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Certified that the document is admitted to registration. The signature sheet/sheet's & the endorsement sheet/sheet's attached with this document's are the part of this document.

[Signature]
Additional District Sub-Registering
Office of West Bengal, Kolkata

13 AUG 2018

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this on ^{7th} day of August 2018 between (1) **SRI DAYAL GHOSH (PAN NO.ANZPG1850C)(ADHAAR NO. 667976874317)** son of late Nandalal Ghosh, by faith - Hindu, By occupation - Business, residing at village Reckjoari City, under police station - Rajarhat, Post office - Rajarhat, Kolkata -700135, in the district of north 24 parganas hereinafter referred to and called as "**LANDOWNER**" (Which expression shall unless excluded by or repugnant to deemed to mean



Additional District Sub-Registrar
New Town, North 24-Pgs

07 AUG 2018

and include his heirs, successors, administrators, executors, legal representatives and assigns) of the **ONE PART;**

AND

PIONEER ENTERPRISE (PAN NO. AAWFP1724C) a Partnership Firm with its Principal Office of business at Village - Bhatenda West, under Police Station - Rajarhat, Post Office - Rajarhat, Kolkata - 700135 in the district of north 24 Parganas represented by Partners namely **(1) SRI SHOVEN NASKAR(PAN NO.ADAPN2900R)(ADHAAR NO. 480173452811)**son of late Gopiballav Nakar, by faith - Hindu, By occupation - Business, residing at RD 4/4, Raghunathpur, Police Station - Baguiati,Post Office - Raghunathpur, Kolkata - 700059, in the district of north 24 parganas **(2) SRI BINAY SHAW (PAN NO.BFRPS6643J)(ADHAAR NO. 938412495020)** son of late Bijoy Shaw by faith - Hindu, By occupation - Business, residing at T-83, Rajarhat Road, Teghoria, Police Station - Rajarhat, Post Office - Rajarhat, Kolkata - 700157,in the district of north 24 parganas **(3) SRI RATHINDRANATH SAHA(PAN NO. AWZPF5946E)(ADHAAR NO. 363639884369)**son of late Mrityunjay Saha by faith - Hindu, By occupation - Business, residing at Shyam Vihar, Phase - II, Raghunathpur, police station - Baguiati,Post Office - Raghunathpur, Kolkata - 700059, in the district of north 24 parganas **(4) SRI BILASH CHANDRA DAS (PAN NO. AJNPD4793P)(ADHAAR NO. 314660448675)** son of late Ganesh Chandra Das by faith - Hindu, By occupation - Business, residing at BF- 6/1, Rajarhat Road, Police Station - Rajarhat,Post Office - Rajarhat, Kolkata - 700059,in the district of north 24 parganas,hereinafter jointly referred to and called as "**DEVELOPER**"(Which expression unless excluded by or repugnant to the context shall be deemed to mean and include the firm and

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Additional District Sub-Registrar
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its partners for the time being and each of their respective heirs, executors, administrators and legal representatives)of the **SECOND PART.**

WHEREAS by virtue of a sale deed One Sri Dayal Ghosh purchased a plot of bagan land containing by measurement of an area of **02(two) cottah 04(four)Chittak** from one Sri Ajoy Kumar Bhowmick which was registered at the office of the Additional District Sub-Registrar Bidhan Nagar salt Lake City on 13.03.2009 and recorded in book no. - 1, volume no. - 3, pages from 1660 to 1676, being no. 02299 for the year 2009 more fully and particularly described in the Schedule -**A** hereunder written.

WHEREAS by virtue of a sale deed the said Sri Dayal Ghosh also purchased a plot of bagan land containing by measurement of an area of **03(three) cottah 07(seven)Chittak 16 (sisteen) sq. ft.** from Smt. Mita Mukerjee and Smt. Indrani Chakraborty which was registered at the office of the Additional District Sub-Registrar Bidhan Nagar salt Lake City on 20.03.2009 and recorded in book no. - 1, volume no. - 3, pages from 6594 to 6706, being no. 02546 for the year 2009 more fully and particularly described in the Schedule - **B** hereunder written.

AND WHEREAS the said aforesaid Landowner is the exclusive and absolute owner and seized and possessed of otherwise well and sufficiently entitled to a piece of Total bagan land measuring 05 cottahs,11(eleven) chittaks 16 (sixteen) sq.ft. of bagan land mutated his name in L.R Record of Right under L.R.Khatian no. 4086,L.R dag no. 217,229⁴ and had been paying rents till date more fully and particularly described in the Schedule - C hereunder written.

AND WHEREAS the said Sri dayal Ghosh became an absolute and exclusive owner of the said plot of total **05 cottahs 11(eleven) chittaks 16 (sixteen)**

sq.ft. bagan land and mutated his name in the record of the office of the Block Land & Land Revenue Office at Rajarhat and had been paying rent, khazana, taxes on the said mutated landed property and also had been paying panchayet tax and other outgoings relating to the said plot of land during his lifetime.

AND WHEREAS the aforesaid Landowner owner/party of the first part herein is desirous to develop the said plot of bagan land measuring about **05 cottahs 11(eleven) chittaks 16 (sixteen) sq.ft.** of bagan land morefully described in the **Schedule - "C"** hereunder written and hereinafter referred to as the said **"PLOT OF LAND"** approached to the party of the second part herein to make construction of the proposed multi-storied building over the said plot of land as per sanctioned building plan on the condition that the landowner shall have 40% share along with Rs. 2000000/- (Rupees Twenty lack) only as adjustable/refundable interest free money and the developer shall have 60% share over the sanctioned building plan.

AND WHEREAS the Developer/party of the second part herein has vast reputation, experiences and knowledge in developing lands and constructing Multi-storied building and flats.

AND WHEREAS upon the proposal for development placed by the landlord /party of the first part herein, the Developer/party of the second part herein has agreed to develop the said plot of land by constructing a multi-storied building consisting of independent units/flats/garages/spaces/shops system with the object of selling such flats/garages/spaces/shops except owners' allocation at their own cost and expenses only on the terms and conditions as mentioned hereinafter written.

AND WHEREAS the party of the first part and the party of the second part herein entered into a memorandum of understanding on 27.07.2018 in which it was agreed by both the parties herein on the above referred terms and on the even date the party of the first part received Rs. 150000/- (Rupees One Lakh) only as adjustable/refundable interest free money from the party of the second part.

AND WHEREAS the said party of the first part herein hereby declares that the said plot of land on the date of execution of these presents is free from all encumbrances, lispendences, attachments or defects in title of any nature whatsoever and at present peaceably and quietly hold, possess and enjoy the said plot of land in khas possession having right, title and interest over the said plot of land without any claim or demand whatsoever from any person or persons claiming through or under them and the said landowner have full power and authority to sell or transfer the said plot of land in any manner whatsoever.

AND WHEREAS the said landowner/party of the first part herein further declares that the said landowner/party of the first part herein did not enter into agreement of any nature whatsoever relating to the said **Schedule - C** plot of land with any person or persons, company or companies etc. before execution of these presents.

AND WHEREAS the landowner/party of the first part herein has agreed that the landowner/party of the first part herein shall execute a registered Development power of attorney in favour of the Developer/party of the second part herein for smooth and expedite functioning of the project.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

ARTICLE - "I": DEFINITION

To avoid ambiguity and future disputes as to the meaning and repeated use of the same words and phrases in these presents the parties hereto have agreed to define the following words as follows:-

- a. **OWNER:** Shall mean **SRI DAYAL GHOSH** son of late Nandalal Ghosh , by faith - Hindu, By occupation - Business residing at village Reckjoani city, under police station - Rajarhat,post office - Rajarhat in the district of north 24 parganas,and his legal heirs, legal representatives, executors, administrators and assigns.
- b. **DEVELOPER: PIONEER ENTERPRISE** a Partnership Firm with its Principal Office of business at village - Bhatenda West,under Police Station - Rajarhat,Post Office - Rajarhat, Kolkata - 700135 in the district of north 24 parganas represented by Partners namely (1) **SRI SHOVEN NASKAR** son of late Gopiballoo Naskar residing at RD 4/4, Raghunathpur, Police Station - Baguiati,Post office - Raghunathpur, Kolkata - 700059 in the district of north 24 parganas (2) **SRI BINAY SHAW** son of late Bijoy Shaw residing at T- 83, Rajarhat Road, Teghoria, Police Station - Rajarhat,Post Office -Rajarhat, Kolkata - 700157 in the district of north 24 parganas (3) **SRI RATHINDRANATH SAHA** son of late Mrityunjay Saha residing at Shyam Vihar, phase - II, Raghunathpur, police station -Baguiati,Post Office - Raghunathpur, Kolkata - 700059 in the district of north 24 parganas (4) **SRI BILASH CHANDRA DAS** son of late Ganesh Chandra Das residing at BF- 6/1, Rajarhat Road, Deshbandhu Nagar, Police Station - Rajarhat,Post Office -

Deshbandhu Nagar, Kolkata - 700059, in the district of north 24 parganas hereinafter jointly referred to and called as **"DEVELOPER"**(Which expression unless excluded by or repugnant to the context shall be deemed to mean and include the firm and its partners for the time being and each of their respective heirs, executors, administrators and legal representatives)of the **SECOND PART.**

- c. PLOT OF LAND:** Shall mean **ALL THAT 05 cottahs 11(eleven) chittaks 16 (sixteen) sq.ft.** of bagan land be the same a little more or less including all easement rights lying and situate at under Mouza - Bhatenda, Touzi no. 2998, J.L.no. 28, R.S. NO. 50, comprised in R.S DAG no. 217,229, R.S Khatian no. 173,304 L.R Dag no.217, 229 L.R.Khatian no. - 4086 under Police Station - Rajarhat, within the jurisdiction of Rajarhat Bishnupure 1 no. gram panchayet in the District of North 24 Parganas morefully described in Schedule - **C** hereunder written.
- d. NEW BUILDING:** Shall mean the building or buildings to be constructed on the aforesaid plot of land according to the drawings, plans, and specifications signed by the party of the first/owner to be sanctioned by the Rajarhat Bishnupure 1 no. gram panchayet and to be constructed in conformity with the specifications of construction given in the Schedule - **"G"** hereunder written.
- e. COMMON AREAS,COMMON FACILITIES AND AMENITIES :**Shall mean unless the context otherwise requires, the entrance, corridor, all ways, paths, staircase, stair ways, stair well, driveway, overhead

tank, underground tank, septic tank, water pump, motor, meter room, and other facilities like lift, which may be used and enjoyed in common by all the occupants of flats/units/garages/shops/spaces owners and required for maintenance and/or management of facilities of the building excluding the roof and terrace of the said building as per specifications described to the schedule "G" hereunder written.

f. SALEABLE AREAS: Shall mean the units /flats/spaces/shops/garages, etc. in the new building which is available for independent use and occupation of the Proposed Transferees/Purchasers except Owners share of allocation **TOGETHER WITH** the undivided impartible proportionate share and interest on the ground floor in the said new building **TOGETHER WITH** common areas, provisions, utilities and facilities attached therein /thereto required for such independent user/users described to the schedule "F" hereunder written.

g. SUPER BUILDUP AREA: shall mean aggregate of total covered area comprised in unit/flats/garages/spaces etc.as certified by the architect and sanctioned by the Rajarhat Bishnupur 1 no. gram panchayet together with undivided impartible proportionate share and interest on the ground floor Land in the new building together with common areas, provisions, utilities and facilities attached therein /thereto .

h. OWNERS' SHARE OF ALLOCATION: Shall mean 40% of super buildup area comprised in units /flats/spaces/shops/garages, in

the new G+4 storied building as per the sanctioned Panchayet Plan complete in all respect which shall enjoy jointly with other transferees by the party of the first part/owner more fully and particularly described to the schedule "D" hereunder written.

- i. **DEVELOPERS' SHARE OF ALLOCATION** : Shall mean the remaining constructed area in the new G+4 storied building except the party of the first part/owners' share of allocation in the said new building more fully and particularly described to the schedule "E" hereunder written.
- j. **ARCHITECT**: Shall mean person or persons or firm appointed or nominated by the party of the second part/developer as Architect for the supervision and construction of the said building.
- k. **BUILDING PLAN**: Shall mean drawings, plans and specifications of the construction of the said new building or buildings on the said plot of land to be sanctioned by Rajarhat Bishnupure 1 no. gram panchayet or any renewal and/or amendments thereto and/or modifications thereof made or caused to be made by the party of the second part/developers and subsequently to be approved by the Concerned authority.
- l. **TRANSFER**: shall mean transfer by possession and by other means adopted for effecting what is understood as transfer as per law of flats/garages/spaces etc. in the new building to the party of the first part/owner and the intending purchaser/purchasers by the party of the second part/developers.

- m. PURCHASER(S)/TRANSFEREE(S):** Shall mean a purchaser or purchasers to whom any unit/flat/shop/garage/space in the new building will be transferred.
- n. ADVOCATE:** Shall mean an experienced legal expert having a vast knowledge in the field of construction and development and Sri Susim Kumar Kar, Advocate, High Court, Calcutta is the legal advisor and advocate for the Developer herein.
- o. FORCE MAJURE:** Force majeure shall mean flood, earthquake, riot, war, storms, tempest, civil commotion, strikes, lockout, legal disputes, suits and clearance from concerned authority and/or any other act or commission beyond the control of the parties hereto.

ARTICLE - "II": COMENCEMENT

2.1. This Development Agreement shall have the effect on and from the day of execution of this agreement.

ARTICLE - "III": OWNERS' RIGHT AND REPRESENTATION

3.1 The owners peaceably seized and possessed of and/or otherwise sufficiently entitled to **ALL THAT 05(five) 11(eleven) chittaks 16(sixteen)** sq.ft. of bagan land be the same a little more or less including all easement rights lying and situate at under Mouza - Vatenda, Touzi no. 2998, J.L.no.28, R.S. NO. 50, comprised in R.S Dag no. 217,229, R.S.Khatian no. 173,304 , L.R Dag no. 217, 229 L.R Khatian no. 4086 under Police Station - Rajarhat, within the jurisdiction of Rajarhat Bishnupure 1 no. gram

panchayet in the district of North 24 Parganas more fully and particularly described in the schedule -C hereunder written.

3.2 That the said plot of land is free from all kinds of encumbrances, charges, liens, lispendences, attachments, pledges, mortgages trust, acquisitions, requisitions and claim or demand whatsoever from any other person or persons, authority or authorities claiming through or under them and have clear title over the said plot of land and the owners shall have right to transfer in any form and in any manner whatsoever.

ARTICLE - "IV": DEVELOPER'S RIGHT AND REPRESENTATION

4.1 The Developer herein shall make construction of a G+4 storied building at its/their own costs and expenses on the said plot of land and the owners herein shall not invest any sum of money towards cost of construction of the proposed building.

4.2 The Developer shall make arrangements with the help of the architect for preparation of building plan or plans as per west Bengal Municipal Building rules or norms with prior approval of the owners/party of the first part and submit the same before the Rajarhat Bishnupure 1 no. gram panchayet for getting sanctioned in which the owner put their respective signatures as applicants and all the costs and expenses relating thereto shall be borne by the developer.

4.3 After having been sanctioned building plan, the owner shall deliver the peaceful vacant and khas possession of the said plot of land to the developer and the developer shall have exclusive right to construct a G+4 storied

building on the said vacant land in accordance with the sanctioned plan or plans.

4.4 The developer shall pay a total sum of Rs. 2000000/- (Rupees Twenty Lakh only) as adjustable/refundable interest free money to the Owner, the first installment of Rs. 150000/- (Rupees One Lakh Fifty Thousand) only which has been paid at the time of execution of Memorandum of Understanding and the second installment of Rs. 850000/- (Rupees Eight Lakh Fifty Thousand) only at the time of execution and registration of the Development Agreement and Development Power of Attorney and the final Installment Rs. 1000000/- (Rupees Ten lac) only shall be paid at the time of bhiti puja of the said plot of land.

4.5 The developer shall pay all outgoings from the date of these presents and shall engage, appoint, or nominate men, and masons at its/their sole risk, responsibility and pay and bear all the fees and/or charges of architect, contractors or labours for carrying out and proceedings with the construction of the said building and other common spaces according to approved drawings, plan and specifications in conformity with the specification of construction as written hereunder and for that purposes to purchase, procure, and arrange building materials, articles, tools and other implements and to hire and engage supplier, labours and to pay and meet with their remuneration, fees and salaries.

4.6 The developer shall be bound to complete the constructional work of the new building in all respect within the period of 30 months from the date of sanctioning building plan as per sanctioned building plan. The parties may mutually agreed to extend the time for a further period of 6 months for completion of the building work provided that under no circumstances the

time for completion shall be extended beyond 36 months from the date of sanctioning of the building plan .

4.7 The development work and construction of building should be carried out under direct supervision and in presence of the developer and the developers' presence at the Site of construction is a condition of this agreement. However for the purposes of the said development and constructions, the developers may take assistance of Architects, building contractors, and others but the work should be carried out under the direct physical supervision of the developers or its duly authorized persons or persons.

4.8 The developer herein shall be entitled to obtain loan from any bank or banks whether nationalized or private or any authority or authorities or any financial institution in respect of completing G+4 multistoried new building as and when required at its /their own risk. The owner shall however not be liable for the same under any circumstances and the owner's share of allocation under any circumstances cannot be subject matter of loan being taken by the developer.

ARTICLE - V :DEVELOPER'S AUTHORITY

5.1 The Land Owner hereby appoint the developer as the builder/developer and/or Promoter for the purpose of development of the said plot of land by way of construction building either residential and/or commercial as per scheme of the development agreement as herein agreed .The developer hereby also confirms this appointment.

5.2 The land owner doth hereby entrust the work of development of the said plot of land on terms and conditions contained in this agreement.

5.3 The Developer shall carry out the work of development in respect of the said plot of land -

a) By erecting and/or constructing a residential and/or commercial building or other structures in or upon the said plot of land at its own costs and expenses.

b) By allotting the owner's share of allocation to the owner in time.

ARTICLE - VI : OWNERS ALLOCATION AND CONSIDERATION

6.1 The developer shall upon completion of the new building put the owner in undisputed possession of the owners' allocation 40% of super buildup area comprised in units /flats/spaces/shops/garages, in the new G+4 storied building as per the sanctioned Panchyet Plan complete in all respect which shall enjoy jointly with other transferees by the party of the first part/owner more fully and particularly described to the schedule "D" hereunder written along with possession letter, the Completion Certificate and Occupational Certificate thereto. The Owner shall not have any right or claim in the building to comprise the developers all allocation or any common parts or portion in the building to comprise the developer's allocation.

6.2 The developer shall pay a total sum of Rs. 2000000/- (Rupees Twenty Lakh only) as adjustable/refundable interest free money to the Owner, the first installment of Rs. 150000/- (Rupees One Lakh Fifty Thousand) only which has been paid at the time of execution of Memorandum of understanding and the second installment of Rs. 850000/- (Rupees Eight Lakh Fifty Thousand) only at the time of execution and registration of the

Development Agreement and Development Power of Attorney and the final Installment Rs. 1000000/- (Rupees Ten lakh) only shall be paid at the time of bhiti puja of the said plot of land more fully described in Schedule - D.

ARTICLE - VII : DEVELOPER'S ALLOCATION AND CONSIDERATION

7.1 The owner have agreed to have by this agreement with the developer with the condition that the owner shall have 40% share of super build up area of the sanctioned building plan area and the Developer shall have 60% share of super build up area over the sanctioned building plan area. Therefore except owner's allocation as mentioned in Article - VI above, the remaining constructed area in the said new G+4 storied building shall be the Developers allocation more fully and particularly described to the schedule "E" hereunder written.

7.2 The Developer herein shall have exclusive right to sale of the proposed unit/flat/shop/garage/space in the new building except owners share of allocation and shall have right to collect consideration as earnest money/advance money/other money from the intending purchaser/purchasers against the said sale of the unit/flat/shop/garage/space in the new building.

ARTICLE - VIII : PERIOD OF COMPLETION

8.1 It is hereby agreed that the developer shall be bound to complete the constructional work of the new building in all respect within the period of 30 months from the date of sanctioning of building plan as per sanctioned building plan. The said period of completion of time may be extended for a further period of 6 months for completion of the building work provided that under no circumstances the time for completion shall be extended beyond

36 months from the date of sanctioning of building plan as per sanctioned plan.

ARTICLE - IX : DEVELOPER'S OBLIGATION

9.1 It is hereby agreed that the owners herein shall not in any manner be liable and /or responsible for costs, charges and expenses for the development of the said plot of land and/or construction of the proposed residential and/or commercial building at the said plot of land .

9.2 The owners shall under any circumstances not be liable and responsible for any dealings or transactions to be made by the developers with the party of the third part whosoever.

9.3The developers hereby undertakes to keep the owners indemnified against all third party claims and actions arising out of any sort of acts, omissions, or commissions of the developers in connection with or in relation to the development and/or construction of the said new buildings.

9.4The developers shall at their costs and expenses obtain completion certificate /occupational certificate in respect of the said construction from the concerned authority/municipal corporation and the same shall be handed over to the owner and intending purchaser/purchasers.

ARTICLE - X : OWNERS OBLIGATION AND COVENANTS

10.1 The Owner shall extend his best co-operation and assistance to the Developer in the matter of development of the said plot of land and/or construction of the proposed building as and when necessary/required.

10.2 The owner herein shall sign, execute and deliver all applications, letters, papers and documents as may be required for obtaining telephone, electricity, water connection, drainage and sewerage and other public services to be required for the transferee/owner or other person or persons living to avail of a healthy and hygienic atmospheric condition in the proposed new building.

10.3 The Owner herein shall sign and execute a Development Power of Attorney in favour of the developer herein to be registered at the Office of the Registrar within the jurisdiction of north 24 Parganas, West Bengal and Registrar of Assurance, Calcutta and the Cost of registration shall be borne by the Developer herein.

10.4 The owner shall not in any manner object or obstruct the carrying out of the development and/or construction work by the developers herein and shall not do any acts, deeds or things in the matter of the said development and /or construction work in the proposed new building by the developer and also in the matter of selling /transferring of flats/garages/shops/spaces etc. by the developer to the intending buyer or buyers.

10.5 The Owner hereby affirmed and declared that the plot of land on which the development and /or construction work is to be carried on by the developer herein is free from all types of encumbrances, claims and demands of any nature whatsoever and not subject to any scheme of acquisition and requisition and have a clear marketable title over the said plot of land to sale or to transfer in any manner whatsoever.

10.6 The owner either himself or through his person or persons during the continuance of the development and/or construction of the proposed new building shall abstain and/or restrain from doing anything which will

prevent the developer from carrying out the development and /or construction work.

10.7 The Owner shall be liable and responsible to produce the original documents and papers of the schedule - C property herein before the developer or any other competent authority or authorities as and when required.

ARTICLE - XI : OWNER'S IMDENITY

11.1 The owner hereby undertakes that the plot of land to be developed by the developer is free from all types of encumbrances charges, liens, lispendences, attachments, pledges, mortgages trust, acquisitions, requisitions and claim or demand whatsoever from any other person or persons, authority or authorities claiming through or under them and have clear title over the said plot of land and the owners shall have right to transfer in any form and in any manner whatsoever but in any event if it is found that development work is suffered in any manner for any sort of acts or commissions of the landowner and in that event the landowner shall be liable and responsible and keep the developer indemnified against the damages to be claimed by the developer.

ARTICLE - XII : DEVELOPER'S INDEMNITY

12.1. The developer hereby undertakes to keep the owner indemnified against all third parties claims and actions arising out of any sort of act or commission of the developer in or relative to the construction of the said building.

12.2 The developer hereby undertakes to keep the owner indemnified against all actions, suits, costs, proceedings, and claims that may arise out

of the developer's actions with regard to development of the said building and/or in the nature of construction of the said building and/or any defect therein.

ARTICLE - XIII : RATES AND TAXES

13.1 The Developer shall be liable and responsible to pay all municipal taxes, electric bills, and khazanas relating to the said plot of land from the date of handing over the possession of the said plot of land by the owner to the developer till the mutation of the proposed new building.

13.2 The developer and the transferee of the units/.flats/spaces/garages etc in the building shall bear and pay the proportionate amount of the municipal taxes and other taxes and rates whatsoever on the basis of the areas of the units/.flats/spaces/garages etc of the building occupied till the final mutation is completed.

13.3 The developer or the transferees of units/.flats/spaces/garages etc of the new building shall bear and pay the proportionate amount of cost of maintenance service charges on account of proper maintain of common area's essential service.

13.3 The land owner herein shall also respectively bear and pay the proportionate amount of costs, maintenance and service charges as may be found payable on account of allocation allotted to them.

ARTICLE - XIV DOCUMENTATION AND TITLE DEEDS

14.1 All fees, costs, charges, and expenses for preparation of proposed transfer deeds and all other deeds and documents shall be borne by the

transferees of units/.flats/spaces/garages etc of the proposed residential and/or commercial building and such fees, costs and charges shall be related to the developer's allocation of share not in any way relating to the owner's share of allocation. The developers hereby undertake to deliver the completion cum occupational certificate of proposed building to the owner herein at its own cost at the time of handing over possession by the developer to the owners herein.

14.2 The Original Title Dees and other necessary papers and documents relating to the said plot of land shall be kept with the owner till completion of the new building or buildings and after completion the same shall be made over to the secretary of the Association of the new building to be created at the behest of the developer after mutation of the entire units/.flats/spaces/garages etc of the new building.

ARTICLE - XV FORCE MAJURE

15.1 The parties hereto shall not to be liable and responsible for any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of the force majeure and shall be suspended from the obligation during the continuance of the force majeure.

ARTICLE - XVI ARBITRATION

In case of any disputes, differences or questions arising between the parties hereto regarding the construction, interpretation of any of the terms and conditions hereby contained or touching these presents or determination of any liability shall be referred to the sole arbitrator appointed by the civil court upon application for praying for appointment of the said sole

arbitrator and the matters relating to the above shall be deemed to be a reference within the scope, ambit and meaning of the Indian Arbitration Act 1996 or amended there under.

ARTICLE - XVII MISCELLENEOUS

17.1 The developer shall create an Association to be formed with the owners of units/flats/spaces/garages/shops etc. and the secretary of which shall be entitled to hold all the originals papers and documents relating to the new building to be transferred by the developer upon consents of all owners of the units/flats/spaces/garages/shops etc. in the new said building.

17.2 The developer shall set a name of the new building to be pasted in front of the entrance of the gate of the new building.

17.3 The developer shall have right to enter into the new building without any interruptions of any owner or owners of units/flats/spaces/garages/shops etc in the new building.

17.4 The Association of the new building shall be entitled to control, supervise and management of the new building as its own choice and rule.

17.5 It is hereby agreed by and between the parties that all agreements and deeds and registration of the new construction of the schedule premises of the building will be drafted, prepared and registered by Mr. Susim Kumar Kar, Advocate, High Court Calcutta after receiving proper remuneration as fixed by the said Learned Lawyer.

SCHEDULE - "A" ABOVE REFERRED TO

ALL THAT piece and parcel of land containing by measurement of an area of **02(two) cottahs 04(four) chittaks** of bagan land proposed to be used as bastu be the same a little more or less including all easement rights lying and situate at under Mouza - Bhatenda, Touzi no. 2998, J.L.no. 28, R.S. NO. 50, comprised in R.S Dag no. 217,229 R.S Khatian no. 173,304, L.R Dag no. - 217,229, L.R.Khatian no. - 4086 under Police Station - Rajarhat, within the jurisdiction of Rajarhat Bishnupur 1 no. Gram Panchayet in the District of North 24 Parganas Which is butted and bounded by :-

On the North - by R.S Dag no. 217,229.

On the East - by R.S Dag no. 217.

On the South - by by R.S Dag no. 217,229.

On the West - by Panchayet Road.

SCHEDULE - "B" ABOVE REFERRED TO

ALL THAT piece and parcel of land containing by measurement of an area of **03(three) cottahs 07(seven) chittaks 16(sixteen) sq. ft.** of bagan land proposed to be used as bastu be the same a little more or less including all easement rights lying and situate at under Mouza - Bhatenda, Touzi no. 2998, J.L.no. 28, R.S. NO. 50, comprised in R.S Dag no. 217 R.S Khatian no. 173 L.R Dag no. - 217, L.R.Khatian no. - 4086 under Police Station - Rajarhat, within the jurisdiction of Rajarhat Bishnupur 1 no. Gram Panchayet in the District of North 24 Parganas Which is butted and bounded by :-

On the North -by R.S Dag no. 217.

On the East - by 10 ft. wide common passage.

On the South - by R.S Dag no. 217.

On the West - by R.S Dag no. 217.

SCHEDULE - "C" ABOVE REFERRED TO

(The Property which shall be developed)

ALL THAT piece and parcel of land containing by measurement of an area of **05(Five) cottahs 11(Eleven) chittaks 16(Sixteen) sq. ft.** of bagan land proposed to be used as bastu be the same a little more or less including all easement rights lying and situate at under Mouza - Bhatenda, Touzi no. 2998, J.L.no. 28, R.S. NO. 50, comprised in R.S Dag no. 217,229 R.S Khatian no. 173,304, L.R Dag no. - 217,229, L.R.Khatian no. - 4086 under Police Station - Rajarhat, within the jurisdiction of Rajarhat Bishnupur 1 no. Gram Panchayet in the District of North 24 Parganas which is delineated and shown in the site plan annexed hereto and Which is butted and bounded by :-

On the North -by the premises of Sujit Sarkar.

On the East - by 10 ft. wide common passage.

On the South - by Manashi Apartment.

On the West - by Panchayet Road.

THE SCHEDULE "D" ABOVE REFERRED TO

(OWNERS ALLOCATION AND CONSIDERATION)

The developer shall upon completion of the new building put the owner in undisputed possession of the owners' allocation 40% of super build up area of the sanctioned building plan area in the new G+4 Storied building constitutes 2BHK Two Flats on the front road side, one shall be in the first floor and the second one shall be in the second floor and 40%(forty) garage area on the ground floor and the rest percentage of super buildup area if any shall be satisfied on the top floor by the developer handing over along with possession letter, the Completion Certificate and occupational certificate thereto by the developer to the owner at the time of giving possession thereof. The Owner shall not have any right or claim in the building to comprise the developers all allocation or any common parts or portion in the building to comprise the developer's allocation and in addition to the owner shall be paid a total sum of Rs. 2000000/- (Rupees Twenty Lakh only) as adjustable/refundable interest free money by the developer, the first installment of Rs. 150000/- (Rupees One Lakh Fifty Thousand) only which has been paid at the time of execution of Memorandum of Understanding and the second installment of Rs. 850000/- (Rupees Eight Lakh Fifty Thousand) only at the time of execution and registration of the Development Agreement and Development Power of Attorney and the final Installment Rs. 1000000/- (Rupees Ten lac) only shall be paid at the time of bhiti puja of the said schedule - C plot of land and the said adjustable /refundable interest free money shall be settled mutually agreed upon by the parties hereto at the time of giving possession in the new building by the developer to the owner at the prevailing market price.

THE SCHEDULE "E" ABOVE REFERRED TO**(DEVELOPERS ALLOCATION)**

The Developer shall have 60% share over the sanctioned building plan area by the Rajarhat Bishnupur 1 no. Gram Panchayet . Therefore except owner's allocation as mentioned in Article - VI above, the remaining constructed area in the said new G+4 storied building shall be the Developer's allocation in the said G+4 storied proposed new building.

THE SCHEDULE "F" ABOVE REFERRED TO

COMMON AREAS, COMMON FACILITIES AND AMENITIES : Shall mean unless the context otherwise requires the foundation columns, girders, beams, supports, walls, main gate, entrances, corridors, all ways, paths, staircase, stair ways, stair well, drive way, overhead and underground tank, water pump, motor, meter room, and other facilities like lift which may be used and enjoyed in common by all the occupants of flats/units/spaces/garages and * required * for the maintenance and/or management of facilities of the building excluding the roof and terrace of the top floor in the said new building and after completion of the project at all the roof and terrace of the top floor in the said new building shall be common to all occupants.

THE SCHEDULE "G" ABOVE REFERRED TO**(CONSTRUCTION SPECIFICATION)**

Foundation: Stone column/isolated footing with beams connecting the column specifically designed to suit the soil condition.

Structure: RCC Framed Structure.

Roof: RCC Slab with proper water proofing treatment.

Walls: Well burnt bricks in suitable cement sand mortar plastered.

Wall Finish: Plaster of parries on internal walls and cement plaster on the outer walls.

Floors: Drawing/Dining /Bed Room/ Balcony with mosaic/tiles and Kitchen/Toilet with marble finish.

Door: One Side Teak Factory made flash door with eye piece Mortice Lock and Stoooper. Main Entrance Door will be fire resistance.

Window: Wooden and MS Grill with glass.

Sanitary: Bath room walls up to 5 feet Marble tiles coloured/white ceramic ware .P /Royal tap shower//Towel Rod/Mirror.

Kitchen: Marble sink and Forking Top in Marble and wall of working top up to 2 granite.

Electricals: Concealed wiring and points in all rooms, kitchen, toilets, balcony using standard quality conductors, plug points in all rooms, kitchen, toilets etc. TV AND Telephone outlet in living room.

Water: Deep bore well with over head tank for 24 hours water supply.

Security: Separate Security control Room, pump room.

Entertainment: Dish Antenna at extra costs.

Fire Protection: Fire extinguishing equipments at common place, Lightening Arrestor at suitable place.

Car parking: car parking space available on ground floor and lift.

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

SIGNED, SEALED AND DELIVERED

BY THE SAID DAYAL GHOSH

AT KOLKATA THIS ON ^{7th}...DAY OF AUGUST 2018.

In the presence of :

Witnesses:

Debarish Ghosh.
PO+PS - Rajarhat
Vill - Vatanda (w) 7.08.2018
Kolkata - 700135

Dayal Ghosh
07.08.2018
(SIGNATURE OF OWNER)

SIGNED, SEALED AND DELIVERED

BY THE SAID PIONEER ENTERPRISE

REPRESENTED BY THE PARTNERS

BEING THE DEVELOPER HEREIN

AT KOLKATA THIS ON ^{7th}...DAY OF AUGUST 2018

In presence of:

Witnesses:

Sami's Paul
P.O. Ninta
Mandir lane,
Majherhati
Kolkata-49
07-08-18

M/s. PIONEER ENTERPRISE

Shomee Saha
Partner

M/s. PIONEER ENTERPRISE

Bilash Das
Partner

M/s. PIONEER ENTERPRISE

Binay Shaw
Partner

M/s. PIONEER ENTERPRISE

Rathindranath Saha
Partner

(SIGNATURE OF DEVELOPER)

Draft Prepared by:

Susim Kumar Kar

(Susim Kumar Kar -Advocate

High Court Calcutta)

Enrl. No. F/1694/2008

Typed by:

Biswajit Saha

Biswajit Saha

103, A.K.Mukherjee Road, Kolkata - 90.

MEMO OF CONSIDERATION

RECEIVED of and from the within-mentioned **DEVELOPER** the sum of Rs 1000000/- (Rupees Ten Lakhs only) being adjustable/refundable interest free money under within-mentioned Agreement as per memo below:-

MEMO

Date	Cheque no.	Name of Bank & Branch	Amount
27.7.18	Cash	x	150000.00
6.8.2018	335020	Bank of Baroda, Baguiati	175000.00
6.8.2018	335021	Bank of Baroda, Baguiati	175000.00
6.8.2018	372942	Bank of Baroda, Tegharia	250000.00
6.8.2018	372943	Bank of Baroda, Tegharia	250000.00
Total Rs.			1000000.00

(Rupees Ten Lakh only)

SIGNED AND DELIVERED BY:

In presence of

Witnesses:-

1. Debarishi Ghosh.
PO+PS - Rajarhat
Vill - Vatenda (w)
Kolkata - 700135
07/08/2018

2. Samir Paul
P.O. Nimta,

Doyal Ghosh.
07.08.2018

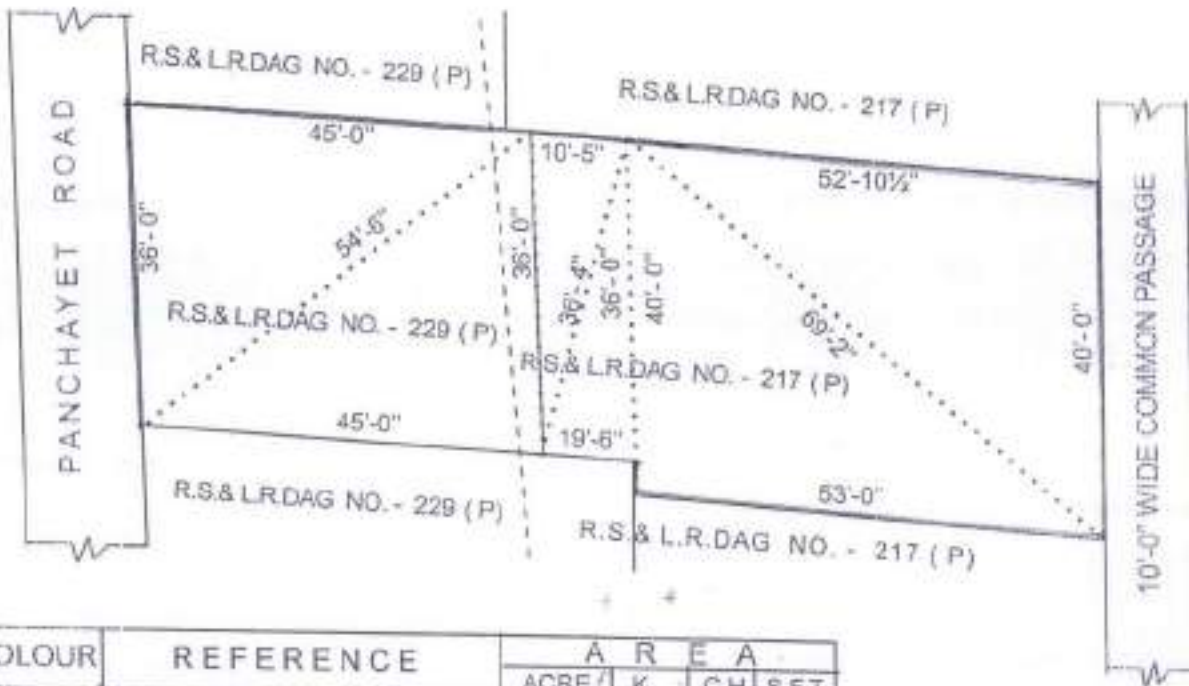
(SIGNATURE OF OWNER)

SITE PLAN OF PART OF R.S. & L.R. DAG NO. - 217 & 229. AT MOUZA - BHATENDA
J.L. NO. - 28, R.S. NO. - 50, L.R. KHATIAN NO. - 4086, P.S. - RAJARHAT, DIST. -
NORTH 24 PARGANAS. UNDER RAJARHAT. - BISHNUPUR, 1 NO. GRAM
PANCHAYET, DIST. - NORTH 24 PARGANAS, SCALE - 1" = 20'-0"



VENDEE : - PIONEER ENTERPRISE.

VENDOR : - DAYAL GHOSH.



COLOUR	REFERENCE	A R E A			
		ACRE	K.	CH	S.F.T
	R.S. & L.R.DAG NO. - 217 (P)	0.0033	00	03	09
	R.S. & L.R.DAG NO. - 229 (P)	0.0339	02	00	36
	TOTAL AREA	0.0372	02	04	00
	R.S. & L.R.DAG NO. - 217 (P)	0.0572	03	07	16
	TOTAL AREA	0.0944	05	11	16

MORE OR LESS

M/s. PIONEER ENTERPRISE

Shan Nanda
Partner

M/s. PIONEER ENTERPRISE

Rathi Sathida
Partner

M/s. PIONEER ENTERPRISE

Bibish Das
Partner


































Dayal Ghosh
07.08.2018

M/s. PIONEER ENTERPRISE

Binyo Shaw
Partner

COPIED BY:
M. BISWAS,
SURVEYER
28/10/2018

Specimen Form For Ten Fingerprints

Sl. No.	Signature of the Executants/ Presentants						
 Dayal G. K. 07.08.2018 Owner	Little	Ring	Middle	Fore	Thumb		
	(Left Hand)						
							
	Thumb	Fore	Middle	Ring	Little		
	(Right Hand)						
							
 Shomen N. S. Developer	Little	Ring	Middle	Fore	Thumb		
	(Left Hand)						
							
	Thumb	Fore	Middle	Ring	Little		
	(Right Hand)						
							
 Bishesh Das 07/08/2018 Developer	Little	Ring	Middle	Fore	Thumb		
	(Left Hand)						
							
	Thumb	Fore	Middle	Ring	Little		
	(Right Hand)						
							



M/s. PIONEER ENTERPRISE

Shomen N. S.
Partner

M/s. PIONEER ENTERPRISE

Bishesh Das
Partner

964 06-8-18 5000/

নং _____ জাতি _____

ক্রেতার নাম _____

স্ট্যাম্প ভেজার স্বাক্ষর _____

বিধান নগর (সপ্টালেক সিটি) এ. ডি. এস. অফিস

মেট্রো স্ট্যাম্প এর জাতি _____

চালান নং _____ মেট্রো কত টাকা বরাদ্দ _____

টোলারী বাবাকপূর ভেজার-মিতা দত্ত

Pioneer Enterprise
Bhatem da-PS-Rajarhat
KOL-135

25 JUL 2018

890000

- Dayal Ghosh



- Dayal Ghosh



- Shomen Das



- Dilush Das



- Binay Shaw



- Pathin Dasgupta



Indentified by -
Debarish Ghosh
S/o - Bimal Kanti Ghosh
PO+PS - Rajarhat
Vill - Valenda (w)
Kolkata - 700135

Additional District Sub-Registrar
Rajarhat, New Town, North 24-PGs

07 AUG 2018