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Additional District Sub-Registrar,
Garia South 24 Parganas

19 AUG 2010

8. The Owners shall from time to time answer and comply with all reasonable requisitions made by the Advocate appointed by the Developer for the Project for establishing marketable title of the Owners in the property. However, the Developer is primarily satisfied about the Title of the Owners in the aforesaid property.
9. The Owners at the costs and instances of the Developer, from time to time shall execute and register all required documents, deeds and undertakings and render such cooperation to the Developer as would be required by the Developer for construction and completion of new building in the said property. The Developer shall take all responsibility of the said property after execution of Development Agreement and Development Power of Attorney in his favour by the Owners herein.
10. After getting possession of the said property the Developer shall carry out all jobs for the project and all costs, charges, expenses etc. for sanction of Plan and for construction of the new building in the said property shall be borne by the Developer and the Owners shall have no financial obligations thereof.
11. In the new building, the Developer shall be at liberty to sell/transfer his allocated portion in favour of any person or persons and the Owners shall not be entitled to interfere with such sale in any manner and similarly the Owners shall also be entitled to deal with their allocations in the new building according to their discretion, wherein the Developer shall have no interference in any manner. After completion of construction of new building within the said property, the Developer shall handover photo-copy of Completion Certificate to the Owners which would be issued by Rajpur-Sonarpur Municipality.

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12. After completion of construction of the new building, the Developer shall convey, transfer Flats, Car Parking Spaces in favour of the prospective Purchasers therein along with the undivided proportionate share in the land appurtenant to the Flats/Car Parking Spaces in the said new building.
13. During the period of construction the Developer shall take all responsibilities of Labours' fees, charges, costs of materials accidents etc. and the Developer shall keep the Owners saved harmless and indemnified against any costs, expenses, loss and damages that may arise in respect of construction of the new building and the Owners shall not be responsible in any manner whatsoever and similarly the Owners shall keep the Developer saved harmless and indemnified against any other claims over and in respect of the Ownership of the said property.
14. In order to proceed with the construction and as well as to enable the Developer to receive any Advance/Earnest money from the intending Purchasers of Flats/Car Parking Spaces in the new building out of Developer's Allocations, the Owners shall grant a Registered Development Power of Attorney in favour of the Developer to deal with Developer's Allocations and the Developer shall bear all costs/expenses of registration of such Power of Attorney and/or all documents thereof.
15. After Completion of construction of the new Building and on delivery of Owners' Allocations and as well as Developer's Allocations, the Owners and the Purchasers within Developer's Allocations in the new building shall join in Flat Owners' Association as would be formed therein and the Owners and the said Purchasers shall pay and bear all costs of Maintenance of the building proportionately.

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16. The Owners and the Purchasers within Developer's Allocations shall pay and bear all costs for installation of Separate Electricity Meter for the respective Flats and in the event Separate Transformer is installed either by the Authorities of West Bengal State Electricity Distribution Co. Ltd., the Owners and the Purchasers shall also bear proportionate costs and expenses of installations of such Separate Electricity Transformer for the new building within the said property.
17. During the period of construction the Owners shall not cause any interference in construction work to be carried out by the Developer.
18. In case of any reasonable difficulties and circumstances beyond control which may arise due to any reason i.e., Flood, Riot, or any natural calamity beyond the control of the Developer, then in such event the time for completion of the new building shall be extended as mutually would be agreed upon by and between the parties hereto but in any event the said extended period shall not exceed 6 (six) months and in that case a prior Notice indicating the cause for such extension shall have to be informed to the Owners within the stipulated period of this Agreement.
19. The Owners herein have appointed the Developer as the exclusive Developer for construction of new building at the said property and during continuance of this Agreement shall not be entitled to engage any other person/firm for the purpose of construction.

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20. Courts of District South 24-Parganas, having territorial jurisdictions over the said property including Hon'ble High Court at Calcutta shall have the jurisdictions in all matters relating to or arising out of this Agreement.
21. On mutual consent of the parties to this Agreement any terms, conditions, covenants mentioned herein may be altered, varied, modified between the parties hereto and in all such cases the same shall be always in writing and this Agreement and/or its terms shall have commencement on and from the day of execution of these presents.
22. The Developer at his costs and expenses shall make Water Reservoir for storage of Municipal Water for the building.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(Description of the property whereon the proposed development would be carried out)

ALL THAT the piece and parcel of **8 (eight) Cottahs 9 (nine) Chhitacks 21 (twenty-one) Sq. ft.** more or less of land in part of R.S. Dag No.39 (C. S. Dag No. 190), L. R. Dag No.44, under R.S. Khatian No. 54 (C. S. Khatian No 78), L. R. Khatian No. 595, 2693, J. L. No. 44 situated lying at **Mouza Tetulberia, Police Station Sonarpur, Additional District Sub-Registration Office Garia** (formerly Sonarpur), District South 24-Parganas being the **Holding No. 525, Sreenagar**, within the limits of **Rajpur-Sonarpur Municipality** under its Ward No. 1, whereon or whereupon the proposed development would be carried out. The said entire property is butted and bounded as follows :

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- Gopal Das*
- ON THE NORTH** : By Land under R. S. Dag No. 40;
 - ON THE SOUTH** : By Land under R.S. Dag No. 38;
 - ON THE EAST** : By 32' ft. wide Municipal Road;
 - ON THE WEST** : By 8' Ft. wide Municipal Road;

THE SECOND SCHEDULE ABOVE REFERRED TO :
PART-I

(Description of Owners' Allocations in the new Building after construction)

- (a) **Gopal Das, Bapi Das and Birendra Nath Das – jointly 50%** within Owners' Allocations (according to their share in land).
- (b) **Birendra Nath Das** would be handed over with **50%** within Owners' Allocations (according to his share in land) in Ground floor.
- (c) **Provat Das** would be handed over with **50%** within Owners' Allocations (according to his share in land) Owners' Allocation.
- (d) **Sunita Pal and Dulal Pal** jointly - ALL THAT **one Shop** measuring Super Built-up area of 233 Sq. ft. more or less in Ground floor of the building.
- (e) **Ashim Kumar Routh** would be handed over with would be handed over with **45%** within Owners' Allocations (according to his share in land).

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PART-II

*(Description of **Developer's Allocations** in the new Building after construction)*

After allotment of Owners' Allocations as aforesaid, the Developer is allotted with ALL THAT the remaining **50% (fifty per cent)** allocations out of the total constructed areas within the allocations of **Owner Nos. 1, 2, 3, 4** and **55% (fifty-five) per cent** Allocations out of the constructed areas within the allocations of **Owner No.7** which shall comprise in self-contained Flats/Commercial Spaces/Car Parking Spaces in the proposed building within the said property.

All such Allotment of Owners' Allocations and as well Developer's Allocations shall be finally demarcated after obtaining Sanctioned Building Plan as would be granted by Rajpur-Sonarpur Municipality

Both the aforesaid Allocations of the Owners and the Developer shall include the right of use and enjoyment of all common parts, portions, in the said Building in the **FOURTH SCHEDULE** hereunder.

THE THIRD SCHEDULE ABOVE REFERRED TO :

(Specifications of Constructions)

TECHNICAL SPECIFICATION (in brief) :**GENERAL :**

The proposed construction is of a new Ground plus Three storied R.C.C. framed building with staircase headroom. The building is proposed to have isolated column footings as per the design of structural consultant.

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1. DOORS :

All doors frames would be of Sal wood made out of 4 inch x 2 ½ inch wood section.

All doors will be flush door (except Main Door) having thickness of 32 mm. with commercial ply on both of its faces and suitably painted with enamel paints over wood primer with the following fittings.

- a) One 8" inch tower bolt from inside (except kitchen door where the tower bolt will be from outside).
- b) One stopper.
- c) One buffer.
- d) One door handle.

The entrance door will have the following fittings :-

- a) One decorative handle.
- b) One handle from inside.
- c) One 10" inch Aluminium tower bolt from inside.

TOILET/W.C. DOORS :

The toilet / W.C. doors will have the following fittings :-

- a) Two 6" inch aluminium tower bolt one from inside and other from outside.
- b) Two handles/ring, one from outside and other from inside.

2. WINDOWS :

All windows would be of Aluminium Sliding with integrated mild steel grill to be fitted to the main frame as per design of the Architect with Synthetic Enamel paints. The staircase window will also be of M.S. section with openable and fixed fully glazed panels.

3. FLOORING :

The entire floor along with the staircase will be of Marble flooring.

DADO :

The toilets will have dado finished with glazed tile upto height of 5'-6" also W.C. The tiles will be as per Developer's choice.

KITCHEN :

The cooking bench provided for kitchen will be of 16"-18" inches wide and 6' ft. long black kodappa stone. The dado of the kitchen will be of 4' ft. high and be finished with glazed tiles as per choice of the Developer.

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However, the 1'.5" ft. high dado adjacent to the wash basin at the kitchen will be of cast in situ mosaic as per specification of general flooring.

4. **SANITARY/PLUMBING FITTINGS :**

All sanitary fittings to be provided would be of Commercial quality and be of white colour and of any good brand as per Developer's choice only. All taps, Angular stopcocks, Bib cocks, pillar cocks, shower roses, etc. be of chromium plated (C.P.) brassware or any other brand as per Developer's

suitability. All pipes and all pipe lines will be concealed and be of $\frac{3}{4}$ inch &

$\frac{1}{2}$ inch PVC pipes. All delivery / inlet pipes be of PVC/HDPE of diameter to be provided as per design and requirements. 4" inch dia PVC rainwater pipes would be of good quality.

All pipe lines from underground reservoir to pump and to over head reservoir are to be done with 1" and $\frac{1}{2}$ " inch dia G.I./PVC Pipes. The pump and the motor will be provided as per the requirement.

The following fittings would be provided :-

TOILETS/W.C. :

- a) One Indian type water closet as per Developer's choice.
- b) One wash basin with one pillar cock (in case of toilets) (white colour).
- c) One shower and bib cock for toilets only with one tap.
- d) One tap near W.C.
- e) One bib cock for W.C. only.

KITCHEN :

- a) One sink cock over sink.
- b) One bib cock at wash place.

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5. STAIRCASE HAND RAIL :

The staircase hand rail will be of M.S. Square bar.

6. ELECTRICAL :

All electrical wiring are to be concealed and copper wire would be laid with suitable rubber-plastic conduits. All switches, sockets etc. to be of any suitable brand. The main switch and all other fittings would be of standard quality. Air Condition Point with Line in each room of all Flats and Gyeser Point in Toilet.

All electrical light fittings of common areas such as, side open spaces, front and rear open spaces, staircase, entrance lobby, main entrance gate / gates etc. are to be provided as requirement.

GENERAL ELECTRICAL POINTS :**Bedrooms :**

- a. Two wall lamp points on wall of bedrooms.
- b. One ceiling fan point.
- c. One 5 amp. socket outlet.

TOILET.

- a. One Wall lamp point above basin.

KITCHEN.

- a. One Wall lamp point.
- b. One 9" inch dia exhaust fan point.
- c. One 15 amp. socket outlet at cooking bench.

BALCONY.

- a. One wall lamp point.

STAIRCASE

- a. One lamp point at every landing.
- b. One calling bell point at main entrance door of every flat.

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LIVING/DINNING

- a. One ceiling fan point.
- b. Two wall lamp points.
- c. One 5 amp. Socket outlet.
- d. One 15 amp. Socket outlet.

7. Staircase Head-room / water reservoir :

The staircase headroom, and overhead and underground water reservoir would be made as per design of engineer.

8. Plastering / Finishing :

All internal surfaces will have ½" inch thick plaster to all vertical surfaces with mortar mixed in the proportion of 6 parts of sand to one part of cement by volume. The ceiling will have ½" inch thick plaster with mortar mixed in the proportion of 4 parts of sand to one part of cement by volume. There will be Plaster of Paris of good quality.

The external surfaces will have ¾" inch thick plaster of sand : cement ratio of 6:1 by volume.

9. Roof Terracing :

The terracing of top floor roof would be done suitably at proper levels and slopes as required for draining of water. All precaution and measures will be taken to make the terrace water-proof and heat-proof.

10. Painting Work :

All the M.S. Grills and wooden door frames shall be painted with two coats of enamel paints over one coat of primer.

The external surfaces will be finished with Cement based paints (Snowcem) as per Developer's choice only.

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THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Parts – Common of the Co-Owners of the said Building)

- (1) Water Pump, water (semi underground) reservoir, overhead water tank and distribution pipes to different flats and from reservoir to the tank.
- (2) Septic tank, Soak pit, Water sewerage, evacuation pipes from the flats to drains and sewers common to the building.
- (3) The open space, paths in the building.
- (4) General lighting of the Common portion as installed.
- (5) Ultimate Roof of the building for maintenance of water reservoir and installation of T.V. Antena etc. Septic tank, Soak pit, etc.
- (6) Concealed electrical wiring from Ground floor to the flats respectively and switches of electric points.
- (7) Drains & Sewers from the building to the Municipal conduits.
- (8) Boundary wall, gate to such wall in the building complex.
- (9) Such other common parts/portions in the said Building and/or within the said Building Complex for convenient use, enjoyment of the Flats/Spaces.

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Garia South 24 Parganas

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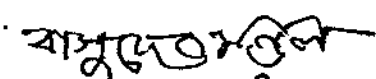
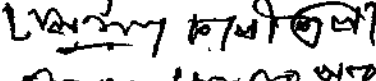
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Garia South 24 Parganas

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

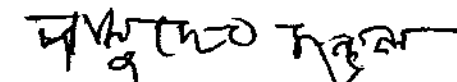
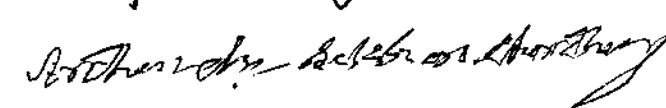
SIGNED, SEALED AND DELIVERED
BY THE **OWNERS** AT KOLKATA IN
THE PRESENCE OF :

1. 
Subarna Das
C/O 2/10 Purbachandra, Park 6
Kolkata - 700094
2. 
Smita Paul
C/O 2/10 Purbachandra, Park 6
Kolkata - 700094

Gopal Das.
Bipin Das.
Bipin Das
Berat Das
Sunita Paul
Dulart Paul.
Ashim Kumar Routh.

(OWNERS)

SIGNED, SEALED AND DELIVERED
BY THE **DEVELOPER** AT KOLKATA IN
THE PRESENCE OF :

1. 
Subarna Das
C/O 2/10 Purbachandra, Park 6
Kolkata - 700094
2. 
Smita Paul
C/O 2/10 Purbachandra, Park 6
Kolkata - 700094

Subarna Enterprise
Subarna Das
Proprietor

(DEVELOPER)

Drafted by :



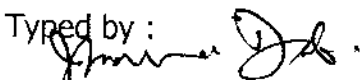
(Chanchal Santra)

Advocate

Regn. No. WB/496/1984

Alipore Judges' Court,

Typed by :



(Jharna Das)

513, Chittaranjan Colony,
Baghajatin, Kolkata - 700 092.

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Additional District Sub-Registrar,
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MEMO OF CONSIDERATION

RECEIVED the sum of Rs.1,00,000/-(Rupees One Lakh only) by A/c. Payee Cheque No.133716 dated 07-04-2014 on Allahabad Bank, Gariahat Br., Kol. from Swapan Kumar Saha, Proprietor of Subarna Enterprise as Non-Refundable Cash Amount in terms of this Development Agreement :

Gopal Das.
(Gopal Das, Owner No.1)

RECEIVED the sum of Rs.1,00,000/-(Rupees One Lakh only) by A/c. Payee Cheque No.126097 dated 27-12-2013 on Allahabad Bank, Gariahat Br., Kol. from Swapan Kumar Saha, Proprietor of Subarna Enterprise as Non-Refundable Cash Amount in terms of this Development Agreement :

Bapi Das.

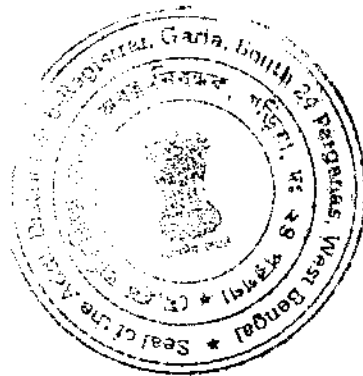
(Bapi Das, Owner No. 2)

RECEIVED the sum of Rs.1,00,000/-(Rupees One Lakh only) by A/c. Payee Cheque No.133717 dated 07-04-2014 on Allahabad Bank, Gariahat Br., Kol. from Swapan Kumar Saha, Proprietor of Subarna Enterprise as Non-Refundable Cash Amount in terms of this Development Agreement :

Birendra Das

(Birendra Nath Das, Owner No.3)

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Additional District Sub-Registrar,
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RECEIVED the sum of Rs.15,00,000/- (Rupees Fifteen Lakhs only) by following Cheques from Swapn Kumar Saha, Proprietor of Subarna Enterprise as Refundable/Adjustable Cash Amount in terms of this Development Agreement

Allahabad Bank, Gariahat Br.,


Cheque No. 126082 dtd. 25-11-2013	Rs.2,00,000.00
Cheque No. 133715 dtd. 07-04-2014	Rs.2,00,000.00
Bank Draft No. 607102 dtd, 26-11-2013 ...	Rs.8,00,000.00

Indian Overseas Bank :

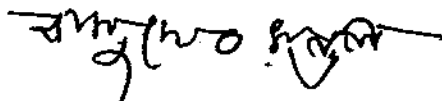

Cheque No. 392023 dated 25-11-2013	Rs.2,50,000.00
Cheque No. 392024 dated 25-11-2013	Rs. 50,000.00

As Non-Refundable Cash Amount :

Cheque No. 133786 dated 13-02-2015 on Allahabad Bank, Gariahat Branch	Rs. 50,000.00
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(Provat Das, Owner No. 4)

WITNESSES :

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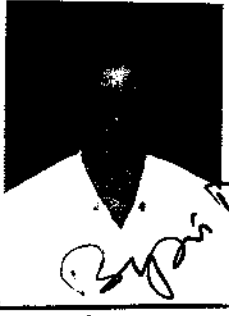


Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name GOPAL DAS

Signature Gopal Das

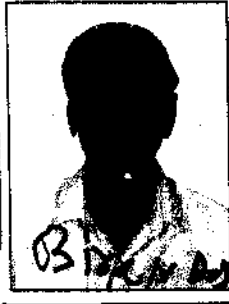


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left hand					
right hand					

Name BAPI DAS

Signature Bapi Das



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name BIRENDRA NARAYAN DAS

Signature Birendra Narayan Das



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left hand					
right hand					

Name PRAVAT DAS

Signature Pravat Das


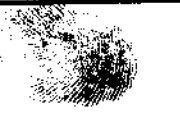




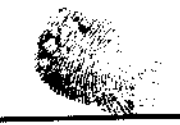
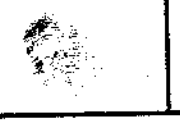





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Garia South 24 Parganas




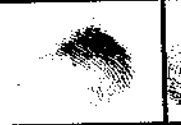

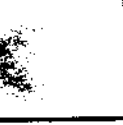




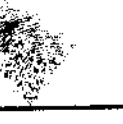
19 AUG 2016

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	right hand					

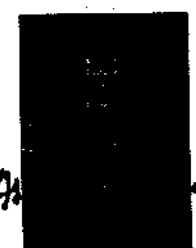







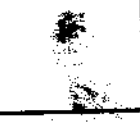
Name SUNITA PAUL
Signature Sumita Paul

Thumb 1st finger Middle Finger Ring Finger Small Finger

	left hand					
	right hand					












Name DULAL PAUL
Signature Dulal Paul

Thumb 1st finger Middle Finger Ring Finger Small Finger

	left hand					
	right hand					

Name ASHIM KUMAR ROUTH
Signature Ashim Kumar Routh

Thumb 1st finger Middle Finger Ring Finger Small Finger

	left hand					
	right hand					

Name SATAPAN KUMAR SAHA
Signature Satapan K. Saha



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Major Information of the Deed

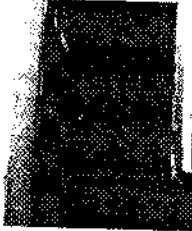

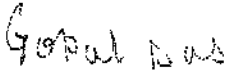
Deed No :	I-1629-02839/2016	Date of Registration	8/19/2016 1:14:35 PM
Query No / Year	1629-0000991094/2016	Office where deed is registered	
Query Date	16/07/2016 1:53:14 PM	A.D.S.R. GARIA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Chanchal Santra Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830031694, Status : Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 26,00,000/-]	
Set Forth value		Market Value	
Rs. 15,00,000/-		Rs. 75,31,133/-	
Stamp duty Paid(SD)		Registration Fee Paid	
Rs. 10,021/- (Article:48(g))		Rs. 28,610/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

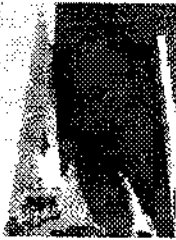
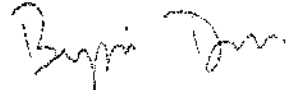
District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Tentulbedia, Ward No: 1, Holding No:525

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-44	LR-595	Bastu	Bastu	8 Katha 9 Chatak 21 Sq Ft	15,00,000/-	75,31,133/-	Width of Approach Road: 32 Ft.
Grand Total :					14.1763Dec	15,00,000 /-	75,31,133 /-	

Land Lord Details :


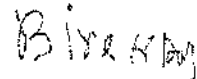
Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Shri Gopal Das Son of Shri Birendra Nath Das Executed by: Self, Date of Execution: 19/08/2016 , Admitted by: Self, Date of Admission: 19/08/2016 ,Place : Office	 <small>19/08/2016</small>	 <small>LTI 19/08/2016</small>	 <small>19/08/2016</small>
Sreenagar Main Road, P.O:- Panchasayar, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700094 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. CADPD7397G, Status :Individual				

2

Name	Photo	Fingerprint	Signature
Shri Bapi Das Son of Shri Birendra Nath Das Executed by: Self, Date of Execution: 19/08/2016 , Admitted by: Self, Date of Admission: 19/08/2016 ,Place : Office		<input checked="" type="checkbox"/>	
19/08/2016	LTI 19/08/2016	19/08/2016	


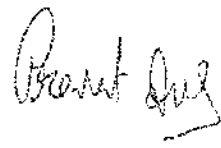
Sreenagar Main Road, P.O:- Panchasayar, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700094 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. CADPD7396H, Status :Individual

3

Name	Photo	Fingerprint	Signature
Shri Birendra Nath Das Son of Late Manmohan Das Executed by: Self, Date of Execution: 19/08/2016 , Admitted by: Self, Date of Admission: 19/08/2016 ,Place : Office		<input checked="" type="checkbox"/>	
19/08/2016	LTI 19/08/2016	19/08/2016	


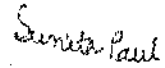
60/1, Sreenagar Main Road, P.O:- Panchasayar, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700094 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status :Individual

4



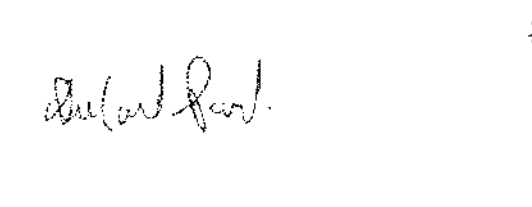
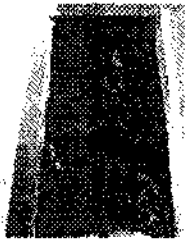
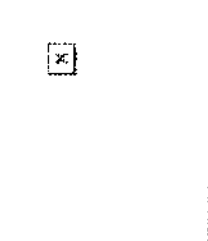
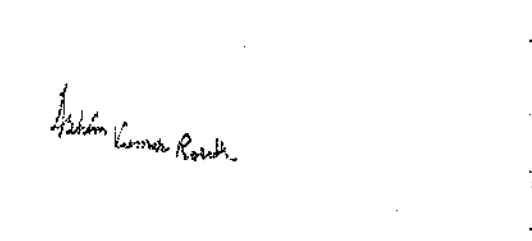
Name	Photo	Fingerprint	Signature
Shri Provat Das Son of Shri Kiran Chandra Das Executed by: Self, Date of Execution: 19/08/2016 , Admitted by: Self, Date of Admission: 19/08/2016 ,Place : Office		<input checked="" type="checkbox"/>	
19/08/2016	LTI 19/08/2016	19/08/2016	

Sreenagar Main Road, P.O:- Panchasayar, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700094 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGRPD3818J, Status :Individual

5

Name	Photo	Fingerprint	Signature
Smt Sunita Paul Wife of Shri Dulal Paul Executed by: Self, Date of Execution: 19/08/2016 , Admitted by: Self, Date of Admission: 19/08/2016 ,Place : Office		<input checked="" type="checkbox"/>	
19/08/2016	LTI 19/08/2016	19/08/2016	


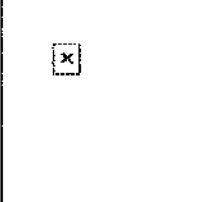
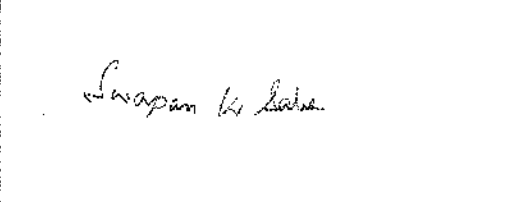
Janaki Nath Basu Road, Subhasgram Purbayan, P.O:- Subhasgram, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700147 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. BSCPP2978P, Status :Individual

6	Name	Photo	Fingerprint	Signature
	Shri Dulal Paul Son of Shri Amar Paul Executed by: Self, Date of Execution: 19/08/2016 , Admitted by: Self, Date of Admission: 19/08/2016 ,Place : Office			
	19/08/2016	LTI 19/08/2016	19/08/2016	
Janaki Nath Basu Road, Subhasgram Purbayan, P.O:- Subhasgram, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700147 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AALPP1352K, Status :Individual				
7	Name	Photo	Fingerprint	Signature
	Shri Ashim Kumar Routh Son of Shri Kshitish Chandra Routh Executed by: Self, Date of Execution: 19/08/2016 , Admitted by: Self, Date of Admission: 19/08/2016 ,Place : Office			
	19/08/2016	LTI 19/08/2016	19/08/2016	
54/B, Dr. Lalmohan Bhattacharjee Road, P.O:- Entally, P.S:- Entaly, District:-South 24-Parganas, West Bengal, India, PIN - 700014 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. ACXPR8906M, Status :Individual				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SUBARNA ENTERPRISE 3rd Floor, Madhav Nilay Apartment, 38, Sree Nagar, Flat No: 31, P.O:- Panchasayar, P.S:- Sonarpur, District.- South 24-Parganas, West Bengal, India, PIN - 700094 Status :Organization

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Swapan Kumar Saha Son of Mr Date of Execution - 19/08/2016, , Admitted.by: Self, Date of Admission: Aug 19 2016 , Place of Admission of Execution: Office			
	Aug 19 2016 1:28PM	LTI Aug 19 2016 1:28PM	Aug 19 2016 1:29PM	
3rd Floor, P.O:- Panchasayar, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700094, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AMBPS6942C. Status : Representative, Representative of : SUBARNA ENTERPRISE (as Proprietor)				

Identifier Details :**Name & address**

Mr Chanchal Santra
 Son of Late Hari Kumar Santra
 Alipore Judges Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of India, Identifier Of Shri Gopal Das, Shri Bapi Das, Shri Birendra Nath Das, Shri Provat Das, Smt Sunita Paul, Shri Dulal Paul, Shri Ashim Kumar Routh, Shri Swapan Kumar Saha

19/08/2016

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Gopal Das	SUBARNA ENTERPRISE-2.02518 Dec
2	Shri Bapi Das	SUBARNA ENTERPRISE-2.02518 Dec
3	Shri Birendra Nath Das	SUBARNA ENTERPRISE-2.02518 Dec
4	Shri Provat Das	SUBARNA ENTERPRISE-2.02518 Dec
5	Smt Sunita Paul	SUBARNA ENTERPRISE-2.02518 Dec
6	Shri Dulal Paul	SUBARNA ENTERPRISE-2.02518 Dec
7	Shri Ashim Kumar Routh	SUBARNA ENTERPRISE-2.02518 Dec

Endorsement For Deed Number : 1 - 162902839 / 2016**On 12-08-2016****Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 75,31,133/-


Abhijit Bera**ADDITIONAL DISTRICT SUB-REGISTRAR****OFFICE OF THE A.D.S.R. GARIA****South 24-Parganas, West Bengal****On 19-08-2016****Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 24 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number 46 (g) of Indian Stamp Act 1899.

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

Presented for registration at 12:37 hrs on 19-08-2016, at the Office of the A.D.S.R. GARIA by Shri Gopal Das, one of the Executants.

Execution is admitted on 19/08/2016 by 1. Shri Gopal Das, Son of Shri Birendra Nath Das, Sreenagar Main Road, P.O. Panchasayar, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by Profession Business, 2. Shri Bapi Das, Son of Shri Birendra Nath Das, Sreenagar Main Road, P.O: Panchasayar, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by Profession Business, 3. Shri Birendra Nath Das, Son of Late Manmohan Das, 60/1, Sreenagar Main Road, P.O: Panchasayar Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by Profession Business, 4. Shri Provat Das, Son of Shri Kiran Chandra Das, Sreenagar Main Road, P.O: Panchasayar Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700094, by caste Hindu, by Profession Business, 5. Sr Sunita Paul, Wife of Shri Dulal Paul, Janaki Nath Basu Road, Subhasgram Purbayan, P.O: Subhasgram, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700147, by caste Hindu, by Profession House wife, 6. Shri Dulal Paul, Son of Shri Amar Paul, Janaki Nath Basu Road, Subhasgram Purbayan, P.O: Subhasgram, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700147, by caste Hindu, by Profession Business, 7. Sh Ashim Kumar Routh, Son of Shri Kshitish Chandra Routh, 54/B, Dr. Lal Mohan Bhattacharjee Road, P.O: Entally, Thana: Entally, South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by Profession Service identified by Mr Chanchal Santra, Son of Late Hari Kumar Santra, Alipore Judges Court, P.O: Alipore, Thana: Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Advocate

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

Execution is admitted on 19/08/2016 by Shri Swapan Kumar Saha Proprietor, SUBARNA ENTERPRISE, 3rd Floor, Madhav Nilay Apartment, 38, Sree Nagar, Flat No: 31, P.O:- Panchasayar, P.S:- Sonarpur, District:-South 24-Parganas West Bengal, India, PIN - 700094

Identified by Mr Chanchal Santra, Son of Late Hari Kumar Santra, Alipore Judges Court, P.O: Alipore, Thana: Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 28,610/- (B = Rs 28,589/- , E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 28,610/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/07/2016 12:51PM with Govt. Ref. No: 192016170013605032 on 16-07-2016, Amount Rs: 28,610/-, Bank: Allahabad Bank (ALLA0210031), Ref. No. 190716004076998 on 19-07-2016, Head of Account 0030-03-104-00-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 5,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 7929, Amount: Rs.5,000/-, Date of Purchase: 19/07/2016, Vendor name: S K Dey Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/07/2016 12:51PM with Govt. Ref. No: 192016170013605032 on 16-07-2016, Amount Rs: 5,021/-, Bank: Allahabad Bank (ALLA0210031), Ref. No. 190716004076998 on 19-07-2016, Head of Account 0030-02-103-003-02

Abhijit Bera

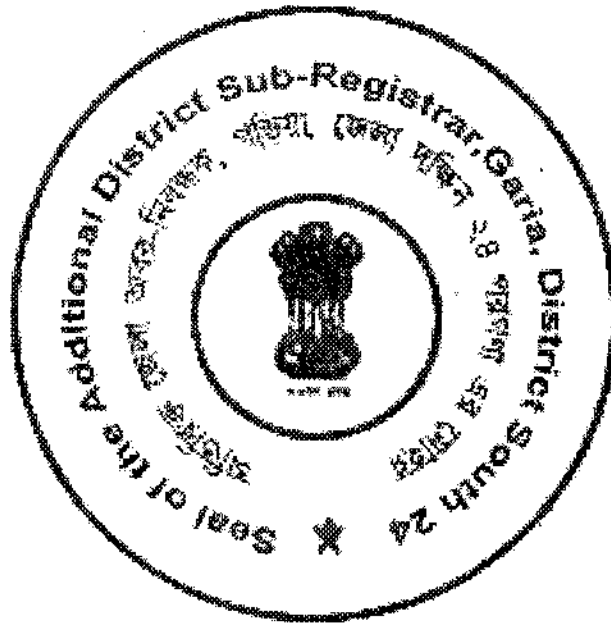
**ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
South 24-Parganas, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1629-2016, Page from 60773 to 60811

being No 162902839 for the year 2016.



Digitally signed by ABHIJIT BERA
Date: 2016.08.23 15:05:44 +05:30
Reason: Digital Signing of Deed.

(Abhijit Bera) 8/23/2016 3:05:44 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
West Bengal.

(This document is digitally signed.)

3546/16

I 02839/16



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

C 766768

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

Additional District Sub-Registrar,
Garia South 24 Parganas

DEVELOPMENT AGREEMENT 19 AUG 2016

A-0-991099/16
19/08/16, 12:37

THIS DEVELOPMENT AGREEMENT made this 19th day of August Two Thousand and Sixteen **BETWEEN (1) SRI GOPAL DAS (PAN CADPD7397G), (2) SRI BAPI DAS (PAN CADPD7396H)**, both sons of Sri Birendra Nath Das, by faith Hindu, by Nationality Indian, by occupation Business, residing at Sreenagar Main Road, Kolkata-700 094, Post Office Panchasayar, Police Station Sonarpur, **(3) SRI BIRENDRA NATH DAS**, son of Late Manmohan Das, by faith Hindu, by occupation Business, residing at No. 60/1, Sreenagar Main Road, Kolkata - 700 094, Post Office

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Panchasayar, Police Station Sonarpur, **(4) SRI PROVAT DAS (PAN AGRPD3818J)**, son of Sri Kiran Chandra Das, by faith Hindu, by Nationality Indian, by occupation Business, residing at Sreenagar Main Road, Kolkata-700 094, Post Office Panchasayar, Police Station Sonarpur, **(5) SMT. SUNITA PAUL (PAN BSCPP2978P)**, wife of Sri Dulal Paul, by occupation House-wife, **(6) SRI DULAL PAUL (PAN AALPP1352K)**, son of Sri Amar Paul, by occupation Business, both by faith Hindu, by Nationality Indian, residing at Janaki Nath Basu Road, Subhasgram Purbayan, Post Office Subhasgram, Kolkata-700147, Police Station Sonarpur, **(7) SRI ASHIM KUMAR ROUTH (PAN ACXPR8906M)**, son of Sri Kshitish Chandra Routh, by faith Hindu, by Nationality Indian, by occupation Service, residing at No. 54/B, Dr. Lalmohan Bhattacharjee Road, Kolkata-700 014, Police Station Entally, hereinafter collectively called and referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their respective heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART AND SRI SWAPAN KUMAR SAHA (PAN AMBPS6942C)**, son of Late Madhab Chandra Saha, by faith Hindu, by Nationality Indian, carrying on business as Builder/Developer under the name and style of "**SUBARNA ENTERPRISE**" as Proprietor thereof, having his residence at Flat No.31, 3rd floor, "Madhav Nilay Apartment", 38, Sree Nagar Main Road, Kolkata - 700 094, Post Office Panchasayar, Police Station Sonarpur and also Office at 'Madhav Nilay Apartment', Ground floor, 38,

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Additional District Sub-Registrar,
Garia South 24 Parganas

19 AUG 2018

Sreenagar Main Road, Kolkata – 700 094, Post Office Panchasayar, Police Station Sonarpur hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the **OTHER PART.**

WHEREAS :

- A) One Smt. Chanchala Bala Dasi, wife of Late Manmohan Das, being the absolute Owner of ALL THAT the piece and parcel of 2 Cottahs 7 Chhitacks 17 Sq. ft. more or less of land in part of R.S. Dag No.39 (C. S. Dag No. 190), L. R. Dag No.44, under R.S. Khatian No. 54 (C. S. Khatian No 78), L. R. Khatian No. 595, J. L. No. 44 at Mouza Tetulberia, Police Station Sonarpur, District South 24-Parganas, and being thus Owner of the property as aforesaid, the said Smt. Chanchala Bala Dasi, by and/or under a Deed of Gift made in Bengali language (Dan Patra) dated 25th day of April, 2007 transferred, conveyed, assigned and assured as and by way of Gift ALL THAT the piece and parcel of 2 Cottahs 4 Chhitacks 5 Sq. ft. more or less of land unto and in favour of Bapi Das and Gopal Das, the Owner Nos. 1 & 2 herein and the said Deed of Gift dated 25th day of April, 2007 was registered at the Office of the Addl. District Sub-Registrar Sonarpur, South 24-Parganas and recorded in its Book No. I, CD Vol. No. 28, Page from 1528 to 1548, Being No.09863 for the year 2009.

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Additional District Sub-Registrar
Garla South 24 Parganas

19 AUG 2010

- B) The said Smt. Chanchala Bala Dasi, by the said Deed of Gift made in Bengali language (Dan Patra) dated 25th day of April, 2007 transferred, conveyed, assigned and assured as and by way of Gift ALL THAT 3 Chhitacks 12 Sq. ft. more or less of land unto and in favour of Birendra Nath Das, the Owner No.3 herein and the said Deed of Gift dated 25th day of April, 2007 was registered at the Office of the Addl. District Sub-Registrar Sonarpur, South 24-Parganas and recorded in its Book No. I, CD Vol. No. 28, Page from 1528 to 1548, Being No.09863 for the year 2009.
- C) Adjacent to the property as aforesaid, Kiran Chandra Das, son of Late Manmohan Das was also the Owner of ALL THAT the piece and parcel of 2 Cottahs 6 Chhitacks 5 Sq. ft. more or less of land together with Pucca Structures of 1000 Sq. ft. more or less standing thereon or on part thereof in part of R.S. Dag No.39 (C. S. Dag No. 190), L. R. Dag No.44, under R.S. Khatian No. 54 (C. S. Khatian No 78), L. R. Khatian No. 595, J. L. No. 44 at Mouza Tetulberia, Police Station Sonarpur, District South 24-Parganas, and being thus Owner of the property as aforesaid, the said Kiran Chandra Das, by and/or under a Deed of Gift made in Bengali language (Dan Patra) dated 25th day of November, 2013 transferred, conveyed, assigned and assured as and by way of Gift ALL THAT the said property morefully and particularly described in SCHDEULE thereunder written unto and in favour of Provat Das, the Owner No. 4 herein for the consideration of natural love and affection and the said Deed of Gift dated 25th day of November, 2013 was registered at the Office of the Addl. District Sub-Registrar Sonarpur, South 24-Parganas and recorded in its Book No. I,
- Contd.....



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Additional District Sub-Registrar,
Garia South 24 Parganas

9 AUG 2018

CD Vol. No. 27, Page from 5647 to 5658, Being No.12241 for the year 2013 and adjacent to both the property as aforesaid, Kiran Chandra Das, son of Late Manmohan Das was also the Owner of ALL THAT the Two storied building standing thereon or on part thereof having Built-up Area of 1000 Sq. ft. more or less to each floor aggregating to 2000 Sq. ft. in part of R.S. Dag No.39 (C. S. Dag No. 190), L. R. Dag No.44, under R.S. Khatian No. 54 (C. S. Khatian No 78), L. R, Khatian No. 595, J. L. No. 44 at Mouza Tetulberia, Police Station Sonarpur, District South 24-Parganas, and being thus Owner of the property as aforesaid, the said Kiran Chandra Das, by and/or under a Deed of Sale made in Bengali language (Saf Bikroy Kobala) dated 18th day of February, 2013 sold, transferred, conveyed, assigned and assured as and by way of Sale ALL THAT the Shop measuring Super Built-up area of 233 Sq. ft. more or less within the said R.S. Dag No. 39, L.R. Dag No. 44, R.S. Khatian No. 54, L.R. Khatian No. 2693, at Mouza Tetulberia, J. L. No. 44, P.S. Sonarpur, morefully and particularly described SCHEDULE thereunder written unto and in favour of Smt. Sunita Pal and Dulal Pal the Owner Nos. 5 & 6 herein at a consideration therein mentioned and the said Deed of Sale dated 18th day of February, 2013 was registered at the Office of the Addl. District Sub-Registrar Sonarpur, South 24-Parganas and recorded in its Book No. I, CD Vol. No. 5, Page from 2604 to 2617, Being No.01855 for the year 2013.

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Additional District Sub-Registrar,
Garia, South 24 Parganas

19 AUG 2018

- D) Smt. Chanchala Bala Dasi, wife of Late Manmohan Das as aforesaid, being the absolute Owner of ALL THAT the piece and parcel of 0.15 decimals more or less of land at Mouza Tetulberia, comprised in R.S. Dag No.39, L. R. Dag No. 44, under R. S. Khatian No.54, L. R. Khatian No. 595, J. L. No.44, Police Station Sonarpur, District South 24-Parganas, and being thus Owner of the property as aforesaid, the said Smt. Chanchala Bala Dasi, by and/or under a Deed of Sale made in Bengali language (Saf Bikroy Kobala) dated 07th day of December, 1998 sold, transferred, conveyed, assigned and assured ALL THAT the piece and parcel of 2 Cottahs 8 Chhitacks 34 Sq. ft. more or less of land together with Kutcha structures thereon unto and in favour of Ashim Kumar Routh, the Owner No.7 herein fully described in the SCHEDULE thereudner and the said Deed of Sale was registered at the Office of the Addl. District Sub-Registrar Sonarpur, South 24-Parganas and recorded in its Book No. I, Vol. No. 143, at Pages 250 to 256, Being No.8768 for the year 1998.
- E) Thus all the Owners herein for better utilization of all the Properties as aforesaid on 27th day of August, 2015 had executed one Deed of Exchange-cum- Amalgamation amongst themselves in regard to all the aforesaid properties and the said Deed of Exchange-cum- Amalgamation was registered at the Office of the Additional District Sub-Registrar Garia, South 24-Paerganas and recorded in its Book-I, Volume Number 1629-2015, Page from 23793 to 23824, Being No.162902985 for the year 2015.

Contd....



Additional District Sub-Registrar,
Garia South 24 Parganas

3 AUG 2018

F) In execution and registration of the said Deed of Exchange-cum-Amalgamation dated 27-08-2015, the actual land area of the said property was erroneously mentioned therein and thus one Supplementary Deed of Exchange-cum-Amalgamation was executed between the Owners herein on 19th day of August, 2016 and the said Supplementary Deed of Exchange-cum-Amalgamation was registered at the Office of the Additional District Sub-Registrar, Garia and recorded in its Book No.I, Being No.1629 ~~02835~~ for the year 2016.

60/1/2016

G) In the event, the Owners herein acquired their joint Ownership over ALL THAT the piece and parcel of 8 Cottahs 9 Chhitacks 21 Sq. ft. more or less of land comprised in part of R.S. Dag No.39 (C. S. Dag No. 190), L. R. Dag No.44, under R.S. Khatian No. 54 (C. S. Khatian No 78), L. R. Khatian No. 595, 2693, J. L. No. 44 at **Mouza Tetulberia**, Police Station **Sonarpur**, District South 24-Parganas presently, being known as **Holding No.525, Sreenagar, Kolkata-700 094** within the limits of Rajpur-Sonarpur Municipality under its Ward No. '1' fully described in the in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the "**SAID PROPERTY**") and the Owners herein are thus jointly seized and possessed of or otherwise well and sufficiently to the said properties free from all encumbrances.

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Additional District Sub-Registrar,
Garia South 24 Parganas

19 AUG 2018

- H) For better utilisation of the aforesaid property aggregating to an area of 7 Cottahs 11 Chhitacks 19 Sq. ft. more or less at and to get developed the said properties the Owners had made negotiations with the Developer herein from time to time and in confirmations of such negotiations in the matter of proposed Development of the said properties, the Developer has also agreed to undertake the proposed development of the same.
- I) In the matter of proposed Development of the property as aforesaid, both the Owners and the Developer have now agreed to enter into this Development Agreement on the terms, conditions, covenants hereinafter appearing :

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH and it is hereby agreed and declared between the Owners and the Developer as follows :

1. The new building as proposed to be constructed within the said properties shall be caused by amalgamation of all the properties as aforesaid and the proposed building would be of Ground plus Three storied Residential and Commercial Building comprising of Flats, Commercial Spaces, Car Parking Spaces in Ground floor and Flats on First floor, Second floor and Third floor.

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Additional District Sub-Registrar,
Garia South 24 Parganas

19 AUG 2016

In lieu of their entitlement and as well as in lieu of costs of the land at the said property, the Owner Nos. 1, 2, 3, and 4 (according to their share in land and Shop) are allotted with ALL THAT the 50% (fifty per cent) of the total constructed area as would be Sanctioned by Rajpur-Sonarpur Municipality in the building Plan and the Owner Nos. 5 and 6 jointly are allotted with ALL THAT one Shop measuring carpet area of 9'ft. x 21.6" in Ground floor in the building within the area of 50% allocations of Owner No.4 and the Owner No.7 is allotted with ALL THAT the 45% (forty-five per cent) of the total constructed area (according to his share in land).

Owners' allocations in the proposed building shall be comprised as follows:

- (a) **Gopal Das, Bapi Das and Birendra Nath Das** – jointly 50% within Owners' Allocations (according to their share in land).
- (b) **Birendra Nath Das** would be handed over with 50% within Owners' Allocations (according to his share in Shop) in Ground floor in Front side.
- (c) **Provat Das** would be handed over with 50% within Owners' Allocations (according to his share in land) Owners' Allocation.
- (d) **Sunita Pal and Dulal Pal** jointly - ALL THAT one Shop measuring Super Built-up area of 9'ft. x 21.6" in Ground floor in the building

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After allotment of Owners' Allocations as aforesaid, the Developer is allotted with the remaining 50% allocations out of the total constructed areas within the allocations of Owner Nos. 1, 2, 3, 4 and 55% Allocations out of the constructed areas within the allocations of Owner No.7 which shall comprise in self-contained Flats/Commercial Spaces/Car Parking Spaces in the proposed building within the said property.

The respective allocations of the Owners and the Developer in the proposed new building is/are demarcated and fully described in the **SECOND SCHEDULE** hereunder written.

Besides the Allocations of the Owner Nos. 1, 2, 3, 4 in the new building, the Owner Nos. 1, 2, 3, 4 shall receive the **Non-Refundable Cash Amount** of **Rs.10,00,000/-** (Rupees Ten Lakhs only) out of which **Provat Das** shall receive the sum of **Rs.5,00,000/-** (Rupees Five Lakhs only) and **Gopal Das, Bapi Das and Birendra Nath Das shall jointly** receive the sum of **Rs.5,00,000/-** (Rupees Five Lakhs only) and **Provat Das** shall receive **Refundable/Adjustable Cash Amount of Rs.15,00,000/-** (Rupees Fifteen Lakhs only) from the Developer and the Developer shall make payment of such Cash Amount to the Owners in the following manner :

- (a) **Rs.5,00,000/-** (Rupees Five Lakhs only) jointly to **Gopal Das, Bapi Das and Birendra Nath Das, Owner Nos. 1, 2 and 3** as **NON-REFUNDABLE CASH AMOUNT.**
- (b) **Rs.5,00,000/-** (Rupees Five Lakhs only) to **Provat Das, Owner No. 4,** as **NON-REFUNDABLE CASH AMOUNT.**

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(c) **Rs.15,00,000/-** (Rupees Fifteen Lakhs only) to **Provat Das, Owner No. 4 as REFUNDABLE/ADJUSTABLE CASH AMOUNT**, which shall be refunded by Provat Das, the Owner No.4 to the Developer without any Interests **before receiving possession of his allocations in the new building OR alternatively the said Refundable/Adjustable Cash Amount of Rs.15,00,000/- shall be appropriated from his Allocations** in the new building. The Developer have already the said Refundable Cash Amount/Adjustable Cash Amount to Gopal Das, Bapi Das, Birendra Nath Das, Provat Das ~~and Ashim Kumar Routh~~ in the following manner :

- (a) Rs.15,00,000/- (Rupees Fifteen Lakhs only) to Provat Das before execution of this Development Agreement as per Memo of Consideration as Refundable/Adjustable Cash Amount ;
- (b) Rs.50,000/- (Rupees Fifty Thousand only) to Provat Das before execution of this Development Agreement as per Memo of Consideration as Non-Refundable Cash Amount ;

Balance Rs.4,50,000/- shall be paid by the Developer to Provat Das on obtaining the Sanctioned Building Plan from Rajpur-Sonarpur Municipality ;

- (c) Rs.1,00,000/- (Rupees One Lakh only) to Gopal Das before execution of this Development Agreement as per Memo of Consideration as Non-Refundable Cash Amount ;

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- (c) Rs.1,00,000/- (Rupees One Lakh only) to Bapi Das before execution of this Development Agreement as per Memo of Consideration as Non-Refundable Cash Amount ;
 - (d) Rs.1,00,000/- (Rupees One Lakh only) to Birendra Nath Das before execution of this Development Agreement as per Memo of Consideration as Non-Refundable Cash Amount ;
 - (e) Balance Rs.2,00,000/- (Rupees Two Lakhs only) jointly to Gopal Das, Bapi Das and Birendra Nath Das on the day of obtaining Sanctioned Building Plan from Rajpur-Sonarpur Municipality ;
2. Simultaneously with the execution of these presents, the Owners shall handover to the Developer all documents of title and copies thereof, and all other documents in his custody in order to enable the Developer to do all preparatory work for development of the property.
3. Subject to Force Meajure and circumstances beyond control the Developer shall complete the construction of the new building in the said property in habitable conditions within the period of 24 (twenty-four) months from the date of obtaining sanctioned Building Plan from Municipality.

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4. After Mutation of names of the Owners in the records of Block Land & Land Reforms Office and also in the records of Rajpur-Sonarpur Municipality, the Developer at his costs and expenses shall obtain Sanctioned Building Plan from Rajpur-Sonarpur Municipality for construction of proposed Ground plus Three storied building within the said property.
5. The Owners within the period of next 3 (three) Months from the date execution of this Development Agreement shall vacate the said property in favour of the Developer for the purposes of commencement of development work of the said property and the Developer shall hold the possession of the said property till completion of the Construction and the Developer shall arrange Alternate Accommodations for Provat Das (separately) and for Gopal Das, Bapi Das and Birendra Nath Das (jointly).
6. From the date of receiving such possession of the said property, the Developer shall pay and/or clear all rates and Municipal taxes, Land Revenues of the property before Rajpur-Sonarpur Municipality, Land Reforms Department.
7. The Developer shall construct and complete the New Building at the said property with first class standard materials and also in accordance with the specifications as mentioned in the **THIRD SCHEDULE** hereunder and the new Building shall be for Residential and Commercial purposes.

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