

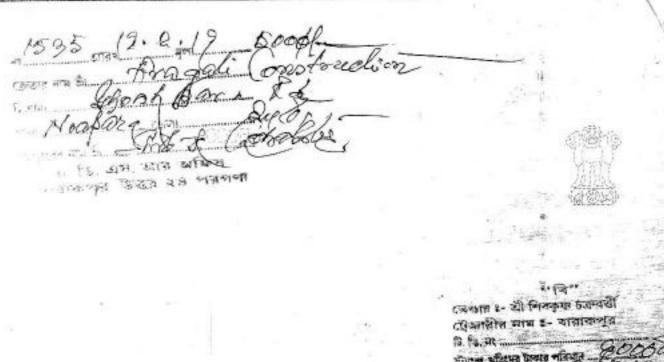
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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 20th day of February 2019 (Two Thousand Nineteen).

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Addi. Dist Sub-Registra. Barrackcore. North 24 Pgs. 2 0 FEB 2019

BETWEEN

-1. SRI SUDHINDRA NATH MODAK, PAN AELPM1555M, son of Late Radhika Prasad Modak, residing at: Ichapore, Duley Para, Kanthadhar, P.O. Ichapore Nawabganj, P.S. Noapara, Dist-North 24 Parganas, Pin - 743144, 2. SRI SWAPAN KUMAR MAJUMDER, PAN ADPPM3289H, residing at: Palta Nabapally, P.O. Bengal Enamel, P.S. Noapara, Dist - North 24 Parganas, Pin - 743144, both by faith - Hindu (Indian), by occupation: Business, hereinafter referred and called as the "OWNERS" (which expression shall unless excluded by repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, representatives, and assigns and nominee or nominees) of the FRIST PART.

AND

PRAGATI CONSTRUCTION, PAN AATFP3853F, a partnership firm having its office at Shibam Apartment, Flat No. 1C, First Floor, Ghoshpara Road, Badamtala, P.O. Ichapore Nawabganj, P.S. Noapara, Dist - North 24 Pareganas, being represented by its partners namely 1. SMT. TUTUN MODAK, PAN CGXPM2100A, wife of Sri Sudhindra Nath Modak, residing at: Shibam Apartment, Flat No. 1C, First Floor, Ghoshpara Road, Badamtala, P.O. Ichapore Nawabganj, P.S. Noapara, Dist - North 24 Pareganas, 2. SRI



NATARAJ PODDER, PAN AKMPP9051A, son of Sri Nani Gopal Podder, residing at: Khudiram Nagar, P.O. Shyamnagar, P.S. Jagaddal, Dist - North 24 Parganas, 3. SRI SUMIT MAJUMDER, PAN ALUPM6835G, son of Swapan Kumar Majumder, residing at: Nabapally, P.O. Bengal Enamel, P.S. Noapara, Dist - North 24 Pareganas, all by faith - Hindu (Indian), by occupation: Business, hereinafter called the 'DEVELOPER' (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor -in-office, respective heirs, executors, administrators, representatives, and assigns and nominee or nominees) to the Party of the SECOND PART.

WHEREAS one Balai Chand Mukhopadhyay alias Balai Chand Mukherjee purchased a plot of Bastu land measuring 12 decimal lying and situated at: Mouza: Ichapore, J.L. No. 3, R.S. No. 89, Touzi No. 617, comprised and contained in R.S. Dag No. 2245 under R.S. Khatian No. 132, within the limits of North Barrackpore Municipality, P.S. Noapara, Dist - North 24 Parganas, from Smt. Brajeswari Dasi by virtue of a registered Deed of Sale Being No. 4522, recorded in Book No. I, Volume No. 62, written in pages 46 to 49 and the same was registered at A.D.S.R.O. Barrackpore dated 25/09/1963.



AND WHEREAS after purchasing the abovesaid property said Balai Chand Mukhopadhyay alias Balai Chand Mukherjee became the absolute owner of the same and he recorded his name in the records of Revisional Settlement in R.S. Dag No. 2245 under R.S. Khatian No. 132 and after dispossing off some portion out of his aforesaid property he also recorded his rest portion of land in the records of L.R. Settlement in L.R. Dag No. 4223 under L.R. Khatian No. 4811, land measuring 8.70 decimal as classification 'Bastu' and while thus seized and possessed the same said Balai Chand Mukhopadhyay alias Balai Chand Mukherjee died intestate on 02/04/1996 leaving behind him surviving Sri Prasanta Kumar Mukherjee, Sri Suvendu Mukherjee, Amulya Ratan Mukherjee, Smt. Rama Mukherjee, Smt. Kabita Banerjee as his sons and daughters and as his only legal heirs and successors to inherit his abovesaid property.

AND WHEREAS after demise of said Balai Chand Mukhopadhyay alias Balai Chand Mukherjee the aforesaid Sri Prasanta Kumar Mukherjee, Sri Suvendu Mukherjee, Amulya Ratan Mukherjee, Smt. Rama Mukherjee, Smt. Kabita Banerjee became the joint owners and co-sharers of the abovesaid property and while thus seized and possessed the same said Amulya Ratan Mukherjee died intestate on 21/01/2000 leaving behind him surviving Smt. Arati



Mukherjee as his wife and Smt. Chhanda Tribedi, Smt. Nanda Chatterjee, Smt. Dhira Bhattacharjee as his daughters and as his only legal heirs and successors to inherit his abovesaid property.

It is mentioned herewith that the wife of Balai Chand Mukhopadhyay alias Balai Chand Mukherjee namely Gajamati Mukherjee predeceased him on 14/02/1995.

AND WHEREAS by the aforesaid manner said Sri Prasanta Kumar Mukherjee, Sri Suvendu Mukherjee, Smt. Rama Mukherjee, Smt. Kabita Banerjee, Smt. Arati Mukherjee, Smt. Chhanda Tribedi, Smt. Nanda Chatterjee and Smt. Dhira Bhattacharjee became the joint owners and co-sharers of the aforesaid property and while thus seized and possessed the same they jointly sold and transferred a plot of land measuring 5 (five) cottahs 4 (four) Chhittaks alongwith strucuture thereon to the land owners herein by virtue of a registered Deed of Sale Being No. 150501289, recorded in Book No. I, Volume No. 1505-2018, written in pages 32667 to 32704 and the same was registered at A.D.S.R.O. Barrackpore dated 19/03/2018.

AND WHEREAS after purchasing the aforesaid property the land owners herein became the joint owners and co-sharers of the same and they mutated their names in the records of North

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Barrackpore Municipality in Ward No. 6, Holding No. 74, Goalapara and they have been seizing, possessing and enjoying the same with absolute right, title and interest and without any encumbrances from any corner whatsoever till date.

AND WHEREAS the land owners of the First Part herein are desiours to develop the abovesaid property by way of raising two Multistoried Building and the land owners herein of the First Part are not in a position to meteralise their desire as to effecting the development the property as described in the First Schedule due to their financial stringency.

AND WHEREAS the abvonamed owners of the First Part has given an offer to the party of the second part urging them thereby to develop the said land as described in the First Schedule by way of construction of a Multistoried building upon the First Schedule of Property at its own cost and in pursuance of the building plan as sanctioned by the Local Municipality.

AND WHEREAS the party of the Second Part having immense experience as builder and having financial capability has accepted the said offer of the parties of the First Part so as to effecting development upon the said land as described in the First Schedule

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written hereunder after having due satisfaction as to the right title and interest of the owners of the First Part over the said land as described in the First Schedule written hereunder on terms and conditions as laid down hereunder and has mutually agreed upon by and between the parties hereto.

AND WHEREAS for brevity and precision of this agreement following clarifications constituting thereby part of the agreement have been made.

NOW THIS AGREEMENT FOR DEVELOPMENT
WITNESSETH as follows:-

ARTICLE - I, DEFINITION

- 1.1 HOLDING NUMBER: shall mean 74, Goalapara, under Ward No. 6, of North Barrackpore Municipality is fully described in the First Schedule hereunder.
- 1.2 BUILDING: shall mean the Multistoried storied building with Several units and residential flats so to be constructed according to the plan, sanctioned at the instance of the developer by the competent authority and so to be constructed on the said premises of the



landowners morefully described in the First Schedule written hereinbelow.

- the area and amenities annexed to the said building to be erected over the first schedule of the property which includes entrance of the building, pump room, tubewell, septic tank, Electric meter room, Drawan room, water pipe lines, drain pipe line, corridors, staircase, Lobbys, roof, statutory open space within the said holding and proportionate share of land underneath, underground water reservoir, over head water tank, water pump and motor and other facilities which may be required for enjoyment maintenance or management of the said building by all occupiers of the building and which has been described in the Fifth schedule written under.
 - 1.4 SALEABLE SPACE: shall mean the space within the building which is to be available as an unit/flat/garage for independent use and common use car parking two wheeler occupation after making due provisions for landowners' allocation, common facilities and space required thereof.
 - 1.5 OWNERS' ALLOCATION: shall mean a self contained flat on the Ground floor of the proposed Multistoried Building measuring



covered area of 600 sft. together with proportionate share of land underneath alongwith right to use the common facilities and amenities.

Apart from the abovesaid allocated portion the land owners shall get a sum of Rs. 20,00,000 (Rupees Twenty Lakh) only from the Developer herein and the Developer herein has paid the said amount of Rs. 2,00,000 (Rupees Two Lakh) only at the time of execution of this present and the balance amount of Rs. 18,00,000 (Rupees Eighteen Lakh) only shall be paid by the Developer to the land owners at the time of handing over land owners' allocation.

The Owners' allocation has been described in the Second Schedule hereunder written.

1.6 DEVELOPERS ALLOCATION: shall mean save and except owners' allocated portion the developer shall get rest portion of the said proposed Multi storied building together with common facilities and proportionate share of land underneath.

The developer' allocation has been described in the Third Schedule hereunder written.

1.7 ARCHITECT: shall mean such person or persons being appointed by the developer. The certificates regarding measurement

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dimensions etc. issued by the said L.B.A & L.B.S. & Engineer shall be final and binding upon the parties hereto.

1.8 BUILDING PLAN: shall mean such plan for the construction of the Multi storied building which will be sanctioned by the Local municipality for construction of the building, including its modification and amenities and alterations if made at the cost and expenses of the developer in respect of the property as described in First Schedule.

of a plot of land shall mean ALL THAT a piece and parcel of a plot of 'Bastu' lane measuring 5 (five) cottahs 4 (four) Chhittaks alongwith strucuture thereon lying and situated at: Mouza: Ichapore, J.L. No. 3, R.S. No. 89, Touzi No. 617, comprised and contained in R.S. Dag No. 2245 corresponding to L.R. Dag No. 4223 under R.S. Khatian No. 132corresponding to L.R. Khatian No. 4811, within the limits of North Barrackpore Municipality, Ward No. 6, Holding No. 74, Goalapara, under P.S. Noapara, Dist-North 24 Parganas and under the Jurisdiction of A.D.S.R.O. Barrackpore.

1.10. TITLE DEEDS: shall mean and include all the original Title Deeds, records of rights, amalgamation certificate issued by the North



Barrackpore Municipality and all other relevant original documents in relation/connection to title of the said amalgamated holding number Holding No. 74, Ward No. 6, Goalapara, Dist - North 24 Parganas, within the North Barrackpore Municipality.

1.11. TRANSFER: with its grammatically variation shall include transfer by possession and by any other means adopted for effecting that is understood as a transfer of space(s) and/or area(s) in the proposed building to the purchaser or purchasers thereof although the same may not amount in law.

1.12. TRANSFEREE: shall mean a person or persons, firm(s), limited company, association of person etc. to whom any flat and space(s) and garages shall be sold and transferred by the developer and owners from their sharer of allocations in the said proposed four storied building.

1.13. ROOF: shall mean and inleude the roof of the proposed building.

ARTICLE - II, COMMENCEMENT

2.1 This agreement shall be deemed to have been commenced on and with effect from 2015day of February 2019.



ARTICLE - III, LAND OWNERS' RIGHT & REPRESENTATION

- 3.1 POSSESSION: The Landowners are now seized and possessed of and/or otherwise well and sufficiently entitled to the said premises and shall deliver physical as well as identical possession to the developer to develop the said premises.
 - 3.2 The said land premises is free from all encumbrances and the Landowners have marketable title in respect of the said premises.
 - There is no execess vacant land at the said holding number within the meaning of the Urban Land (Celling and Regulation) Act, 1976.
 - 3.4. The owners hereby declare that they did not execute any other document or documents or transfer deed and/or Development agreement with any other person or persons in connection with the said holding number save and except with this Developer/Second Party herein.
 - 3.5. The Owners shall hand over all the Xerox copies/photo copies of the original Title deeds of the said holding and other original



documents relating to the said holding to the Developer at the time of execution of this agreement against proper receipt and the owners shall be liable to co-operate and/or help in all manner to the Developer as and when the said Original Title Deeds and other original documents shall be needed by the developer for the purpose of inspection to the buyers of the Developer to sell the Developer's share of allocation in the proposed building and any other purpose for the Development of the said premises etc.

3.6. Although, the developer has already examined/inspected all the relevant documents regarding Title of deed and other relating documents before starting of construction work, if any suppression of fact regarding title of the property, etc, by the owners, then the owners shall be entirely liable, if the proposed construction is stopped and/or hampered by an order of any Court of Law in respect of any other acts, deeds and thing of the owners and their men and agents in that case the owners shall be liable to pay compensation and/or damage which will be suffered by the Developer and the quantum of damages and compensation shall be calculated by the Engineer under whose supervision the construction will be carried out and after the calculation of the said quantum of damages and/or compensation the owners shall be liable to pay the same to the Developer within thirty days from the date of calculation of the said quantum of damages and/or compensation.

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ARTICLE - IV, DEVELOPER/PROMOTER'S RIGHTS

- 4.1 The Landowners hereby grant permission subject to what have been hereunder provided, exclusive right to the promoter/developer to build and construct a Multistoried building upon the said premises of the Landowners in accordance with the building plan sanctioned by North Barrackpore Municipality at the costs and expenses of the developer in the name of the Land owners with or without any amendment and/or modification to be made or caused to be made thereon by the developer.
 - 4.2. All application, plans and other papers and documents that may be required by the promoter/developer for the purpose of obtaining necessary sanction of revised plan from the North Barrackpore Municipality shall be prepared and submitted by the promoter/developer on behalf of the Landowners and the Landowners shall sign all such plans, application, other papers and documents as and when necessary and all costs and expenses including plan sanctioning costs will be borne by the developer/promoter.
 - 4.3. It is made clear that all the flats/parking space being the developer's allocation in the entire proposed building in all the floors and those will be property of the developer herein and if the



developer so desires, the developer can sell it to the prospective buyers at any consideration or price at the self discretion of the developer but the deed of conveyance of the same will be made only after handing over the possession of Landowners' allocation to the Land owners.

- 4.4 The developer upon completion of the entire constructional work of the building shall obtain completioncertificate from appropriate authorities at its own costs and expenses and shall handover the same to the Landowners.
 - 4.5 The Developer shall on completion of the proposed building put the owners in undisputed possession in respect of their share of allocation in the said proposed building.

PROVIDED HOWEVER the costs of conveyance or conveyance including non-judicial stamps and Registration expenses and all other legal expenses for obtaining statutory clearnes in respect of Developer's portion and/or share of allocation shall borne and paid by the Developer or by the Developer's nominee or nominees.

4.6 The Developer shall be liable for damage and/or compensation to the owners, if the owners suffer damages and losses due to acts



deeds and things of the Developers. The quantum of damages shall be determined by an Engineer who will appointed by the owners and the developer shall pay the said quantum of damages to the owners within thirty days from the date of calculation and intimation of the quantum of damages.

ARTICLE - V, CONSIDERATION

- 5.1 The promoter/developer has agreed to built the said proposed Multistoried storied building on the said premises of the Landowners exclusively at its own costs and expenses and Landowners shall not be required to contribute any sum towards the cost of construction of the said building or otherwise.
 - 5.2. In consideration of the Landowners having agreed to grant exclusive right for developing the said premises in addition to the Landowners' allocation so provided hereunder in Third Schedule. The developer/promoter has agreed to make and shall remain bound to make and bear several other necessary expenses as consideration for the purpose of development of the said premises and such consideration for all practical purposes will deemed to be apparent consideration which are as follows: -

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- (a) Space allocation to the Landowners.
- (b) Costs, charges and expenses incurred for construction erection and completion of the said new building at the said premises.
- (c) Costs, charges and expenses on account of causing the plan or map prepared and to get the same sanctioned by the North Barrackpore Municipality.
- (d) Costs, Charges and expenses incurred for installation of water supply line, electricity service connection and main meter, sewerage, drainage and other connections.

ARTICLE - VI, PROCEDURE

of the Landowners simultaneously with the execution of the present agreement shall grant an authority in favour of the developer hereto a General Power of Attorney for doing all such necessary acts, deeds and things for development of the said premises of the Landowners including obtaining the necessary revised building plan from the North Barrackpore municipality in the name of the Landowners and all other necessary permission from different appropriate authorities to complete the constructional work of the proposed Multistoried building as well as to enter in to an agreement for sale with different prospective purchasers towards sale of flats and also to prepare necessary deeds of conveyance in respect of



Developers allocation that the owners also execute a registered power of Attorney in respect of their proeperty in favour of Developer save and except the owners allocated portion after acknowledging the owners' allocated portion of the proposed Multi storied building.

6.2 It is categorically agreed to between the parties hereof that, the developer shall complete the entire constructional work of the building within the period of 24 months from the date of execution of this agreement.

ARTICLE - VII, DEALING OF SPACE IN THE BUILDING

- 7.1 The developer shall at it's own costs and expenses and without creating any financial or other liability upon the Landowners construct and complete the said Multi storied building having several self contained flats and parking space in accordance with the sanctioned building plan.
- 7.2. The Landowners will be entitled to transferor otherwise deal with the landowners' allocation in the said proposed building according to their discretion.



7.3. The developer being the party of the Second Part shall be liberty with exclusive right and authority negotiate for the sale of floor/flats/Garage together with proportionate share of land excluding the space provided under Landowners' allocation so mentioned hereinbefore of the said proposed building. It is clearly agreed and declared by the parties herein that the consideration money for such transfer as aforesaid including earnest money or initial payments or part payment and total consideration thereof shall be received by the developer and the Landowners herein will have no right and share and will not be entitled to any portion thereof.

7.4. The Landowners hereto upon receiving delivery of Landowners' allocation at the request of the developer shall execute and register the necessary Deed of Conveyance unto and in favour of the purchaser or purchasers towards sale of flat or flats and/or units and spaces in the building as and when called for.

ARTICLE - VIII, BUILDING

8.1 The developer shall at the developer's own costs, construct erect and complete the building at the said premises in accordance with the sanctioned plan with such materials and with such specifications as are mentioned in the Sixth Schedule hereunder



written and as may be recommended by the architect from time to time. The Landowners shall have the right to visit inspect, make quarries and raise objection if the construction work is found not as per specification and sanctioued plan or infringement of any nature if there be any or if substandard building materials are being used or there is inferior workmanship.

- 8.2. During the course of construction of the new building, incase of any loss or injury or damage of any nature or in any manner whatsoever including injury and/or damage to any person or persons or property or any loss of life, the developer shall be solely liable and responsible for the same and the consequences arising there from in all respect and shall at all point of time keep the Landowners indemnified for the same and all consequences.
 - 8.3. As long as the developer duly observes and performs its obligation in terms of this agreement, the Landowners agree and covenant with the developer not cause any interference or hindrance in the construction of the proposed building at the said premises by the developer and not to do any act, deed or thing whereby the rights of the developer hercunder may be affected or the developer is prevented from making or proceeding with the construction of the building.



8.4. As from the date of making over possession any liability becoming due on account of the municipal rates and taxes or any other statutory dues as also other outgoings in respect of the said premises for construction of the building and till such time as the possession of the said owners' allocation is made shall be borne and paid by the Developer proportionately as per actual rates. It is however agreed upon that in case of delay beyond stipulated time in handing over possession of fully constructed building the Developer shall bear the entire tax and outgoings till actual possession are given to the owners. It is made specifically clear that all outstanding dues on account of municipal rates and taxes upon the date of handing over possession of the said premises/holding for starting of construction of the proposed building shall remain the liability of the owners and shall be borne and paid by the owners.

ARTICLE - IX, COMMON RESTRICTIONS

9.0 The landowners' allocation in the proposed building shall be subject to the same restriction and use as is applicable to the developer's allocation in the building intended for common benefits of all occupiers of the building which shall include the followings.



- 9.1. Neither party hereof shall use their respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor shall use the same in such manner which might have cause any nuisance or hazard to the other occupiers of the building.
 - 9.2. Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
 - 9.3 Both the Landowners and the developer shall keep the interior walls, floors, sewers, drains, pipes and other fittings and fixtures of their respective allocation in the building in good habitable condition so the same may not cause any damage to the building.
 - 9.4. No goods of other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users of the corridors and other places of common use in the building.



- 9.5. Neither party shall throw or accumulate any dirt, rubbish waster and refuse or permit the same to be thrown or accumulated in or about the building or in the compounds corridors or any other portion or portions of the building.
 - 9.6. Both the parties hereto shall permit other's agents workmen and representative at all reasonable time to enter into others allocation and every part thereof for the purpose of repairing, maintaining, rebuilding, cleaning and keeping the building and it's common areas in good order and condition.
 - 9.7 As soon as the building shall be completed, the Developer shall give written notice to owners and/or their nominee or nominees requiring the owners to take possession of the owners' allocation in the building as per specification mentioned herein and there being no dispute regarding the construction and completion of the building in terms of this agreement and according to the specification and sanctioned plan thereof. After 30 days from the date of service of such notice and at all times thereafter the owners shall be exclusively responsible for payment of all proportionate Municipal and Property taxes rates duties dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the owners' allocation, the said



rates to be apportioned prorata with reference to the saleable space in the building if they are levied on the building as a whole.

- owners' allocation, society of all the flat owners and Garages in the building shall be formed with necessary Rules & Regulations and by Laws approved by them, each flat owners and Garage owner shall be responsible to pay and bear and shall forthwith pay on demand to the society the sercvice charges for the common facilities in the new building payable in respect of area of each flat and each garage room. After the formation of society by all the flat owners, garage owners and developers, if developer retain any flat or garage (s) or space thereon, the society shall be empowered to decide the mode of payment of taxes for the building.
 - 9.9 Transfer of any part of the owners' allocation in the new building shall be subject to the provisions hereof the respective transferees shall thereafter be responsible in respect of such dues and outgoings for the space transferred and for service charges for the common facilities.



ARTICLE - X, LANDOWNERS' OBLIGATION

10. The landowners do hereby agrees and covenants with the developer that during the subsistence of the agreement not to let out, grant, lease, mortgage and/or charge or part with possession of the said premises or any portion thereof except owners' allocation without the consent in writing of the developer with effect from the date of present agreement hereof.

ARTICLE - XI, DEVELOPER'S OBLIGATION

- 11.1 The developer doth hereby agrees and covenants with the Landowners to complete the constructional work of the said Multistoried storied building within 24 months from the date of sanctioning the building plan.
- 11.2 The developer hereby agrees and covenants with the Landowners not to transfer and/or assign the benefits of the present agreement or any portion thereof to any third party without the consent in writing of the Landowners.



11.3 The Developer hereby agrees and covenants with the owners not to do any act deed or thing whereby the owners will be prevented from enjoying, selling, assigning and/or disposing of any of the owners' allocation in the building at the said premises.

11.4. The name of the building shall be decided by the mutual understanding of the parties hereto loater on. Any person or persons and society or association shall have no right and authority to change the name of the proposed building in any manner whatsoever.

ARTICLE - XII, MISCELLANEOUS

12.1 The Landowners and the developer have entered into the present agreement purely as a contract. The Developer shall Develop the said Holding as a Joint Venture Project with its own finance, skill, labour, materials and all such other things which will be require to construct and complete the said project.

12.2. Any notice required to be given by the developer to the Landowners shall without prejudice to any other mode of service available be deemed to have been served on the Landowners if delivered by hand and duly acknowledged or sent by registered post with due acknowledgment and shall likewise be deemed to have been served on the developer by the Landowners if delivered by hand and acknowledged or sent by registered post with due acknowledgment to the registered office of the developer.



12.3 The developer and the Landowners shall mutually frame scheme for the management and the administration of the said building and/or common parts thereof. After the completion of the said building the Landowners hereby agree to abide by all the rules and regulations to be framed by any society/association/holding organisation and/or any other organisation who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.

12.4. As and from the date of completion of the building as well as upon delivery of possession, the developer and/or its transferees and the Landowners and/or their transferees shall each be liable to pay and bear proportionate charges on account of Municipal rates and charges and other Government/Statutory taxes & outgoing payable in respect of their allocation.

ARTICLE - XV, FORCE MAJEURE

15.1 The parties hereto shall not be considered to be liable for any obligations performance of which would have been prevented by the existence of the force majeures and shall be suspended from the obligations during the duration of the 'force majeure'.



15.2 Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the control of the parties hereto.

ARTICLE - XVI, ARBITRATION

If any difference and disputes arises out of this agreement and also in connection with the proposed construction the matter will be referred to the sole Arbitrator who will be appointed jointly by the Second party/Developer and First party herein and the Arbitration proceeding shall be Governed by the Arbitration and reconciliation Act. 1996 and the award which will be given by the sole Arbitrator shall be final and binding up on the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT a piece and parcel of a plot of 'Bastu' lane measuring 5 (five) cottahs 4 (four) Chhittaks alongwith tile sheded strucuture thereon measuring 100 sft. lying and situated at : Mouza: Ichapore, J.L. No. 3, R.S. No. 89, Touzi No. 617, comprised and contained in R.S. Dag No. 2245 corresponding to L.R. Dag No. 4223 under R.S. Khatian No. 132 corresponding to L.R. Khatian No. 4811, within the limits of North Barrackpore Municipality, Ward



No. 6, Holding No. 74, Goalapara, under P.S. Noapara, Dist - North 24 Parganas and under the Jurisdiction of A.D.S.R.O. Barrackpore. Which is butted and bounded by :-

11'-6" wide Goalapara Bye Lane. ON THE NORTH.

H/o Jyotirmoy Chatterjee and ON THE SOUTH

Aurabinda Das.

10'-0" wide Goalapara Bye Lane. ON THE EAST

Kartick Chandra Sadhukhan and ON THE WEST

Shankar Sadhukhan.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Owners' share of Allocation)

shall mean a self contained flat on the Ground floor of the proposed Multistoried Building measuring covered area of 600 sft. together with proportionate share of land underneath along with right to use the common facilities and amenities.

Apart from the abovesaid allocated portion the land owners shall get a sum of Rs. 20,00,000 (Rupees Twenty Lakh) only from the Developer herein and the Developer herein has paid the said amount of Rs. 2,00,000 (Rupees Two Lakh) only at the time of execution of this present and the balance amount of Rs. 18,00,000 (Rupees Eighteen Lakh) only shall be paid by the Developer to the land owners at the time of handing over land owners' allocation. Contd...20

THE THIRD SCHEDULE ABOVE REFERRED TO

(Developer's share of allocation)

shall mean save and except owners allocated portion the developer shall get rest portion of the said proposed Multi storied building togetherwith common facilities and proportionate share of land underneath.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common areas and common facilities)

- Roof of the Building.
- Stair case and lift of all the floors leading to roof.
- Common passage, septic tank.
- over head and underground water Tank and water pump.
- common Meter room, Electric fittings in common passages.
- Drainages and Sewerage.
- 7. Pump House.
- Boundary wall and main gate.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(SPECIFICATION OF CONSTRUCTION)

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a) Number of floor :Ground Floor plus upper stories.

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- b) Water arrangement: Municipality arrangement to underground reservoir and then overhead underground water reservoir in the respective flat and 1 water tap and 1 shower and one Gyser point in main toilet and 1 tap on other toilet and 1 tap and 1 basin tap at kitchen shall be provided.
- c) Flooring Skirting: All rooms excluding toilets, kitchen are
 laid with floor tiles and skirting of 0.6 ft.
 height in toilet glazed tiles will be provided
 upto a height of lintel leble around all wall
 areas and floor of the Toilet and Kitchen
 will be Marble.
- d) Toilets sanitary and plumbing: All pipe lines in toilets and kitchen will be concealed C.P.V.C sanitary fittings of white porcelain of the approved made.

Sanitary fittings are brass C.P. finish, kitchen are provided with steel sink. Cooking table top covered with granite finished and 4'-0" height glazed tiles will be fitted over the table top. Interior decoration cost of Toilet including flooring will be borne by the purchaser exclusively.



- e) i) <u>Door</u>: Main Door wooden and all door shutters
 will be will be Flash door, toilet door shall
 be of P.V.C.
 - ii) Windows: All window will be Iron Grill and aluminium sliding with 4mm glass.
- f) Interior finish of wall and ceiling: All interiors will be finished with putty.
- g) Roof :Cement roof I.P.S. will be laid to proper slope.
- h) <u>Electrification</u> :Concealed wiring at walls and ceilling up to switch board having 25 No. of points for fan, light, power sockets etc.
- i) <u>Electrical works</u>: Individual meter for each and every flat shall be provided in meter room along with one common meter for the common services at ground floor.
- j) Individual : Cost of individual meter and proportionate infrastructure cost i.e. Mother Line whatever payable to the CESC will be borne by the purchaser exclusively. Any demolish charge, undivided share of common room and any extra work will be borne by the purchaser.

John-

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

SIGNED, SEALED AND DELIVERED

by the above named Landowners

in the presence of:

1. Sanjay Shormachiya Adar Shapally, Shyammangan 24 pgs (N)

I. A. M. Can

2. Loomita Borai

2. Accorden unet des

Signature of the land owners

FOR PRAGRA CONSTRUCTION
Lutin Modak

Partner

NOW CASTRUCTION
PORTOR

For PRASSE TO TRUCTION

Partner

Signature of the Developer

Received Rs. 2,00,000 (Rupees Two Lakh) only from the Developer in Cash in presence of the following witnesses.

WITNESSES:

1. Sangoy Shermachys Addrestupally, Shyamnoigas Ly pgr (N)

2. Soumilsa Barai

1. St. South.

2. Survey human

LAND OWNERS

Drafted & Prepared by:

Soumitra BARAI

ADVOCATE

Barrackpore Court

COMPUTER TYPED BY

5-42

SANTANU GUPTA BARRACKPORE DIST - NORTH 24 PARGANAS

Govt. of West Bengal Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-201819-035580785-1

Payment Mode

Online Payment

GRN Date: 19/02/2019 22:45:52

Bank:

Union Bank of India

BRN:

32871722

BRN Date: 19/02/2019 10:47:42

DEPOSITOR'S DETAILS

ld No.: 15051000045862/7/2019

[Query No./Query Year]

Name:

Sanjoy Enterprise

Contact No.:

+91 9836810250

E-mail:

Address:

Adarshapally ShyamnagarNorth 24 Parganas

Applicant Name :

Mr Soumitra Barai

Office Name:

Office Address:

Status of Depositor:

Others

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

Payment No 7

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount(₹
Manager and	15051000045862/7/2019	Property Registration- Stamp duly	0030-02-183-003-02	21
- 1	1440 1044		0030-03-104-001-16	2021
2	15051000045862/7/2019	Property Registration-Registration Faces	003040341047081770	
				DD 4D

Total

in Words:

Rupees Two Thousand Forty Two only

Major Information of the Deed

Deed No.	1505-00838/2019	Date of Registration 20/02/2019		
Query Military	1505-1000045862/2019	Office where deed is registered		
18/02/2019 3:05:06 PM		A.D.S.R. BARRACKPORE, District North 24- Parganas		
Soumitra Barai Barrackpore Court, Thana : Ba Mobile No. : 9831657116, Sta		arracknore District North 24 Paragona 1975 CT DENIGN		
Translationt .		Additional Transaction		
Sele, Development Agreement or Construction		[4305] Other than Immovable Property. Declaration [No of Declaration : 2]. [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]		
Set Forth value		Market Value		
Rs. 26,00,000/-		Rs. 26,54,997/-		
Stampduty Paid(SD)	The state of the s	Registration Fee Paid		
Rs. 5,021/- (Article:48(g))				
Remarks	Received Rs. 50/- (FIFTY only area)	Rs. 2,021/- (Article:E, E, B) y) from the applicant for issuing the assement slip.(Ur		

Land Details:

District: North 24-Parganas, P.S:- Noapera, Municipality: NORTH BARRACKPORE, Road: Goyalapara Road, Mouza: Ichapur, Ward No: 6, Holding No:74 Pin Code: 743144

No	Number		Proposed		Area of Land	The state of the s	Market Value (In Rs.)	Other Details
LI	LR-4223	LR-4811	Bastu	Bastu	5 Katha 4 Chatak		26,24,997/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
	Grand	Total:		200	8.6625Dec	25,70,000 /-	26,24,997 /-	

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value	Other Details
S1	On Land L1	100 Sq Ft.	30,000/-		Standard T. Co.
			00,0001	30,000/-	Structure Type: Structure

Gr. Floor, Area of floor: 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete

-	-			
Total:	100 sq ft	30,000 /-	30,000 /-	

Land Lord Details

Shr Sugresses Nath	Photo	Fringerprint	Signature
Self, Date of 20/02/2019 by: Self, Date of 20/02/2019 on: 20/02/2019 ,Place	20/05/00/19		J. N. Leday

nthadhar, P.O:- Ichapore Nawabgunj, P.S:- Noapara, District:-North 24-Parganas, West Bengal, India, PIN - 743144 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AELPM1555M, Status :Individual, Executed by: Self, Date of Execution:

, Admitted by: Self, Date of Admission: 20/02/2019 ,Place: Office

The second secon	Photo	02/2019 ,Place : Fringerprint	Beautiful and the same
Shri Swapan Kumar	NAME OF TAXABLE PARTY.	ringerprint	Signature
Majumder			
Son of Late Arun Kumar	圖翻移開則	Francis I	
Majumder	三 保险期间	200 美国	9 04 1
Executed by: Self, Date of	二 电开发批准	※ 編制	Swapan Vunay
Execution: 20/02/2019	量例影響	1000000	
, Admitted by: Self Date of	第 島田 (A) (A)		04 - 1
Aumission: 20/02/2019 Place	申 国际公司管理	10000	exaf fet
: Office	多 混合的情况	200	/
	20/02/2019	CONTROL SAIN	
Palta Nabapally, P.O:- Benga	1.0000000000000000000000000000000000000	20/82/2009	20/02/2018

Palta Nabapally, P.O:- Bengal Enamel, P.S:- Noapara, District:-North 24-Parganas, West Bengal, India, PIN - 743122 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADPPM3289H, Status :Individual, Executed by: Self, Date of Execution: 20/02/2019

, Admitted by: Self, Date of Admission: 20/02/2019 ,Place: Office

Developer Details:

SI No	Name,Address,Photo,Finger print and Signature
1	Pragati Construction Shibam Apartment, 1st Floor, Ghosh Para Road, Bada, Flat No. c, P.O Ichapore Nawabgunj, P.S Noapara, District:-North 24-Parganas, West Bengal, India, PIN - 743144, PAN No.:: AATFP3853F, Status:Organization,

	Namo	Photo	Finger Print	
	Smt Tutun Modak "Fe of Shri Sudhindra Nath Nodak Date of Execution - 20,02/2019, , Admitted by: Self, Date of Admission: 20/02/2019, Place of Admission of Execution: Office			Signature Later Medale.
	012	Feb 20 2019 12:46PM	LTI .	
	P.S Noapare District	Ghosh Para Roa	ad, Badamtala Fis	at No: c, P.O:- Ichapore Nawabguni.
	Hindu, Occupation: Business	24-Parganas, W Citizen of: India	est Bengal, India,	at No: c, P.O:- Ichapore Nawabgunj, PIN - 743144, Sex: Female, By Cas PM2100A Status : Representative,
2	Representative of : Pragati C	onstruction (as Pa	artner)	PW2100A Status : Representative,
	Shri Nataraj Poddar	Photo	Finger Print	Signature
	Son of Shri Nani Gopal Podder Date of Execution - 20/02/2019, , Admitted by: Self, Date of Admission: 20/02/2019, Place of Admission of Execution: Office			Naturi Beller
- 1	office.	是 800号 四 景歌	Marine Color	
1	Chudiram Nagar B O. Ch.	Feb 20 2019 12:45PM	LTI 20/02/2219	20/02/2019
1	Chudiram Nagar, P.O:- Shyan	nnagar, P.S Jag Caste: Hindu, Occ sentative, Repres	addal, District:-No cupation: Business entative of : Praga	rth 24-Parganas, West Bengal, India, s, Citizen of: India, , PAN No; ati Construction (as Partner)
3	Chudiram Nagar, P.O:- Shyan PIN - 743127, Sex: Male, By (AKMPP9051A Status : Repres Name Shri Sumit Malumder	nagar, P.S:- Jag	addal, District - No	rth 24-Parganas, West Bengal, India, s, Citizen of: India, , PAN No ati Construction (as Partner)
3 S S S S S S S S S S S S S S S S S S S	Chudiram Nagar, P.O:- Shyan PIN - 743127, Sex: Male, By CAKMPP9051A Status: Representation of Shri Swapan Kumar Majumder State of Execution - 0/02/2019, Admission: 0/02/2019, Place of dmission of Execution: Office	nnagar, P.S Jag Caste: Hindu, Occ sentative, Repres	addal, District:-No cupation: Business entative of : Praga	ati Construction (as Partner)

Identifier Details:

Mr Sanjay Sharmacharya	Photo	Finger Print	Signature
Son of Mr. Sunii Sharmacharya Khudiram Neger, P.O:- Shyamnagar, P.S:- Jagaddal, District:-North 24-Parganas, West Bengal, India, PIN - 743127			Sanjey Shorelwyn
	20/02/2019	20/02/2019	20/12/2019

Identifier Of Shri Sud- mate see Modak, Shri Swapan Kumar Majumder, Smt Tutun Modak, Shri Nataraj Poddar. Shri

SI.No Frantis Nath	To, with area (Name-Area)
用字字	Pragati Construction-4.33125 Dec
Au Swaran Kumar Pasanser	Pragati Construction-4.33125 Dec
of verse property for S1	
wh From	To. with area (Name-Area)
Shri Sudhindra Nath Modak	Pragati Construction-50.00000000 Sq Ft
Shri Swapan Kumar Majumder	Pragati Construction-50.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S;- Noapara, Municipality: NORTH BARRACKPORE, Road: Goyalapara Road, Mouza:

No	Plot & Khatian Number	Details Of Land	Owner name in English
L1		Owner:বলাই চাঁদ মুখোণাখায়, Gurdian:অক্ষয় কুমা, Address:নিজ Classification:বাস্ত, Area:0.08700000 Acre,	as selected by Applican Shri Sudhindra Nath Modak

Endorsement For Deed Number: I - 150500838 / 2019

On 18-02-2019

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



Asis Kumar Dutta ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BARRACKPORE

North 24-Parganas, West Bengal

On 20-02-2019

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

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

Presented for registration at 12:20 hrs on 20-02-2019, at the Office of the A.D.S.R. BARRACKPORE by Shri

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

Execution is admitted on 20/02/2019 by 1. Shri Sudhindra Nath Modak, Son of Late Radhika Prasad Modak, Duley Para , Kanthadhar, P. O. Schapore Nawabgunj, Thana: Noapara, , North 24-Parganas, WEST BENGAL, India, PIN -743144, by caste - Profession Business, 2. Shri Swapan Kumar Majumder, Son of Late Arun Kumar Majumder, Para Nacacaly, P.O. Bengal Enamel, Thana: Noapara, , North 24-Parganas, WEST BENGAL, India, PIN -743122. By Carps Hoppy by Profession Business

Indetified by Mr. Saniay Sharmacharya, , , Son of Mr Sunil Sharmacharya, Khudiram Nagar, P.O. Shyamnagar, Thana: Jagadda: North 74 Parganas, WEST BENGAL, India, PIN - 743127, by caste Hindu, by profession Business

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

Example: it accritted on 20-02-2019 by Smt Tutun Modak, Partner, Pragati Construction (Partnership Firm), Shibam and Stat Floor, Ghosh Para Road, Bada, Flat No. c, P.O.- Ichapore Nawabgunj, P.S.- Noapara, District:-North 24 West Bengal, India, PIN - 743144

incomfed by Mr Sanjay Sharmacharya, , , Son of Mr Sunil Sharmacharya, Khudiram Nagar, P.O. Shyamnagar, Thana: North 24-Parganes, WEST BENGAL, India, PIN - 743127, by caste Hindu, by profession Business

Exacution is admitted on 20-02-2019 by Shri Nafaraj Poddar, Partner, Progati Construction (Partnership Firm), scham Apartment, 1st Floor, Ghosh Para Road, Bada, Flat No: c, P.O:- Ichapore Nawabgunj, P.S:- Noapara, District.-North 24-Parganas, West Bengal, India, PIN - 743144

indetified by Mr Sanjay Sharmacharya, , , Son of Mr Sunil Sharmacharya, Khudiram Nagar, P.O. Shyamnagar, Thana: Jagaddal, , North 24-Parganas, WEST BENGAL, India, PIN - 743127, by caste Hindu, by profession Business

Execution is admitted on 20-02-2019 by Shri Sumit Majumder, Partner, Pragati Construction (Partnership Firm), Shibam Apartment, 1st Floor, Ghosh Para Road, Bada, Flat No: c, P.O:- Ichapore Nawabgunj, P.S:- Noapara, District:-North 24-Parganas, West Bengal, India, PIN - 743144

Indetified by Mr Sanjay Sharmacharya, , , Son of Mr Sunil Sharmacharya, Khudiram Nagar, P.O. Shyamnagar, Thana: Jagaddal, , North 24-Parganas, WEST BENGAL, India, PIN - 743127, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,021/- (B = Rs 2,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/02/2019 10:47AM with Govt. Ref. No: 192018190355807851 on 19-02-2019, Amount Rs: 2,021/-, Bank: Union Bank of India (UBIN0530166), Ref. No. 32871722 on 19-02-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 5,000/-, Description of Stamp

1. Stamp: Type: Court Fees. Amount: Rs.10/-

2. Stamp: Type: Impressed, Serial no 1535, Amount: Rs.5,000/-, Date of Purchase: 19/02/2019, Vendor name: S K

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/02/2019 10:47AM with Govt. Ref. No: 192018190355807851 on 19-02-2019, Amount Rs: 21/-, Bank. Union Bank of India (UBIN0530166), Ref. No. 32871722 on 19-02-2019, Head of Account 0030-02-103-003-02



Asis Kumar Dutta ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BARRACKPORE North 24-Parganas, West Bengal

Registered in Book - Volume number 150% 2010 Page for 2010

Volume number 1503-2019, Page from 23431 to 23491 being No 1505-0232 for the year 2019.





Digitally signed by ASIS KUMAR DUTTA Date: 2019.02.21 11:59:13 +05:30 Reason: Digital Signing of Deed.

(Asis Kumar Dutta) 21-02-2019 11:58:53 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BARRACKPORE West Bengal.

(This document is digitally signed.)