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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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


 District Sub-Register
 Howrah

07.01.15

09 APR 2015

958145/15

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AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this 07th day of January, Two Thousand Fifteen A.D.

BETWEEN

Asha Mitra

Contd...



Government Of West Bengal
Office Of the D.S.R. HOWRAH
District:-Howrah

Endorsement For Deed Number : I - 03459 of 2015
(Serial No. 03835 of 2015 and Query No. 0501L000005845 of 2015)

On 07/01/2015

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

Presented for registration at 19.30 hrs on 07/01/2015, at the Private residence by Asha Mitra , one of the Executants.

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

Execution is admitted on 07/01/2015 by

1. Asha Mitra, wife of Rupak Kumar Mitra , 8/4, Buxarah Village Road, Howrah, Thana:-Shibpur, District:-Howrah, WEST BENGAL, India, By Caste Hindu, By Profession : House wife
2. Arindam Mitra, son of Rupak Kumar Mitra , 8/4, Buxarah Village Road, Howrah, Thana:-Shibpur, District:-Howrah, WEST BENGAL, India, By Caste Hindu, By Profession : Service
3. Monaj Mondal
Managing Director, Maa Bhabatarini Realtor Pvt. Ltd., Village:Podhra, Thana:-Sankrail, P.O. :-Podhra, District:-Howrah, WEST BENGAL, India.
By Profession : Business

Identified By Raghunath Bhattacharjee, son of Niranjn Bhattacharjee, 17/4/9, South Buxarah Village Road, Howrah, Thana:-Shibpur, District:-Howrah, WEST BENGAL, India, By Caste: Hindu, By Profession: Others.

(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH

On 09/04/2015

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 33035.00/-, on 09/04/2015

(Under Article : B = 32989/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 09/04/2015)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1,22,74,158/-

Certified that the required stamp duty of this document is Rs.- 20011 /- and the Stamp duty paid as: Impressive Rs.- 1000/-

Deficit stamp duty



(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH



Government Of West Bengal
Office Of the D.S.R. HOWRAH
District:-Howrah

Endorsement For Deed Number : 1 - 03459 of 2015
(Serial No. 03835 of 2015 and Query No. 0501L000005845 of 2015)

Deficit stamp duty Rs. 19020/- is paid , by the Bankers cheque number 047109, Bankers Cheque Date 08/04/2015, Bank : State Bank of India, HOWRAH, received on 09/04/2015

(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH



(Satiprasad Bandopadhyay)
DISTRICT SUB-REGISTRAR OF HOWRAH

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 12
Page from 3029 to 3058
being No 03459 for the year 2015.



(Satiprasad Bandopadhyay) 09-April-2015
DISTRICT SUB-REGISTRAR OF HOWRAH
Office of the D.S.R. HOWRAH
West Bengal

(1) **SMT. ASHA MITRA**, wife of Sri Rupak Kumar Mitra, by faith Hindu, by occupation Household duties, and (2) **SRI ARINDAM MITRA**, Son of Sri Rupak Kumar Mitra, by faith Hindu, by occupation Service, both residing at 8/4, Baksara Village Road, Police Station Shibpur, District Howrah, hereinafter jointly called the "**OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives, and assigns) of the **ONE PART;**

AND

* **MAA BHABATARINI REALTOR PVT. LTD. (PAN-AAICM9919R)**, a Company incorporated under the Companies Act, 1956, having its Registered office at Podrah, P.S. Sankrail, Howrah-711109, being Represented by its Managing Director namely **SRI MONAJ MONDAL**, son of Late Sudhir Kumar Mondal, by faith Hindu, by occupation Business, residing at Village and Post Office Podrah, Police Station Sankrail, District Howrah, hereinafter called the "**DEVELOPER/ PROMOTER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, executors, administrators, representatives and assigns) of the **SECOND PART**

AND WHEREAS one Gokul Chandra Ghosh was the owner and occupier of the land alongwith Bagan Land measuring more or less 1 (One) Bigha 8 (Eight) Cottahs 2 (two) Chittaks 30 (Thirty) Square feet, situated at 8, Baksara Village Road, Howrah and during enjoyment of the said property, Gokul Chandra Ghosh transferred the entire property in favour of Sk. Ahamed Ali, the resident of Nazirgunge by way of Patta which was

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Registered on 28.04.1920 and since then said Sk. Ahamed Ali began to enjoy the property by paying taxes before the Office of Howrah Municipality;

AND WHEREAS Sk. Ahamed Ali while enjoying and possessing the aforesaid property died leaving behind him surviving his wife, one son and one daughter as the legal heirs and successors of Late Sk. Ahamed Ali;

AND WHEREAS the wife, son and daughter of Late Sk. Ahamed Ali being in urgent need of money for non payment of taxes in respect of the aforesaid property jointly sold and transferred the same in favour of Nandalal Bag, the resident of Baluhati by virtue of a registered Kobala dated 3rd June 1941 and recorded in Book No.1, Volume No.20, Pages 123 to 127, Being No.805, for the year 1941 and since purchase Nandalal Bag became owner in respect of his purchased property and on account of staying at distant place from his purchased property, Nandalal Bag sold and transferred the same in favour of Sri Rampada Rai Shaw, Son of Late Bacchulal Shaw by virtue of a registered Kobala dated 11th March, 1946 and the said Kobala was registered in the Office of Howrah Sub-Registrar and recorded in Book No.1, Volume No.17, Pages 20 to 23, Being No.563, for the year 1946 and since then said Sri Rampada Rai Shaw became absolute owner in respect of his purchased property and said Rampada Rai Shaw while enjoying and possessing his purchased property filed a Rent Suit before the Ld. 2nd Munsif being Suit No.379/1955 for repaying one hundred rupee for the cost of the decree of the said suit and also other diverse cogent reasons, Sri Rampada Rai Shaw sold and transferred the said property in favour of Smt.Sabita Rani Paul, wife of Sri Hari Kishori Paul by virtue of a registered Kobala dated 15th July, 1959 and said Kobala was

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Registered in the Office of District Sub-Registrar at Howrah and recorded in Book No.1, Volume No.63, Pages 1 to 5, Being No.3363, for the year 1959;

AND WHEREAS it is stated hereby that Smt. Sabita Rani Paul filed a Title Suit in the Court of 2nd Munsif at Howrah being Title Suit No.2 of 1964 against one Khagendra Chandra Ghosh and Nagen Chandra Ghosh, both Sons of Late Rashbihari Ghosh and in this case Nagen Chandra Ghosh, the Defendant No.2 therein was not interested in respect of the property in question and only Khagendra Chandra Ghosh, the Defendant No.1 therein was contesting the suit and finally, the suit was compromised by filing Compromise Petition Registered as Title Suit No.395/1981 by both the parties;

AND WHEREAS in the Compromise Petition it was stated that Smt. Sabita Rani Paul, the Plaintiff therein admitted that Khagendra Chandra Ghosh, the Defendant No.1 therein was the sole owner in respect of the aforesaid property and the Defendant No.1 Khagendra Chandra Ghosh was possessing the property since the date of purchase dated 15th July 1959 and the Defendant No.1 Sri Khagendra Chandra Ghosh paid entire amount of consideration to the Seller namely Rampada Rat Shaw in respect of the aforesaid property and Sabita Rani Paul also admitted that she never paid any amount of consideration to the Seller at, the time of purchase of the aforesaid property and Sabita Rani Paul further stated that she has had no manner of right, title and interest or possession over the aforesaid property;

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AND WHEREAS thereafter said Sabita Rani Paul declared in the Deed of Declaration that the Second Party Khagendra Chandra Ghosh was the real owner in respect of the aforesaid property and she was nothing but a name lender only and said Khagendra Chandra Ghosh had paid full consideration money at the time of purchasing the property out of his own pocket and the Sabita Rani Paul did not pay single farthing for consideration and said Deed of Declaration was registered in the Office of Additional District Sub-Registrar at Howrah on 18th September, 1992 and recorded in Book No.I, Volume No.104, Pages 37 to 42, Being No.5143, for the year 1992;

AND WHEREAS Nagendra Chandra Ghosh, the brother of Khagendra Chandra Ghosh also stated in the Deed of Declaration dated 18.09.1992 that Khagendra Chandra Ghosh, the Second Party therein was the real owner in respect of the aforesaid property and Sabita Rani Paul was nothing but a name lender only and he has had no manner of right, title and interest or possession in respect of the property purchased by Khagendra Chandra Ghosh on 15th July, 1959 and neither he paid any consideration respect of the aforesaid property and the said Deed of Declaration was Registered in the Office of Additional District Sub-Registrar at Howrah on 18.09.1992 and recorded in Book No.I, Volume No.77, Pages 66 to 71, Being No.3477, for the year 1992;

AND WHEREAS since declaration Khagendra Chandra Ghosh was the sole owner and occupier of all that piece and parcel of Bastu Land measuring more or less 1 (One) Bigha 8 (Eight) Cottahs 2 (Two) Chittaks 30 (Thirty)

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Square feet out of which he sold and transferred some portions of the said property;

AND WHEREAS said Khagendra Chandra Ghosh while enjoying and possessing the aforesaid property by paying taxes before the Office of Howrah Municipal Corporation died leaving behind him surviving his wife Smt. Nihar Bala Ghosh, and only Daughter Smt. Asha Mitra as the only legal heiresses and successors;

AND WHEREAS after demise of said Khagendra Chandra Ghosh, the remaining portions of Bastu Land measuring more or less 16 (Sixteen) Cottahs 4 (Four) Chittaks 40 (Forty) Square feet together with structure made of R.T. Shed standing thereon devolved upon his wife Smt. Nihar Bala Ghosh and Daughter Smt. Asha Mitra and said Nihar Bala Ghosh and Asha Mitra jointly inherited the property left by Khagendra Chandra Ghosh and they absolutely became joint owners in respect of the property left by the deceased Khagendra Chandra Ghosh each having undivided half share thereof. It is stated here that some portions of land out of 16 Cottah 4 Chittaks 40 square Feet which is used as Road and some portions of land measuring more or less 0 Katha 10 Chittak 6 Square Feet was transferred in favour of Rupak Kumar Mitra by Niharbala Ghosh and Asha Mitra by virtue of a Deed of Gift which was registered in the Office of D.S.R. at Howrah in the year 2010 and recorded in Book No. 1, CD Volume No. 27, Pages 6813 to 6832, Being No. 12087 for the year 2010 and since then said Rupak Kumar Mitra became absolute Owner in respect of the said property and remaining portion of land measuring more or less 15 Cottahs 10 Chittaks 34 square Feet have been jointly enjoying and possessing by said Niharbala Ghosh and Asha Mitra.

Asha Mitra.

AND WHEREAS said Niharbala Ghosh out of her love and affection she gifted her undivided property measuring more or less 7 Cottahs 13 Chittaks 17 Square Feet to the extent of half share thereof, comprised within holding No. 8, Buxarah Village Road, P.S. Shibpur, District-Howrah, within H.M.C. Ward No. 41 in favour of her grand son namely Sri Arindam Mitra, the Owner No. 2 herein by virtue of a registered Deed of Gift dated 20th December, 2010 and the said Deed of Gift was registered in the Office of

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District Sub-Registrar at Howrah and recorded in Book No. 1, CD Volume No. 27, Pages from 6833 to 6852, Being No. 12088, for the year 2010 and since then said Arindam Mitra became absolute Owner in respect of his said gifted property;

AND WHEREAS said Asha Mitra, the daughter of Late Khagendra Chandra Ghosh inherited from his father all that piece and parcel of undivided Bastu land measuring more or less 7 Cottahs 13 Chittaks 17 Square Feet out of 15 Cottahs 10 Chittaks 34 Square Feet, comprised within holding No. 8, Buxarah Village Road, P.S. Shibpur, District-Howrah, within H.M.C. Ward No. 41 and she became absolute Owner in respect of the said property;

AND WHEREAS the properties of the parties hereto have been amalgamated into one compact unit by virtue of a Deed of Declaration, which was registered in the Office of District Sub-Registrar at Howrah on 2nd August, 2011 and recorded in Book No. 1, CD Volume No. 16, Pages from 393 to 406, Being No. 06235, for the year 2011 and after amalgamation and after amalgamation they have jointly mutated their names in the Howrah Municipal Corporation and thereafter the old holding No. 8, Baksara Village Road has been changed and now numbered as 8/7, Baksara Village Road, P.S. Shibpur, District-Howrah;

AND WHEREAS the present owners while possessing the aforesaid property peacefully and uninterruptedly till date being desirous of developing the property as mentioned in the First Schedule hereunder written by raising multi-storied building thereon for residential and partly commercial purposes, but in absence of experience and stringency of finance the present

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District Sub-Registrar at Howrah and recorded in Book No. I, CD Volume No. 27, Pages from 6833 to 6852, Being No. 12088, for the year 2010 and since then said Arindam Mitra became absolute Owner in respect of his said gifted property;

AND WHEREAS said Asha Mitra, the daughter of Late Khagendra Chandra Ghosh inherited from his father all that piece and parcel of undivided Bastu land measuring more or less 7 Cottahs 13 Chittaks 17 Square Feet out of 15 Cottahs 10 Chittaks 34 Square Feet, comprised within holding No. 8, Buxarah Village Road, P.S. Shibpur, District-Howrah, within H.M.C. Ward No. 41 and she became absolute Owner in respect of the said property;

AND WHEREAS the properties of the parties hereto have been amalgamated into one compact unit by virtue of a Deed of Declaration, which was registered in the Office of District Sub-Registrar at Howrah on 2nd August, 2011 and recorded in Book No. I, CD Volume No. 16, Pages from 393 to 406, Being No. 06235, for the year 2011 and after amalgamation and after amalgamation they have jointly mutated their names in the Howrah Municipal Corporation and thereafter the old holding No. 8, Baksara Village Road has been changed and now numbered as 8/7, Baksara Village Road, P.S. Shibpur, District-Howrah;

AND WHEREAS the present owners while possessing the aforesaid property peacefully and uninterruptedly till date being desirous of developing the property as mentioned in the First Schedule hereunder written by raising multi-storied building thereon for residential and partly commercial purposes, but in absence of experience and stringency of finance the present

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Owners are in search of a better sufficiently experienced and financially capable Developer who could do the needful construction on the said property as desired and expected .

AND WHEREAS the Developer herein being an experienced and financially capable approached the Owners to enter into an Agreement for developing the said property. However, the developer will start construction after obtaining the new building plan which will be sanctioned from the authority of Howrah Municipal Corporation after demolition of the existing old structure standing thereon ;

AND WHEREAS the Developer shall make necessary conversion and shall perform all necessary arrangement for amalgamation in respect of the schedule mentioned property at its own cost and expenses and the Owners shall cooperate with the Developer for the same .

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

DEFINITION CLAUSE : unless it is repugnant and inconsistent to the context in these presents , the under written terms would mean and follows :-

1.1 OWNERS : The abovenamed Owners and their heirs , executors, Legal representatives successors and assigns.

1.2 DEVELOPER : The abovenamed Developer its successors-in-office and assigns.

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1.3 PROPERTY : All that piece and parcel of Bastu Land measuring more or less **15 (Fifteen) Cottahs 10 (Ten) Chittaks 34 (Thirty Four) Square feet** together with structure standing thereon, comprised with holding No. **8 (old), Baksara Village Road and new holding No. 8/7, Baksara Village Road P.S. Shibpur, District-Howrah, within H.M.C. Ward No. 41**, together with all easements right annexed thereto, which is morefully and particularly described in the First Schedule hereunder written and shown in the annexed sketch map is hereinafter referred to as the subject matter of this Deed;

1.4 BUILDING : The Building shall mean the building to be constructed on the said properties in accordance with the building plan sanctioned by the authority of the Howrah Municipal Corporation at the cost of the Developer .

1.5 UNIT : The unit shall mean the partly or wholly constructed flat / shop room in the building (which is agreed to be completed by the developers) and also include proportionate share in common portion of the said property and structure whatsoever the case may be .

1.6 PROPORTIONATE OR PROPORTIONATE PORTION OR PROPORTIONATELY : Shall mean the ratio between the built- up area of the unit and the total constructed portion within the said property which is the undivided share in the land comprised in the premises held by the Owners / Landlords.

1.7 THE COMMON PORTIONS : shall mean and include the common portions to be made and erected for convenient user by the intending purchaser or purchasers and / or lawful occupiers including the Owners.

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1.8 **THE ARCHITECT** : shall mean such Architect or Architects appointed by the Developer as Architect for the building or such other Architects as may be appointed by the developer, cost of which will be borne by the developer.

1.9 **OWNERS' ALLOCATIOPN** :

The Owners will get their allocation out of the total constructed area excluding staircase which will be allotted in habitable condition in the manner as follows :-

- (i) Two Front side shop room (adjacent to each other) measuring more or less 300 Square Feet (West facing) i.e. 150 Sq.ft each.
- (ii) Flat (West-South facing) being No. 104 on the First Floor measuring an area of about 1300 Square Feet excluding staircase consisting of three bed rooms etc. fully fittings and ready to use the same.
- (iii) Flat (West facing) being No. 201 on the Second Floor measuring an area of about 800 Square Feet excluding staircase consisting of two bed rooms etc. fully fittings and ready to use the same.
- (iv) One personal Car parking space measuring more or less 200 Square Feet
- (v) Construction of Temple which will be constructed in front of the proposed multistoried Building.

Asha Mishra

The same shall be allotted to the Owners with proportionate share, right, title and interest and the common facilities and space together with proportionate share in the land underneath the building.

TOGETHER WITH right or use and enjoy all common areas and facilities of the land of the proposed building.

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PAYMENT SCHEDULE

The Developer shall pay a total amount of Rs. 51,00,000/- (Rupees Fifty One Lakh) only to the Owners herein out of which the Developer has already paid Rs. 30,00,000/- (Rupees Thirty Lakhs) only to the owners herein and the balance amount will be paid by the Developer to the Owners herein part by part before the date of possession.

1.10 DEVELOPER'S ALLOCATION : Shall mean the balance area in the proposed building to be raised on the said plot of land which includes in all the floors, stairs excepting portion allotted for the Owners of the proposed building together with proportionate share in the land together with right to use and enjoy all common areas facilities of the land and the proposed building .

2. SANCTIONED PLAN : The new building plan to be sanctioned or any subsequently modified on exceptional or necessary reasons or 'AS MADE' plan to be sanctioned by the Howrah Municipal Corporation.

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

1. That the Agreement shall be deemed to have commenced on and from the date of execution of this Agreement.
2. That with a view to developing the said land described in schedule hereunder written ("hereinafter referred to as the "said LAND / PROPERTY") the Owners hereby agree to entrust and handover vacant peaceful possession of the said LAND / PROPERTY from the date of execution of this Agreements and also handover necessary papers and documents such as title Deed, Porcha ,Tax Receipt , etc . in respect of the schedule property .
3. That the Owners hereby grant exclusive right to the Developer to build- up and / or for construction of a Multi storied building in accordance with the plan as per sanctioned by the Howrah Municipal Corporation.
4. That the First Schedule mentioned property will remain fully under charge and control of the Second Party/ Developer from the day of execution and this Agreement till the entire construction be completed ,and the Owners grant exclusive right and permission to the Developer for construction of a multi - storied building.
5. That the Developer shall be at liberty to negotiate and execute the Agreement for booking the Flat /Room /Shop with the intending purchasers by taking advance from them for selling of Developer's allocation of the proposed building in Course of construction with proportionate share of the same after satisfying the Owners and on which the said building will be

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constructed on such consideration and terms and conditions the Developer shall think fit and proper.

6. That for the purpose of development of the proposed Multi storied building over the First schedule mentioned property, the Developer is hereby authorized by the Owners to do the same at the costs and expenses of the Developer to do the following acts, deed and things:

(a) To have the said property properly measured, surveyed and checked-up by the Architect / Engineer and to make plan or plans of the proposed building through Architect / Engineer for securing maximum built-up area as admissible under the rules of the local authority

(b) To enter into all contracts, with Engineer, Architect Contractor consultant and any other person in connection with construction and to engage staff, masonry, labours, supervisor, overseers as may be necessary as the developer may think best fit and proper at its absolute discretion.

(C) To enter appear and represent before any authority on behalf of Owners for the purpose of proposed construction and the Owners shall execute Development Power of Attorney in favour of the Developer for the purpose of erecting multi-storied building by obtaining the Sanction and other permission as may be required from different Authority from time to time and transfer of saleable space in respect of the Developer's allocation and also following up the matter with the appropriate authority/authorities as the constituted attorney of the Owners.

7. That after execution of this Agreement, the Developer shall apply and Obtain the building plan which is to be sanctioned by the Howrah Municipal Corporation and the Owners shall sign and execute

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all necessary papers and documents in connection with the same and the Developer shall be responsible for construction of the building as per sanctioned plan and at the risk and cost of the Developer and the construction will be done with good and standard quality of materials.

8. That the Developer shall install and erect at its own cost as per specification and also as per drawing / plan provided by the Architect, pump, water storage tanks, overhead reservoirs, electrification electric connection from the C.E.S.C. of the entire building including flats, shops, units and common space, stairs, landing through wiring and other fittings.

9. The outside plastering and colouring of the building shall be done by the Developer at its cost, including the Owners Allotment / Allocations.

10. The entire project of construction shall be completed according to sanctioned plan within 24 months from the date of sanction of the building plan by the authority. It is to be noted that the time be extended for any natural calamity such as flood, earthquake, riot, war, tempest, civil commotion, general strike etc. beyond the control of the parties hereto.

11. The Owners shall pay the Taxes and ground rents up to date in respect of the property before entering into this Agreement with the Developer and thereafter the Developer shall pay and bear all Taxes and Revenues and other impositions and outgoings in respect of the First Schedule mentioned property accruing from the date of sanctioned plan for the new building proposed to be constructed till the handing over of possession of Owners' allocation to the Owners.

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and other prospective intending purchaser /s of the flat proposed to be constructed .

12. The Developer hereby undertakes to indemnify and indemnified the Owners always against any third party claim / s or demand and / or action arising out of any acts or actions caused and / or committed by the Developer in relation to or concerning with the construction of the proposed new building or the said property in any manner

13. The Developer hereby undertake to indemnify and indemnified the Owners always against any acts , suits, costs , proceedings and /or claims or demands that may arise from out of the Developer's acts and actions caused and / or committed by the Developer in relation to or concerning with the construction of the proposed new building and / or any defect therein in any manner .

14. That save and except the Owners' allocation as aforesaid including the roof / terrace hereinafter also referred to as the Owners' allocation and the Developer shall have every right to sell the entire Developer's allocation as shall be applicable thereto to any intending purchaser /s and / or purchaser / s at any consideration price. The developer shall not fix any Mobile Tower on the Top Roof of the multistoried building without the consent of the Owners herein.

15. That the Developer shall be exclusively entitled to its allocation in the building with right to transfer or otherwise deal with or dispose of the same and the Owners shall not in any way interfere or disturb the quiet and peaceful possession of the Developers' allocation.

16. That in so far as the necessary dealing with the Developer in respect of the proposed construction of the building and/ or for the sale and / or transfer of the proposed Flats / Units / Spaces / Shop

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Reasons concerning the Developer's allocation the same shall be in the name of the Developers, for which the Owners undertake to execute and register a General Power of Attorney in the form and manner required by the Developer provided however that the same shall not create any financial liabilities upon the Owners in any manner whatsoever.

17. The Owners shall have no objection if the Developer shall take project loan in respect of its allocation and the Developer shall have its own risk and responsibility to repay the loan in respect of its allocation as mentioned herein above. The Developer shall handover and / or delivery of possession of the above mentioned Owners' allocation excluding super built up area to the Owners in habitable condition as well as full satisfaction of the Owners.

THAT THE OWNERS HEREBY COVENANT DECLARE AND AGREE WITH THE DEVELOPER AS FOLLOWS

1. That the Owners are lawfully entitled to enter into this Agreement with the Developer to develop the said land and to construct Multi-storied Building thereon and the Owners have agreed to grant the exclusive right of Development of the said property to the Developers.

2. That the Owners hereby declare and confirm the First Schedule mentioned Land is free from all encumbrances attachment and liens whatsoever and there is no pending acquisition or requisition proceeding in respect of the said property, the Owners attached herewith a non-encumbrance certificate from the learned Advocate in respect of the schedule property.

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3. That the Owners have not agreed, committed or entered into Any Agreement for sale, lease or any other document of the Schedule property or any part thereof with any person or person other than this Developer herein and they have not created any mortgage charges or any other encumbrances to any bank or Financial Institutions of the Schedule property.

4. That the Owners shall always cooperate with the Developer regarding construction / development of proposed building up to the said property and to sign and execute all necessary papers or documents in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building in favour of the Developer or its nominee /s.

5. That the Owners hereby give undertake and covenants that in Course of the construction of the said propose building the Work shall not be interfered and obstructed in any way by the Owners / heirs.

6. That the Owners shall not do any act deed or thing whatsoever so that the Developer may be prevented from selling assigning or disposing of any part of the Developers' allocation of the proposed building or any work of construction.

7. That all costs, charges and expenses for construction of the proposed building/Flats including cost for sanctioning the building plan, Architects fees shall be paid and / or discharged by the Developer.

8. That the Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes of impositions in respect of The

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Developer's allocation which shall be the liability only of the Developer and the latter shall keep the Owners indemnified against all actions, suits, proceedings, costs charges and charges in respect thereof.

9. That the Owners shall deliver or cause to be delivered to the Developer against proper receipt of the original title Deeds, purchases, including L. R. purchases, Tax paid Receipts, etc. with regard to the First Schedule property at or before the time of execution of this Agreement.

10. That the Developer is hereby authorized by the Owners through this Agreement and the registered General power of Attorney which will be executed by the Owners in favour of Developer and it is hereby agreed by the Owners that he shall not be entitled to cancel and/or rescind the Power as well as these presents until and unless there will be clear discussion by and between the parties herein **AND** if the Owners hereto cancel the registered development power of attorney as well as these Presents without assigning proper reason, in that event the Owners shall pay actual expenses incurred by the Developer for developing the aforesaid property as would be ascertained or proper valuation.

11. That all costs, charges and expenses for construction of the proposed building/ flats including cost for sanctioning the building plan, Architects fees shall be paid and/or discharged by the Developer.

12. That the Developer shall have its own risk and responsibility to rehabilitate the existing tenants of the said holding at the cost and expenses of the Developer. In this regard the Owners shall have no responsibility regarding the rehabilitation of the tenants.

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THAT THE OWNERS AND THE DEVELOPER HEREBY COVENANT
DECLARE AND AGREE WITH THE DEVELOPER AS FOLLOWS :

1. That the Owners and the Developer hereby declare that they have entered into this Agreement purely as a contract and / or joint venture basis, so nothing contained herein shall be deemed to constitute as partnership between them in any manner :
2. That both the Owners and the Developer shall be entitled to deal with or dispose of their respective allocations and / or share in respect of the constructed Flats / Units / Spaces / Shop Room in the proposed new building proposed to be constructed in any manner they may think fit and proper without interfering or obstructing or objecting or causing any sort of embargo thereupon to each others action in that regard ;
3. That as soon as the Owners' allocation be completed, the Developer shall give information to the Owners and the Owners will take possession of their allocation as mentioned above, and subsequent thereto the Owners shall be responsible for payment of all proportionate rates and taxes , maintenance charges and expenses and / or such other outgoings in respect of their allocated portions proportionately and the Owners shall be the member of the Association after formation of the same.
4. That in case of death of any of the parties herein , the heirs and / or successors shall be bound by this Agreement and continued with the terms and covenants of this Agreement in place and stead of the deceased party /s .

Contd....

5. That the terms and conditions of this Agreement may be amended or modified or altered by mutual consent in writing by the parties hereto .

6. That if the Developer fulfill all the terms of the present agreement then the Owners shall not obstruct or withhold or in any way interfere with the construction of the said multi storied building or disposal of the land and/or building in the said property or any portion or portions thereof by the Developer, nor shall illegally make any dispute or cancel this Agreement by any means whatsoever. The Owners hereby authorizes the Developer to do, execute and perform all acts, deeds, matters, things for the purpose of or relating to the constructions of the said multi storied building in the said property. The Owners hereby further agrees to grant such Power of Attorney for the aforesaid purpose in favour of the Developer and hereby agrees that this Agreement as well as the Power of Attorneys granted in favour of the Developer shall remain in force so long as the entire Developers' allocation is not transferred and this Agreement will remain in force till the Developer fulfill its obligations arising out of this Agreement.

7. That save and except what are provided herein , the rights, interests and liabilities shall be governed by the law from time to time in force .

FIRST SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of Bastu Land measuring more or less 15 (Fifteen) Cottahs 10 (Ten) Chittaks 34 (Thirty Four) Square feet together with R.T. structure standing thereon measuring more or less 1320 Sq.ft., comprised with H.M.C. holding No. 8 (Old), Baksara Village Road and new 8/7, Baksara Village Road, P.S. Shibpur, District-Howrah, within H.M.C. Ward No. 41, together with all easements right annexed thereto, appertaining to L.R. Dag Nos. 126 and 127 under L.R. Khatian No. 397 and 396, within Mouza-Shibpur, J.L. No. 1, District-Howrah, within the jurisdiction of District Registrar at Howrah and Additional District Sub Registrar at Howrah, which is butted and bounded by :-

On the North : Drain thereafter Baksara Village Road.

On the South : Property of Sambhu Mukherjee and 8/4, 8/5,
Baksara Village Road.

On the East : H.M.C. Drain.

On the West : Drain thereafter Baksara Village Road.

SECOND SCHEDULE OF THE PROPERTY.**(Specification of construction)**

The construction to be made and equipment fittings and fixtures to be installed and provided in proposed building shall of standard quality and shall confirmed to relevant India Standards of specification and according to the plans and specifications of the Architect and shall include the follows:

1 **FOUNDATION :** The foundation has been designed as reinforced cement concrete foundation , the details of which shall be finalized by the architect based on computerized load designing programmed , and as per relevant I.S. stipulation .

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2. SUPER STRUCTURES : The super structure of the building has been designed as reinforced cement concrete framed structure with R.C.C. columns , beams and slabs based on computerized programmed and as per relevant I. S. stipulation.

3. WALLS : The external walls of the building shall be 8" inch thick brick wall and partition walls shall be 3" inch both to be bounded with proper cement mortar .

4. FINISHES : All internal surfaces shall be plastered with cement sand mortar and finished with plastered of Paris . All external walls shall be plastered with water proof cement sand mortar and shall be painted with cement paint of standard make such as snowmen , seacem , Barger , etc.

5. FLOOR & SKIRTING : All ceramic Tiles flooring and skirting in said the rooms , toilets , kitchens , sitting / dinner of flat including verandahs , staircase etc. The toilets floor and skirting 5' dado shall have ceramic tiles of standard make such as regency , Kazaria, Johnson, international etc. and kitchen counter shall be of marble stone slab . The shall have dado of 2' above , the counters including the sink area.

6. DOORS : All door frames shall be made of sal wood . door shutters shall be 25mm . Thick hot pressed phenel bounded flush door types or 12mm . Marine ply with wooden panel , hinges , tower bolts, collapsible Gate will be fixed in front in the main door . **AND WINDOWS** : all Windows will be aluminums Sliding and also made of good quality .

7. TOILET FITTINGS : There shall be concealed plumbing for one toilet, each bathroom shall have one European /Indian commode and one wash basin of standard make with 3 concealed stop cocks , 2 Bip - cocks , up to 5' High glazed tiles will be used .

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8. KITCHEN FITTINGS / FIXTURES : The kitchen shall have works counter with Marble stone slab top , sink , separate water arrangement for washing purposes.

9. ELECTRICALS : The electrical system shall consist of concealed with copper wiring with standard mark cables in walkathon conduits with earthing arrangement , switch board of sheet metal with proper covers fixed with chromium plated brass screws : piano type switches /plugh / sockets of Anchor or equivalent brand ; electric points , switch etc. Will be provided as per planning of vendors but on request purchaser more points against extra charges shall be provided .

2.WATER SUPPLY : There shall be deep tube well , one overhead reservoir with pump .

THIRD SCHEDULE OF THE PROPERTY

(Common Expenses)

1. All costs of maintenance , operating , replacing , white washing , painting, decorating , re-decoration re-building , lightening , the common portions in the new building including the outer walls.
2. The salary of all person employed for the common purposes including security personnel , sweepers , plumbers , electricians etc.
3. All charges and deposits for supplies of common utilities to co-Owners in common.
4. Panchayet tax , water tax and levies in respect of the premises and the new building save those separately assessed.
5. Cost of formation and operation of the Association.

Contd....

6. Cost of running , maintenance , repair and replacement of pump and other common installations including their license fees , taxes , and other levies if any .
7. Electricity charges for the electrical energy consumed for the operation of the common services .
8. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
9. All other expenses , taxes, rates and other levies etc . as are deemed by the Developer to be necessary or incidental or liable to be paid by the co-Owners is common including such accounts as the fixed for creating a fund for replacement , renovation , painting and / or repairing for the common portions.







FOURTH SCHEDULE OF THE PROERTY

(Common area)

1. Common paths , passages , drive ways and main entrance to the premises and the new building .
2. Boundary walls and main gate .
3. Drainage and sewerage and all pipes and other installations for the same .
4. Stair case, stair case landings and / or mid landings on all floors of the new building .
5. Lobbies of each floor of the new building including common portion of the roof .
6. Water pump , water pump room , water reservoir , water tank and all common plumbing installations (save only those as are exclusively with and for use of any unit) in and / or to and / or in respect of the new building.

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FORM FOR TEN FINGER IMPRESSION

Sl. No.	Picture & Signature of Executants	Little	Ring	Middle (Left hand)	Fore	Thumb
Asha Mittal						
		Thumb	Fore	Middle (Right hand)	Ring	Little
						
Signature of		Little	Ring	Middle (Left hand)	Fore	Thumb
Anish Mittal						
		Thumb	Fore	Middle (Right hand)	Ring	Little
						
Signature of		Little	Ring	Middle (Left hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right hand)	Ring	Little
						
NAA BHABATARIM REALTOR PVT LTD  Mg. Director		Little	Ring	Middle (Left hand)	Fore	Thumb

IN WITNESS WHEREOF the parties hereto put their respective hands and seals on this Agreement for Development on the day , month and year first above written .

SIGNED & DELIVERED

IN PRESENCE OF :

1. Raghunath Shakti Chatterjee
17/19, South Buxarrah Village
Road. Shibpur Howrah-10

2. Pratima Bera
VIVEKA NAGAR NAGAR COLONY
PO Podrah. P.S. Sahayra
Dist. Howrah. 71109

3. Ranjan Kumar Mishra
8/4, South Buxarrah V. Howrah.
P.O. Densh Sheikh Lane.
Howrah-71109

1. Asha Mitra.

2. Anindam Mitra

SIGNATURE OF THE LAND OWNERS

MAA BHABATARINI REALTOR PVT LTD.

Monojit Mondal
Mg. Director

SIGNATURE OF THE DEVELOPER

Drafted by me and prepared
in my Office .

Biswajit Chatterjee

(Biswajit Chatterjee)

Advocated.

Judges' court, Howrah.

Computerized by me

Jim Das

Jim Das

Howrah Judges' Court