

AND WHEREAS said Smt. Anubrata Majumder, Sri Gobinda Majumder, Sri Gadadhar Majumder, Smt Jamuna Banerjee and Smt Pratima Mukherjee jointly sold and transferred the aforesaid property to Sri Alok Kumar Paul through a Registered Deed of Sale executed on 13.12.1985 duly registered at the office of A.D.S.R. Serampore, District - Hooghly, vide Deed No. 5970 for the year 1985.

AND WHEREAS said Sri Alok Kumar Paul sold and transferred the aforesaid property to Sri Arun Kumar Mukherjee through a Registered deed of sale executed on 29.08.1990 duly registered at the office of A.D.S.R. Serampore, District- Hooghly, vide Deed No. 4075 for the year 1990.

AND WHEREAS said Arun Kumar Mukherjee died intestate on 12.03.1996 leaving behind his wife Smt Anima Mukherjee, one son Sri Gour Mukherjee two daughters namely Smt Gita Chatterjee and Smt Nivedita Mukherjee as his only legal heirs and successors and they jointly inherited the aforesaid property as per Hindu succession Act 1956.

AND WHEREAS said Smt Anima Mukherjee, Sri Gour Mukherjee, Smt Gita Chatterjee and Smt Nivedita Mukherjee jointly sold and transferred the aforesaid property to Sri Anup Kumar Paul, the proprietor of M/s. R.N.R. Brick Field, through a Registered Deed of Sale executed on 22.06.1997 duly registered at the office of A.D.S.R. Serampore Hooghly, recorded therein in Book No.1, volume No. 84 pages 19 to 30 being No. 3761 for the year 1997.

AND WHEREAS said Sri Anup Kumar Paul the proprietor of M/s. R.N.R. Brick Field sold and transferred the aforesaid property measuring land area more or less 2 (two) Cottahs 3(three) Chittaks to Smt. Utpala Paul, the Owner No. 2 herein, through a registered

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Deed of Sale executed on 25.02.2015 and duly registered at the office of A.D.S.R. Serampore, District - Hooghly and recorded therein in Book No. 1, CD Volume No. 3, Pages 2321 to 2337, Being No. 01526 for the year 2015.

AND WHEREAS after purchasing the aforesaid property said Smt. Utpala Paul, the Owner No. 2 herein, have become the absolute owner of such property and she mutated her name in the record of Uttarpara-Kotrung Municipality as well as in the office of the B. L. & L. R. O. by paying relevant taxes and rents therein in her own name.

AND WHEREAS the Owners herein have amalgamated their aforesaid five separate properties having Municipal Holding Nos. 6/2/1, 6/1 & 6/2, Baidik Para Ghat Lane, into one holding and after such amalgamation the Authority of the Uttarpara-Kotrung Municipality allotted new Municipal Holding No. 6/1, Baidik Para Ghat Lane, in respect of the Schedule 'A' mentioned property.

AND WHEREAS the Owners herein hereby declare that the said property is free from all sorts of encumbrances and attachments, whatsoever and they have absolute and joint possession of the same by exercising each of their right, title and interest thereon without any interruption from any corner, whatsoever.

AND WHEREAS the Owners herein have decided and agreed to develop the said property, which is mentioned in the Schedule 'A' written hereinbelow, by constructing a multi-storied building upon it through and at the costs and expenses of the Developer herein.

AND WHEREAS the Developer herein has also agreed to get the said property developed by constructing a multi-storied building upon the said land at its own costs and expenses under the terms and conditions stipulated in this agreement.

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IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :

1. [a] **Owners** : Owners shall mean 1) SRI ANUP KUMAR PAL, son of Late Siddheswar Pal, by faith - Hindu, Citizen - Indian, by occupation - Business and 2) SMT. UTPALA PAL, wife of Sri Anup Kumar Pal, by faith - Hindu, Citizen - Indian, by occupation - Housewife, both are residing at 3, Baidik Para Ghat Lane, P.O. - Hindmotor, P.S. - Uttarpara, District - Hooghly, PIN - 712233, and include their legal heirs, successors, executors, administrators and/or assigns.
- [b] **Premises** : shall mean Municipal Holding No. 6/1, Baidik Para Ghat Lane, within the ambit of the Uttarpara-Kotrung Municipality, P.O. - Bhadrakali, P.S. - Uttarpara, District - Hooghly.
- [c] **Developer** : shall mean the aforesaid M/S. JAI HANUMAN PROJECTS PVT. LTD., a Company incorporated under the Companies Act, 1956, having its Registered Office at Room No. 410, Fourth Floor, 21, Hemanta Basu Sarani, Post Office - G.P.O., Police Station - Here Street, Kolkata - 700001, and it's successors-in-office, legal representatives, executors, administrators and assigns.
- [d] **Building** : shall mean the building to be constructed at the aforesaid holding over the land mentioned in the Schedule 'A' herein under in accordance with the building plan sanctioned by the Uttarpara-Kotrung Municipality.
- [e] **Common Facilities and Amenities** : Corridor, Stairways, Passage and Pathways, Front Side and Back Open Space, Overhead Tank, Water Pump and Motor, drainage pipe lines, septic tank and other facilities which may be mutually agreed upon between the parties and required for establishment, maintenance and/or management of the building.

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- [f] **Owners' Allocation :** shall mean entire First Floor [consisting of 3 (three) residential Flats being Flat No. A, B & C aggregating total covered area, more or less 1924 Sq. Ft.] and entire Ground Floor [consisting of Car Parking Spaces aggregating total covered area more or less 1924 Sq. Ft.], within the proposed multi-storied building (Block 'F') to be constructed over the Schedule 'A' mentioned property and monetary consideration of Rs. 25,00,000/- (Rupees Twenty Five Lac) only.

That the Developer has paid the said monetary consideration of Rs. 25,00,000/- (Rupees Twenty Five Lac) only on or before execution of this agreement in manner mentioned in the Memo of Consideration hereinbelow.

- [g] **Developer's Allocation :** shall mean total constructed area of the proposed multi-storied (G+4) building upon the Schedule 'A' mentioned land, except the Owners' allocated area as mentioned hereinabove.

- [h] **Time for Completion :** will be for 48 (forty eight) months from the date of sanction of building plan or further period mutually extended by the parties herein.

2. That this agreement shall be deemed to have commenced on and with effect from the day of execution of this present agreement.
3. The Developer shall develop the said property more fully described in the Schedule 'A' hereunder written by constructing a multi-storied building on it as per the building plan sanctioned by the Uttarpara-Kotrung Municipality.

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4. The Developer shall arrange for and obtain necessary permissions as may be required from time to time for development of the said property at the costs and expenses of the Developer and the Developer shall be at liberty to engage engineer, architect, masons, labours etc. at its own cost and the Owners shall have no liability in this regard but the Owners shall provide their best co-operation to the Developer.
5. The Developer shall during the construction and development of the said property follow the laws, rules and regulations of the Government, statutory or local bodies and other concerned authority in this regard.
6. The Owners have absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property. The Owners declare that the said property is free from all sorts of encumbrances, charges, demands, liens, attachments and dependencies of whatsoever nature and the same is not affected by any scheme or proceedings or notice for acquisition or requisition by the Central or State Government or any local body or authorities or Municipal Authority.
7. There is no impediment of any nature whatsoever for the Owners to entrust to the Developer herein with the development of the said property in the manner herein agreed and/or the construction of the said building as per the building plan sanctioned by the Uttarpara-Kotrung Municipality.

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8. The Owners hereby confirm that they are not presently binding themselves with any Agreement for Sale and/or Development Agreement in respect of the said property or any part or portion thereof with any person or party.
9. The Owners after execution of this Agreement shall not in any manner encumber, mortgage, sell or transfer or let out or otherwise deal with or dispose of the said property or any part or portion thereof but on completion of the construction of the proposed multi-storied building the Owners shall have every right to transfer their allocated portion as mentioned hereinabove to any third party.
10. The Owners herein declare and confirm that there is no order of injunction pending or contemplated before any court of law, concerning or relating to the said property of the Owners.
11. That during the work of construction, if any accident occurs, the Developer will be solely responsible / liable for the same and the Owners shall not have any responsibility whatsoever in this regard.
12. That within 30 (thirty) days from the date of execution of this Agreement the Owners shall give all facilities to the Developer for entry, peaceful and vacant possession of the said property for the purpose of carrying out demolition and/or implementation and/or construction of the building upon the said property in terms of this Agreement.

13. The Owners shall not do or cause to be done any act, deed, thing or matter nor permit any one to do any act, deed or thing, which may in any manner cause obstruction and/or interference in the development of the said property over the land under the Development Agreement and/or construction of the said multi-storied building.
14. The Developer agrees to bear all Municipal and/or other rents and taxes in respect with the Schedule 'A' mentioned property.
15. The Developer shall subject to force majeure complete the said development and construction of the building in all respect in a most habitable condition including the Owners' Allocated area upon the said property as per the building plan sanctioned by the Uttarpara-Kotrung Municipality within 48 (forty eight) months from the date of sanction of building plan.
16. That hereinafter if situation so demand, the Owners herein shall execute Deed of Conveyance/Conveyances in favour of the prospective buyers of the areas fall within the Developer's Allocation.
17. The Developer is hereby authorized and empowered by the Owners at all times during subsistence of this Agreement in relation to the said construction work so far as may be necessary to apply and obtain temporary and permanent connection of water, electricity and/or gas to the building and other facilities required for construction of the building.

18. That the Owners shall pay the Service Tax, at the applicable rate and as assessed by the concerned Assessing Department in respect of the flats that fall under the Owners' Allocation, through the Developers or their agents, subordinates, against proper money receipts / discharge.
19. The Owners shall not do any acts, deeds or things whereby the Developer shall be prevented from construction and completion of the said building and shall render all co-operation and assistance to the Developer as may be required from time to time for the purpose of construction and completion of the building upon the said property including sanction, extension and/or revision of the building plan from the local municipal authority.
20. That all the original documents of title including Title Deeds, Porcha, Municipal Tax Receipt, Agreements etc. in respect of the said property as described in the Schedule 'A' hereunder written shall always be kept harmless in the custody of the Developer.
21. The Developer shall be entitled to display its Sign Board on the said property describing its name, address and other particulars and also shall have right to advertise in the media both print and audio-visual for self-publicity and in relation to sale of flats, shops and car-parking spaces.
22. The Developer herein i.e. M/s. Jai Hanuman Projects Pvt. Ltd. shall not engage, nominate or appoint any other person(s), company or firm as its co-associate / partner in connection with the development of the Schedule 'A' mentioned property by constructing multi-storied building thereon.

23. The Developer shall finish and / or complete the work of construction in a most habitable manner / conditions and complete the same in each and every respect within the time frame contained in Clause 1. (h) of this presents.
24. That immediate after completion of the proposed multi-storied building, the Developer shall be liable to handover the Owners' allocated area with reference to Clause 1. (h) of this presents.
25. To facilitate the uninterrupted construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done or executed by the Developer and for which the Developer may need and seek the authority of the Owners and various applications and other documents which may be required to be signed or made by the Owners relating to which specific provisions may not have been framed herein, the Owners hereby undertakes to do all such deeds, matters and things and the Owners shall execute any such additional authorization as may be required by the Developer for this purpose.
26. In the event of undivided and undemarcated property or the property is amalgamated with other property entire over which the building would be built up, all the owner shall have to partition their share by registering proper instrument to become the owner of the separated property within the building to be built by this agreement.
27. It is to be mentioned that through this present agreement the Developer shall not obtain any title over the Schedule 'A' mentioned property but the Developer shall transfer the Developer's Allocation mentioned herein above through the General Power of Attorney and in this respect the Owners shall not raise any objection.

28. That the Developer shall have no right to sell the Owners allocated / earmarked portion.

We, 1) **SRI ANUP KUMAR PAL**, son of Late Siddheswar Pal, by faith - Hindu, Citizen - Indian, by occupation - Business and
2) **SMT. UTPALA PAL**, wife of Sri Anup Kumar Pal, by faith - Hindu, Citizen - Indian, by occupation - Housewife, both are residing at 3, Baidik Para Ghat Lane, P.O. - Hindmotor, P.S. - Uttarpara, District - Hooghly, PIN - 712233, **SEND GREETINGS.**

NOW KNOW BY THESE PRESENTS that We doth hereby nominate constitute and appoint a) **Sri Vinod Kumar Jajoo**, son of Sri Phoos Raj Jajoo, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at Flat No. 3D, Third Floor, Radha Gobinda Apartment, 22, R. G. Nagar Road, Post Office - Hindmotor, Police Station - Uttarpara, District - Hooghly, PIN - 712233, b) **Sri Moley Sadhukhan**, son of Sri Kanailal Sadhukhan, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 2, Baidikpara Ghat Lane, Post Office - Hindmotor, Police Station - Uttarpara, District - Hooghly, PIN - 712233, c) **Sri Durga Prasad Chowdhuri**, son of Late Sambhu Nath Chowdhuri, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 61, Hem Chandra Lane, Post Office - Bhadrakali, Police Station - Uttarpara, District - Hooghly, PIN - 712232 and d) **Sri Subhasis Ghosh**, son of Late Paresh Chandra Ghosh, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 56, Makhla Ghosh Para, Post Office - Makhla, Police Station - Uttarpara, District - Hooghly, PIN - 712245, all are the Director of above mentioned M/S. **JAI HANUMAN PROJECTS PVT. LTD.**, as our true and lawful Attorney and Agent for us, in our names and on our behalf, to execute and perform all or any of the following acts, deeds, matters and things as mentioned hereinafter.

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