01220

2 - 1091/15

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL B 681800

DEVELOPMENT AGREEMENT

BETWEEN

SRI KALYAN DHAR & SRI UDAY DHAR .....LANDOWNER

Certified that the documents admitted to ... the signature sheet and the ... sheet attached with the this ... form are the part of this document

Addl District Sub Registrar
Barrackpore, 24 Pgs (N)

12 MAR 2015

AND

M/S.KALYANI CONSTRUCTION.....DEVELOPER

845 10.3.15 Rs 3000/
Kalyani Constellation
No. 46(1b) Barasat Rd. P.O. Bar
Jitendra Dy. S.R.O. Barasat

"বি"

বাদী কেতাদের নাম শ্রী শিবকুমার
প্রতিবাদীর নাম— বারাকপুর
জি. ডি. নম্বর বড়—
উক্ত জি. ডি. নম্বরে মোট বড় টাকার
স্ট্যাম্প দাখিল করা হইয়াছে—
অত্র টাকার রসিদের তারিখ হয়

Seal of the Additional District Sub Registrar
Barrackpore, North 24 Pgs.

Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

12 MAR 2015

Government of West Bengal
Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. BARRACKPORE, District- North 24-Parganas
Signature / LTI Sheet of Serial No. 01220 / 2015, Deed No. (Book - I , 01091/2015)

I. Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Kajal Ghosh 46(16) Barasat Road, Thana:-Titagarh, P.O. :-N C Pukur, District:-North 24-Parganas, WEST BENGAL, India	 12/03/2015	 LTI 12/03/2015	Kajal Ghosh 12-03-2015

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Kalyan Dhar Address -H-17 Anandapuri, Thana:-Titagarh, P.O. :-N C Pukur, District:-North 24-Parganas, WEST BENGAL, India	Self	 12/03/2015	 LTI 12/03/2015	Kalyan Dhar
2	Uday Dhar Address -H-17 Anandapuri, Thana:-Titagarh, P.O. :-N C Pukur, District:-North 24-Parganas, WEST BENGAL, India	Self	 12/03/2015	 LTI 12/03/2015	Uday Dhar
3	Kajal Ghosh Address -46(16) Barasat Road, Thana:-Titagarh, P.O. :-N C Pukur, District:-North 24-Parganas, WEST BENGAL, India	Self	 12/03/2015	 LTI 12/03/2015	Kajal Ghosh

Name of Identifier of above Person(s)
Pradip Ghosh Chowdhury
Anandapuri, Thana:-Titagarh, P.O. :-N C Pukur, District:-North 24-Parganas, WEST BENGAL, India

Signature of Identifier with Date
Pradip Ghosh Chowdhury
12/3/2015

Seal of the Additional District Sub-Registrar Barrackpore, North 24 Pgs.

(Prabir Kumar Goldar)
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. BARRACKPORE

Government Of West Bengal

Office Of the A.D.S.R. BARRACKPORE
District:-North 24-Parganas

Endorsement For Deed Number : I - 01091 of 2015
(Serial No. 01220 of 2015 and Query No. 1505L000002223 of 2015)

On 12/03/2015

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 : 5(f), 53 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 10996.00/-, on 12/03/2015

(Under Article : B = 10989/- ,E = 7/- on 12/03/2015)

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.-64,66,945/-

Certified that the required stamp duty of this document is Rs.- 10001 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 5021/- is paid , by the draft number 998664, Draft Date 11/03/2015, Bank : State Bank of India, BARACKPORE RLYSTN, received on 12/03/2015

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 12.18 hrs on :12/03/2015, at the Office of the A.D.S.R. BARRACKPORE by Kajal Ghosh ,Claimant.

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

Execution is admitted on 12/03/2015 by

1. Kalyan Dhar, son of Late Bhabesh Dhar , H-17 Anandapuri, Thana:-Titagarh, P.O. :-N C Pukur, District:-North 24-Parganas, WEST BENGAL, India, By Caste Hindu, By Profession : Business
2. Uday Dhar, son of Late Bhabesh Dhar , H-17 Anandapuri, Thana:-Titagarh, P.O. :-N C Pukur, District:-North 24-Parganas, WEST BENGAL, India, By Caste Hindu, By Profession : Business
3. Kajal Ghosh
   Proprietor, M/s Kalyani Construction, 46(16) Barasat Road, Thana:-Titagarh, P.O. :-N C Pukur, District:-North 24-Parganas, WEST BENGAL, India.
   , By Profession : Business

Identified By Pradip Ghosh Chowdhury, son of Late B N Ghosh Chowdhury, Anandapuri, Thana:-Titagarh, P.O. :-N C Pukur, District:-North 24-Parganas, WEST BENGAL, India, By Caste: Hindu, By Profession: Business.

(Prabir Kumar Goldar)
ADDITIONAL DISTRICT SUB-REGISTRAR

Government Of West Bengal
Office Of the A.D.S.R. BARRACKPORE
District:-North 24-Parganas

Endorsement For Deed Number : I - 01091 of 2015
(Serial No. 01220 of 2015 and Query No. 1505L000002223 of 2015)

(Prabir Kumar Goldar)
ADDITIONAL DISTRICT SUB-REGISTRAR

Seal of the Additional District Sub-Registrar, Barrackpore, North 24 Pgs.

(Prabir Kumar Goldar)
ADDITIONAL DISTRICT SUB-REGISTRAR

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AGCPD0480F

नाम /NAME

UDAY KUMAR DHAR

पिता का नाम /FATHER'S NAME

BHABESH CHANDRA DHAR

जन्म तिथि /DATE OF BIRTH

02-01-1957

हस्ताक्षर /SIGNATURE

आयकर आयुक्त, (सं.कर.), कोल.

COMMISSIONER OF INCOME-TAX(C.O.), KOLKATA

ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD LYG0879847

পরিচয় পত্র

Duplicate

প্রতিরূপ

Elector's Name Uday Dhar

নির্বাচকের নাম উদয় ধর

Father's Name Bhabesh

পিতার নাম ভবেশ

Sex M

লিঙ্গ পুং

Age as on 1.1.2001 44

১.১.২০০১-এ বয়স ৪৪

Address

7 EichRoad North 24 - Parganas 743102

ঠিকানা

৭ এইচরোড ২৪ উত্তর ২৪ পরগণা ৭৪৩১০২

Facsimile Signature
Electoral Registration Officer
নির্বাচক নিবন্ধন আধিকারিক

For 133-Titagarh

১৩৩-টিটাগড়

Assembly Constituency

বিধানসভা নির্বাচন ক্ষেত্র

Place North 24 - Parganas

স্থান উত্তর ২৪ পরগণা

Date 20.02.2001

তারিখ ২০.০২.২০০১

FORM NO.60

[See third proviso to rule 114B]

Form of declaration to be filed by a person who does not have either a permanent account number or General Index Register Number and who makes payment in cash in respect of transaction specified in clauses (a) to (b) of rule 11B

1. Full name and address of the declarant KALYAN DHAR
H/17, Anandapuri, B.K.P
P.S. Titagarh, Kol: 122

2. Particulars of transaction

3. Amount of the transaction

4. Are you assessed to tax? Yes/No

5. If yes,

   (i) Details of Ward/Circle/Range where the last return of income was filed?

   (ii) Reasons for not having permanent account number/General Index Register Number?

6. Details of the document being produced in support of address in column (1)

.....

Verification

I, ... do hereby declare that what is stated above is true to the best of my knowledge and belief.

Verify today, the 12th day of March

Date: 12-3-15

Place: Barrackpore

Kalyan Dhar

Signature of the declarant

Instructions: Documents which can be produced in support of the address are :-

(a) Ration Card

(b) Passport

(c) Driving licence

(d) Identity Card issued by an institution

(e) Copy of the electricity bill or telephone bill whoing residential address

(f) Any document or communication issued by an authority of Central Government, State Government or local bodies showing residential address.

(g) Any other documentary evidence in support of his address given in the declaration.

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

KAJAL GHOSH
KALACHAND GHOSH
6/1/1971
Permanent Account Number
AHIPG6662M

Signature

Kalyan Dhar

Kalyan Dhar

Right hand finger print

Thumb	Fore	Middle	Ring	Little

Left hand finger print

Little	Ring	Middle	Fore	Thumb

Uday Dhar

Uday Dhar.

Right hand finger print

Thumb	Fore	Middle	Ring	Little

Left hand finger print

Little	Ring	Middle	Fore	Thumb

Kajal Ghosh.

Kajal Ghosh.

Right hand finger print

Thumb	Fore	Middle	Ring	Little

Left hand finger print

Little	Ring	Middle	Fore	Thumb

Seal of the Additional District Sub Registrar
Barrackpore, North 24 Pgs.

Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas
12 MAR 2015

THIS DEVELOPMENT AGREEMENT is made on this 12th day of March 2015

BETWEEN (1) SRI KALYAN DHAR, (2) SRI UDAY DHAR, having PAN AGCPD0480F, both are sons of Late Bhabesh Dhar, by religion Hindu, by Nationality Indian, by occupation Business, residing at H-17, Anandapuri, P.O.Nona-chandanpukur, Barrackpore, P.S.Titagarh, District- North 24 Parganas, hereinafter jointly referred to as the LANDOWNER(which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors, executors, administrators, representatives and assigns) OF THE ONE PART

A N D

M/S. KALYANI CONSTRUCTION, a proprietorship concern represented by its Proprietor Sri Kajal Ghosh, having PAN AHIPG6662M, son of Sri Kalachand Ghosh of 46(16), Barasat Road, P.O.Nona-chandanpukur, Barrackpore, P.S.Titagarh, District- North 24 Parganas, hereinafter referred to as the DEVELOPER/PROMOTER(which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, administrators, representatives and assigns)OF THE OTHER PART.

WHEREAS one Santi Sudha Ghosh was the owner of the land comprised in C.S.Dag No.1136, C.S.Khatian No.1263, C.S.Dag No.1137, C.S.Khatian No.1285 of Mouza Chanak, P.S.Titagarh, Distict- 24 Pargnas.

AND WHEREAS during her possession and enjoyment of the said land along with other properties, sold , transferred and conveyed the land measuring 11 cottahs 8 chittaks more or less comprised in C.S.Dag Nos. 1136, C.S.Khatian No.1263, C.S.Dag No.1137, C.S.Khatian No.1285 of Mouza Chanak, P.S.Titagarh, District- 24 Parganas to Sri Jagadish Chandra Dhar by a deed of sale dated 03.07.1953, registered in the Office of the Sub-registrar a t Barrackpore and recorded in Book-I, volume 39, pages 98 to 104, being no. 2729 for the year 1953.

AND WHEREAS after the death of the said Jagadish Chandra Dhar his two sons Ashutosh Chndra Dhar and Bhabesh Chandra Dhar jointly inherited the said property along with other properties left by the said Jagadish Chandra Dhar.

AND WHEREAS during their joint possession and enjoyment lthe said Ashutosh Chandra Dhar and Bhabesh Chandr Dhar amicably partitioned their properties by a deed of partition dated

Seal of the Additional District Sub Registrar
Barrackpore, North 24 Pgs

Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas
12 MAR 2015

20.01.1976 registered in the Office of the Sub-Registrar Barrackpore and recorded in lBook-I, volume no. 14, pages 4 to 10, beig no. 287, for the year 1976.

AND WHERAS by the said partition deed the land measuring 4 cottahs 5 chittaks 28 sft. along with building thereon comprised in C.S.Dag No.1136,1137, C.S.Khatian No.1163 and 1285, R.S.Dag No.4543, R.S.Khatian No.4450 of Mouza Chanak allotted to Bhabesh Chandra Dhar.

AND WHEREAS during his possession and enjoyment of the said property Bhabesh Chandra Dhar died intestate leaving behind his two sons Kalyan Dhar, Uday Dhar and two daughters Mamata Sarkar and Putul Sarkar who jointly inherited the properties of their father Bhabesh Chandra Dhar.

AND WHEREAS during their joint possession and enjoyment the said Mamata Sarkar and Putul Sarkar jointly sold, transferred and conveyed their share in the said property to their brothers Sri Kalyan Dhar and Sri Uday Dhar by a deed of sale daed 29.12.1987 registered in the Office of the Sub-Registrar Barrackpore and recorded in Hook-I, volume No.122, pages 199 to 206, being no.6528 for the year 1987.

AND WHEREAS by way of inheritance and by virtue of aforesaid purchase Sri Kalyan Dhar and Sri Uday Dhar jointly became the absolute owner of the land measuring 4 cottahs 5 chittaks 28 sft. with building thereon comprised in C.S.Dag No.1136 and 1137, C.S.Khatian No.1163 and 1285, R.S.Dag No.4543, R.S.Khatian No.4450 of Mouza Chanak, J.L.No.4, R.S.No.39, Touzi No.2998, being Municipal holding no. 35(35) and 37(36) 'H'Road, Anandapuri, within ward no.6 of Barrackpore Municipality, P.S.Titagarh, District- North 24 Parganas.

AND WHEREAS the present owners are absolutely seized and possessed of or otherwise well and sufficiently entitle to the land measuring 4 cottahs 5 chittaks 28 sft. with building standing thereon being Municipal holding no. 35(35) and 37(36) 'H'Road, Anandapuri, within ward no.6 of Barrackpore Municipality, P.S.Titagarh, District- North 24 Parganas, morefully and particularly described in the First schedule written hereunder.

AND WHEREAS the Developer is carrying on business of promoting and developing and also having experience for construction of multistoried building.

Seal of the Additional District Sub Registrar
Barrackpore, North 24 Pgs

Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

12 MAR 2015

AND WHEREAS the owners intend to develop the said property particularly described in the first schedule written hereunder, by raising and construction multistoried building thereon and approached to the Developer to raise construction on the owners land.

AND WHEREAS for the aforesaid purpose the owners intend to engage the Developer AND WHEREAS the Developer has agreed to raise and construct multistoried building by developing the land particularly described in the first schedule written hereinafter.

AND WHEREAS for the purpose of making multistoried building thereon the owners have agreed to execute and sign the Deed of Amalgamation for submitting joint building plan with the plot of land of adjacent holdings.

NOW THIS MEMORANDUM WITNESSES AND IT IS HEREBY AGREED AS FOLLOWS;

ARTICLE-I , DEFINITION;

LAND shall mean 4 cottahs 05 chittaks 28 sft. be the same a little more or less in Mouza-chanak, P.S.Titagarh, District-24 Parganas(North),morefully described in the First schedule hereunder written and hereinafter referred to as the said premises.

BUILDING shall mean the commercial and/ or residential building of the housing complex with necessary additional structures like pump house,caretaker room etc. as may decided by the Developer but in accordance with building plan to be sanctioned by the Barrackpore Municipality and other appropriate authorities for the purpose of construction of the said housing complex and shall include the car parking and other spaces intended for the enjoyment of the purchasers.

OWNER AND DEVELOPER shall include the Landowner and the Developer as also their respective transferees/nominees,successors,heirs.

COMMON FACILITIES shall include corridors, hallways, stairways, antenna and other spaces and facilities whatsoever required or necessary for the establishment location enjoyment provision for maintenance and/or management of the building and/ or common facilities or any of them thereon as the case may be morefully described in the third schedule written hereunder.

Seal of the Additional District Sub Registrar
Barrackpore, North 24 Pgs.

Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

12 MAR 2015

OWNERS' ALLOCATION shall mean flats and shops agreed to be allocated to the owners in accordance with the provisions hereinafter stated.

DEVELOPER'S ALLOCATION shall mean the remaining portion of the building after providing for the owners' Allocation.

BUILDING PLANS shall mean the plans for the construction of the building comprising of several flats/units/ shops to be submitted to the Barrackpore Municipality for sanction and shall include any amendments thereto and improvement thereon and/or constructed for independent use and occupation including provisions for common facilities.

TRANSFEREE shall mean a person/ persons to whom any flat /shop or space in the building which has been agreed to be transferred.

FLAT/UNIT means the flats and /or other space or spaces intended to be built and constructed and/ or constructed for independent use and occupation including provisions for common facilities.

GARAGE/PARKING SPACE mean the space/ or car parking space/ garage.

ARTICLE-II. TITLE AND INDEMNITIES
INCLUDING CONTRCTUAL OBLIGATIONS;

2.1 The Landowners represented before the Developer that the owners are absolutely seized and possessed of and have a marketable title to the land. The said land is free from all encumbrances subject to existing tenant in the shop rooms of the premises and on the basis of such representation the Developer has entered into this Agreement.

2.2. The owners shall sign plans and papers relating to the building to be constructed at the said premises for submission to the Barrackpore Municipality. The owners hereby agree to sign all further documents required by the Municipal Authority for sanction of the building plan. The developer shall bear all expenses for sanction thereof including all other incidental expenses.

2.3. All expenses for construction of housing complex shall be borne by the Developer and

Seal of the Additional District Sub Registrar
Barrackpore, North 24 Pgs.

Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

12 MAR 2015

2.4. The Developer immediately after obtaining possession of the said land shall be entitled to make advertisement for sale of the proposed flats/space of Developer's Allocation without any interruption or interference from the owners or any person or persons lawfully claiming through or under the owners. The Developer shall negotiate with the tenants of the existing shop room in the premises.

2.5. The Developer undertake to construct the building in accordance with the building plan to be sanctioned by the Barrackpore Municipality and also undertake to pay any damages, penalties and/or compounding fees payable to the authority concerned relating to deviation.

2.6. The Developer shall act independently in the matter of construction of the building and also undertake to keep the owners indemnified from and against all third party claims or compensation and action arising out of any act or commission of the Developer or any accident in or relating to the construction of the proposed building of the housing-cum-commercial complex.

ARTICLE-III, EXPLOITATION RIGHTS;

3.1 After execution of this Deed of Agreement made in terms hereof, the owners shall put the Developer the physical possession of the said premises with existing tenant in the shop rooms.

3.2 The owners grants exclusive rights to the Developer to build upon and to commercially exploit the said premises in any manner by constructing thereon commercial and/or residential multi-storied building and to receive advance/earnest money from the intending purchaser.

3.3 All applications, plan or plans and other papers and documents referred to hereinabove shall be submitted by or in the name of the owners but otherwise at the cost and expenses in all respects of the Developer and Developer shall pay and bear all costs and other fees, charges and expenses required to be paid or deposited for sanction of the building plan or plans for the said building or otherwise to obtain sanction for the construction of the said building on the said premises. PROVIDED ALWAYS that the Developer shall be exclusively entitled to all refunds of any and all payments and/or deposits made by the Developer.

Seal of the Additional District Sub Registrar
Barrackpore, North 24 Pgs.

Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

12 MAR 2015

3.4 The Developer shall abide by all the laws, bye-laws and regulations of the Government, local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and or breach of any of the laws, bye-laws rules and regulations.

3.5 The Developer shall be entitled to enter into Agreement for sale of flat/unit/shop/space with the intending buyers and receive earnest advance/consideration money from the purchaser/s.

3.6 The Developer shall be entitled to sign, execute and register the Deed of sale in favour of the intending purchaser/s of the flat/unit/shop/space on behalf of the owners in respect of the Developer's Allocation.

3.7 The Developer shall negotiate with the existing tenant of the shop rooms and if any space/shop room required to be provided in the proposed new building that will be allotted by the Developer from Developer's Allocation. The owners will be a party and sign the Agreement between the tenant of the existing shop room and the Developer and owners.

ARTICLE-IV, BUILDING;

4.1 The Developer shall have exclusive right at its own costs to construct the building on the said premises in accordance with the sanctioned plan without any hindrance or obstruction from the owners or any person claiming through them. The type of construction, specification of materials to be used and the detail design of the building shall be only as per the choice of the Developer, if there be any defect in the construction and/or if there be any accident due to defect in the construction the Developer shall be responsible for that and the owner shall not be liable or responsible for the same.

4.2 The owners shall put the Developer in exclusive and undisputed possession of the said land subject to existing tenant of the shop room for the purposes of construction of proposed building thereon in accordance with the sanctioned building plan and shall not in any way interfere with the possession of the Developer and shall not disturb or cause obstruction in the construction or development of the said premises. It is made clear that it shall be the obligations on the part of the owners to put the Developer in vacant possession of the said premises within one month from the execution of this Agreement.

Seal of the Additional District Sub Registrar Barrackpore, North 24 Pgs.

Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

12 MAR 2015

4.3 The Developer shall submit building plan to the Barrackpore Municipality within a reasonable time from the date of execution of this Memorandum of Agreement. The owners shall sign the building plan and all relevant papers for the purpose of submission thereof to the Barrackpore Municipality . The Developer shall take all necessary steps for getting approval of the building plan as early as possible and all costs for preparation, submission and approval of the building plan including incidental charges and expenses, shall be borne by the Developer.

4.4 The Developer shall deliver possession of the owners' Allocation of the said building to the owners within a period of one month from the date of completion of the construction of the said building. The Developer shall complete the construction of the proposed new building within 36 months from the date of sanction building plan. If necessary that time may be extended by mutual agreement by the parties.

ARTICLE-V, CONSIDERATION AND SPACE ALLOCATION:

5.1 In consideration of the owners having agreed to grant exclusive right to the Developer to commercially exploit the said premises by constructing buildings as per snctioned plan of the Barrackpore Municipality. The owners will be entitled to a sum of ₹10,00,000/-(Rupees ten lac only) and the flats and shops in the proposed new building in the following manner:

a) Sri Kalyan Dhar will be entitled to one flat measuring 800 sft. covered area at the 2nd Floor South-west side and one shop measuring 100 sft. covered area at the ground floor west side(back portion) of the proposed new building.

b) Sri Uday Dhar will be entitled to one flat measuring 800 sft. covered area at the 1st floor south-west side and one shop measuring 200 sft. covered area at the ground floor south-west corner('H' Road front)

5.2 Immediately after the sanction of the said plan the parties hereto shall allocate and demarcate between themselves their respective portions in the building to be constructed and while allocating the said portion the parties hereto shall ensure that the same is done as per terms of this Agreement.

5.3 The Developer shall be exclusively entitled to the Developer's Allocation in the said building without in any way disturbing the common facilities situated thereon with the exclusive

Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

12 MAR 2015

right to deal with, enter into agreements for sale and accept money from the intending purchaser and transfer the same without any right,claim,demand interest whatsoever or howsoever of the owner and the owner of any person or persons lawfully claiming through him and shall not in any way interfere with or disturb the peaceful possession of the Developer's Allocation either by the Developer or any person or persons claiming through or the nominee or nominees of Developer.

5.4 The Developer shall procure the prospective buyers or purchasers in respect of the Developer's Allocation of the proposed building(excluding owners' Allocation) according to Developer's choice and the owners shall not put any objection to that and the Developer shall be at liberty to enter into Agreement for sale with the prospective buyers and receive earnest money/consideration money and the owner shall have legal binding to ratify and/or confirm the same if necessary.

5.5 That the Landowners shall have the obligation and binding to ratify and/or confirm the Agreement for sale which the Developer shall enter into with the prospective buyers for the sale of Developer's Allocation of the said building and the owners shall have also the legal obligation and/or binding to execute and register deed or deeds of sale in favour of the buyers of the flats or garage or car parking space out of the Developer's Allocation together with the proportionate undivided share in the land upon which the said building will be constructed as per sanction building plan.

ARTICLE-VI, MISCELLANEOUS

6.1 The owners and the Developer have enter into this Agreement purely on a principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the Developer and the owners nor shall the developer and the owners in any manner constitute as Association or persons, each party shall keep the other party indemnified from and against the same.

6.2 The owners or Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force majeure with a view at obligation of the party affected by the force

Seal of the Additional District Sub Registrar
Barrackpore, North 24 Pgs.

Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

12 MAR 2015

majeure shall be suspended for the duration of the force majeure. Force majeure shall mean irresistible or coercion recognised as irresistible and shall include flood, earth-quake, riot, war, severe abnormal storm,tempest,civil commotion, at be wise strike and any other act beyond the reasonable control of the party affected thereby but shall not include normal bad weather or procession civil commotions etc. which are normal to the city.

6.3 The owners hereby authorise the Developer to do all such acts, deeds, matters and things and undertake forthwith upon being required by the Developer in this behalf to execute any such additional power or powers of Attorney and/or other authorisation or authorisations as may be legally required by the Developer for the purpose as also undertake to sign and execute all such additional applications and other documents as may be required for the purpose.

6.4 The Developer shall in consultation with the owners be entitled to frame scheme for the management and administration of the said buildings and/or common parts thereof and to take steps for the formation of an Association either under the provisions of the ownership Apartment Act or any other law for the time being in force. The parties hereto shall not transfer their respective allocation to any persons or buyer unless he/she agrees to be a member of that Association abide by the rules and regulation to be framed by the said Association.

6.5 The owners shall grant to the Developer and/or its nominee or nominees a General Power of Attorney as may be required for the purpose of obtaining sanction of plan and all necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the Barrackpore Municipal Authority and to deal with the property with all authorities and persons.

6.6 The Developer shall on completion of the building put the owners in undisputed possession of the owners' Allocation in the new building.

6.7 The owners shall be entitled to transfer or otherwise deal with the Owners' Allocation in the building.

6.8 In so far as necessary all dealings by the Developer in respect of the building shall be in the name of the Developer and its nominees or nominee or power of Attorney in a form and

Seal of the Additional District Sub Registrar
Barrackpore, North 24 Pgs.

Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

12 MAR 2015

manner reasonably required by the developer, it being understood however that such dealings shall not in any manner fasten or create any financial liability upon the owners.

6.9 Subject as aforesaid the decision of the Developer regarding the quality of the materials shall be final and binding on the parties hereto but the materials in owners allocation must be standard materials.

6.10 The Developer shall install ,erect in the said building at its own cost pump, deep tube well water storage tanks, overhead reservoirs, electrification arrangement for permanent electric connection is obtained, temporary electric connection may be provided in a residential and/ or multistoried building having self contained Apartment and constructed for sale of flats therein on ownership basis and as mutually agreed.

6.11 The owners and the Developer shall punctually and regularly pay for their respective allocations the said rates and tax to the concerned authorities or otherwise as may be mutually agreed upon between the owners and Developer both the parties shall keep each either indemnified against all claims actions demands costs charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the owners or the Developer in this behalf.

6.12 Any transfer of any part of the owners' Allocation in the new building shall be subject to the other provisions hereof and the owners shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges for the common facilities.

6.13 The owners shall not do any act, deed or things whereby the Developer shall be prevented from construction and completion of the said building.

6.14 The owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building at the said premises by the Developer.

6.15 The owners hereby agree and covenants with the Developer not to let out grant lease, mortgage and/or charges the said premises or any portion thereof.

6.16 The Developer hereby agree and covenants with the owners not to violate or contravene any of the provisions or rules applicable for construction of the said building.

Seal of the Additional District Sub Registrar
Barrackpore, North 24 Pgs.

Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

12 MAR 2015

6.17 The Developer hereby agree and covenants with the owners not to do any act, deed or thing whereby the owners are prevented from enjoying ,selling, assigning and /or disposing of any of the owners' Allocation in the building at the said premises.

6.18 The Developer hereby undertakes to keep the owners 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 premises and/or in the matter of construction of the said building and/or for any defect therein.

6.19 It is made clear between the parties that if there is any defect in owners title or documents, deeds and papers the same will be rectified and/or clear by the landowners at their own cost and expenses and if the owners fail to cure and/or rectify such defects in title, deeds, documents etc. inthat event owners will return the consideration money so received from the Developer, with interest @ ₹24% p.a.

6.20 It is clearly understood that the Developer shall demolish the existing old building at the said premises at its own cost and expenses and after demolition the Developer shall sell the old building materials such as bricks, windows, grills, doors, iron joist, brick bats ,debris etc. and receive sell proceeds for the same. The owners will not interfere in any way for such work of the Developer.

6.21 The Landowners will bear the cost for their individual electric meter.

6.22 The Developer shall arrange alternative accommodation for the landowners for the period from taking vacant possession of the property described in the First schedule below from the landowners till the date of delivery of possession to the Landowners Allocation.

6.23 All disputes and differences between the parties arising out of the measurement, construction,or any point of this agreement or their respective rights and liabilities as per this Agreement shall be adjudicated by reference to the Arbitration of two independent Arbitrators, one to be appointed by each party who shall jointly appoint an umpire at the commencement of the reference and the Award of the Arbitrators shall be final and conclusive and binding on the subject as between the parties and the clause shall be deemed to be a submission within the meaning of Arbitration and Conciliation Act,1996.

Seal of the Additional District Sub Registrar
Barrackpore, North 24 Pgs.

Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

12 MAR 2015

FIRST SCHEDULE ABOVE REFERRED TO
(Description of total property)

ALL THAT piece and parcel of land measuring 04 cottah 05 chittaks 28 sft. with 500 sft. covered area building standing thereon comprised in C.S.Dag no.1136 and 1137, C.S.Khatian no.1263 and 1285 R.S.Dag no. 4543 R.S.Khatian no. 4450 of Mouza-Chanak, J.L.No.4, R.S.No.39, Touzi No.2998, being Municipal holding no.35(35) and 37(36) 'H' Road, Anandapuri, within ward no.6 of Barrackpore Municipality, P.S.Titagarh, District-24 Parganas(North), butted and bounded by:

On the North & East side: H/O. Ashutosh Dhar. On the South: 'H' Road, Anandapuri.

On the West: Pragati Sangha.

SECOND SCHEDULE ABOVE REFERRED TO
(LandOwners' Allocation)

The owners will be entitled to a sum of ₹10,00,000/=(Rupees ten lac only) and the flats and shops in the proposed new building in the following manner:

a) Sri Kalyan Dhar will be entitled to one flat measuring 800 sft. covered area at the 2nd Floor South-west side and one shop measuring 100 sft. covered area at the ground floor west side of the proposed new building.

b) Sri Uday Dhar will be entitled to one flat measuring 800 sft. covered area at the 1st floor south-west side and one shop measuring 200 sft. covered area at the ground floor south-west corner('H' Road front)

c) Collapsible gate, window grill, balcony grill will be provided by the Developer to the Landowners.

THIRD SCHEDULE ABOVE REFERRED TO
(Common areas,parts and facilities)

1. Water pump and motor with installation and room.
2. Tube-well, water pump, overhead water tank and underground water reservoir, water pipes and other common plumbing installation and spaces required thereto.
3. Electrical wiring, meters, fittings and fixtures for lighting the stair case, lobby and other common areas and parts(excluding those are installed for any particular flat/unit) and space required thereto.

Seal of the Additional District Sub Registrar
Barrackpore, North 24 Pgs.

Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

12 MAR 2015

4. Foundation, columns, beams, supports corridors, lobbies, stair, stairways, landings, entrance and exit both ways.
5. Drains and sewers from the premises to the Municipal drain.
6. Water sewage and drainage evacuation pipes from the flats to drains and sewers common to the premises.
7. Boundary walls, main gate and such other places, parts and facilities to be decided by the Developer for common use and enjoyment and management of the building.
8. Common parking space for two wheeler.
9. Lift/modern elevator.

FOURTH SCHEDULE ABOVE REFERRED TO
(Specification)

Foundation: R.C.C. Foundation and frame structure for multi storied building.

Walls : Brick work in all external walls 8" thick and all inside partition walls are 5" and 3" inches Thick with cement mortar.

Floors : Bed rooms, Varandah/Balcony Living /Dining floors finished with 600 mm, X 600 mm. vitrified tiles and 4" inches skirting on all sides.

Internal walls & Ceilings : Internal walls and ceilings to be finished with Putty.

External Walls: External walls will be finished with weather coat / cement-based paints.

Doors : Doorframes shall be of good quality Sal wood. Main entrance door Grammer wood with godrej handle lock and all Other doors will be of commercial ply flush door with handle lock. On the main door one Magic eye. All wooden surfaces shall be painted with one coat primer only.

Windows : Aluminum window with glass panels.

Kitchen : Green marble finished Platform with Stainless steel sink with 3'-6" height glazed tiles .Floor will be finished with 300mm X300mm anti skid floor tiles with 4"inches skirting .

Toilet : Will be finished with floor tiles 300mm X 300 mm. anti skid with 6'ft. height glazed tiles 300mm X 200mm on all sides with sintex Door with white commode .

External plumbing: All external soil, vent and waste water and rain water pipes of PVC

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 3
Page from 7217 to 7242
being No 01091 for the year 2015.

(Prabir Kumar Goldar) 19-March-2015
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. BARRACKPORE
West Bengal

Internal Plumbing: Conceal with G.I.medium pipe with fittings.

Electrical : All electrical line will be concealed with copper wire and 3 circuit MCB systems will be provided. Bed rooms will be provided 2 light point,1 fan point,1 plug point.

Dining cum-living room – 2 light point,1 fan point,2 plug point.

Kitchen- 1 light point,1 exhaust fan point, 1 Grinder mixer/Acquaguard/Micro oven point.

Toilet- 1 light point,1 exhaust fan point.

Balcony- 1 light point, 1 plug point. Common Light point for stairs and common service area.

T.V. & Telephone : One T.V. point and one Telephone point will be provided in living room.

Water Supply : One underground and one overhead water reservoir will be provided with adequate capacity of pump.

GENERAL INFORMATION: Any extra work, addition or alteration in the flats other than our standard specification shall be done subject to the approval of the consulting engineer. The requisite extra cost shall be borne by the purchaser and such cost shall be deposited to the Developer before the execution of work.

All charges as per the quotation of the W.B.S.E.D.C.L. regarding installation of meter(common and individual) and cost of installation of Transformer as per the quotation of W.B.S.E.D.C.L. shall be borne by the purchaser. All balcony railings and windows grill as per our Architects design.

N.B. The layout and specification given above are tentative and subject to minor alteration and modification on account of technical reasons without any reference.

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

Witnesses:

1) Uday Bhanu Chakraborty
15/6, H-Road, Anandapuri
P.S. - Titagarh.
Kolkata - 700122.

2) Bhalanath Saha
Math Para, Barrackpore
P.S. Titagarh, Kol - 122

Uday Dhar

Signature of Landowners

M/S. KALYANI CONSTRUCTION
Rajal Ghosh
Proprietor

Signature of Developer

Seal of the Additional District Sub Registrar
Barrackpore, North 24 Pgs.

Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

12 MAR 2015

Received from the Developer the sum of ₹ 10,00,000/-(Rupees ten lac) only towards the money consideration in terms of the Development Agreement as per memo below;

1.By cheque of Allahabad Bank Bkp.Branch ..... ₹5,00,000=00

2.By cheque of Allahabad Bank Bkp.Branch ..... ₹5,00,000=00

Kalyan Dhar

Uday Dhar

Signature of Landowners.

Winesses:

1) Uday Bhanu Chakraborty
15/6, H-Road, Anandapuri
P.S. Tollygarh,
Kolkata - 700122

2) Bholanath Saha
Math Para, Barrackpore
P.S. Titagarh, Kol - 122

Drafted & prepared by:

Advocate, Alipore Judges Court,
Kolkata-700 027.

Seal of the Additional District Sub Registrar
Barrackpore, North 24 Pgs

Addl. Dist. Sub-Registrar
Barrackpore, North 24 Parganas

12 MAR 2015

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 3
Page from 7217 to 7242
being No 01091 for the year 2015.

(Prabir Kumar Goldar) 19-March-2015
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. BARRACKPORE
West Bengal