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THIS DEVELOPMENT AGREEMENT is made on this 30th day of

Two Thousand and Sixteen (2016)

BETWEEN

M/S. S. A. PROJECTS PVT. LTD., having PAN AAJCS6026L, a Company, incorporated under the Indian Companies Act, 1956, having its Registered Office at BD-456, Salt Lake City. Sector — P. O. Salt Lake, P. S. Bidhannagar (North), Kolkata — 700 064, Dist. North 24-Parganas, represented by its Director — SRI SHYAMAL DEY, having PAN ADRPD3090K, son of Late Jadunath Dey, by faith — Hindu, by occupation — Business, by Nationality — Indian, residing at BD-456, Salt Lake City, Sector — I, P. O. Salt Lake, P. S. Bidhannagar (North), Kolkata — 700 064, Dist. North 24-Parganas, hereinafter referred to and called as the "OWNER" (which term or expression shall unless excluded by or repugnant to the context be deemed to include its Directors for the time being and the heirs and successors in its office and assigns) of the ONE PART.

LIS. SUN CONSTRUCTION

নং তাং মুক্ত ক্রেন্ডার নাম ট্যাম্পা ভেডার রাজ্য বিবান নগর (স্কেটলেক সিটি) এ. ডি. এস. আন. ও মোট ট্যাম্পা ক্রম্ম তাং চালান নং মোট কন্ত টাকা বাহস

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Addl. District Sub-Registrar Bidhannagar, (Salt Lake City)

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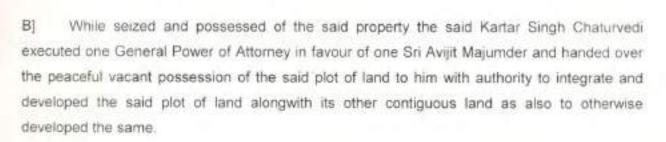
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AND

M/S. SUN CONSTRUCTION, a Proprietorship Concern, having its Principal Place of business at Merlin Matrix. DN-10, Sector – V. 2nd Floor, P. O. Bidhannagar East, P. S. Electronic Complex, Kolkata – 700 091, Dist. North 24-Parganas, represented by its sole Proprietor – <u>SRI DEBASHIS ROY</u>, having PAN AOPPR3859H, son of Sri Sunil Kumar Roy, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at Vill. Panapukur, P. O. Bhangar, P. S. Kashipur, Dist. South 24-Parganas, Pin – 743 502, hereinafter referred to and called as the "<u>DEVELOPER</u>" (which terms or 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 <u>OTHER PART</u>.

WHEREAS -

A) One Kartar Singh Chaturvedi, since deceased, in his lifetime on 14.10.1996 purchased 7 (seven) Cottahs of land from one Sn Anil Kumar Naskar situated under Mouza – Mahisbathan, J. L. No. 18, R. S. No. 203, Touzi No. 145, comprised in C. S. Dag No. 253, R. S. & L. R. Dag No. 154, 155, under L. R. Khatian No. 769, within the jurisdiction of Electronic Complex Police Station, within the local limits of Bidhannagar Municipal Corporation, in the District of North 24-Parganas by virtue of one Deed of Conveyance duly registered before the District Registrar at Barasat and recorded in Book No. 1, Volume No. 31, Being No. 1583, for the year 1997 against valuable consideration mentioned thereon.



C] Accordingly said Sri Avijit Majumder at his own costs applied for N.O.C. from U.D. Department, L. A. Department, Bidhannagar Municipality, B. L. & L. R. O. and other relevant offices and mutated the same in the name of said Kartar Singh Chaturvedi vide Memo No. 21/3349/RHT/2K dated 26.09.2000 and also obtained NOC for conversion from Bidhannagar Municipality vide Memo No. 2501/1BM on 30.11.2000.

S.A. PROJECTS PVT. LTD.

A CONTRACTOR OF THE PROPERTY O

- Thereafter said Kartar Singh Chaturvedi entered with an Agreement for Sale on 19.01.2001 with M/s. Shree Maya Engineers Pvt. Ltd. of BJ-7, Sector II, Salt Lake City, Kolkata 700.091 with the right of assignment of said land measuring 7 (seven) Cottahs and received the full consideration money from him and thereafter by virtue of a notification issued by the Govt. of West Bengal from 1998 and embargo to transfer / alienate any property in the said Mouza came to exists, the intended Conveyance would not be registered and thereafter said Sri Avijit Majumder at his own costs applied for conversion of the said land in the Office of B. L. & L. R. O. in the year 2002.
- E] With a view to sell out the said property measuring an area of 7 (seven) Cottahs, particularly mentioned in the First Schedule hereinafter written said M/s. Shree Maya Engineers Pvt. Ltd. entered into an Agreement for Sale with M/s. S. A. Projects Pvt. Ltd., the present Owner herein under some terms and conditions mentioned thereon and accordingly the present Owner had already paid the entire consideration to said M/s. Shree Maya Engineers Pvt. Ltd. by virtue of one Deed of Conveyance duly registered before the Additional District Sub-Registrar at Bidhannagar (Salt Lake City) and recorded in Book No. 1, Volume No. 1504-2016, pages 50719 to 50765. Being No. 150401417, for the year 2016 against valuable consideration mentioned thereon.



- F] Since then the Owner herein is seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoyed the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to sell, convey and transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the Owner will think fit and proper.
- G] Now the Owner intend to develop the said property, mentioned in the First Schedule hereunder written by raising construction of a multi-storied building and on hearing its such intention, the Developer herein approached it that he is agreed to undertake the aforesaid job, where the Owner hereby accepted his aforesaid proposal under some terms and conditions mentioned hereinafter.
- H) The Owner hereby declare that the said plot of land is free from all encumbrances and the Owner has marketable title thereto.

ARTICLES - I - DEFINITIONS

- i) ARCHITECT shall mean any person or firm appointed or nominated by the Developer as Architect for the supervision of the construction of the said Multi-storied brick built building, who is duly capable, competent and authorized for doing so.
- BUILDING shall mean the said Multi-storied R.C.C. framed structure with brick built building to be constructed on the said land according to the drawing plan and specifications approved and duly signed by the Owner and to be sanctioned by the competent authority and constructed in conformity with the details of construction given to the annexure 'A' hereunder written.
- BUILDING PLAN shall mean drawings, plans and specifications for the construction of the said building which to be sanctioned by the competent authority and shall include any renewal or amendments thereto and/or modification thereof made or caused by the developer after approval and duly signed by the Owner or any other Government Authority.
- (v) COMMON AREAS AND FACILITIES shall mean unless the context otherwise require the items specified in Section 3 (d) of the West Bengal Apartment Ownership Act, 1972 and morefully mentioned in the Schedule 'C' hereunder.

v) OWNER'S ALLOCATION :

It is agreed by the parties that the Owner shall be entitled to get 50% constructed areas of as per building sanction plan of the proposed building to be sanctioned by the competent authority in a manner of several numbers of units together with the proportionate undivided interest or share including driveway and all types of passages, exit and entry and other common amenities in the land along with all proportionate rights and all common areas and facilities of the building subject however the Owner's said 50% allotment should be of same and equal facilities that of the developer is particularized that this sharing of 50% of the constructed area should be on all floors and should consists of front, rear, middle and airy portion of the constructed building.

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Further more the owner shall be entitled to get a sum of Rs. 50,00,000/- (Rupees Fifty Lac) only as refundable security deposit (interest free) advance money which to be paid by the Developer to the Owner herein in the manner as follows: -

At the time of execution of this Development Agreement Rs. 25,00,000.00

b) After sanctioning of the Building Plan Rs. 25,00,000.00

It is specifically noted herein that the Owner hereby authorized and empowered the Developer to amalgamate the said plot of land together with other adjoining plots for converting into one single plot so that the Developer shall be able to prepare one single composite Building Plan and to be submitted before the concerned Authority for necessary approval and subsequently the Developer shall be entitled to construct on the entire property into two separate Blocks.

It is further noted that after completion of superstructure of one Block, the Developer shall serve a written notice to the Owner for taking of their allocated portions and accordingly the Owner shall be liable to pay back a portion of the aforesaid Security Deposit i.e. a sum of Rs. 25,00,000/- (Rupees Twenty Five Lac) only to the Developer within 30 (thirty) days from the date of receipt of the notice positively and thereafter the remaining sum of Rs 25,00,000 (Rupees Twenty Five Lac) to be paid by the Owner to the Developer after obtaining N.O.C. in regards to the constructional work of the building from the competent authority.

Save and except the aforesaid allocation of the Owner, the remaining portion of the proposed building will belong to the Developer exclusively together with rights to sell, convey and transfer the same to others alongwith the rights to collect the entire consideration for the same from the intending buyers and in that case the Owner shall not be entitled to interfere into such affairs.

vi) TRANSFER with the grammatical variations shall mean transfer by way of sale of the super built up space excepting the Owner's allocation to be transferred by the Developer for consideration to the intending transferee or transferees.

- TRANSFEREES shall mean the purchaser to whom any floor space in the said building will be transferred for consideration and shall not include the Owner.
- THE SAID PLOT OF LAND shall mean all the piece or parcel of land particularly mentioned and described in the Schedule 'A' hereunder.

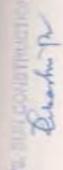
ARTICLE - II : DEVELOPER'S RIGHTS AND LIABILITIES :-

1. That the Owner shall grant an exclusive right to the Developer to build upon the said plot of land the said building in accordance with the drawings plans and specifications which to be approved by the Owner and to be sanctioned by the competent authority but in all cases conformity with the said details of construction and to sell the said built up space excluding the Owner's allocation to transferee or transferees selected by the Developer and to obtain necessary advance from such transferee at its sole discretion on such terms and conditions as the Developer thinks fit and proper.

PROVIDED ALWAYS that any advance or payment to be obtained by the Developer shall be at its own risk and responsibility and the Owner shall not at all be liable or responsible for the same or any portion thereof.

PROVIDED ALSO that the Developer shall not be entitled to transfer in any manner whatsoever or encumber the Owner's allocation which will be handed over to him in consideration of these presents as provided hereinafter.

- The Owner shall pray before the competent Authority for mutate its name in the Records
 of Rights and also local Bidhannagar Municipal Corporation and converted the same also into
 bastu so that the Developer shall be able to obtain the Building Sanctioned Plan from the
 Bidhannagar Municipal Corporation without any troubles.
- 2. All applications and other necessary papers and documents and drawings plans and specifications in connection with the construction of the said building shall be signed by the Owner and submitted by the Developer in all respect. However, the Developer who shall pay, bear all fees charges and expenses required to be paid or deposited to perform any such job or to cause any such job to be performed.
- 3. The Owner has also agreed that the Developer shall have the right to enter into agreement for selling of built up space and collect money as consideration from the intending



surchaser of all the floors or flats excluding the Owner's allocation at its own risk and responsibility and the Owner not being responsible or liable for booking fees or installments of surchase price of flats received by the Developer from the transferee or transferees.

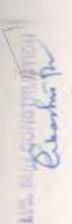
ARTICLE - IV - BUILDING :

DEVELOPER at its own cost or may with advances received from the intending transferees shall construct the said building on the said plot of land PROVIDED ALWAYS that the Owner shall not at all be responsible or liable for any such advance taken by the Developer, nor shall it be presumed that the Owner had consent to such advance. The Developer may is hereby authorized by the owner to apply for and obtain quoted entitlements allocations of cement and steel solely for the purpose of the construction of the said building for which the owner shall, if necessary significants consent for such allocations in favour of the developer PROVIDED ALWAYS that the Developer shall be the custodian of such allocated goods and shall be liable and answerable to the proper authority for all such allocations and similarly it may apply for and obtain temporary and/or permanent connection and other imputes and facilities required for the construction for which purpose the Owner shall execute in favour as may be required by the Developer and shall also sign all such applications and other documents which shall be required for the purpose of and in connection with the construction of the said building PROVIDED ALWAYS that all costs and expenses shall be borne and payable by the Developer and the Owner shall not be liable for the same.

ARTICLE -V- BUILDING ALLOCATION :-

(i) Immediately upon the completion of the construction of the said building on the said plot of land in all respects in accordance with the sanctioned building plan and also in conformity with details of constructions and certified by the Architect of the Developer that the building has been so constructed and completed, the Developer shall deliver to the Owner the Owner's allocation which will absolutely belong to him and the Owner shall not have any right, title; interest, claims or demand whatsoever to the remaining Developer's allocation thereon.

The common areas facilities including stair case, landings and corrictors, path ways, drive ways, parking space, lift with all other amenities to be constructed in the said building shall be for the common use of the Owner or its assigns and transferees and other transferees from the developer from their respective floors to the main roads.



ARTICLE - VI - COMMON EXPENSES

The Action

The Owner and Developer or their nominees shall pay and bear proportionate share all ground rent property maintenance charges. Corporation taxes and dues and outgoings and other common expenses within the meaning of the West Bengal Apartment Ownership developer until as association of flat Owner be formed by the Owner and transferees of all other floors in the said building is formed. The Owner is liable to pay its proportionate share of the common expenses after getting the possession of its respective allocations.

The Owner shall, until formation of a Co-operative Society or any Association of the floor or the flat Owner, pay regularly and punctually, his proportionate share of the said common expenses and in case of the Owner's failure of doing so, he shall be liable for the same and for all claims, actions, demands, costs, charges, expenses and / or proceedings whatsoever may arise out of such default and the Owner hereby agrees to keep the Developer indemnified and harmless consequent upon such default made by the Owner.

ARTICLES - VII - COMMON RESTRICTIONS

The Owner's allocation in the said building shall be subject to the same restrictions on transfer and use as are applicable to the developer's allocation in the said building intended for the common benefits of all occupiers of the said building which shall include the following -

- Both the Owner and the developer shall not use or permit to use any portion of the said building or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor for any purpose which may cause any nuisance to the other occupiers of the said building.
- Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration thereon without the previous consent of the other party in this behalf and such consent shall not be withheld unreasonably.
- Neither party shall violateany terms and conditions on their respective part to be observed and/or performed.

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- iv) The proposed transferee shall give written understanding to be bound by the terms and conditions hereof and thereof and shall duly and promptly pay all and whatsoever shall be payable in relation to the area in his possession as well as for the common expenses.
- v) Both the parties shall abide by all laws, bye laws rules and regulations of the Government, local bodies as the case may be for the time being in force and shall attend to answer and be responsible for any deviations, violations and/or breach of any of the said law and regulations.
- vi) The respective allottees shall keep the interiors walls, sewers, drains, pipes and other fittings, fixtures, appurtenances, floor, ceiling etc. in each of their respective allocation in the said building in good working conditions and repair and in particular shall not cause any damage to the said building or any part of their space or accommodation therein and shall keep all the other occupiers of the building indemnified from and against the consequences of any such damage.
- vii) No goods or other articles shall be kept by the Owner or the Developer or the transferees for display or otherwise in the corridors or other places of common use in the new building and in case any hindrance is caused in any manner in the free movement, either party shall be liable to remove the same at the risk and cost of the other party causing the same.
- workmen and other with some reasonable limitations to enter into and upon the Owner's allocation and every part thereof for the purpose of maintenance or repairing of any part of the building and/or for the purpose of repairing maintaining, re-building, cleaning, lighting and keeping in order and in good condition any common facilities and/or for the purpose of pulling down, maintaining repairing and testing drains, gas lines, water pipes and electric wires and for any other similar purposes subject however always by serving written notice of 48 hours ahead of the intended inspection / work to the owner.

ARTICLE - VIII

- The Developer hereby agrees to clear up Govt, rent Corporation Tax and other outgoings payable in respect of the said plot of land upto the date of handover / transfer of the owner's share / allocation.
- During the continuance of the agreement the Owner shall not in any way cause any impediment or obstruction whatsoever in the construction or development of the said building by



the developer but the Owner shall with or without the architect have full right to enter the said building and to inspect the construction work carried on by the developer.

- iii) The Owner shall convey at the cost of the developer and/or transferee or transferees the proportionate share of the said plot of land to the transferees and / or floors or flats i.e. excluding the Owner's allocation of the said building.
- iv) The Owner shall be a member of any association or Co-operative Society that may be formed consisting of all flat Owner and shall abide by all the laws rules and regulations adopted by such association or Co-Operative Society.
- v) The Owner hereby declares that it has good right and full power to enter into this agreement with the developer and the Owner hereby undertakes to indemnify and keep indemnified the developer from and against any and all third party claims, actions and demands whatsoever in respect of the said plot of land and not for the construction thereon whereas the construction will be made by the Developer under this agreement.
- vi) The Owner undertakes not to create encumbrances or charges on the said plot of land or deal with the same otherwise than in the manner stated in clause (iii) above.
- vii) To enable the developer to develop the said property, the Owner shall grant in favour of the developer a Registered Development Power of Attorney at the time of execution of this Agreement and further the Owner shall register one General Power of Attorney unto the favour of the Developer, empowering to sell; convey and transfer Developer's allocated portions to others after obtaining the requisite permission from the Competent Authority.

DEVELOPER'S OBLIGATIONS

- To pay all outgoings from the date of these presents:-
- 2 (a) To arrange appoint or nominate at its sole risk responsibility and cost architect, contractors, sub-contractors or labourers for carrying out and proceed with the construction of the said building and other common spaces according to the approved drawing plans and specifications and in conformity and arrange building materials articles, tools and other implements and to hire and engage suppliers, labour and to pay and meet with their remuneration fees and salaries. The Owner shall never be liable for any such dealings and / or transaction by the developer. It is however, specifically recorded that Mr Chinmoy Sahoo of M/S Delta Consultant has been selected and appointed by both the parties herein as the Engineer-in -Chief for the entire project and his remuneration, cost and charges would be exclusively bornie by the Developer.
- b) To construct and complete the said building as per Indian standard specification and with best available materials and in accordance with the drawings, plans and specifications to



be approved by the Owner and sanctioned by the Competent Authority and in conformity with the said details of construction and also complient the provision of law of land.

- c) To complete the work of construction to the satisfaction of the Owner and to do all other acts, deeds and things as maybe found necessary for smooth and expeditious to the constructions of the said building.
- d) It should be the Developer's endeavor to serve / obtain the sanction plan and permission for construction from competent authority within 3 months from the date of execution of these presents
- 3. The construction work shall be at the sole risk and responsibility of the Developer and it is mutually agreed and clearly understood that the Owner shall not be responsible for any Technical and/or Engineering defect in construction for which the developer shall be solely responsible and directly answerable to the concerned Authority and to the Owner.
- 4. The Developer shall construct the said building in the manner as aforesaid incurring and meeting all the expenditure e.g. payments for building materials, fees and remuneration of Architects, Engineers, labour payment etc. in such manner as the developer shall think fit and proper at its absolute discretion. The Owner shall not be liable or responsible for such payment or any part thereof.
- 5. If for any reason any losses are incurred and damages caused or suffered on account of negligence of the developer or the sub-contractor's agent, architects, labour etc. in connection with the construction of the said building the developer shall be solely liable therefore and shall keep the Owner indemnified from any such losses or damages.
- 6) The Developer shall complete in respect of the construction of the said building according to the drawings plans and specifications sanctioned by the competent authority and in conformity with the details of construction to the full satisfaction of the Owner within 30 (thirty) months from the date of obtaining the Building Sanctioned Plan positively and a period of 3 months shall be extended if the entire constructional work shall not be completed within that stipulated period.
- 7. The Developer undertake to keep the Owner indemnified from and against all third party claim and actions arising out of any act or occasion on the part of the developer in or relating to the construction of the said building.
- 8. As soon as the said building is completed in all respect as stated in clause above the developer shall give notice in writing to the Owner under registered post to take possession of the Owner's allocation agreed to be provided as consideration as aforesaid and as and from the

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- 9. In case any deviation in building plan, or any dispute / defect in quality of material or in case the building collapse at any point of time during or after completion, the Developer shall be entirely responsible for that.
- 10. If Developer would face any problem or legal hazards with the buyer(s) regarding selling of flats from the portion of the Developer's share / allocation during or after construction, it will be solely responsibility of the Developer only and he must have complete the Land Owner's part or portion under this AGREEMENT in all respect.
- 11. The developer should obtain all necessary licenses like labour license, trade license, work insurance, labour insurance, PF, ESI etc. as required by law and for the smooth completion of the said PROJECT. The Developer should maintain all safety and second measure for executing the works of the said PROJECT (building) and should responsible for the works of all staffs, engineeres, skilled and unskilled labourers etc. and if any labour hazards, disputes including strike, death or injury would take place, Developer should be fully responsible for all those things and will reimburse the Owner, if occasion arises.
- 12. The Owner shall secure an Insurance Policy for the said building till the completion of the PROJECT (building) and the costs and expenses shall be exclusively bear by Developer.
- 13. During construction period, if any, local hazards and any other incidental or ancillary or unforeseen incidences comes up or crops up, the same would be attended and addressed by the Developer at his own expenses and efforts.
- 14. It is also recorded that this agreement is not transferable by either of the Parties herein. Even, either of the Parties herein will not be competent to secure any loan of advance on the basis of these presents.
- 15. It is also kept on record that the said PROJECT (building) will not be affected by any personal, company or business loan, civil or criminal case(s) or any personal, company business or legal liability of either of the Parties with any of the Govt., Private or Public Body, or any company or personal, family problems respecting anypart of the Parties herein.
- 16. In case any deviation in the building is done / affected by the Developer herein on any dispute / defects etc. respecting quality of materials or if any defect(s) or deviation in

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construction is noticed or if the building collapse, except, by Act of God, the Developer herein shall entirely be responsible for all loss / sufferings arising therefrom and reimburse the Owner to the extent of its loss / sufferings.

ARTICLE - X - OWNER'S INDEMNITY

The Owner hereby undertakes that the developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and or disturbances provided, the developer performs and fulfils all the terms and conditions herein contained and / or its part to be observed and performed. The Owner shall deliver all original documents of the Schedule mentioned property to the Developer at the time of completion of piling work and during the course of construction, the same shall keep under the custody of the Developer and the Developer has every right to approve the project by any Financial Institution without hampering interest of the Owner's Allocation and in that event, the owner shall issue one N.O.C. for the same if required.

ARTICLES - XI - DEVELOPER'S INDEMNITY

- The Developer hereby undertakes to keep the Owner indemnified against all third party claim and action arising out of any sorts of act or omission in the building.
- The Developer hereby undertake 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 the development of the said property and/or in the manner of construction of the said building and/or for any defect therein.

ARTICLES - XII - MISCELIANEOU'S

1. It is understood that from time to time to enable the construction of the said building by the developer various acts, deeds, matters and things not herein specifically referred to may be legally required to be done by the developer for which may be required the Authority of the Owner and various applications and other documents may be necessary to be signed or made by him for and in connection with the construction of the said building for which no specific provision has been made herein. The Owner hereby undertakes to sign and execute all such additional applications and other documents as may be legally required for those purpose.



- The Owner and developer have entered into this agreement purely on a principal to principal basis and nothing stated herein shall be deemed to be construed as partnership between the developer and the Owner or as Joint Venture between them.
- All notice required to be given either to the Owner or the developer should be sent under registered post or by hand delivery with proper receipt at respective address given above or at any other address communicated in writing by the either party to the other party.
- 4. Approval of the building plan and specification by the Owner for sanction for the constructions of the said building shall be final and binding upon the parties hereto and no objection will be raised regarding construction work done in accordance with such sanctioned building plan and in conformity with the details of construction Plan.
- 5. If inspite of the Developer complying with and performing the terms of this agreement the Owner causes any disturbance to the progress of the work or causes breach of any of the terms to be completed with by them the Owner shall be liable to fully compensate the developer the loss which it may suffer thereby.
- Said as above rights of the Parties would govern by the law of the land and this agreement is not in derogation of the law of the land,

ARTICLES - XIII - FORCE MEASURE

Due to act of God or natural calamities or any other unavoidable circumstances, if the Developer shall not be able to construct in any manner whatsoever, the owner herein agreed to extent all sorts of co-operation in favour of the Developer.

ARTICLES - XIV - LEGAL ACTION

Both the parties shall have liberty to avail the opportunity under the specific performance of contract of this agreement for the non-compliance of the covenant hereinbefore mentioned alternatively at anytime for any dispute that may arise between the parties hereto regarding the construction or interruption of any of the terms and conditions herein contained or touching these presents or for determination of any liability of any of the parties under this Agreement and the same shall be referred to the Arbitration of a single Arbitrator and in case the parties fail to agree a single Arbitrator then such a dispute shall be refrred to and decided by two Arbitrators each one to be appointed by each of the parties who will appoint the third Arbitrator within 30 days from the date of their appointments into the reference. The venue of the Arbitration will be of Kolkata and proceedings are to be in English language. The said referece shall be decided in accordance with Arbitration Act, 1996 or with its all amendments and statutory modification thereunder in force or effect.



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ARTICLES - XV - JURISDICTION

Civil Court at Barasat, North 24-Parganas shall be the Competent Court in civil matters.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT one piece and parcel of bastu land measuring an area of 7 (seven) Cottahs more or less, lying and situated under Mouza – Mahisbathan, J. L. No. 18, R. S. No. 203, Touzi No. 145, comprised in C. S. Dag No. 253, R. S. & L. R. Dag No. 154 (four cottahs) 155 (three cottahs), under Modified Khatian No. 769, within the jurisdiction of East Bidhannagar P.S Presently known as Electronic Complex Police Station, within the local limits of Bidhannagar Municipal Corporation, in the District of North 24-Parganas and the said property is butted and bounded as follows-

ON THE NORTH

By, R. S. Dag No. 155 (P).

ON THE SOUTH

By, R. S. Dag No. 154 (P)

ON THE EAST

By, R. S. Dag No. 154 (P)

ON THE WEST

By, 16' ft, wide Private Passage (AAM) Mattron

THE SECOND SCHEDULE ABOVE REFERRED TO

OWNER'S ALLOCATION:

It is agreed by the parties that the Owner shall be entitled to get 50% constructed areas of as per building sanction plan of the proposed building to be sanctioned by the competent authority in a manner of several numbers of units together with the proportionate undivided interest or share including driveway and all types of passages, exit and entry and other common amenities in the land along with all proportionate rights and all common areas and facilities of the building subject however the Owner's said 50% allotment should be of same and equal facilities that of the developer is particularized that this sharing of 50% of the constructed area should be on all floors and should consists of front, rear, middle and airy portion of the constructed building.

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Further more the owner shall be entitled to get a sum of Rs. 50,00,000/- (Rupees Fifty Lac) only as refundable security deposit (interest free) advance money which to be paid by the Developer to the Owner herein in the manner as follows: -

a) At the time of execution of this Development Agreement Rs. 25,00,000.00

b) After sanctioning of the Building Plan Rs. 25,00,000.00

It is specifically noted herein that the Owner hereby authorized and empowered the Developer to amalgamate the said plot of land together with other adjoining plots for converting into one single plot so that the Developer shall be able to prepare one single composite Building Plan and to be submitted before the concerned Authority for necessary approval and subsequently the Developer shall be entitled to construct on the entire property into two separate Blocks.

It is further noted that after completion of superstructure of one Block, the Developer shall serve a written notice to the Owner for taking of their allocated portions and accordingly the Owner shall be liable to pay back a portion of the aforesaid Security Deposit i.e. a sum of Rs. 25,00,000/- (Rupees Twenty Five Lac) only to the Developer within 30 (thirty) days from the date of receipt of the notice positively and thereafter the remaining sum of Rs 25,00,000 (Rupees Twenty Five Lac) to be paid by the Owner to the Developer after obtaining N.O.C. in regards to the constructional work of the building from the competent authority.

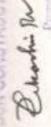
Save and except the aforesaid allocation of the Owner, the remaining portion of the proposed building will belong to the Developer exclusively together with rights to sell, convey and transfer the same to others alongwith the rights to collect the entire consideration for the same from the intending buyers and in that case the Owner shall not be entitled to interfere into such affairs.

THE SCHEDULE 'C' ABOVE REFERRED TO

COMMON AREAS COMMON FACILITIES AND COMMON EXPENSES

The Owner of the land alongwith the other co-Owners, occupiers, society or syndicate or association shall allow each other the following easement and quasi easement rights privileges etc.

Land under the said building described in the Schedule - 'A'.



- All side spaces, back spaces, paths, passages, drain ways, drive ways, parking spaces (covered and uncovered) with all amenities in the land of the said building.
- General lighting of the common portions and space for installations of electric meter in general and separate.
- Drains and sewers from the building running up to the Corporation's outlet connection, drains and/or another darins, sewerage, outlets etc.
- Stair case and staircase landings.
- Lobbies in each floor.
- Common septic tank.
- Common water pump.
- Common water reservoir.
- 10. Water and sewerage eviction from the pipes of the every units, to drain out water and sewerage from the said building.
- 11. Common electric line.
- Top roof of the said building provided however 30% of the roof top (front side) shall be exclusively of the Owner's allocation.
- Lift and its accessories.
- 14 All rooms / accomodations for watch and ward staff and common office

SCHEDULE 'D' ABOVE REFERRED TO

(SPECIFICATION)

UNIQUE FEATURES: For the proposed Project

- 24 X 7 POWER BACKUP
- WATER TREATMENT PLANT
- COMMUNITY HALL
- GYM
- CHILDREN PARK
- C.C.T.V
- INTERCOM



FIRE EXTINGUISHER

During the period of constructional works, the Contractor will use the following Materials:-

Cement

-Ultractech, Lafarge, Ambuja, ACC F2R (from Dealer with test certificates

for every challan)

Steel

-ISI Marked TATA, SAIL, JINDAL, SRMB, ELEGANT (from Dealer with

test certificates for every challan)

Brick

-AAC Block & Adhesive mortar by Ultratech

Electrical

-Fionolex/Havells

Door & Window

-As per Specification

Flooring

-Vitrified Tiles (JHONSHON/NITCO) 2' X 2' in all Rooms, Passages,

8. A. PROJECTS PVT.

Balcony etc.

Sanitary Fittings

-Hindware/Paryware

Water Fittings

-Essco/Paryware

Paint

-Berger/Asian Paints

· The Developer will complete the said building as per the following

SPECIFICATION:

- STRUCTURE: -ISI marked TMT bar as specified above in all R.C.C. Foundation as mentioned above.
- · PAINT

-Internal - Smooth finished with wall putty & Primer.

.

-External-Apex brand or weather proof coat on outside wall.

FLOOR:

-Vitrified Tiles in Bedrooms and in Living, Dining Rooms as stated

above

-Staircase & Passages-Marble finish

- KITCHEN:
- Floor

-Anti Skid Tiles on Floor

Counter

-Black Granite Top with black stone structure

Sink

-Stainless Steel

O Lander Roy

Dado

-Tiles on top of counter up to 2ft. in Kitchen.

TOILETS:

Floor

-Anti Skid Tiles on Floor

Dado

-Glazed Tiles upto 7' height make - Jhonson, Notco.

W.C

-European/ Indian type of Parry ware/ Hind war or equivalent

reputed branded.

Wash Basin

-Parry ware/ Hind war or equivalent reputed branded.

Fittings

-C.P

Door

-Water proof Flush door with lamination.

DOOR:

- Sal wood frame with Solid core flush doorat the entrance, oth sides with lock (Godrej only).

- for bed room and kitchen- Solid core flush door with paint.

-Sliding colour anodized Aluminum window with 4 mm. thick Main Door polished on both sides with lock (Godrej only).

Others Door - for bed room and kitchen- Solid core flush door with paint.

WINDOW:

glass.

M.S. WINDOW & Grill:

-10mm x 10mm M.S. square bar

-Stair railing: 12 x 12 mm M.S. Square bar and 20 mm x

20 mm post with wooden hand rail.

-Veranda, balcony, and railing: 3' ht M.S. Grill square bar.

-M.S. Collapsible gate:Gr fl. - one, roof- one entrance door of each flat- one.

LIFT:

-Branded quality Lift (OTIS, KONE, JHONSON)

U.G. reservoir.

-R.C.C. reservoir (As per drawing);

Overhead water tank

-R.C.C. reservoir (As per drawing)

Parapet wall:

-As per drawing.

Plumbing:

-Essco / JAQUAR

External sewer:

-As per drawing

Pump:

-2.0 H.P.Pump (one no.) with motor (K.S.B/Kirloster make)

+ one additional connection for standby pump.

External passage:

-Kota finish,

Boundary wall:

-As per drawing.

- Ground floor car parking: Cast in situ crazy mosaics finish over 100 mm thk. Plain cement concrete (1:3:6).
- Electrical: Finolex/ Havels make copper wire, concealed wiring in PVC conduct with ISI approved modular switches (CRABTREE / HAVELS).
- Pump room: As per drawing
- Generator room: As per drawing.
- Caretaker room: As per drawing.

Electrical points, cables & switches: Earthling (2 way): 0.75 mm; Other point- 1.0 mm, Sub main lain, T.V., 6 amp Socket, computer- 1.5 mm; Geyser, Micro oven- 2.5 mm; A/C line- 4 mm; MCB. Under the following manner-

ltem	Bed RM	Liv Rm	Din. Rm	Kitchen	Toilet	Ent Gate	Stair case & roof	Bal./Ver	Garage	C/T Rm.
Light Point	3	3	2	2	1 each	2	2/FI+3 roof	,	6	1
Fan Point	1 each	1	1 ,.	1	1			- 1		1
15A Plug Point		1	1 7	2			1	1		
5A Plug Point	2	3	2 %		1		1	1		
A.C. Point	- 1	1	1 "	14						
Fridge (15A)			1	1						+-
Exhaust Point				1	1 each	-				+
T.V. Antenna Point	î	1	†							
Tea Point	1	1								+
Calling Sett/buzzer		1								
Geyser Point- ovel's/siemens					1 each					

S.A. PROJECTIS PVI. LTD.

IN WITNESS WHEREOF the Owners and developer set and subscribed their respective hands and signature on the date, month and year first above written.

SIGNED, SEALED AND DELIVERED

By the parties in the

Presence of -

1. Siplat Sels 788, Jampur Road Wolkerty - 700 074

2. Debahrata Saha Rajanhat, Brotonda N 24 845-700135 S. A. PROJECTS PVT. LTD.

SIGNATURE OF THE OWNER

Drafted by: -

Mr. Dilip Homchaudhury

Advocate.

High Court - KTCKON

Eughin W STRUCTION

SIGNATURE OF THE DEVELOPER

MEMO OF CONSIDERATION

RECEIVED a sum of Rs. 25,00,000/- (Rupees Twenty Five Lac) only from the withinamed Developer in terms of this Development Agreement as per Memo given below : -

CR.MO. 2. Ente

CR. No. 2. Enk Barrisco David Another Posts on 00000 18 0638 dt. 29.8.16 Ax 05 - Sant 440; 20.10 10, 100/10

(Rupees Twenty Five Lac) only

WITNESSES :-

1. Sieplat Sale

2. Jebahrata Sahu

SIGNATURE OF THE OWNER

GOVI. OI VVESI DENGAL

-1465/16

Directorate of Registration & Stamp Revenue

e-Challan

Payment Mode Online Payment

- GRN Date: 29/08/2016 13:40:21

19-201617-002084918-1

Bank:

State Bank of India

BRN:

GRN:

CKA3271643

BRN Date: 29/08/2016 13:56:30

DEPOSITOR'S DETAILS

ld No.: 15041000322003/2/2016

(Query No./Query Year)

Name:

DEBASHIS ROY

Contact No. :

Mobile No.

+91 9874019307

E-mail:

Address :

BHANGAR

Applicant Name:

Mr DILIP HOM CHOUDHURY

Office Name:

Office Address:

Status of Depositor :

Buyer/Claimants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

Payment No 2

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15041000322003/2/2016	Property Registration-Registration Fees	D030-03-104-001-16	27510
2	15041000322003/2/2016	Property Registration-Stamp duty	0030-02-103-003-02	39921

Total

67431

In Words:

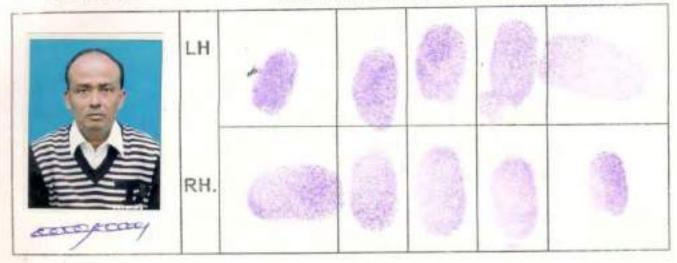
Rupees Sixty Seven Thousand Four Hundred Thirty One only

Block W

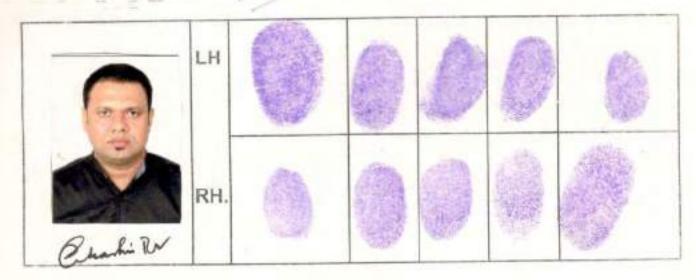


SIGNATURE OF THE PRESENTANT/ EXECUTANT/SELLER/ BUYER/CAIMENT WITH PHOTO

N.B. - R.H. BOX- THUMB TO SMALL PRINTS R.H. BOX- THUMB TO SMALL PRINTS



ATTESTED: - CONGREY [SHYAMAL DEY]



ATTESTED: - Butche per

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РНОТО			
	RH.	Se ,	

आयकर विमाग INCOME TAX DEPARTMENT

मारत सरकार GOVI OF INDIA

SHYAMAL DEV

JADU NATH DEY

04/03/1956 Permanent Account Number ADRPD3090K



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ভারতের নির্বাচন কমিপন MARKE ME ELECTION COMMISSION OF INDIA IDENTITY CARD

IHM0432237



নিৰ্বাচকের নাম : শ্যামল দে

Elector's Name Shyumal Dey

निवाहमाध : यनुनाय रक

Father's Name : Jedunath Day

निश/Sex *1V M

me office Date of Birth : 04/03/1556

S. A. PROJECTS PVT, LTD.

IHM0432237

টিলাক ৫-১৯, দেলটা সংক্রা জানান্য, প্রযুক্তনের, বাজাহটি গোপালপুর, রাজাহটি, উঠা 24 পরণার, 700101

Address

A-19, NETAJI SABABAY ABASAN. PROFULLAKANAN, RAJARHAT GOPALPUR, RAJARHAT, NORTH 24 **PARGANAS**, 700101

Date: 13/03/2010

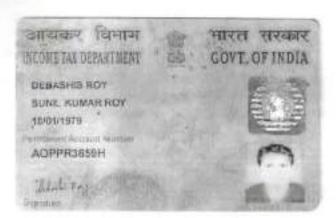
1)7-MORE STREET, FROM SHORE THEIR THEFT safesdions simila sopple Facalmile Signature of the Electoral Registration Officer for

117-Rajamat Gopalpur Constituency

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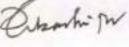
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Bijaygunj Para, Panapukur, Bhungwer, S. 34 Faragonia.

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Facultife, Signature of Electural Registration Officer ≡и́ов-Маня зобилём

For 107 Strenger Assembly Constituency 3 in 1 - lowly financial fields ging.

Place Alipory willing. 199 Thir.

01.11.95 Diffe 92,22,05



Major Information of the Deed

Deed No :	1-1504-01490/2016	Date of Registration	8/30/2016 1:08:25 PM	
Query No / Year	1504-1000322003/2016	Office where deed is r	egistered	
Query Date	29/08/2016 11:52:19 AM	A.D.S.R. BIDHAN NAGAR, District: North 24- Parganias		
Applicant Name, Address & Other Details	DILIP HOM CHOUDHURY MOHISGOT Thana New Town, 700102, Mobile No. 983064540	District : North 24-Parganas, 4, Status :Advocate	WEST BENGAL, PIN -	
Transaction	1	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 25,00,000/-]		
Set Forth value		Market Value		
Rs. 25.00.000/-		Rs. 1,83,74,999/-		
CONTRACTOR OF THE PARTY OF THE		Registration Fee Paid		
Stampduty Paid(SD)		Rs. 27.510/- (Article:E, E, B)		
Rs. 40,021/- (Article: 48(g))	Received Rs. 50/- (FIFTY only) from the applicant for issuit	ng the assement slip (Urba	
Remarks	area)	And the section of the	Tell I	

Land Details:

District: North 24-Parganas, P.S.- East Bidhannagar, Municipality, BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Mahisbathan, Mouza: Mahisbathan

Sch	Plot	Khatian		Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
		LR-769	Proposed Bastu	Bastu	7 Katha	25.00,000/-	1,83,74,999/-	Width of Approach Road: 16 Ft. Adjacent to Metal Road.
-	Grand	Total:			11.55Dec	25,00,000 /-	183,74,999 /-	

Land Lord Details:

Land	rota netans:	
SI No	Name,Address,Photo,Finger print and Signature	
	M/S S A PROJECTS PVT LTD B D 456 SALT LAKE CITY, SECTOR I, P.O C C BLOCK, P.S West Bengal, India, PIN - 700064 PAN No. AAJCS6026L, Statu	- North Bidhannager, District-North 24-Parganas, is: Organization, Executed by: Representative

Developer Details:

Dea	reloper Details :
SI	Name, Address, Photo, Finger print and Signature
1	M/S SUN CONSTRUCTION MERLIN MATRIX D N 10, 2ND FLOOR, SALT LAKE CITY, P.O SECH BHAWAN, P.S East Bidhannagar, MERLIN MATRIX D N 10, 2ND FLOOR, SALT LAKE CITY, P.O SECH BHAWAN, P.S East Bidhannagar, District: North 24-Parganas, West Bengal, India, PIN - 700091 PAN No. AOPPR3859H, Status: Organization

Representative Details:

1	Name	Photo	Finger Print	Signature
S D 3 S 2	in SHYAMAL DEY ion of Late JADUNATH DEY late of Execution - 0/08/2016, , Admitted by: leff, Date of Admission: Aug 30 016, Place of Admission of execution: Office			andreway
		Aug 30 2016 1:15PM	LTI Aug 30 2016 1:15PM	Aug 35 2016 1:15PM
PC	Parganas, West Bengal, India,	PIN - 700064, S RPD3090K, Stat	Sex: Male, By Caste	North Bidhannagar, District:-North 2- e: Hindu, Occupation: Business, e, Representative of : M/S S A
P	Parganas, West Bengal, India, Citizen of: India, PAN No. ADR	PIN - 700064, S RPD3090K, Stat	Sex: Male, By Caste	
P C P 2 S S R D 3 S 2	Parganas, West Bengal, India, Ditizen of: India, PAN No. ADR PROJECTS PVT LTD (as DIR	PIN - 700064, S RPD3090K, Stat ECTOR)	Sex: Male, By Caste us : Representative	e: Hindu, Occupation: Business, e, Representative of : M/S S A

Name &	address
Mr DILIP HOM CHOUDHURY Son of Late B HOM CHOUDHURY MOHISGOT, P.O KRISHNAPUR, P.S New Town, District: Male, By Caste: Hindu, Occupation: Advocate, Citizen of Ind	
	30/08/2016

Om 29-08-2016

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1.83.74.999/-

They

Goutam Sinha Roy ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BIDHAN NAGAR

North 24-Parganas, West Bengal

On 30-08-2016

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

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

Presentation(Under Section 52 & Rule 22A(3) 45(1), W.B. Registration Rules, 1962)

Presented for registration at 13:02 hrs on 30-08-2016, at the Office of the A.D.S.R. BIDHAN NAGAR by Shri DEBASHIS ROY ...

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

Execution is admitted on 30/08/2016 by Shri SHYAMAL DEY DIRECTOR, M/S S A PROJECTS PVT LTD, B D 456 SALT LAKE CITY, SECTOR I, P.O.- C C BLOCK, P.S.- North Bidhannagar, District -North 24-Parganas, West Bengal, India, PIN - 700064

Indetified by Mr DILIP HOM CHOUDHURY, Son of Late B HOM CHOUDHURY, MOHISGOT, P.O. KRISHNAPUR, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700102, By caste Hindu, By Profession Advocate

Execution is admitted on 30/08/2016 by Shri DEBASHIS ROY PROPRIETOR, M/S SUN CONSTRUCTION, MERLIN MATRIX D N 10, 2ND FLOOR, SALT LAKE CITY, P.O.- SECH BHAWAN, P.S.- East Bidhannagar, District -North 24-Parganas, West Bengal, India, PIN - 700091

Indetified by Mr DILIP HOM CHOUDHURY, Son of Late B HOM CHOUDHURY, MOHISGOT, P.O. KRISHNAPUR, Thana; New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700102, By caste Hindu, By Profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 27,510/- (B = Rs 27,489/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 27,510/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/08/2016 1:55PM with Govt. Ref. No. 192016170020849181 on 29-08-2016, Amount Rs. 27,510/-, Bank: State Bank of India (SBIN00000001), Ref. No. CKA3271643 on 29-08-2016, Head of Account 0030-03-104-001-16

Farment of Stamp Duty

Cartified that required Stamp Duty payable for this document is Rs. 40.021/- and Stamp Duty paid by Stamp Rs 100/by online = Rs 39.921/-

Description of Stamp

1 Stamp: Type: Impressed, Serial no 4568, Amount: Rs. 100/-, Date of Purchase: 26/08/2016, Vendor name: M DUTTA Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/08/2016 1:56PM with Govt. Ref. No: 192016170020849181 on 29-08-2016, Amount Rs. 39,921/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKA3271643 on 29-08-2018, Head of Account 0030-02-103-003-02

Goutam Sinha Roy ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BIDHAN NAGAR

North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1504-2016, Page from 53576 to 53609 being No 150401490 for the year 2016.



Digitally signed by GAUTAM SINHA RAY Date: 2016.09.01 12:15:39 +05:30 Reason: Digital Signing of Deed.

Ray

(Goutam Sinha Roy) 01-09-2016 12:15:38 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BIDHAN NAGAR West Bengal.