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**DEVELOPMENT AGREEMENT**

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Allpore, South 24 Parganas
28 OCT 2014

1. Date : 27/10/2014
2. Place : Sonarpur, Kolkata
3. Parties: The "Owners" and "Developer" the particulars of whom are detailed below, are collectively the parties to this Agreement.
 - 3.1 Owners: (1) Sri Susanta Kumar Nandy, Son of Late Purna Chandra Nandy, aged about 61 years, having PAN No. ABSPN2037K, residing at Dakshin Kumrakhali, Green Park, P.O. Narendrapur, within P.S. Sonarpur, Kolkata-700 103, District: South 24 Parganas, (2) Sri Prem Lalwani, son of Sri Shyamdas Lalwani, aged about 49 years, having PAN No. ABUPL5750F, residing at 32, Mahamayatala Main Road, P.O. Garia, within P.S. Sonarpur, Kolkata - 700084, and (3) Sri Dheeraj Lalwani, Son of Sri Shyamdas Lalwani,

aged about 31 years, having PAN No. ABUPL5751E, 32, Mahamayatala Main Road, P.O. Garia, within P.S. Sonarpur, Kolkata – 700084, hereinafter called the “Owners” (which expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**

- 3.2 Developer: M/s Navyug Developer**, a Partnership Firm having its Office at 2235/778, Dakshin Kumrakhali, Green Park, P.O. Narendrapur, within P.S. Sonarpur, Kolkata-700 103, having PAN No. AAKFN7669J, represented by its Partners namely **(1) Sri Prem Lalwani**, Son of Sri Shyamdas Lalwani, by faith Hindu, by occupation Business, having PAN No. ABUPL5750F, and **(2) Sri Dheeraj Lalwani**, Son of Sri Shyamdas Lalwani, by faith Hindu, by occupation Business, having PAN No. ABUPL5751E, both of 32, Mahamayatala Main Road, P.O. Garia, within P.S. Sonarpur, Kolkata-700 084, hereinafter referred to as the “Developer” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) on the **OTHER PART**.

NOW THIS AGREEMENT WITNESSES, RECORDS, GOVERNS AND BINDS THE PARTIES AS FOLLOWS :-

4. SUBJECT MATTER OF AGREEMENT:

Development: Development and commercial exploitation of All that piece and parcel of land measuring more or less 27 Cottahs 9 Chittacks 14.80 Sq. Ft. in part of R.S. Dag Nos. 1405, 1415, 1416, 1417 and 1414 under R.S. Khatian Nos. 798, 802 and 1527 corresponding to L.R. Dag Nos. 1481, 1491, 1492, 1493, 1490 under L.R. Khatian Nos. 1415, 2932 and 2931 in Mouza Kumrakhali, J.L. No.48, within P.S. Sonarpur, District: South 24 Parganas, with tile shed cemented structure measuring 100 sq.ft. more or less, within the local limits of Rajpur Sonarpur Municipality Ward No.27 having Holding No.2068, Dakshin Kumrakhali, described in the **First Schedule** below (hereinafter referred to as the ‘said property’).

5. BACKGROUND AND REPRESENTATIONS:

- 5.1 Owners’ representations on Title:** The Owners have represented to the Developer that the owners herein are the joint owners in possession of the said property described in the First Schedule below and the detailed **chain of title** is described in the

Second Schedule below and the Owners have seized and possessed of the same by making payments of all out going rates and taxes and the said property is free from all encumbrances, claims and demands.

- 5.2 Absolute ownership:** The Owners have further represented that they have a clear marketable title to the said property which is not affected by any defect in the title of the said property and they have not entered into any agreement with any third party creating any right in the said property.
- 5.3 Background of the Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.4 Reliance on representations:** Relying on the representations of the Owners, the Developer has offered and agreed to develop and commercially exploit the said property by constructing G+4 storeyed building/s thereon (new building), after getting vacant possession of the same from the Owners in accordance with the building plan/plans to be sanctioned by the Rajpur Sonarpur Municipality.
- 5.5 Appointment and Commencement:** The Owners appoint and the Developer accepts the appointment as the Developer of the said property. Be it mentioned here that this agreement is being made afresh superseding the previous agreements between the parties and the payments already made by the Developer to the Owner No.1 have been adjusted by these presents.
- 5.6 Scope of Works :** The Developer shall :
- (a) **Sanction of Plans:** Have the building Plan/s of the proposed new buildings prepared, sanctioned and/or modified with the maximum available FAR at its own cost and effort and that has already been obtained by the Developer having Plan No.844/CB/27/80 dated 17/07/2014.
 - (b) **Construction of the New Building:** Construct the New building/s at its own cost and effort and deliver the Owners' Allocation (defined below) to the Owners, deal with the Developer's Allocation (defined below) in any manner the Developer decides. The Developer shall, however, have the right to enter into agreements for transfer and booking of the Developer's allocation (define below), prior to delivering possession of the Owners' allocation.
 - (c) **Commercial Exploitation:** Deal with the Developer's allocation at its free will for making commercial gain for which the Owners shall have no connection whatsoever in respect of any commercial interest, liability etc.
- 5.7 Commencement and Tenure:** This Agreement has come into force as from the date hereof and shall continue till completion of the project within the period mentioned herein below.

6 OWNERS' CONSIDERATION :

- 6.1 **Land shares:** Upon calculation of the respective shares of the Owners in the said property it is ascertained that the Owner No.1 is entitled to 75.45% land share, the Owner No.2 is entitled to 12.275% land share and the Owner No.3 is entitled to 12.275% land share and the Owners will apportion the flats and other spaces under Owners' Allocation in the proposed buildings in the above ratio.
- 6.2 **Share Allocation:** Upon completion of the project at the cost and effort of the Developer the Owners will get 41% (forty-one percent) of all units/flats/spaces of the new building/s including the Car Parking Spaces thereof (collectively called as '**Owners' Allocation**') which will be shared by the respective owners according to their land shares in the said property. On the other hand the Developer shall be entitled to the remaining 59% (fifty-nine percent) of all units/flats/spaces of the new building/s including the Car Parking Spaces (collectively '**Developer's allocation**').
- 6.3 **Adjustable advance:** The Developer shall pay the Owner No.1 Susanta Kumar Nandy on signing this agreement the total sum of Rs.20,00,000/- (Rupees Twenty Lakh) only as adjustable advance and the said total advanced amount will be adjusted at the rate of Rs.2751/- (Rupees Two Thousand Seven Hundred Fifty-one) only per square feet i.e. against 727 sq.ft. of built up areas of residential units/flats from the available areas of the Owner No.1 Susanta Kumar Nandy.
- 6.4 **Custody of original documents:** On signing this agreement the Owner No.1 will hand over the copies of title deeds, R.O.R.s and other title documents to the Developer. However, the said owner No.1 shall produce all the Original papers and documents of the said property before the concerned departments/office for all lawful purposes including sanction of Home Loan of the prospective flat purchasers.
- 6.5 **Choice of specified areas:** Out of the Owners' allocation 50% area will be at the choice of the Owners and the balance 50% area will be at the choice of the Developer. The parties have already decided their respective areas. The flats/units under Owner's Allocation are given in the **Third Schedule** and the flats/units under Developer's Allocation are given in the **Fourth Schedule**. The allotment of car parking spaces will be made later on by the developer.
- 6.6 **Construction of flats/units under Owners' allocation:** The flats under Owners' allocation shall be constructed, finished as per **specification** mentioned in the **Sixth schedule** below and delivered to the Owners in habitable condition in all respect at the cost and expenses of the Developer towards price of land share of the flats under Developer's Allocation.

6.7 Additional Allocation of Owners: Subject to the delivery the possession of the aforesaid covered and open area of the new building to the Owners, in case the Developer gets future sanction from the Municipality for using a portion of the open area of the premises in that event the same shall be constructed at the cost and expenses of the Developer and the Owners shall be entitled to the allocation 41% share of the said additional area.

6.8 Common Portions: It is clarified that the Owners' allocation also includes undivided proportionate share in the common areas, amenities and facilities made available in the new building which are more fully described in the **Fifth Schedule** below (collectively **common portions**).

7 DEVELOPER'S CONSIDERATION :

Developer's Allocation: After setting apart the Owners' allocation, the Developer shall be entitled to the remaining **59%** of built up areas of all units/flats/spaces of the new building/s including the Car Parking Spaces **plus 727 Sq. Ft. built up areas** of flats/units against adjustment of adjustable advance together with undivided, impartible and singly non-transferable proportionate share of land and common service areas amenities and facilities of the said property. The undivided impartible and singly non-transferable proportionate share in the land contained in the said property shall be conveyed by the Owners to the Developer and/or nominees/ transferees at its cost of the transferees in lieu of Owners' allocation and cash consideration as aforesaid.

8 Delivery of Possession of land: Within three months of signing of this agreement the Owner No.1 shall get demolished his old existing structures of the said property at his cost and effort and shall handover peaceful vacant khas possession of the said property to the Developer as licensee of the Owner for the purpose of construction of the proposed building and implementation of this agreement. The Developer shall have no claim over the sale proceeds of the debris and the same will be taken by the Owner No.1. Be it clarified that the Owner No.1 shall have no claim of alternative accommodation or any damages therefor.

9 POWER AND AUTHORITIES :

9.1 General Power of Attorney: The Owners shall grant to the Developer a registered General Power of Attorney for the purpose of obtaining sanction of the building plans and all other necessary permission from different authorities in connection with the construction of the new building. However, the Owner shall grant such further Power

of Attorney to the Developer enabling them at its own responsibility to enter into agreement for sale and/or to receive money from the intending purchasers of the flats and other spaces under the allocated area of the Developer.

- 9.2 Further Acts:** Notwithstanding grant of the aforesaid General Power of Attorney, the Owners hereby undertake that they will execute as and when necessary, all papers, documents, plans etc. for the purpose of development of the said property.
- 9.3 Indemnity by Developer:** The Developer agrees to indemnify and keep the Owners saved, harmless and indemnified in respect of exercise of all or any of the powers and authorities contained in the said General Power of Attorney.

10 SANCTION AND CONSTRUCTION:

- 10.1 Sanction of Building Plan:** The Developer has already obtained the building plan of the proposed new buildings sanctioned from the Rajpur Sonarpur Municipality vide **Plan No. 844/CB/27/80 dated 17/07/2014** at its costs and expenses.
- 10.2 Construction of the New Building:** The Developer shall at its own costs and without creating any financial or other liability on the Owners, construct, erect and complete the new building in accordance with the sanctioned plans as per the agreed **specifications**, mentioned in the **Sixth schedule** below and as may be recommended by the Architect from time to time. All cost, charges and expenses including Architect's fees shall be discharged and paid by the Developer and the Owners shall bear no responsibility in this context.
- 10.3 Construction Time:** The Developer shall construct, complete and finish the new building within a period of **30 (thirty) months** from the date of handing over vacant possession of land as mentioned above and force majeure as defined below. On circumstances beyond control of the Developer the time may be extended for **6 (six) months** without any financial obligation.
- 10.4 Quantification of areas and space allotments:** The total built up areas of the proposed new building has been quantified as 40,378.372 Sq.Ft. out of which the Owners entitlement is 41% i.e. 16,555.13 sq.ft. As per land share of the Owner No.1 (75.45%) he will get 12490.84 sq.ft less 727 sq.ft adjustable area i.e. 11,763.85 sq.ft. The Owner Nos. 2 and 3 will get 2032.145 sq.ft each as per their land share of 12.275% each. As per choice of allocation the Owner No.1 will get the flats/units as detailed in Item No. A of the 3rd Schedule, the Owner No.2 will get the flats/units as detailed in Item No. B of the 3rd Schedule and the Owner No.3 will get the flats/units as detailed in Item No. C of the 3rd Schedule. However, the Owner No.1 will pay the Developer Rs.20,682/- only on completion of project and before taking possession of his allotment towards price

of 7.518 sft. excess area. The Developer will be entitled to 23,823.239 sft. plus 727 sft. of the owner No.1 totalling 24,550 sft. in the proposed building. The flats/units under the Developer's allocation are detailed in the 4th Schedule below.

- 10.5 Utilities:** The Developer at its own costs install and erect in the new buildings, pump, water storage tank, overhead reservoir and other utilities and shall take sewerage connection and electric connection etc. in the new buildings.
- 10.6 Modification:** Any amendment or modification to the plans may be made or caused to be made by the Developer within the permissible limits of the Municipality Rules. Provided, however, no alternation or modification shall be made in the Owners' allocation without the consent of the Owners in writing.
- 10.7 No Obstruction:** The Owners shall not do any act, deed or thing whereby the Developer is obstructed or prevented from construction and completion of the new building.
- 10.8 Completion Certificate:** The Developer shall apply for completion certificate and obtain the same from Municipality prior to delivery of possession of flats and car park to the Owners under Owners' Allocation.

11 DEALINGS WITH UNITS IN THE NEW BUILDINGS:

- 11.1 Owners' Allocation:** The Owners shall be entitled to transfer or otherwise deal with the flats/unit under Owners' allocation mentioned in **Third Schedule** in any manner the Owners may deem fit and appropriate. However, any transfer of any part of the Owners' allocation shall be subject to the provisions of this agreement.
- 11.2 Developer's Allocation:** Subject to handing over the physical possession of the Owners' Allocation, the Developer shall be exclusively entitled to the flats/units under Developer's Allocation mention in **Fourth Schedule** with exclusive right to transfer or otherwise deal with the same without any right, claim or interest therein whatsoever of the Owners. The Owners shall not interfere with or disturb the quiet and peaceful possession of the Developer's allocation. It is however, understood that the dealings of the Developer with regard to the Developer's allocation shall be entirely at the risk and responsibility of the Developer and shall not in any manner fasten or create any financial liabilities and/or any other responsibilities or legal liability upon the Owner.
- 11.3 Transfer of Developer's Allocation:** In consideration of the Developer constructing and handing over possession of the Owners' allocation to the Owners, the Developer shall sale and transfer the flats/units under Developer's allocation to the Intending Purchasers on the basis of General Power of Attorney to be given by the Owners to

the Developer in such part or parts be required by the Developer and shall execute such number of Deeds of conveyance as may be required.

- 11.4 Cost of Transfer:** The costs of such conveyances including stamp duty and registration expenses and all other expenses incidental or related thereto shall be borne and paid by the respective Transferees.

12 MUNICIPAL TAXES AND OUTGOINGS:

- 12.1 Relating to period prior to Possession:** All rates, taxes and outgoings in respect of the said property relating to the period prior to the Owners delivering possession of the said property to the Developer shall be borne paid and discharged by the Developer.

- 12.2 Relating to period after Possession:** As from the date of handing over possession of the said property to the Developer, the Developer shall be liable for rates and taxes as also other outgoings of the said property till such time the possession of the Owners' allocation is handed over to the Owners. From the date of handing over possession of the Owners' allocation to the Owners, the Owners shall become liable and responsible for rates and taxes and other outgoings with regard to the Owners' allocation and the Developer and/or its transferees shall become liable and responsible for rates and taxes and other outgoings with regard to the Developer's allocation. After the possession of Owners' allocation to the Owner, both the Developer and the Owner shall be liable to pay the outgoings including electric bills, Municipal tax etc. for their respective allocation.

13 POSSESSION AND POST COMPLETION MAINTENANCE:

- 13.1 Notice of Completion:** As soon as the new building is completed (as certified by the Architect) Developer shall give a written notice to the Owners requiring the Owners to take possession of the Owners' allocation and the Owners shall take possession within 30 days and from the date thereafter, it will be considered as **deemed possession** by the Owners and all the outgoings in respect of Owners' allocation will be liability of the Owners from the date of said possession or deemed possession.

- 13.2 Possession Date and Rates:** On and from such date of taking physical possession or deemed possession (Possession Date), the Owners shall be exclusively responsible for payment of all rates, taxes and other outgoings and impositions whatsoever (collectively rates) payable in respect of the Owners' allocation only provided however when such rates are applicable to the whole of the premises/new building the same shall be paid by the Owners and developer or its transferees proportionately.

- 13.3 Punctual Payment and Mutual Indemnity:** The Owners and the Developer or its Transferees shall punctually and regularly pay the rates for their respective allocations to the concerned authorities and all parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequence upon a default by the other or others.
- 13.4 Maintenance:** The Developer shall form a representative body of the Owners and the Developer and its Transferees which shall be in charge of management of all the affairs of the new building, but till such time the Owners shall pay the common maintenance charges to the Developer on and from the Possession date. The Owners shall become members of the Association for the Owners' Allocation. After formation of the Association, the Developer shall no longer be responsible for maintenance of the new building.
- 13.5 Maintenance Charge:** For a period of six months from the Possession Date or till such time the Association is formed, whichever is earlier, the Developer shall manage and maintain the common portions of the new building, upon the Owners and the Transferees paying and bearing, forthwith on demand, to the Developer, the costs and service charge for such management and maintenance (Maintenance Charge). It is clarified that the maintenance charge shall include premium for the insurance of the new building and all operational charges for water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.
- 13.6 Failure to pay Maintenance Charge:** Should the Owners or any of the Transferees fail to pay the Maintenance Charge or any amount payable in respect of the Rates, within fifteen days of demand in this behalf, the Defaulter shall be liable to pay interest on the amount outstanding @ 18% (eighteen percent) per annum from the due date of payment till the payment is made and in addition, during the period of default, none of the common services shall be available to the defaulter.
- 14 COMMON RESTRICTIONS:**
- 14.1 Applicable to Both:** The Owners' Allocation and the Developer's Allocation in the new building shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the new building. Such restrictions shall be duly incorporated in the transfer deeds of the Owners' allocation

to third parties and the Developer's allocation to third parties (all such third parties collectively Transferees), which shall include the following clauses.

- 14.2 No Illegal Activity:** No Transferee/Occupant of the flats/ spaces in the new building (units) shall use or permit to be used their units or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building.
- 14.3 No Demolition:** No transferee/occupant of the new building shall demolish or permit demolition of any wall or other structure in their respective units or any portions, major or minor, without the written consent of the Association. However, internal modification within the unit without creating any effect on the structure of the new building or the common portions can be made by the respective Transferee/ Occupant subject to the compliance of all existing rules including the building rules of the concerned authority. No Transferee/Occupant of the new building shall alter the other elevation of any unit or the common portions without written permission of the Association, first had and obtained.
- 14.4 No transfer without Compliance:** Neither the Owner nor the Transferees shall transfer or permit transfer of their respective units or any portions thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the Association to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned unit.
- 14.5 Compliance with Rules:** The Owner and the Transferee/Occupant shall abide by all laws, bye laws, rules and regulations of the Government and local bodies and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye laws rules and regulations.
- 14.5 Interior Maintenance:** The Owner and the Transferee/Occupant shall keep the interior walls, sewers drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective units in good working condition and repair and in particular so as not to cause any damage to the new building or any other space or accommodation therein and shall keep the other occupiers of the new building indemnified from and against the consequences of any breach.
- 14.6 Validity of Insurance:** Neither the Owner nor the Transferee/ Occupants shall do or cause or permit to be done any act or thing which may render void and/or voidable any insurance of the new building or any part thereof and shall keep the other

Transferee/Occupant of the new building harmless and indemnified from and against the consequences of any breach.

14.7 No Obstruction of common Portions: Neither the Owner nor the Transferee/Occupant shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the new building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the new building.

14.8 Cleanliness: Neither the Owner nor the Transferees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new building or in the compound, corridors or any other portion or portions of the new building.

14.9 Rights of Entry: For the purpose of enforcing the common restrictions and ancillary purpose and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any common portions and/or for any purpose of similar nature, the Owner and the Developer shall permit each other, with or without workmen, at all reasonable times, to enter into and upon the Owners' allocation and the Developer's Allocation and every part thereof.

15 OWNERS' OBLIGATION:

15.1 No Obstruction in Dealing with Developer's Allocation: The Owner covenants not to do any act, deed or thing whereby the Developer may be prevented from selling and/or disposing of any part or portion of the Developer's Allocation.

15.2 No Obstruction in Construction: The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Building.

15.3 No Dealing with Premises: The Owners hereby covenant not to let out, grant lease, mortgage and/or charge the premises or any portions thereof without the consent in writing of the Developer, save the Owners' Allocation.

15.4 Making out Marketable Title: The Owners hereby covenant to make out a marketable title to the Premises to the satisfaction of the Developer, by answering requisitions and supplying papers.

16 DEVELOPER'S OBLIGATION:

16.1 Time of Completion: The Developer hereby agrees and covenants with the Owners to complete the construction of the New Building within the period as mentioned in clause 10.3 above subject to force majeure as defined in Clause 21.1 below.

- 16.2 Compensation:** Should the Developer fails/neglects to complete the construction within the stipulated period 36 months as mentioned in clause 10.3 above for any other reason, it shall be liable pay damages/ compensation to the Owners @ Rs.75,000/- (Rupees Seventy-five Thousand) only per month.
- 16.3 No Assignment:** The Developer shall not transfer and/or assign the benefits of this Agreement or any portion thereof, without the consent in writing of the Owners.
- 16.4 Statutory Obligation:** All persons employed by the Developer for compliance of its obligations hereunder will be deemed to be employees of the Developer who shall be solely responsible for their emoluments and other statutory obligations and the Developer hereby agrees to keep the Owner indemnified in this regard.
- 16.5 No Violation of Law:** The Developer hereby agrees and covenant with the Owners not to violate or contravene any of the provisions of the rules applicable to construction of the New Building.
- 16.6 No Obstruction in Dealing with Owners' Allocation:** The Developer covenant not to do any act, deed or thing whereby the Owner may be prevented from selling and/or disposing of any part of portion of the Owners' allocation.
- 16.7 Parting with Possession after Delivery of possession of the Owners' Allocation:** The Developer hereby agree and covenant with the Owner not to part with possession of the Developer's Allocation or any part or portion thereof until possession of the Owners' provided. However, this will not prevent the Developer from entering into any agreement for sale or transfer or to deal with the Developer's Allocation.
- 16.8 Developer's Liability regarding Conveyance and Mutation:** In case the Transferees of the Units of the Developer's Allocation fail to have registered deed of conveyance in their name or have mutated their name in the records of Municipality, in that case the Owners will have no liability for those units in respect of any kind tax/s payable to Municipality and other authorities.
- 16.9 Re-delivery of title deeds:** On completion of the project and on sale of the flats/units under the Developer's allocation of the Intending Purchasers the Developer will hand-over the original title deeds and all other original papers and documents to the owners or the Secretary of the Flat owners' association.
- 17 OWNERS' INDEMNITY:**
- 17.1 Title:** Subject to whatever is mentioned in this Agreement, the Owners shall always be responsible for giving good and marketable title to the Developer and the Transferees and the Owners hereby indemnify and agree to keep indemnified the Developer and the Transferees in this regard.

- 17.2 Developer's Allocation:** The Owners hereby undertake that the Developer shall always be entitled to the Developer's Allocation and shall enjoy the same without any interference or disturbances by the Owners and to this effect the Owners hereby indemnify and agree to keep indemnified the Developer.

18 DEVELOPER'S INDEMNITY:

- 18.1 Third Party Claims:** The Developer hereby undertakes to keep the Owners indemnified against all third party claims, actions, suits, costs and proceedings arising out of any act of omission or commission on the part of the Developer in relation to the construction of the new building and/or for any defect therein or development of the premises.
- 18.2 Powers and Authorities:** The Developer hereby undertakes to the Owners to keep the Owners indemnified and harmless from and against any claims, actions, suits, costs and proceedings arising out of any sort of steps taken by the Developer on behalf of the Owner on the strength of powers and authorities given to the Developer by the Owner.

19 MISCELLANEOUS:

- 19.1 No Partnership:** The Owners and the Developer have entered into this Agreement purely as a contract on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the parties in any manner nor shall the parties constitute an Association of persons.
- 19.2 Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the new building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for such purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer. Provided that all such acts, deeds, matters and things do not in any way infringe, on the rights of the Owners and/or go against the spirit of this Agreement.
- 19.3 Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

- 19.4 Taxation:** The Owners shall not be liable for any Income Tax, Wealth Tax, Service Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly, the Developer shall not be liable for any income tax, wealth tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 19.5 Name of New Building:** The name of the building will be RAJESWARI APARTMENTS and none of the parties herein or their assigns or flat owners will change the same.
- 19.6 No demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the premises or any part thereof to the Developer by the Owners or as creating any right, title or interest therein in favour of the Developer except to develop the premises in terms of this agreement provided however the Developer shall be entitled to borrow money from any bank or banks without creating any financial liability on the Owners or effecting the estate and interest in the premises and it is being expressly agreed and understood that in no event either the Owners or the Owners' Allocation or any of their estate shall be responsible and/or made liable for payment of any dues to such Bank or Banks and for that purpose the Developer shall keep the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses.
- 19.7 Fees and Duties:** All duties and fees payable at whatever stage pertaining to this Agreement shall be paid by the Developer.
- 20. DEFAULTS:** Subject to Force Majeure reasons in the event the Developer fails and/or neglects construction complete and finish the New Building within the stipulated period as mentioned above, the Owners shall be entitled to enforce Clause 16.2 of this Agreement or at her discretion take any other alternative steps provided in the Agreement.
- 21. FORCE MAJEURE:**
- 21.1 Meaning of:** Force majeure shall mean an event or effect that cannot be reasonably anticipated or controlled (Force Majeure).
- 21.2 No Liability:** The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the

existence of Force Majeure and the performance of such obligations shall be suspended during the duration of Force Majeure.

22. **COUNTERPARTS:** This Agreement is being executed simultaneously in counterparts, each of which shall be deemed to be an original and both of which shall constitute on instrument and agreement between the parties. However, in case of registration of the agreement the Developer will hold custody of the original agreement and the owners may act on certified copies thereof.
23. **AMENDMENT MODIFICATIONS:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the parties and expressly referring to the relevant provision of this Agreement.
24. **GOVERNING LAWS:** The Parties shall abide by the laws of India and all applicable local laws with respect to the subject matter of this agreement, to ensure that there is no contravention. If there is any contravention, either party may, by written notice, call upon the other to ensure compliance with requirements as per applicable laws. Any penalties levied by the Government, State of Central, Municipal Body, etc. as a result of non compliance by either party, will be borne by the defaulting party.
25. **MODE OF SERVICE OF NOTICE:** Any notice, consent, approval, demand, waiver or communication required or permitted hereunder shall be in writing and shall be deemed given/effective if delivered to the person personally, at the time of delivery or if sent by registered mail, with postage and registration fees thereon prepaid, on the 5th business day following delivery of such notice to the postal service or by express courier, on the 3rd business day following delivery of such notice to express courier, addressed as follows, unless any change in address is communicated in writing by the either party to the other.
26. **JURISDICTION:** In connection with any legal proceedings in respect of this Agreement or the property, the District Judge, Alipore or its Sub Ordinate Court shall have jurisdiction to receive, entertain, try and determine all suits and proceedings.
27. **RULES OF INTERPRETATION:**

- 27.1 Headings:** Headings have been inserted to various places merely for convenience of reference and are not intended to impact the interpretation or meaning of any clause.
- 27.2 Definitions:** In this Agreement, the words put in brackets and in bold prints define the word, phrase or expression immediately proceeding.

28 ARBITRATION

- 28.1** All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability save and except those specifically defined herein, shall be referred to the arbitration of Mr. Satyabrata Chakraborty, Advocate, of Judges' Court Alipore, Kolkata – 700 027 residing at G-319A, Baghajatin, Kolkata – 700 086 or any person nominated by him and the same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act, 1996 or any statutory modification or new enactment thereof.
- 28.2** The parties hereto shall not commence any legal proceedings or to have any Receiver appointed in the 'said property' or the said 'new building' unless the same is first referred to Arbitration and the Arbitrator has given his award.

FIRST SCHEDULE

(The plot of land)

All that piece and parcel of homestead land admeasuring more or less **27 Cottahs 9 Chittacks 14.80 Sq. Ft.** i.e. 2 Cottah 3 Chittack 4.8 Sq. Ft. in R.S. Dag No.1405; 6 Cottah 12 Chittack 15 Sq. Ft. in R.S. Dag No.1414; 9 Cottah 1 Chittack 9 Sq. Ft. in R.S. Dag No.1415; 7 Cottah 1 Chittack 39 Sq. Ft. in R.S. Dag No.1416 and 2 Cottah 6 Chittack 37 Sq. Ft. in R.S. Dag No.1417, under R.S. Khatian Nos. 798, 802 and 1527 corresponding to L.R. Dag Nos. 1481, 1491, 1492, 1493, 1490 under L.R. Khatian Nos. 1415, 2932 and 2931 in Mouza Kumrakhali, J.L. No.48, within P.S. Sonarpur, District: South 24 Parganas, with tile shed cemented structure measuring 100 sq.ft. more or less, within the local limits of Rajpur Sonarpur Municipality Ward No.27 having **Holding No.2068, Dakshin Kumrakhali**, and butted and bounded as follows:

On the North: St. John Bosco School and land in part of Dag Nos.1404 and 1405;

On the South: Land in part of R.S. Dag Nos.1416, 1414 and 1412;

On the East: Land in part of R.S. Dag Nos.1408;

On the West: 25 feet wide road.

SECOND SCHEDULE

(The Chain of title)

1. Sri Prasanta Kumar Nandy, son of Late Purna Chandra Nandy, Sri Susanta Kumar Nandy, the Owner No.1 herein and Namita Roy Chowdhury, since deceased, were the joint owners of the land measuring 844 (Eight hundred seventy eight) Sataks more or less in various Dags of Mouza – Kumrakhali, J.L. No. 48, Police Station: Sonarpur, District: 24 Parganas (South), having undivided share of $\frac{1}{4}^{\text{th}}$, $\frac{1}{2}$ and $\frac{1}{4}^{\text{th}}$ respectively and they were in joint possession of the said land.
2. The said land had been mutually partitioned by and between them by the registered Deed of Partition, written in Bengali, executed on 21st July, 1978, by said Sri Susanta Kumar Nandy, mentioned as the First Part therein and the Owner No.1 herein, Sri Prasanta Kumar Nandy, mentioned as the Second Part therein and said Namita Roy Chowdhury, mentioned as the Third Part therein, wherein it had been agreed and settled mutually that the land measuring 436 (Four hundred thirty-six) Sataks more or less in the different Dags including 11 (Eleven) Sataks in R.S. Dag No. 1416, under R.S. Khatian No. 802 and 6 (six) Sataks in R.S. Dag No. 1416, under R.S. Khatian No. 798, totalling 17 (Seventeen) Sataks brick filed land out of 51 (Fifty-one) Sataks, 8 (Eight) Sataks more or less in the eastern side of 23 (Twenty-three) Sataks brick field in R.S. Dag No. 1405, under R.S. Khatian No. 798, 6 (six) Sataks more or less in R.S. Dag No. 1417, under R.S. Khatian No. 1527, 7 (seven) Sataks land in the Eastern side of the brick field land measuring 14 (Fourteen) Sataks more or less in the portion of R.S. Dag No. 1418, under R.S. Khatian No. 1527 and 15 (Fifteen) Sataks bastu land in R.S. Dag No. 1415, under R.S. Khatian No. 1527 had been allotted to said Sri Susanta Kumar Nandy, the owner herein and the land measuring 220 (Two hundred twenty) Sataks more or less, in the different Dags including 14 (Fourteen) Sataks brick field land of the 51 (Fifty-one) Sataks in the portion of R.S. Dag No. 1416, under R.S. Khatian No. 802 and 15 (Fifteen) Sataks bastu land both under R.S. Khatian No. 802 had been allotted to said Sri Prasanta Kumar Nandy and land measuring 218 (Two hundred eighteen) Sataks more or less in the different Dags including 20 (Twenty) Sataks brick field land of the 51 (fifty-one) Sataks in the portion of R.S. Dag No. 1416, under R.S. Khatian No. 798 and 7 (Seven) Sataks brick field land of the 14 (Fourteen) Sataks in the portion of R.S. Dag No. 1418, under R.S. Khatian No. 1527 had been allotted to said Namita Roy Chowdhury, since deceased, which had been registered on 21st July, 1978, in the Office of the District Sub Registrar at Alipore, District : 24 Parganas (South), recorded in Book No. I, Volume No. 169, at Pages 127 to 137, Being No. 4287 for the year 1978.

3. Said Sri Susanta Kumar Nandy and his said brother and sister used to posses and enjoy the land in the different Dags as per their respective portions as per terms of the said Deed of Partition.
4. The names of the said Susanta Kumar Nandy, the Owner No.1 herein, said Prasanta Kumar Nandy and said Namita Roy Chowdhury, since deceased, had been recorded in the operation of land reforms settlement of the State of West Bengal in respect of their respective land as being L.R. Khatian Nos. 1415, 821 and 672 respectively and the Record of Rights had been finally published by the State of West Bengal in their respective names and said R.S. Dag Nos. 1405, 1416, 1417 and 1418 had been renumbered as being L.R. Dag Nos. 1481, 1492, 1493 and 1494 respectively in the said L.R. Settlement.
5. One demarcated and separated plot of land measuring 11 (Eleven) Chittacks 23 (Twenty-three) Square Feet more or less in the portion of R.S. Dag No. 1416, under R.S. Khatian No. 802, L.R. Dag No. 1492, under L.R. Khatian No. 821, of the 14 (Fourteen) Sataks land, allotted to said Sri Prasanta Kumar Nandy as per terms of the said Deed of Partition dated 21st July, 1978 had been gifted by said Sri Prasanta Kumar Nandy to his youngest brother said Sri Susanta Kumar Nandy, the Owner No.1 herein, by virtue of a registered Deed of Gift written in Bengali, executed on 27th November, 2008; executed by said Sri Prasanta Kumar Nandy, mentioned as the Donor therein, in favour of said Sri Susanta Kumar Nandy, the Donee therein and the Owner No.1 herein, which had been registered on 27th November, 2008 in the Office of the Additional District Sub Registrar, Sonarpur, District : 24 Parganas (South), recorded in Book No. I, C.D. Volume No. 43 at Pages 1438 to 1457, Being No. 11582, for the year 2008.
6. During peaceful enjoyment over the allotted land by virtue of the said Deed of Partition dated 21st July, 1978, by said Namita Chowdhury, she died intestate on 10th October, 1996, leaving behind her surviving her husband Manindra Roy Chowdhury, since deceased, only son Sri Kalyan Roy Chowdhury and only daughter Smt. Mousumi Talukdar (Roy Chowdhury), as her legal heirs and successors to inherit the entire estate including the said land of Mouza Kumrakhali, left by her according to Hindu School of Law, having undivided 1/3rd share each, subsequently said Manindra Kumar Roy Chowdhury died intestate on 29th November, 1998 leaving behind him surviving his said son and daughter, as his legal heirs and successors.
7. After the death of said Namita Roy Chowdhury and Manindra Nath Roy Chowdhury, their said son and daughter namely, Sri Kalyan Roy Chowdhury and Smt. Mousumi

Talukdar (Roy Chowdhury) became the joint owners of the property left by their deceased mother Namita Roy Chowdhury, having undivided $\frac{1}{2}$ share each.

8. During peaceful enjoyment over the undivided $\frac{1}{2}$ share of land in R.S. Dag Nos. 1416 and 1418, left by her deceased mother Namita Roy Chowdhury by said Mousumi Talukdar (Roy Chowdhury), she gifted the same to her brother Sri Kalyan Roy Chowdhury, by one registered Deed of Gift executed on 28th April, 2003 and registered on 5th May, 2003, registered in the Office of the Additional District Sub-Registrar at Sonarpur, District: 24 Parganas (South), recorded in Book No. I, Volume No. 68, at Pages 291 to 298, Being No. 3873, for the year 2003.
9. Said Sri Kalyan Roy Chowdhury became the sole and absolute owner of the said 20 (Twenty) Sataks brick field land in R.S. Dag No. 1416 and said 7 (Seven) Sataks brick field land in R.S. Dag No. 1418 including other properties, left by his deceased mother Namita Roy Chowdhury and he sold and transferred one demarcated and separated plot of land 4 (Four) Chittacks 2(Two) Square Feet more or less in the portion of R.S. Dag No. 1418, under R.S. Khatian No. 1527 and L.R. Dag No. 1494, under L.R. Khatian No. 672 of Mouza : Kumrakhali, to Sri Susanta Kumar Nandy, the owner herein, by one registered Deed of Sale written in Bengali executed on 26th February, 2010 and registered on 26th February, 2010, registered in the Office of the Additional District Sub- Registrar at Sonarpur, District : 24 Parganas (South), recorded in Book No. I, C.D. Volume No. 7, at Pages 1321 to 1334, Being No. 02281, for the year 2010.
10. Said Sri Susanta Kumar Nandy, the owner No.1 herein, said Sri Prasanta Kumar Nandy and said Sri Kalyan Roy Chowdhury were the joint owners of the land measuring 28 (Twenty-eight) Cottahs 11 (Eleven) Chittacks 12 (Twelve) Square Feet more or less in R.S. Dag No. 1416 and L.R. Dag No. 1492 of the said Mouza Kumrakhali jointly and they were jointly possessing and enjoying said land as per their undivided respective share.
11. Said Sri Susanta Kumar Nandy, the owner No.1 herein, Sri Prasanta Kumar Nandy and Sri Kalyan Roy Chowdhury amicably partitioned the said land measuring 28 (Twenty-eight) Cottahs 11(Eleven) Chittacks 12 (Twelve) Square Feet more or less after deducting the land measuring 5 (Five) Cottahs 5 (Five) Chittacks 9 (Nine) Square Feet for the common road to be used the them and remaining land measuring 23 (TwentyOthree) Cottahs 6 (Six) Chittacks 3 (Three) Square Feet more or less had been demarcated and separated portion to them respectively by one registered Deed of Partition written in Bengali executed on 26th February, 2010 and registered on 26th February, 2010 wherein demarcated portion of land measuring 10 (Ten) Cottahs 5 (Five) Chittacks 15 (Fifteen) Square Feet more or less together with right of common enjoyment and possession of the 25' wide Road running from Sonarpur Station Road

in the portion of R.S. Dag No. 1416, L.R. Dag No. 1492 had been allotted to said Sri Susanta Kumar Nandy, the owner herein, which had been morefully described and written in SCHEDULE – "KHA" thereunder and marked and identified as LOT – "A" and the said land had been delineated with the "RED" border line in the MAP or PLAN annexed thereto being the part of this said Deed of Partition, which had been registered in the Office of the Additional District Sub-Registrar at Sonarpur, District : 24 Parganas (South), recorded in Book No. I, C.D. Volume No. 7, at Pages 1100 to 1115, Being No. 2291, for the year 2010.

12. The name of said Sri Susanta Kumar Nandy had been mutated and recorded in the Office of the Rajpur-Sonarpur Municipality in respect of the said brick field land measuring 10 (Ten) Cottahs 5 (Five) Chittacks 15 (fifteen) Square Feet more or less equivalent to 17 (Seventeen) Sataks in the portion of R.S. Dag No. 1416 L.R. Dag No. 1492, bastu land measuring 8 (Eight) Sataks more or less in the portion of R.S. Dag No. 1405, L.R. Dag No. 1481, brick field land measuring 14 (Fourteen) Sataks more or less in R.S. Dag No. 1417, L.R. Dag No. 1493 and land measuring 3 (Three) Cottahs 9 (Nine) Chittacks 35 (Thirty-five) Square Feet more or less in the portion of R.S. Dag No. 1418, L.R. Dag No. 1494, totalling 46 (Forty-six) Sataks more or less and other land in other Dags and after said mutation, it had been known, numbered and distinguished as being Municipal Holding No. 178, under Municipal Ward No. 27, in his name and he used to pay the Municipal Taxes in the said Municipal Office in respect of the said property at the said Municipal Holding being the sole and absolute owner thereof.
13. The said R.S. Dag Nos. 1416, 1417 and 1418 and L.R. Dag Nos. 1492 and 1494 respectively had been recorded as brick field land in the Record of Rights in the Revisional Settlement, and Land Reform Settlement, but the preparing or making of the bricks had been stopped in the said land in the said Dags since a very long time and it was lying as bare land, subsequently the said brick field land measuring 10 (Ten) Sataks in R.S. Dag No. 1416 and L.R. Dag No. 1492 had been converted into bastu land vide Memo No. 41/1619/con/BL-SNP/10 dated 19th August, 2010 passed by the B.L. & L.R.O. of the Sonarpur in favour of Sri Susanta Kumar Nandy, the owner herein, said brick field land measuring 7 (Seven) Sataks in R.S. Dag No. 1416 and L.R. Dag No. 1492 had been converted into bastu land vide Memo No. 41/1628/con/BL-SNP/10 dated 24th August, 2010 passed by the B.L. & L.R.O. of the Sonarpur in favour of Sri Susanta Kumar Nandy, the owner herein, said brick field land measuring 4 (Four) Sataks in R.S. Dag No. 1417 and L.R. Dag No. 1493 had been converted into bastu land vide Memo No. 41/1610/con/BL-SNP/10 dated 17th August, 2010 passed by the B.L. & L.R.O. of the Sonarpur in favour of Sri Susanta Kumar Nandy, the owner No.1 herein, said brick field

land measuring 7 (Seven) Satak in R.S. Dag No. 1418 and L.R. Dag No. 1494 had been converted into bastu land vide Memo No. 41/1645/con/BL-SNP/10 dated 26th August, 2010 passed by the B.L. & L.R.O. of the Sonarpur in favour of Sri Susanta Kumar Nandy, the owner herein.

14. The Owner No.1 herein has been possessing and enjoying the demarcated and separated plot of land measuring 7 (Seven) Cottahs 1 (one) Chittack 39 (Thirty-nine) Square Feet more or less out of said land measuring 10 (Ten) Cottahs 5 (Five) Chittacks 15 (Fifteen) Square Feet more or less in the portion of R.S. Dag No. 1416, L.R. Dag No. 1492, under R.S. Khatian Nos. 802 and 798 and L.R. Khatian No. 1415 of Mouza Kumrakhali, J.L. No. 48, within the limits of the Rajpur-Sonarpur Municipality, Ward No. 27 in the portion of the Municipal Holding No. 178, Police Station-Sonarpur, Kolkata-700103, District: 24 Parganas (South).
15. The owner No.1 herein also has been possessing and enjoying the bastu land measuring 8 (Eight) Cottahs 1 (one) Chittack 2 (Two) Square Feet more or less in the R.S. Dag No. 1415, under R.S. Khatian No. 1527, L.R. Dag No. 1491, under L.R. Khatian No. 1415 of Mouza Kumrakhali, J.L. No. 48, within the limits of the Rajpur-Sonarpur Municipality, Municipal Ward No. 27, at being the portion of the Municipal Holding No. 178, Police Station – Sonarpur, Kolkata-700103, District: 24 Parganas (South), which is on the eastern side of the said land measuring 7 (Seven) Cottahs 1 (one) Chittack 39 (Thirty-nine) Square Feet in R.S. Dag No. 1416.
16. The Owner No.1 herein is the sole and absolute owner of the land measuring 7 (Seven) Cottahs 1 (one) Chittack 39 (Thirty-nine) Square Feet more or less in the portion of R.S. Dag No. 1416, under R.S. Khatian Nos. 802 and 798, L.R. Dag No. 1492, under L.R. Khatian No. 1415, land measuring 9 (nine) Cottahs 1 (One) Chittack 9 (Nine) Square Feet more or less in the portion of R.S. Dag No. 1415, under R.S. Khatian No. 1527, L.R. Dag No. 1491, under L.R. Khatian No. 1415, land measuring 2 (Two) Cottahs 6 (Six) Chittacks 37 (thirty-seven) Square Feet more or less in the portion of R.S. Dag No. 1417, under R.S. Khatian No. 1527, L.R. Dag No. 1493, under L.R. Khatian No. 1415 and land measuring 2 (Two) Cottahs 3 (Three) Chittacks 4.80 Square Feet more or less in the Southern portion of the R.S. Dag No. 1405, under R.S. Khatian No. 798, L.R. Dag No. 1481, under L.R. Khatian No. 1415, totalling land measuring 20 (Twenty) Cottahs 12 (Twelve) Chittacks 44.80 Square Feet more or less of Mouza –Kumrakhali, J.L. No. 48, at being portion of Municipal Holding No. 178, Municipal Ward No. 27, within the limits of the Rajpur Sonarpur Municipality, Police Station – Sonarpur, Kolkata-700103, District : 24 Parganas (South) and he is possessing and enjoying the same as the lawful owner thereof, out of the total land described in the FIRST SCHEDULE hereunder and

the said plot of land has duly been mutated in his name as a separate Holding being Holding No.2068, Dakshin Kumrakhali within Ward No.27 of the Rajpur Sonarpur Municipality.

17. By virtue of the registered Deed of Conveyance dated 29.09.2011 registered in the office of ADSR Sonarpur South 24 Parganas and entered in Book No.I, CD Volume No.26, Pages from 2550 to 2568 being No.11187 for the year 2011, the Owner Nos.2 and 3, therein the Purchasers, duly purchased all that the demarcated plot of bastu land measuring 6 Cottahs 12 Chittacks 15 Sq. Ft. out of the 15 decimals in part of R.S. Dag No.1414 (L.R. Dag No.1490) under R.S. Khanda Khatian No. 1527 coming from Khatian No.578, corresponding to L.R. Khatian No.1169/1, in Mouza Kumrakhali, J.L. No.48, within P.S. & ADSR Sonarpur, District South 24 Parganas, against valuable consideration from the then owners Smt. Kananbala Mondal and others.
18. That to rectify one typing mistake regarding Khatian Number mentioned in the said Deed of Conveyance dated 29.09.2011 the Owner Nos. 2 and 3 had to make one registered Deed of Declaration on 17.11.2011 and that has duly been registered in the office of ADSR Sonarpur and entered in Book No. IV, CD Volume No.4, Pages from 3339 to 3346 being No.02339 for the year 2011.
19. That the aforesaid purchased land of the Owner No. 2 & 3 in R.S. Dag No.1414 has been recorded in the office of the B.L.& L.R. in L.R. Dag No.1490 under L.R. Khatian No.2931 and 2932 in their names and being Holding No.1915, Dakshin Kumrakhali, within Ward No.27 of the Rajpur Sonarpur Municipality.
20. That for the purpose of amalgamation of the aforesaid plots of land the Owners executed and registered two deeds of conveyance on 27.01.2012 in the office of ADSR Sonarpur being Deed Nos. I/892 of 2012 and I/894 of 2012, transferring small portion of undivided share from their respective plots to other owners and accordingly the entire plot of land has been amalgamated and got mutated and recorded as a single Holding being **Holding No.2068, Dakshin Kumrakhali**, within Ward No.27 of the Rajpur Sonarpur Municipality.

THE THIRD SCHEDULE (Owners' Allocation)

- A. The Owner No.1 Mr. S. K. Nandy will get the following flats/units:

Flat No.	Built up area	Flat No.	Built up area
A-2	1054.183 sft.	C-4	771.52 sft.
D-4	610.103 sft.	E-4	1116.226 sft.
F-2	1176.343 sft.	F-3	1176.343 sft.

G-3	1012.225 sft.	H-3	1225.922 sft.
H-4	1225.922 sft.	J-1	1201.499 sft.
J-4	1201.449 sft.	Total	11771.368 sft.

B. The Owner No.2 Mr. P. Lalwani will get the following flats/units:

Flat No.	Built up area	Flat No.	Built up area
C-3	771.52 sft.	H-2	1225.922 sft.
		Total	1997.44 sft.

C. The Owner No.3 Mr. D. Lalwani will get the following flats/units:

Flat No.	Built up area	Flat No.	Built up area
B-2	881.56 sft.	E-3	1116.226 sft.
		Total	1997.78 sft.

FOURTH SCHEDULE
(Developer's Allocation)

The Developer will get the following flats/units:

Flat No.	Built up area	Flat No.	Built up area
A-1	1054.183 sft.	A-3	1054.183 sft.
A-4	1054.183 sft.	B-1	881.56 sft.
B-3	881.56 sft.	B-4	881.56 sft.
C-1	771.52 sft.	C-2	771.52 sft.
D-1	610.103 sft.	D-2	610.103 sft.
D-3	610.103 sft.	E-1	1116.226 sft.
E-2	1116.226 sft.	F-1	1176.343 sft.
F-4	1176.343 sft.	G-1	1012.225 sft.
G-2	1012.225 sft.	G-4	1012.225 sft.
H-1	1225.922 sft.	I-1	1045.012 sft.
I-2	1045.012 sft.	I-3	1045.012 sft.
I-4	1045.012 sft.	J-2	1201.499 sft.
J-3	1201.499 sft.	Total	24611.676 sft.

FIFTH SCHEDULE

(Common portions)

1. Areas:

- a. Entrance and exists to the Premises and the New Building.
- b. Boundary walls and main gate of the Premises.
- c. Staircase, stair head room and lobbies on all the floors.
- d. Vertical Shaft.
- e. Entrance lobby, electric/utility room, water pump room.
- f. Common installations on the roof.
- g. Common lavatory.
- h. Lifts, lift wells, lift machine rooms.
- i. Side space, passage of the said property/building.
- j. Generator Room, Electric Meter Room, Caretaker's Room and all other areas and spaces provided for common utilities.

2. Water supply, Plumbing and Drainage:

- a. Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any unit and/or exclusively for its use).
- b. Water supply system.
- c. Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any unit/or exclusively for its use).

3. Electric Installation:

- a. Electrical wiring and other fittings excluding only those as are installed within the exclusively any unit and/or exclusively for its use).
- b. Lighting of the common portions.
- c. Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.

4. Others: Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the units in common by the Co-owner.

THE SIXTH SCHEDULE
(SPECIFICATION OF WORK)

Construction to be made and equipments, fittings and fixtures to be installed and provided in the building shall be standard quality and according to the plans and advice of the architect and including the following:-

Structure	R.C.C framed Structure
Walls	Conventional
Wall Finish	Interior: POP/putty finish Exterior: Snowcem paint
Flooring	
Bed room	Marble cut pieces/Vitrified tiles
Living/Dining	Marble cut pieces/tiles
Kitchen	Counter marble top, kitchen Dado-ceramic tiles (2 ft above counter)
Toilet	Ceramic tiles and Dado upto ft.
Ground flr lobby	Mosaic
Stairs	Mosaic
Door-Window	
Door frame	Sal wood duly seasoned & treated with good quality shutters
Window	Aluminium
Electrical	Adequate numbers of light, fan, T.V. Telephone and plug points in bed rooms, living/dining room, geyser points in toilet
Switches	Electric switches of standard make, concealed copper wiring of FR grade of ISI made
Sanitary Plumbing:	CP fittings and Ceramic fittings of reputed companies in Kitchen & Toilets.
Elevator/lift:	High speed Elevator of reputed make.
Generator:	DG set of reputed make.

In witness whereof the parties hereto have hereunto set and subscribed their respective hands on the day month and year first above written.

Signed and delivered by
the Owners in presence of :-

Dilip Konde
S/o-Late Narendrabhai Konde
138 Greenpark Bldg - Narendrabhai
KOL - 700103

Susanta Kumar Mondy

Prem Lalwani

Dheeraj Lalwani

OWNERS

Signed and delivered by
the Developer in presence of :-

Sujan K Lalwani
S/o Lt. Tharomal Lalwani
32 Mahamayatala main Road
KOL - 700084

M/s. NAVYUG DEVELOPER

Prem Lalwani
PARTNER

DEVELOPER

M/s. NAVYUG DEVELOPER

Dheeraj Lalwani
PARTNER

MEMO OF CONSIDERATION

Received from the Developer the total sum of Rs.20,00,000/- (Rupees Twenty Lakh) only towards Adjustable advance by the Owner No.1 Susanta Kumar Nandy in the following manner:

Cheque No.	Dated	Bank	Amount
697302	20/10/14	SBI, Narendraapur	5,00,000/-
697306	22/10/14	- do -	5,00,000/-
697307	24/10/14	- do -	5,00,000/-
697308	27/10/14	- do -	5,00,000/-
			<u>20,00,000/-</u>

Susanta Kumar Nandy

Susanta Kumar Nandy

Witnesses:

1. *Adip Kundu*

2. *Shyam Das Lalwani*

Prepared in my office

Satyabrata Chakraborty

Satyabrata Chakraborty
Advocate









G-319A, Baghajatin,
Kolkata - 700086
WB/936/1989

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the D.S.R. - IV SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 08271 / 2014, Deed No. (Book - I , 07964/2014)

Signature of the Presentant


Name of the Presentant	Photo	Finger Print	Signature with date
Susanta Kumar Nandy Dakshin Kumrakhali Green Park, Thana:-Sonarpur, P.O. :-Narendrapur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700103	 28/10/2014	 LTI 28/10/2014	<i>Susanta Kumar Nandy</i> 28/10/2014

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Susanta Kumar Nandy Address -Dakshin Kumrakhali Green Park, Thana:-Sonarpur, P.O. :-Narendrapur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700103	Self	 28/10/2014	 LTI 28/10/2014	<i>Susanta Kumar Nandy</i>
2	Prem Lalwani Address -32 Mahamayatala Main Rd, Thana:-Sonarpur, P.O. :-Garia, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084	Self	 28/10/2014	 LTI 28/10/2014	<i>Prem Lalwani</i>
3	Dheeraj Lalwani Address -32 Mahamayatala Main Rd, Thana:-Sonarpur, P.O. :-Garia, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084	Self	 28/10/2014	 LTI 28/10/2014	<i>Dheeraj Lalwani</i>
4	Prem Lalwani Address -32 Mahamayatala Main Rd, Thana:-Sonarpur, P.O. :-Garia, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084	Self	 28/10/2014	 LTI 28/10/2014	<i>Prem Lalwani</i>



Tridip Misra
REGISTRAR-IV
Office of the D.S.R. - IV SOUTH 24-PARGANAS

		Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Photo 	Left Hand					
	Right Hand					

Name : Sri Susanta Kumar Nandy

Signature : *Susanta Kumar Nandy*

Photo 	Left Hand					
	Right Hand					

Name : Sri Prem Lalwani

Signature : *Prem Lalwani*

Photo 	Left Hand					
	Right Hand					

Name : Sri Dheeraj Lalwani

Signature : *Dheeraj Lalwani*



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 07964 of 2014
(Serial No. 08271 of 2014 and Query No. 1604L000016780 of 2014)

On 28/10/2014

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 Draft

Rs. 22035/- is paid , by the draft number 409723, Draft Date 27/10/2014, Bank Name State Bank of India, NARENDRAPUR, received on 28/10/2014

(Under Article : B = 21989/- ,E = 14/- ,H = 28/- ,M(b) = 4/- on 28/10/2014)

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.-1,66,90,246/-

Certified that the required stamp duty of this document is Rs.- 40011 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 39911/- is paid , by the draft number 409724, Draft Date 27/10/2014, Bank : State Bank of India, NARENDRAPUR, received on 28/10/2014

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

Presented for registration at 11.03 hrs on :28/10/2014, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Susanta Kumar Nandy , one of the Executants.

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

Execution is admitted on 28/10/2014 by

1. Susanta Kumar Nandy, son of Late Purna Ch Nandy , Dakshin Kumrakhali Green Park, Thana:-Sonarpur, P.O. :-Narendrapur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700103, By Caste Hindu, By Profession : Others
2. Prem Lalwani, son of Shyamdas Lalwani , 32 Mahamayatala Main Rd, Thana:-Sonarpur, P.O. :-Garia, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Others
3. Dheeraj Lalwani, son of Shyamdas Lalwani , 32 Mahamayatala Main Rd, Thana:-Sonarpur, P.O. :-Garia, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Others



(Tridip Misra)

DISTRICT SUB-REGISTRAR-IV

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the D.S.R. - IV SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 07964 of 2014
(Serial No. 08271 of 2014 and Query No. 1604L000016780 of 2014)

4. Prem Lalwani
Developer/partner, M/s Navyug Developer, 2235/778 Dakshin Kumrakhali Green Park,
Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700103.
, By Profession : Business
5. Dheeraj Lalwani
Developer/partner, M/s Navyug Developer, 2235/778 Dakshin Kumrakhali Green Park,
Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700103. .
, By Profession : Business
- Identified By Rupak Palta, son of Mohan Palta, Naskarhat Dakshin Para, District:-South
24-Parganas, WEST BENGAL, India, Pin :-700039, By Caste: Hindu, By Profession: Law Clerk.



(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV



(Tridip Misra)
DISTRICT SUB-REGISTRAR-IV
EndorsementPage 2 of 2

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the D.S.R. - IV SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 08271 / 2014, Deed No. (Book - I , 07964/2014)

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
5	Dheeraj Lalwani Address -32 Mahamayatala Main Rd, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084	Self		 LTI	<i>Dheeraj Lalwani</i>
			28/10/2014	28/10/2014	

Name of Identifier of above Person(s)

Rupak Palta
Naskarhat Dakshin Para, District:-South 24-Parganas,
WEST BENGAL, India, Pin :-700039

Signature of Identifier with Date

Rupak Palta
28/10/14



(Tridip Misra)

DISTRICT SUB-REGISTRAR-IV

Office of the D.S.R. - IV SOUTH 24-PARGANAS