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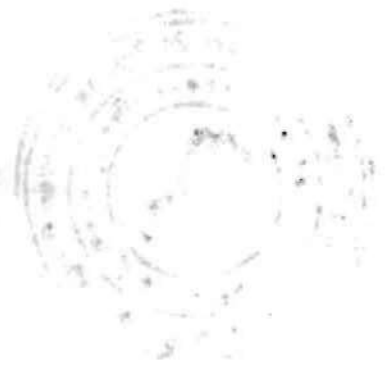



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certified that the document is admitted for registration. the signature sheets and the endorsement sheets attached with the document are part of this document




 District Registrar-IV
 Registrar U/S 7(2) of
 Registration Act 1908
 Alipore, South 24 Parganas
 2 APR 2015
 12/4/15

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made this the ^{2nd} ...
 day of AprilTwo Thousand Fifteen (2015) **BETWEEN**

(1) **SRI SANTI PRIYA HOWLY**, (PAN-AMBPH4474Q) son of Sri Shibpada Howly, by faith Hindu, Indian, by occupation –Service, residing at Jagaddal Katayani Tala Street, P.O.& P.S. Sonarpur, Kolkata –700151, (2) **SRI SWAPAN KUMAR MUKHERJEE**, (PAN-AMEPM7645Q) son of Late Satkari Mukhopadhyay, by faith Hindu, Indian, by occupation – Business, residing at Jagaddal Katayani Tala Street, P.O.& P.S. Sonarpur, Kolkata – 700 151,(3) **SRI SHYAMAL BHOWMICK**,(PAN-AHPPB 0364E) son of Late Narendra Nath Bhowmick, by faith Hindu, Indian, by occupation –Business, residing at 124, K.M. Roy Chowdhury Road, P.O. Dakshin Jagaddal, P.S. Sonarpur, Kolkata –700151,Dist. South 24-Parganas, and (4) **SRI SHAMBHU NATH DAS**,(PAN-AGFPD4210Q) son of Late Amiya Kumar Das, by faith Hindu, Indian, by occupation – Service, residing at Jagaddal, P.O. Dakshin Jagaddal, P.S. Sonarpur, Kolkata –700151, Dist. South 24-Parganas, hereinafter jointly referred to as the '**OWNERS**'(which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART:**

AND

M/S. MULTILINE GROUP (PAN-AAAYFM3480A) a Partnership Firm,, having its office at 81, Green Park, P.O. Narendrapur, P.S. Sonarpur, Kolkata – 700103, represented its Partners namely (1) **SRI PAWAN AGARWAL**, (PAN-AFXPA0641R) son of Sri Babulal Agarwal, by faith Hindu, Indian, by occupation –Business, residing at RAJWADA ESTATE, 66, Maha Mayatala Road, P.O. Garia, P.S. Sonarpur, Kolkata – 700 084, (2) **SRI BIKASH AGARWAL**, (PAN-AHAPA8484B), son of Late Rajendra Kumar Agarwal, by faith Hindu, Indian, by occupation –Business, residing at WINDWOR GREEN, 26, Maha Mayatala Road, P.O. Garia, P.S.Sonarpur, Kolkata– 700 084, (3) **SRI SUBHAJIT CHAKRABORTY**, (PAN-AJFPC6541A), son of Late Mohan Lal Chakraborty, by faith Hindu, Indian, by occupation –Business, residing at S.B.Road, Rajpur, P.S.

Sonarpur, Kolkata – 700 149, and (4) **SRI SANTONU DAS**, (ATQPD1791C) son of Sri Gopal Chandra Das, by faith Hindu, Indian, by occupation –Business, residing at 81, Green Park, P.O. Narendrapur, P.S. Sonarpur, Kolkata – 700103, hereinafter referred to as the '**DEVELOPER**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**:

WHEREAS the Owners No.1, herein got and acquired ALL THAT a piece and parcel of homestead land measuring 3 cottahs 0 chittaks 22.5 sq.ft. more or less, with a structure standing thereon, situated at Mouza-Jagaddal, J.L. No.71, Pargana –Magura, Touzi No.47.49,64,63,68 R.S. No. 233, comprised in C.S.Dag No.3114,3115, R.S. Dag No.3114/3499 & 3115/3501, appertaining to R.S. Khatian No.664, under P.S.Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no.25, being Part of Holding No.134, Katyani Tala Street, Sub-registry office at Sonarpur, in the District of South 24- Parganas, more fully described in the First Schedule hereunder written, by a Bengali Deed of Gift, dated 12.02.2013, registered in the office of A.D.S.R. at Sonarpur and recorded in Book No.I, CD Volume No.4, pages from 5684 to 5694, Deed no. 01599, for the year 2013, from his father Sri Shibpada Howly.

AND WHEREAS the Owners No.2, herein got and acquired ALL THAT a piece and parcel of homestead land measuring 50 Decimals more or less, with a structure standing thereon, situated at Mouza-Jagaddal, J.L. No.71, Pargana –Magura, Touzi No.47.49,64,63,68 R.S. No. 233, comprised in C.S.Dag & R.S. Dag No.3114 (29 decimals) & C.S. & R.S. Dag No. 3115 (21 decimals) appertaining to R.S. Khatian No.664, under P.S.Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no.25, Sub-registry office at Sonarpur, in the District of South 24- Parganas, more fully described in the First Schedule hereunder written, by a Bengali Deed of Gift, dated 23.03.1966, registered in the office of .S.R. at Baruipur and recorded in Book No.I, Volume No.51, pages from 98 to 100,

Deed no. 3488, for the year 1966, from his Lakshmi Narayan Mukhopadhyay, son of Rameswar Mukhopadhyay.

AND WHEREAS being the owner of the said land, the said Swapan Kumar Mukherjee mutated his name in the office of the Rajpur Sonarpur Municipality in respect of the said land, which was known as Municipal Holding No.128, Katyani Tala Street, and also recorded his name in the office of the District Collector, (B.L. & L.R.O) and the said land is recorded as L.R. Dag No.3157 and 3158 under L.R.1697 in the L.R. Settlement records of rights as the absolute owner thereof .

AND WHEREAS the Owners No.3, herein purchased ALL THAT a piece and parcel of homestead land measuring 7 cottahs 8 chittaks 0 sq.ft. more or less, with a structure standing thereon, situated at Mouza-Jagaddal, J.L. No.71, Pargana –Magura, Touzi No.47.49,64,63,68 R.S. No. 233, comprised in C.S. Dag & R.S. Dag No.3150, appertaining to R.S. Khatian No.663, corresponding to L.R. Dag No.3196 under L.R. Khatian No.370 under P.S.Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no.25, , Sub-registry office at Sonarpur, in the District of South 24- Parganas, more fully described in the First Schedule hereunder written, by two separate Bengali Deed of Sale, out of which one dated 09.10.2002, registered in the office of D.S.R.-IV at Alipore and recorded in Book No.I, Volume no.20, pages 25 to 39, Deed No.02385, for the year 2006, and other deed registered 18.05.2004, Volume No.45, pages from 2542 to 2556, Deed no. 05912, for the year 2006, from the then lawful owner Smt. Krishna Kumari Dasi, wife of Late Ratan Ch Mondal, through her constituted Attorney Sri Panchanan Mondal, son of Late Ratan Ch. Mondal..

AND WHEREAS the Owners No.4, herein purchased ALL THAT a piece and parcel of homestead land measuring 2 cottahs 11 chittaks 0 sq.ft. more or less, with a structure standing thereon, situated at Mouza-Jagaddal, J.L. No.71, Pargana –Magura, Touzi No.47.49,64,63,68 R.S. No. 233,

comprised in C.S. Dag & R.S. Dag No.3149, appertaining to R.S. Khatian No.660, under P.S.Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no.25, Sub-registry office at Sonarpur, in the District of South 24- Parganas, more fully described in the First Schedule hereunder written, by a Bengali Deed of Sale, dated 04.06.2008, registered in the office of A.D.S.R. at Sonarpur and recorded in Book No.I, CD Volume No.14, pages from 3465 to 3477, Deed no.5464, for the year 2008, from Sri Dwaipayana Bhattacharya, son of Ashutosh Bhattacharya.

AND WHEREAS being the owner of the said land, the said Shambhu Nath Das mutated his name in the office of the Rajpur Sonarpur Municipality in respect of the said land, which was known as Municipal Holding No.424, K.M. Roy Chowdhury Road.

AND WHEREAS the said Sri Shanti Priya Howly granted, transferred and conveyed by way of gift undivided 4 Chittaks out of 3 cottah 25 sq.ft. more or less, of R.S. Dag No.3114, 3115, L.R. Dag No.3157 & 3158, under R.S. Khatian No.664, of Mouza – Jagaddal, more fully described in the First Schedule hereunder written, by a Deed of Gift, dated 22.02.2013, registered at A.R.A-I, Kolkata, vide Book No.I, CD Volume No.5, pages from 5889 to 5899, Deed No.02414 for the year 2013, unto the said Sri Swapan Kumar Mukherjee.

AND WHEREAS the said Sri Swapan Kumar Mukherjee granted, transferred and conveyed by way of gift undivided 2 Chittaks out of 8 cottah 11 Chittaks more or less, of R.S. Dag No.3115, L.R. Dag No.3158 under R.S. Khatian No.664, L.R. Khatian No.1697, and 2 chittaks out of 2 Cottahs 30 sq.ft. R.S. Dag No.3114, L.R. Dag No.3157 under R.S. Khatian No.664, L.R. Khatian No.1697, of Mouza – Jagaddal, more fully described in the First Schedule hereunder written, by a Deed of Gift, dated 22.02.2013, registered at A.R.A-I, Kolkata, vide Book No.I, CD Volume No.5, pages from 5900 to 5911, Deed No.02415 for the year 2013, unto the said Sri Shanti Priya Howly .

AND WHEREAS the said Sri Shambhu Nath Das granted, transferred and conveyed by way of gift undivided 2 Chittaks out of 2 cottah 11 chittaks more or less, of C.S. & R.S. Dag No.3149, L.R. Dag No.3195, under R.S. Khatian No.660, of Mouza – Jagaddal, more fully described in the First Schedule hereunder written, by a Deed of Gift, dated 09.12.2014, registered at A.D.S.R. Sonarpur, vide Book No.I, CD Volume No.24, pages from 5951 to 5960, Deed No.11772 for the year 2014, unto the said Sri Shyamal Bhowmick.

AND WHEREAS the said Sri Shyamal Bhowmick granted, transferred and conveyed by way of gift undivided 2 Chittaks out of 7 cottah 8 chittaks more or less, of C.S. & R.S. Dag No.3150, L.R. Dag No.3196, under R.S. Khatian No.663, L.R. Khatian No.370, of Mouza – Jagaddal, more fully described in the First Schedule hereunder written, by a Deed of Gift, dated 09.12.2014, registered at A.D.S.R. Sonarpur, vide Book No.I, CD Volume No.24, pages from 5941 to 5950, Deed No.11773 for the year 2014, unto the said Sri Shambhu Nath Das.

AND WHEREAS the said Sri Shyamal Bhowmick & Sri Shambhu Nath Das granted, transferred and conveyed by way of gift undivided 2 Chittaks out of 10 cottah 3 chittaks more or less, of C.S. & R.S. Dag No.3149 & 3150, L.R. Dag No. 3195 & 3196, under R.S. Khatian No. 660 & 663, L.R. Khatian No.370, of Mouza – Jagaddal, more fully described in the First Schedule hereunder written, by a Deed of Gift, dated 09.12.2014, registered at A.D.S.R. Sonarpur, vide Book No.I, CD Volume No.24, pages from 5926 to 5940, Deed No.11774 for the year 2014, unto the said Sri Shanti Priya Howly and Sri Swapan Kumar Mukherjee.

AND WHEREAS the said Sri Shanti Priya Howly and Sri Swapan Kumar Mukherjee granted, transferred and conveyed by way of gift undivided 4 Chittaks out of 13 cottah 12 chittaks 7.5sq.ft. more or less, of C.S. R.S. Dag No.3114 & 3115, R.S. Dag No. 3114 & 3115, 3114/3499 & 3115/3501, L.R. Dag No. 3157 & 3158, under R.S. Khatian No. 664 & 663,

L.R. Khatian No.1697, of Mouza – Jagaddal, more fully described in the First Schedule hereunder written, by a Deed of Gift, dated 09.12.2014, registered at A.D.S.R. Sonarpur, vide Book No.I, CD Volume No.24, pages from 5911 to 5925, Deed No.11775 for the year 2014, unto the said Sri Shyamal Bhowmick & Sri Shambhu Nath Das.

AND WHEREAS thus the Owners herein jointly seized and possessed of the aforesaid four adjoining plots total land measuring 23 cottahs 15 chittaks 7.5 sq.ft. be the same a little more or less with structure standing thereon, and got their names mutated in the office of the Rajpur Sonarpur Municipality and the said property since known and numbered as Municipal Holding No.128, Katyani Tala Street, under Ward No.25, upon payment of rates and taxes thereto and subsequently they recorded their names in the office of the District Collector,(B.L. & L.R.O. concerned) and their names are recorded in the recent published L.R. settlement records of rights as the absolute owners in their respective share.

AND WHEREAS thus the owners herein jointly seized and possessed of the said land measuring 23 cottahs 15 chittaks 7.5 sq.ft. more or less together with structure standing thereon, out of which land measuring 3 cottahs 22.5 sq.ft. owner No.1 Sri Shanti Priya Howly, land measuring 10 cottahs 11 chittaks of the owner no.2 herein Sri Swapan Kumar Mukherjee, land measuring 7 cottahs 8 chittaks of owner no.3 herein Sri Shyamal Bhowmick and land measuring 2 cottah 11 chittaks of owner no.4 herein Sri Shambhu Nath Das, all having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS the Owners are desirous of constructing a multi storied building on the said land, but due to insufficiently fund, the Owners have placed their offer to the Developer to entrust the said development work with some terms and conditions and the Developer herein being satisfied regarding the right, title and interest of the said property accepted the said offer of the Owners herein under the following terms and conditions .

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

That in this agreement unless anything appears to be repugnant to the subject or context :-

ARTICLE – I : DEFINITION

- 1.1 **OWNERS** : shall mean and include the party of the First Part and their heirs and successors.
- 1.2 **DEVELOPER**: shall mean and include the Party of the Second Part and its Partners for the time being, and their respective heirs, executors, administrators, legal representatives and assigns.
- 1.3 **SAID PROPERTY**: shall mean and include the land 23 cottahs 15 chittaks 7.5 sq.ft. more or less together with structure standing thereon, more or less, with a structure standing thereon, situated at Mouza- Jagaddal, J.L. No.71, Pargana –Magura, Touzi No.47, 49, 64, 63, 68, R.S. No. 233, comprised in C.S. Dag No.3114, 3115, R.S. Dag No. 3114, 3115,3114/3499 & 3115/3501, L.R. Dag No.3157,3158, 3195, 3196, appertaining to R.S. Khatian No.660,663, 664, L.R. Khatian no.1697,370, under P.S.Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no.25, being Part of Holding No. 134, Katyani Tala Street, Sub-registry office at Sonarpur, in the District of South 24- Parganas, fully described in the First Schedule hereunder written .
- 1.4 **NEW BUILDING**: shall mean and include such multi storied building shall be approved by the parties hereto and sanctioned by the Rajpur Sonarpur Municipality in respect of the said property to be constructed on the said land.
- 1.5 **COMMON FACILITIES**: shall mean and include corridors, staircase, ways, landing, roof common passage, boundary wall, water reservoir, water tank, pump motor, Lift, electrical and sanitary

installations, fittings etc. and roof of the building and other facilities required for common enjoyment of the new building.

- 1.6 OWNERS' ALLOCATION: shall mean and include the owner no.1 herein Sri Shanti Priya Howly will get 47% of the built up area in proportion of his land measuring 3 cottahs 22.5 sq.ft. and a sum of Rs.4,00,000/- (Rupees Four lakh) only as refundable money, paid at the time of this agreement, the owner no.2 herein Sri Swapan Kumar Mukherjee will get 38% of the built up area in proportion of his land measuring 10 cottahs 11 chittaks 30 Sq. Ft. and a sum of Rs.12,00,000/- (Rupees Twelve lakh) only as refundable money, out of which Rs.6,00,000/- (Rupees Six lakh) only paid on this agreement and balance Rs.6,00,000/- (Rupees Six Lakh) only at the time of foundation of the proposed building, the owner no.3 herein Sri Shyamal Bhowmick will get 3120 of the super built up area or 2600 sq.ft. carpet area of the proposed building in lieu of his land measuring 7 cottahs 8 chittaks and a sum of Rs.10,000/- (Rupees Ten Thousand) only as refundable money, paid on this agreement and the owner no.4 herein Sri Shambhu Nath Das will get 30% of the built up area in proportion of his land measuring 2 cottahs 11 Chittaks and a sum of Rs.10,000/- (Rupees Ten thousand) only as refundable money, paid at the time of this agreement, together with undivided proportionate share in the land with right to use and enjoy the common areas and facilities to be provided in the proposed building.

Be it noted here, the location of the flats and spaces on the basis of said owners' allocation in their respective share, shall be clearly mentioned in the Supplementary Agreement for Development after obtaining the Sanctioned building plan from the Rajpur Sonarpur Municipality.

- 1.7 DEVELOPERS ALLOCATION : shall mean and include save and except the Owners' allocation, the remaining constructed area comprised of several flats, shops and spaces of the proposed multi storied building together with undivided proportionate share in the

land with right to use and enjoy the common areas and facilities to be provided in the proposed building.

- 1.8 **BUILDING PLAN**: shall mean and include the plan approved by the parties hereto and sanctioned by the Rajpur Sonarpur Municipality for construction of the said new building and/or modified plan as may hereafter be approved by the parties hereto and sanctioned by the Rajpur Sonarpur Municipality.

ARTICLE- II; DATE OF COMMENCEMENT

- 2.1 This agreement shall be deemed to have commenced on and with effect from the date of execution of this agreement and shall remain in full force so long the Developer's allocation is sold or transferred to the intending purchasers.

ARTICLE -III: OWNERS' REPRESENTATION

- 3.1. The Owners are absolutely seized and possessed of or otherwise well and sufficiently entitled in respect of the landed property more particularly described in the First Schedule hereunder written free from all encumbrances and have not entered into any agreement or contract with any person or persons in respect of the said property and have not received any advance or part payment thereof.

- 3.2 . The said land is not affected by any Scheme of acquisition or requisitioned of the State /Central Govt. or any local body/authority and the same has a clear and good marketable title therein.

ARTICLE-IV: DEVELOPER'S REPRESENTATION

- 4.1 The Developer have sufficient knowledge and experience in the matter of development / construction of immovable properties and construction of new building and also arrangement of sufficient funds for carry out the work of development of the said property and/or construction of the said new building.

ARTICLE –V: DEVELOPMENT WORK

5.1 The Owners hereby appoint the Party of the Second Part as the Developer and/or contractor, which the Developer hereby agreed and accepted.

5.2 The Developer shall carry on or cause to be carried out the work of development in respect of the said property by constructing the building ,having several self contained flats, shops and spaces on the Ownership basis and will sell the flats & spaces together with undivided proportionate share or interest in the land of the new building in favour of the prospective purchaser or purchasers except the Owners' allocation.

ARTICLE –VI: DEVELOPER'S COVENANTS

6.1 The Developer shall at his own expenses shall complete and/or cause to be completed the construction of the said new building and deliver the said Owners' allocation as stated hereinbefore within the 24(**Twenty-four**) months from the date of sanctioned of the building plan.

6.2 The Development of the said property and/or construction of the proposed new building shall be made by the Developer on behalf of the Owners or on account of the Developer themselves or on account and/or on behalf of the intending purchaser or purchasers of the flats, shops and spaces in the new building.

6.3 The Developer at their own costs and expenses apply for and obtain all necessary No Objection Certificate from the appropriate authorities as may from time to time be necessary for the purpose of carrying out the work of development of the said property.

6.4 The Developer shall at his own costs and expenses apply for and obtain temporary and/or permanent connection for supply of water and other inputs as may be required at the said building, but for supply of electricity in the new building, the Developer will apply to the electricity supply authority for obtaining the main connection or main meter and the said

meter will be the common meter for all the occupiers of the proposed building, the individual meter to be installed at the cost of the Owners and/or intending purchasers and the Developer will co-operate for such installation of meter in their names.

ARTICLE-VII: OWNERS' COVENANTS

7.1 The Owners shall grant execute and issue a General Power of Attorney in favour of the Developer authorising and/or empowering the Developer to do all acts, deeds matters and things necessary for completion of the works of development of the said property and/or construction of the said proposed new building and/or to sell the Developer's allocation as per terms of this agreement .

7.2 The Owners shall be bound if so required by the Developer, sign, execute and deliver all agreements with the intending purchaser(s) applications, papers, documents and declaration to enable the Developer to apply for and obtain electricity ,sewerage, water and other public utility services in or upon the said new building and/or to co-operate the developer for modification and/or rectification to the plan, and for all of these acts, deeds and things the Owners shall grant power of Attorney in favour of the Developer.

7.3 The Owners shall not in any manner obstruct the carrying out of the Development of the said property and/or construction of new building in or upon the said land as herein agreed. Moreover the Owners shall have no right to claim anything except the Owners' allocation in the said building.

7.4 The Owners delivered the original title deed and all other relevant papers and documents to the Developer for selling and transferring the said Developer's allocation and the Developer herein retain the said original papers and documents so long the said Developer's allocation is sold to the intending Purchaser or purchasers.

7.5 All the flats and other spaces of the proposed new building to be erected and sold by the Developer except the Owners' allocation with the proportionate share in the land to the intending purchaser or purchasers on whose account such flats shall be erected by the Developer.

7.6 The Developer shall be liable to pay all the Municipal taxes, levies to the Rajpur Sonarpur Municipality, from the date of signing this agreement.

ARTICLE-VIII: CONSTRUCTION

8.1 The construction of the said new building shall be made by the Developer as per the plan approved by the parties hereto and sanctioned by the Rajpur Sonarpur Municipality.

8.2 The Developer shall retain appoint and employ such masons Architects, Engineers contractor, manager, supervisors, caretaker and other employees for the purpose of carrying out the work of development of the said property and/or the construction of the said new building as the Developer shall at his own discretion think fit and proper.

8.3 The Developer herein shall solely be liable or responsible for the payment of salaries, wages, charges and remuneration of masons supervisors, architects contractors, Engineers, caretaker and other staff and employees as may be retained appointed and/or employed by the Developer till the completion of construction and in this regard the Owners shall not in any manner would be made responsible or liable.

ARTICLE-IX: SPACE ALLOCATION

9.1 After completion of the construction of the new building , the Developer will allot the flat to the Owners first and after that to the intending purchasers according to the booking of allocation of the prospective purchasers.

9.2 The Developer will be solely responsible for the allotment of his portion of flats and spaces in the building to be constructed by him and no one will be entitled to interfere thereto including the Owners herein.

ARTICLE-X: RATES & TAXES

10.1 The Owners, Developer and Developer's transferees shall bear and pay the municipal taxes, building taxes and other rates and taxes whatsoever as may be found payable in respect of the said new building after delivery of possession to the Owners and purchasers proportionately.

10.2. The Owners, Developer or the Developer's transferees after taking possession, shall bear and pay the proportionate amount of cost of maintenance and service charges with regard to the said new building in respect of their allocation and the Owners shall be liable for the same but they will pay for their allocation only.

ARTICLE-XI: JOINT DECLARATION

11.1 During the continuance of this agreement, the Owners herein shall not in any manner sell, transfer, encumber, or otherwise deal with or dispose of their right, title and interest in the said property in any manner whatsoever and not do any act, deed, matter or thing which may in any manner cause obstruction in the matter of development or construction of the said property.

11.2 The Owners shall not part with possession of any of the residential flats or other spaces of the said building to be constructed, except their allocation prior to notice to be served by the Developer.

11.3 The Developer shall unless prevented by any act of God or act beyond the control of the Developer, complete the construction of the said building within 24(Twenty-four) months from the date of Sanctioned building plan.

11.4 If the Developer fail to complete construction and/or complete the said building during the said period ,then in that case the Owners shall extend 6(six) months as grace period for completion of construction .

11.5 The Owners till date have not taken any advance booking in respect of the said land and premises from any person or persons and the Owners have not encumbered the same in any manner whatsoever and declare that the said property is free from all encumbrances and it has a good, clear and marketable title .

11.6 The Owners will be bound to make registration of sale deed in respect of all flats and spaces of Developer's allocation at the cost of the Purchaser(s) in respect of proportionate share of land only without any claim or demand whatsoever. The Owners shall co-operate with the Developer for such registration and shall have no objection to be a party in the proposed deed of conveyance.

11.7 Nothing contained in these presents shall be construed as a demise or assignment or conveyance or transfer in law by the Owners in favour of the Developer save as herein expressly provided and also the exclusive licence and/or contract to the Developer to commercially exploit the said property in terms hereof on specific agreement basis subject to fulfilment of terms and conditions, failing which Developer shall have no right to sell the flats and spaces in the said building.

11.8 The Owners and Developer have entered into this agreement purely on contract basis and nothing herein contained shall be deemed or construed as a partnership between the parties in any manner nor shall be parties hereto constitute an Association of persons.

ARTICLE-XII:ARBITRATION & JURISDICTION

12.1 In case of any dispute or differences between the parties hereto concerning or relating to or arising out of this agreement or with regard to the construction or interpretation of this agreement or any of the terms

herein contained, the same shall be settled amicably between the parties hereto, if the same is not settled then the matter will be referred to the Arbitration consisting of three members each party will appoint one and third will be appointed by the said two and the decision of the majority will be binding upon the parties hereto and/or same will be proceed according to law or as per provision of Arbitration and Conciliation Act.1996 as amended up to date .

12.2 The Courts at District South 24-Parganas alone shall have the jurisdiction to entertain try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT a piece and parcel of land measuring 23 cottahs 15 chittaks 7.5 sq.ft. more or less together with structure standing thereon, more or less, with a structure standing thereon, situated at Mouza- Jagaddal, J.L. No.71, Pargana –Magura, Touzi No.47, 49, 64, 63, 68, R.S. No. 233, comprised in C.S. Dag No.3114, 3115, R.S. Dag No.3114,3115,3114/3499 & 3115/3501, L.R. Dag No.3157, 3158, 3195, 3196, appertaining to R.S. Khatian No.660, 663, 664, L.R. Khatian no.1697,370, under P.S.Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no.25, being Part of Holding No.128, Katyani Tala Street, Sub-registry office at Sonarpur, in the District of South 24- Parganas, together with all easements rights and appurtenances thereto, being butted and bounded as follows :-

On the North : Dag No.3157,3114(P) & 8'ft. wide common passage

On the South : Dag No.3149(P),3150,3151 3115(P), 3115/3501,

3114/3944

On the East : Dag No.3152,3156,

On the West : 32'ft. wide Municipal Road ,

SECOND SCHEDULE ABOVE REFERRED TO

(Owners' Allocation)

ALL THAT the owner no.1 herein Sri Shanti Priya Howly will get 47% of the built up area in proportion of his land measuring 3 cottahs 22.5 sq.ft. and a sum of Rs.4,00,000/- (Rupees Four lakh) only as refundable money, paid at the time of this agreement, the owner no.2 herein Sri Swapan Kumar Mukherjee will get 38% of the built up area in proportion of his land measuring 10 Cottahs 11 chittaks 30 sq.ft. and a sum of Rs.12,00,000/- (Rupees Twelve lakh) only as refundable money, out of which Rs.6,00,000/- (Rupees Six lakh) only paid on this agreement and balance Rs.6,00,000/- (Rupees Six Lakh) only at the time of foundation of the proposed building, the owner no.3 herein Sri Shyamal Bhowmick will get 3120 of the super built up area or 2600 sq.ft. carpet area of the proposed building in lieu of his land measuring 7 cottahs 8 chittaks and a sum of Rs.10,000/- (Rupees Ten Thousand) only as refundable money, paid on this agreement and the owner no.4 herein Sri Shambhu Nath Das will get 30% of the built up area in proportion of his land measuring 2 cottahs 11 Chittaks and a sum of Rs.10,000/- (Rupees Ten thousand) only as refundable money , paid at the time of this agreement, together with undivided proportionate share in the land. with right to use and enjoy the common areas and facilities to be provided in the proposed building.

THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

ALL THAT save and except the Owners' allocation , the remaining flats and spaces of the proposed multi storied building together with undivided proportionate share in the land with right to use and enjoy the common areas and facilities to be provided in the proposed building.

FOURTH SCHEDULE ABOVE REFERRED TO

(Specification of the Construction)

Floors : floor will be of vitrified tiles every where.

Doors : Frame of high quality sal wood , leaf of 1st class flush type (Commercial) with standard lock in all doors and necessary accessories in other doors with synthetic enamel paint.

Kitchen : Black stone cooking platform fitted with steel sink and work shelf with Mat tiles flooring and Mat tiles with upto 6'ft. height on kitchen platform.

Toilet : Mat tiles total and entire height of all wall and tiles flooring with white basin, pan, commode, shower, water closet, bib cock, stop cock and standard fittings with P.V.C. door in toilet.

Electrical : Concealed Finolex wiring with copper wires , two light points, fan and Anchor plug points, one each in all bed , drawing, dining room, and one light point in each other room with entrance door bell point, one number with power point (15 Amps) in drawing dining room.

Water : concealed water supply line with Blue PVC pipes with standard fittings in kitchen and toilet, ground water will be supplied by pump and distributed through overhead reservoir.

Windows : Aluminium windows with glass and necessary accessories with synthetic enamel painting compound wall with gates to be provided.

Wall : All wall surface will be finished by plaster of parish in inside wall and staircase .Water proofing cement paint (Weather coat) in outside wall.

Verandah : Verandah railing up to 3'ft. height from flooring.

Car parking : white washing in car parking space.

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

SIGNED, SEALED & DELIVERED

In presence of :-

1. *Biswajit Das*
Baghpatin Station
Road Kofkela - 32

Shyamal Bhosmer
Swapan Mulla
Sanki Priya Howr.
Shambhu Nath Das

2. *Indranil Bhattacharya*
Kamal Apartment,
Foratporeh, Kcl-103

OWNERS

MULTI LINE GROUP

Pawan Agarwal
Partner

MULTI LINE GROUP

Sushil Choudhary
Partner

MULTI LINE GROUP

Bikal Agarwal
Partner

MULTI LINE GROUP

Ankur Das
Partner

DEVELOPER.

RECEIVED from the within named Developer the within mentioned sum of **Rs.10,20,000/-**-(Rupees Ten Lakh Twenty thousand) only being the refundable money, out of which Rs.4,00,000/- paid to Sri Shanti Priya Howly , Rs.6,00,000/- paid to Sri Swapan Kumar Mukherjee, Rs.10,000/- paid to Sri Shyamal Bhowmick and Rs.10,000/- paid to Sri Shambhu Nath Das, by the Developer as per memo below

MEMO

By cash & cheques in different dates...

Rs.10,20,000/-

(Rupees Ten Lakh Twenty thousand) only.

WITNESSES:-

1. Biswajit Das
Bachchan, Station
Road, Kolkata - 32

Shyamal Bhowmick,
Swapan Kumar Mukherjee,
Santi Priya Howly,
Shambhu Nath Das.

2. Sudranil Bhattacharjee
Kamal Apartment
Pratapgarh, Kal-163

OWNERS

Drafted by :-

Some Nath Chakrabarty
Secd. Officer ALP/190.

Alipore District Registration Office,
Kolkata - 700 027.

Typed by :-

Agam Kar
Alipore Police Court,
Kolkata - 700 027.