and to sign building plan, or any agreement for sale, deed of conveyance or conveyances,

and/or deeds for transfer of the Developer's allocation within the building, or any part thereof to intending purchaser or purchasers, who shall be nominated by the developer herein subject to the conditions that developer full fills all the obligation and condition as per the agreement.

15. Simultaneously with the execution hereof the Owner herein handover all original documents relating to the land morefully and particularly described in the First and Second Schedule hereunder written, to the developer herein and the developer herein will return the said documents to the Owner or Association within the building after satisfaction of the development agreement as envisaged.
16. The Owner will undertake to the developer to obtain the Mutation Certificate from the BL&LRO in their favour at their own cost and expenses within thirty days from the date of execution hereof.

ARTICLE VI OWNER RIGHT

That Owner shall be entitled to transfer and otherwise deal with the Owner allocation of the building to any person/persons and intending purchaser or purchasers in the manner they likes.

ARTICLE VII DEVELOPER'S RIGHTS

1. The Developer will hold and possess the said plot of land as exclusive licensee, and shall have authority to construct the building on the said plot of land as per building plan to be sanctioned by the South Dum Dum Municipality.
2. If any amendment or modification is required in connection with said building plan the same shall be done by the Developer at their own cost and expenses on behalf of the Owner and the Developer will pay and bear all fees including Architect's fees required to be paid or deposited for such amendment, and/or modifications of the building plan, if necessary, provided, however, that such amendments or modifications would not prejudice the Owner in any manner whatsoever.
3. The Developer shall be entitled to enter into agreement with the intending purchaser or purchasers for selling Developer's

allocation within the building to be constructed under the project or portion thereof containing flats/units etc., settling terms therefor with the prospective buyers therefor and the Owner may join and/or sign and execute such Agreements for sale of such flats/units as a necessary party without making any objection to enable the developer to sell their allotted portion together with undivided proportionate share in the lands below the same to the said intending buyers subject to requirements by the developer.

4. The Developer shall also be entitled to accept money by way of consideration price of the said flats/units from the prospective buyers in respect of Developer's allocated portion, and/or share in the said proposed building with Flats and Carparking spaces as referred to as saleable area, and can issue receipt in their name or on behalf of their firm name acknowledging such receipts in terms of this agreement without making the Owner liable or accountable for the same at any point of time.

ARTICLE VIII SECURITY DEPOSIT

The developer herein has pays to the Owner herein a sum of Rs.2,60,000/- (Rupees two lac sixty thousand) only towards refundable security deposit simultaneously with the execution hereof and the owner has acknowledge the receipt hereof as per memo hereunder written.

That the owner undertake to refund the said security deposit of Rs.2,60,000/- (Rupees two lac sixty thousand) only at the time of taken possession from the developer as owner's allocation mentioned as above.

ARTICLE IX MISCELLANEOUS

1. It is understood that from time to time 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 wherefor the Developer may need the authority, of the Owner and various applications and other documents may be required to be signed or made by the Owner

relating to which specific provisions may not have been made herein. The Owner hereby undertakes to do all such acts, deeds, matters and things, and, if necessary, shall execute necessary papers as may be required by the Developer for the purpose if the same do not in any way infringe and/or affect the rights and interest of the Owner in respect of the said plot and/or the Owner' allocation and/or do not go against the spirit of this Agreement.

2. Any notice required to be given by the Developer shall be deemed to have been served upon the Owner if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due and shall likewise be deemed to have been served on the Developer by the Owner if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due.
3. The Developer and the Owner will mutually frame scheme for the management and/or administration of the said building and/or common parts and facilities thereof and for due observance thereof by the intending purchaser or purchasers of different flats/units in the building to be constructed under the project including all its out goings like common maintenance, Municipal taxes, salaries payable to Darwan and sweepers, common electricity bills as against illumination of common passages, running of pump, operating of and repairs of sanitary installation, plumbing, pump, etc., and white wash, and other items required for due maintenance of the building and/or common services.
4. Any dispute or difference which may arise between the parties or their nominee or representative with regard to the construction, meaning, purport, and effect of this Agreement or any part thereof, or respecting the construction or any other matters relating to the construction shall be referred to the Court of Law for appointment of a arbitrator as per provision of Arbitration and Conciliation Act, 1996, including its statutory modification and re-enactment.
6. If the Developer herein gets further sanction of construction over and above the floor, i.e. Fourth floor in such an event the

developer will have authority to make further construction over the roof of the building in that event Owner will not raise any objection or obstruction or any claim thereto in any manner whatsoever.

7. Owner herein undertake to sign cause to amalgamate as condition pertinent respecting execution hereof the plots adjacent to and/or around the plots the subject matter hereof.
8. That on due amalgamation of the plots as aforesaid construction shall be made thereon and the allocation or share of the Owner herein shall be provided as per details as aforesaid.

ARTICLE X INDEMNIFICATION BY THE OWNER

1. The Owner undertakes for indemnifying the developer in case of any unreasonable hinderance on her part as may stand as a bar to the developer's being entitled to the allocation in the building under the project the project being unreasonably obstructed by the acts and conducts of the Owner as against the provisions hereof declaring that the developer shall be entitled to the construction under the project and enjoy their allocation without any interference or disturbance subject to their performing, observing and/or fulfilling all the terms herein contained and/or the obligations hereunder to be performed by the developer.
2. The Owner further undertakes to indemnify the developer in case the developer suffers any loss for in defect in their title to the property or for charges or encumbrances thereon in any manner whatsoever, declaring that neither they nor their predecessors, predecessors-in-interest ever executed any instrument in respect of the Developer's allocation under this agreement, and if there be such instrument will have no force and will not entitle the Owner at all and/or her legal representatives to take advantage thereof in any manner whatsoever.

ARTICLE XI INDEMNIFICATION BY THE DEVELOPER

1. The Developer hereby undertakes not to make the Owner liable for, and to compensate their for and/or against all third party's claims and actions resulting from any act or conduct or omission or commission of offence touching construction of the said building.

Contd..P/17.

2. The Developer hereby undertake to indemnify and keep the Owner indemnified from and against all actions, suits, costs, proceeding and claims and demands that may arise touching the allocation of the Owner or that of the developer in connection with development work involved in the project interalia inclusive of construction of the building thereunder and/or any defect therein as may result in such consequences causing the Owner to suffer therefrom in any manner whatsoever.

ARTICLE XII FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent of their performance of relative obligations herein being prevented by the existence of force majeure which shall remain suspended for the time being, entitling them to be suspended from their such obligations during the duration of the force majeure.
2. Force majeure shall mean earthquake, riot, war, storm, tempest, civil commotion etc. which may be beyond the control of any of the parties.

FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of bastu land measuring an area 3 (three) Cotthas 8 (eight) Chittaks, more or less, togetherwith tiles shaded structure measuring area 220 (two hundred twenty) square feet, more or less, lying and situated at Premises No.21/A, Sahid Khudiram Bose Sarani, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under C.S. Khatian no.423 corresponding to 843, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), Additional District Sub-Registrar Cossipore, Dum Dum, butted and bounded:—

ON THE NORTH	:	Haripada Das & Others;
ON THE SOUTH	:	Monoranjan Laha;
ON THE EAST	:	12'-0" wide Municipal Road;
ON THE WEST	:	Mohan Sether Jhil.

SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT Multi-storeyed brick-built messuage tenement hereditament and premises and/or building **TOGETHER WITH** the a piece or parcel of bastu land there unto belonging whereon or on Part whereof the same is erected and built building known as "**IDEAL ANGEL**" containing an area 3 (three) Cotthas 8 (eight) Chittaks, more or less, lying and situated at Premises No.21/A, Sahid Khudiram Bose Sarani, being Municipal Holding No.32, Sahid Khudiram Bose Sarani, in Mouza - Kalidaha, J.L. No.23, Resa No.16, G.D. No.1, C.S. Dag No.372 (p) & 373 (p) corresponding to R.S. Dag No.2791 under C.S. Khatian no.423 corresponding to 843, Police Station - Dum Dum, Kolkata - 700030, in Ward No.17, within the jurisdiction of the South Dum Dum Municipality, District - 24-Parganas (North), Additional District Sub-Registrar Cossipore, Dum Dum, butted and bounded:—

ON THE NORTH : Haripada Das & Others;
ON THE SOUTH : Monoranjan Laha;
ON THE EAST : 12'-0" wide Municipal Road;
ON THE WEST : Mohan Sether Jhil.

THIRD SCHEDULE ABOVE REFERRED TO:

THE OWNER AND THE INTENDING PURCHASER OR PURCHASERS ENTITLED TO COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE:—

1. Stair cases on all the floors.
2. Stair cases landing on all floors.
3. Main gate of the said building/premises and common passage and lobby on the Ground to Top floor.
4. Water pumps, Water Tank, Water pipes and overhead tank on the roof, and other common plumbing installations and also pump.
5. Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
6. Lighting in the common space, passage, staircase including electric meter and fittings.
7. Common Electric meter and box.
8. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular

floor) and space required therefor, common walls in between the unit being the flat and any other unit beside the same on any side thereof.

9. Windows, Doors, Grills and other fittings respecting the common areas of the premises.
10. Such other common parts, areas equipment, installations, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupation of the respective units.
11. Electrical Wiring, meters (excluding those installed for any particular **UNIT**).
12. GENERAL COMMON ELEMENTS and facilities meant for the said **'UNIT'**.
 - a) All private ways, curves, side-walls and areas of the said premises.
 - b) Exterior conduits, utility lines.
 - c) Public connection, meters, electricity, telephone and water owned by public utility or other agencies providing such services, and located outside the building.
 - d) Exterior lighting and other facilities necessary for upkeep and safety of the said building.
 - e) All elevations including shafts, shaft walls, machine rooms and facilities.
 - f) All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
 - g) The foundation, Corridor, Lobbies, Stairways Entrance and exists, path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said **'UNIT'**, side or interior load bearing walls within the building or concrete floor slabs except the roof slab and all concrete ceilings and all staircases in the said building.
 - h) Utility lines, telephone and electrical systems contained within the said building.

- i) The ultimate roof or terrace including structure in the said building will jointly be undivided property among the Owner, Developer and the other Owner—the intending purchaser or purchasers of different units, subject to limitation, if any, to their such rights, the purchaser or purchasers being together entitled to use and enjoy the ultimate roof and/or terrace with the Owner, Developer, other intending purchaser or purchasers without causing inconvenience to one another.

FOURTH SCHEDULE ABOVE REFERRED TO

**THE OWNER and INTENDING PURCHASER OR PURCHASERS
WITHIN THE BUILDING SHALL HAVE TO BEAR :—**

1. The expenses of administration, maintenance, repair, replacement of the common parts, equipments, accessories, common areas, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water, gas pipe, electric wirings, installations, sewers, drains, and all other common parts, fixtures, fittings and equipments, in, under or upon the building enjoyed or used in common by the Purchaser co-Purchaser, or other occupiers thereof.
2. The costs of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, and other parts of the building as shall be enjoyed or used in common by the occupiers of the said building.
3. Cost and charges reasonably required for the maintenance of the building and for keeping strict vigilance round the clock and other incidental expenses relating thereto.
4. The cost of decorating the exterior of the building.
5. The cost of repairing and maintenance of water pump, electrical installations, over lights, and service charges, and supplies of common utilities.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc.
7. Municipal taxes, Multi-storeyed building tax, if any, and other similar taxes save those separately assessed on the respective UNIT.

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8. Litigation expenses as may be necessary for protecting the right, title and possession of the land and the building.
9. Such other expenses as are necessary or incidental for maintenance, up-keep and security of the building, and Govt. duties, as may be determined by the flat and/or Unit Owner' Association, as shall be formed by the unit-Owner, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of the West Bengal Apartment Ownership Act and bye Laws thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.
10. The share of the purchaser or purchasers in such common expenses shall be generally proportionate in accordance with the liability of the unit hereunder sold as against the total amount as may be incurred in any of the heads of such expenses in accordance with the proportion of the area within the same as against the total area within the building to be covered thereunder.

FIFTH SCHEDULE ABOVE REFERRED TO

THE GUIDANCE RESPECTING POSSESSION AND/OR USER OF THE UNIT/FLAT INTER-ALIA SHALL INCLUDE THE IMPOSITIONS AND RESTRICTION AS UNDER :-

1. The purchaser or purchasers/Owner, and other occupiers, if any, of the building, shall not be entitled to use the aforesaid UNIT for the following purpose.
2. To use the said '**UNIT**', and roof or terrace or any portion thereof in such manner which may or is likely to cause injury, damage, nuisance, or annoyance to the Owner or occupiers of the other units, inclusive of flats, nor to use the same for any illegal or immoral purposes in any manner whatsoever.
3. To carry on or permit to be carried on upon the said '**UNIT**' any offensive or unlawful business whatsoever, nor to do or permit to be done anything in the said flat which may be illegal or forbidden under any law for the time being in force.
4. To demolish or cause to be demolished or damaged the said '**UNIT**' or any part thereof.

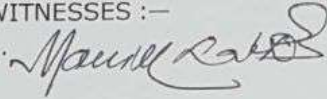
5. To do or permit to be done any act deed or thing which may render void or voidable any insurance of any flat, and/or unit, any part thereof, or cause any increase in premium payable in respect thereof.
6. To claim division or partition of the said land and/or the building thereon, and common areas within the same.
7. To throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown, or accumulated in the 'UNIT', or any portion of the building housing the same.
8. To avoid the liability or responsibility of repairing any portion, or any component part of the flat hereunder sold and transferred, or fittings and fixtures therein for storing water, swerages etc. in the event of such portion or part, or fixtures and fittings within the flat, and/or unit demanding repairs thereby causing inconvenience and injuries to other flat Owner as may be affected in consequence, nor to avoid obligation for giving free access to the flat or portion thereof to men, agents, masons, as may be required by the unit Owner' Association from time to time on request therefor by such Association.
9. To paint outer walls or portion of their flat, common walls or portions of the building, exclusive of the getup thereof, they being entitled to paint inside the walls and portions of their UNIT only in any colour of their choice.
10. To encroach any common portion of the building, jeopardy the user thereof, nor to encumber any of such portion in any manner whatsoever.
11. The purchaser of the UNIT together with other purchaser or Owner of the other flats shall must have the obligations to form an association of such unit Owner being members thereof for such purpose according to the provisions of Apartment Ownership Act. and bye Laws as amended upto date, the decisions of the said Association as per unanimous resolutions of the members thereof shall always be binding on the members, be that in relation to guidance of members, or maintenance, safety and security of the building or otherwise as shall be taken in the interest thereof.

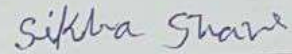
SIXTH SCHEDULE ABOVE REFERRED TO :SPECIFICATIONS

1. Structure - R.C.C. framed Structure with RCC columns & beams as per structural design approved by the competent authority. Out side brick wall 8" thickness inside partition wall 5" & 3".
2. Floor - Entire floor made of Ceramic Tiles finish.
3. Inside Walls - Finished with Plaster of Paris.
4. Outside Walls - Painted with cement based snowcem paint.
5. Electrical Wiring - Concealed with copper wire.
 - a) Bed Room - Two light points, One fan point, One 5A plug point.
 - b) Kitchen - One Light point, One Exhaust fan point.
 - c) Toilets - One light point and one exhaust point.
 - d) Verandah - One light point
 - e) Dining - One light point, One Fan point, one 5A socket, one 15A socket, provision for T.V. and Telephone Socket without cable or wiring.
6. Plumbing - Concealed PVC pipe lines in Toilets and kitchen, CP pillar cocks and bib cocks, Brass stop cocks, outside water lines exposed PVC pipe. PVC soil lines, PVC rain water lines, white porcelain.
7. Doors - All doors will be commercial Flash doors. PVC door in toilets.
8. Windows - Steel windows with integral Grill and with glass.
9. Water Arrangement - 24 hours with overhead tank and deep tubewell and pumping arrangements.
10. Toilet - Glazed tiles upto five feet height from floor level.
11. Kitchen - Black stone platform on the kitchen and glazed tiles upto Two feet height from the kitchen platform.
12. Stair case - Lighting arrangement and marble stair and walls with paris.
13. Extra charge : Rs.20,000/- (Rupees twenty thousand) only will be charged extra for deep tubewell and seperate 220 volt electric meter (excluding security deposit) against each flat of Owner allocation.
14. If any extra work will be done by the Developer apart from specification mentioned as above will be charge extra.

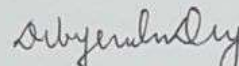
IN WITNESS WHEREOF the parties hereto abovenamed set and subscribed their respective hands and signature on this deed on the day, month and year first above written.

SIGNED, SEALED & DELIVERED
BY THE OWNER AT CALCUTTA
IN THE PRESENCE OF
WITNESSES :-

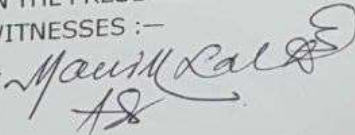
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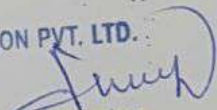
SMT. SIKHA SHAW
...OWNER/ FIRST PART

2. 
8/4/H, Bispara Lane
K-1-30.

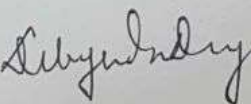
SIGNED, SEALED & DELIVERED
BY THE DEVELOPER AT CALCUTTA
IN THE PRESENCE OF
WITNESSES :-

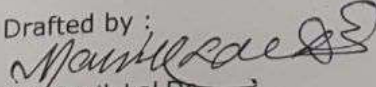
1. 

POROSHPATHOR REALCON PVT. LTD.


Director

POROSHPATHOR REALCON PVT. LTD
Represented by its Director
SRI SUSANTA SUR ROY
...DEVELOPER/SECOND PART

2. 

Drafted by :

Mr. Manik Lal De
Advocate,
High Court, Calcutta.

RECEIVED from the developer herein a sum of Rs.2,60,000/- (Rupees two lac sixty thousand) only, in the following manner as stated herein below:—

Memof of Consideration

Cheque No./ Cash	Dated	Drawn on	Amount
Cash	06-12-2010	---	40,000.00
Cash	08-12-2010	---	70,000.00
Cash	09-12-2010	---	50,000.00
Cash	16-12-2010	---	1,00,000.00
TOTAL RUPEES TWO LAC SIXTY THOUSAND ONLY.		TOTAL Rs.	2,60,000.00

WITNESSES

1. *Mamikaal*
As

2. *Suryendu*

Sikha Shaw

SMT. SIKHA SHAW
...OWNER/ FIRST PART

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 32
Page from 8858 to 8889
being No 12991 for the year 2014.



U.K. Basu
(Utpal Kumar Basu) 22-December-2014
A. D. S. R. COSSIPORE DUMDUM
Office of the A.D.S.R. COSSIPORE DUMDUM
West Bengal