

12/99/2014

12336/14

भारतीय गैर न्यायिक

पचास
रुपये
रु. 50FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

P 874214

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT OF AGREEMENT made this the 29th day of September, 2014 **BETWEEN** 1) **Sri Bimal Roy** (PAN AELPR6341A) 2) **Sri Kamal Roy** (PAN AFOPR1004G) 3) **Sri Shankar Roy** (PAN AFGPR0693F) 4) **Sri Shibu Roy** (Form PAN No. 60) represented by his constituted Attorney Sri Shankar Roy all son of late Dinesh Roy all are by Nationality Indian, by faith Hindu, by occupation business and all residing at Preeti Nagar Road, P. O. Payradanga, District Nadia, hereinafter called the **"OWNERS"** (which term or expression shall unless 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.**

Bandropadhyay and five daughters 1) Pratima Chatterjee, 2) Anima Chakraborty, 3) Madhuri Ray, 4) Shefali Mukherjee

Bandropadhyay and five daughters 1) Pratima Chatterjee, 2) Anima Chakraborty, 3) Madhuri Ray, 4) Shefali Mukherjee and 5) Gita Roychowdhury his heirs, warriors and successors in interest of the said property possessed by him.

166283.

No.
Name : Sankar K. Samanta, Adv.

Address : 7, Red Cross Place,

Kolkata-1
Rs. 50/-
Kolkata Collectorate,
11, Netaji Subhas Rd
Kolkata-1

Date 27 SEP 2014

27 SEP 2014

Identified by me :
Sankar Kumar Samanta
Advocate
7, Red Cross Place
Kolkata - 700001



Advocate

7, Red Cross Place, 2nd Floor,

Kolkata 700001

Government of West Bengal
Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
Office of the A.R.A. - II KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 12199 / 2014, Deed No. (Book - I , 12336/2014)

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Gobinda Malakar 4, Khalishakota Pally, Thana: Dum Dum, P.O. Rajbari Colony, District: North 24-Parganas, WEST BENGAL, India, Pin 700081	 29/09/2014	 LTI 29/09/2014	<i>Gobinda Malakar</i> 29/9/14

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Bimal Roy Address -Preeti Nagar Road, P.O. :-Payradanga, District:-Nadia, WEST BENGAL, India	Self	 29/09/2014	 LTI 29/09/2014	<i>Bimal Roy</i>
2	Kamal Roy Address -Preeti Nagar Road, P.O. :-Payradanga, District:-Nadia, WEST BENGAL, India	Self	 29/09/2014	 LTI 29/09/2014	<i>Kamal Roy</i>
3	Shankar Roy Address -Preeti Nagar Road, P.O. :-Payradanga, District:-Nadia, WEST BENGAL, India	Self and as Attorney	 29/09/2014	 LTI 29/09/2014	<i>Shankar Roy</i>
4	Gobinda Malakar Address -4, Khalishakota Pally, Thana:-Dum Dum, P.O. :-Rajbari Colony, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700081	Self	 29/09/2014	 LTI 29/09/2014	<i>Gobinda Malakar</i>



29/09/2014

(Signature)
 29/09/2014

(Dulal chandra Saha)
 ADDL. REGISTRAR OF ASSURANCES-II
 Office of the A.R.A. - II KOLKATA

Bandropadhyay and five daughters 1) Pratima Chatterjee, 2) Anima Chakraborty, 3) Madhuri Ray, 4) Shefali Mukherjee and 5) Gita Roychowdhury his heirs, warriors and successors in interest of the said property possessed by him.



Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 12336 of 2014
(Serial No. 12199 of 2014 and Query No. 1902L000029348 of 2014)

On 29/09/2014

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 : 5, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 1194.00/-, on 29/09/2014

(Under Article : B = 1089/- ,E = 21/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/- on 29/09/2014)

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.-75,00,000/-

Certified that the required stamp duty of this document is Rs.- 10021 /- and the Stamp duty paid as:
Impressive Rs.- 50/-

Deficit stamp duty

Deficit stamp duty Rs. 10000/- is paid , by the draft number 553356, Draft Date 29/09/2014, Bank :
State Bank of India, CALCUTTA MAIN BRANCH, received on 29/09/2014

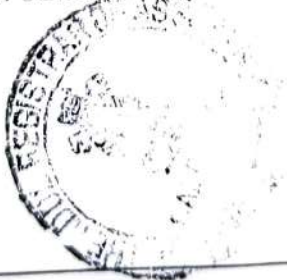
Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 13.00 hrs on :29/09/2014, at the Office of the A.R.A. - II KOLKATA by Sri
Gobinda Malakar , one of the Claimants.

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

Execution is admitted on 29/09/2014 by

1. Bimal Roy, son of Late Dinesh Roy , Preeti Nagar Road, P.O. :-Payradanga, District:-Nadia, WEST BENGAL, India, By Caste Hindu, By Profession : Business
2. Sri Kamal Roy, son of Late Dinesh Roy , Preeti Nagar Road, P.O. :-Payradanga, District:-Nadia, WEST BENGAL, India, By Caste Hindu, By Profession : Business
3. Sri Shankar Roy, son of Late Dinesh Roy , Preeti Nagar Road, P.O. :-Payradanga, District:-Nadia, WEST BENGAL, India, By Caste Hindu, By Profession : Business
4. Sri Gobinda Malakar
Partner, M/s Sefali Construction, 354, K K Pally No 4, Kol, Thana:-Dum Dum, P.O. :-Rajbari Colony,
District:-North 24-Parganas, WEST BENGAL, India, Pin :-700081.
By Profession : Business



9 SEP 2014

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ADDL. REGISTRAR OF ASSURANCES-II
EndorsementPage 1 of 2

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Bandropadhyay and five daughters 1) Pratima Chatterjee, 2) Anima Chakraborty, 3) Madhuri Ray, 4) Shefali Mukherjee and 5) Gita Roychowdhury his heirs, warriors and successors in interest of the said property possessed by him.



Government Of West Bengal
Office Of the A.R.A. - II KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 12336 of 2014
(Serial No. 12199 of 2014 and Query No. 1902L000029348 of 2014)

5. Sri Ram Chandra Malakar
 Partner, M/s Sefali Construction, 354, K K Pally No 4, Kol, Thana:-Dum Dum, P.O. :-Rajbari Colony,
 District :-North 24-Parganas, WEST BENGAL, India, Pin :-700081.
 By Profession : Business
 6. Nikhil Malakar
 Partner, M/s Sefali Construction, 354, K K Pally No 4, Kol, Thana:-Dum Dum, P.O. :-Rajbari Colony,
 District :-North 24-Parganas, WEST BENGAL, India, Pin :-700081.
 By Profession : Business
 7. Smt Arati Malakar
 Partner, M/s Sefali Construction, 354, K K Pally No 4, Kol, Thana:-Dum Dum, P.O. :-Rajbari Colony,
 District:-North 24-Parganas, WEST BENGAL, India, Pin :-700081.
 By Profession : Business
 8. Durga Rani Malakar
 Partner, M/s Sefali Construction, 354, K K Pally No 4, Kol, Thana:-Dum Dum, P.O. :-Rajbari Colony,
 District:-North 24-Parganas, WEST BENGAL, India, Pin :-700081.
 By Profession : Business
 9. Smt Swapna Malakar
 Partner, M/s Sefali Construction, 354, K K Pally No 4, Kol, Thana:-Dum Dum, P.O. :-Rajbari Colony,
 District:-North 24-Parganas, WEST BENGAL, India, Pin :-700081.
 By Profession : Business
- Identified By Sankar Kumar Samanta, son of - , 7, Red Cross Place, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Advocate.

Executed by Attorney

Execution by

1. Sri Shankar Roy, son of Late Dinesh Roy , Preeti Nagar Road, P.O. :-Payradanga, District:-Nadia, WEST BENGAL, India By Caste Hindu By Profession: Business,as the constituted attorney of Shibu Roy is admitted by him.
- Identified By Sankar Kumar Samanta, son of - , 7, Red Cross Place, Kol, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Advocate.

(Dulal chandra Saha)
 ADDL. REGISTRAR OF ASSURANCES-II



(Signature)

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 ADDL. REGISTRAR OF ASSURANCES-II

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Bandropadhyay and five daughters 1) Pratima Chatterjee, 2) Anima Chakraborty, 3) Madhuri Ray, 4) Shefali Mukherjee and 5) Gita Roychowdhury his heirs, warriors and successors in interest of the said property possessed by him.

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AND

M/S SEFALI CONSTRUCTION having its office at holding no. 354, K. K. Pally No. 4, Post Office Rajbari Colony, P. S. Dum Dum, Kolkata- 700081, represented by its partners **1) SRI GOBINDA MALAKAR**, son of Late Anil Kumar Malakar, an Indian by faith Hindu, by occupation Business, Form no 60 residing at 4, Khalishakota Pally, Post Office Rajbari Colony, Police Station Dum Dum, Kolkata- 700081, **2) SRI RAM CHANDRA MALAKAR**, son of late Anil Kumar Malakar, an Indian by faith Hindu, by occupation business, PAN AELPM1097E residing at 4, Khalishakota Pally, Post Office Rajbari Colony, Police Station Dum Dum, Kolkata- 700081, **3) SRI NIKHIL MALAKAR** son of late Anil Kumar Malakar, an Indian by faith Hindu, by occupation business, PAN AEUPM8384B residing at 4, Khalishakota Pally, Post Office Rajbari Colony, Police Station Dum Dum, Kolkata- 700081, **4) SMT. ARATI MALAKAR**, wife of Sri Gobinda Malakar an Indian by faith Hindu, by occupation business, PAN APIPM6146C residing at 4, Khalishakota Pally, Post Office Rajbari Colony, Police Station Dum Dum, Kolkata- 700081, **5) SMT. DURGA RANI MALAKAR** wife of Sri Ram Chandra Malakar an Indian by faith Hindu, by occupation business, PAN AKXPM4571H residing at 4, Khalishakota Pally, Post Office Rajbari Colony, Police Station Dum Dum, Kolkata- 700081, **6) SMT. SWAPNA MALAKAR** wife of Sri Nikhil Malakar, an Indian by faith Hindu, by occupation business, PAN AKXPM4572E residing at 4, Khalishakota Pally, Post Office Rajbari Colony, Police Station Dum Dum, Kolkata- 700081, hereinafter called the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS one Sourendra Mohan Bandropadhyay was the absolute owner in respect of the piece and parcel of land measuring 76 Satak within R. S. Dag No. 1906, Khatian No. 1436 and land measuring 46 Satak within R. S. Dag No. 1907, Khatian No. 1428, both situated within Touzi No. 173, Revenue Survey No. 148, J. L. No. 10, Mouza Sultanpur, P. S. Dum Dum, A. D. S. R., Cossipore Dum Dum, District 24 Parganas at present North 24 Parganas.

AND WHEREAS while in possession of said land Sourendra Mohan Bandropadhyay died leaving behind his last will date 11. 04. 1970 leaving behind his Seven sons 1) Sanat Kumar Bandropadhyay, 2) Prabhat Kumar Bandropadhyay, 3) Subodh Kumar Bandropadhyay, 4) Samir Kumar Bandropadhyay, 5) Sunit Kumar Bandropadhyay, 6) Sushil Kumar Bandropadhyay, 7) Sudhir Kumar Bandropadhyay and five daughters 1) Pratima Chatterjee, 2) Anima Chakraborty, 3) Madhuri Ray, 4) Shefali Mukherjee and 5) Gita Roychowdhury his heirs, warriors and successors in interest of the said property possessed by him.



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AND WHEREAS the said will was duly probated on 24. 05. 1975 from the District Delegate at Alipore being probate case No. 19/1/132, in the said Will beneficiaries are all the seven sons.

AND WHEREAS in terms of the said Will and the probate granted by the Court, the said seven sons seized and possessed of the said property and enjoyed the said property in equal share.

AND WHEREAS while seized and possessed of the said property as absolute owner thereof the said Seven sons sell, transfer and conveyed said 76 Satak of land to Gobinda Lal Chakraborty sons of late Haralal Chakraborty and said 46 Satak of land to Smt. Milan Chakraborty wife of Sri Gobindalal Chakraborty both of New Barakpore, Bhattacharya Para, P. S. Khardaha, District North 24 Parganas, by strength of two separate Registered Deed of Conveyances registered and recorded the office of joint Sub- Registrar at Cossipore Dum Dum, District the then 24 Parganas and recorded in Book No. 1, Volume No. 122, pages 259 to 272 being No 2525 for the year 1982 and in Book No. I, Volume No. 122, pages 247 to 258, being No. 2524 for the year 1982 respectively.

AND WHEREAS while seized and possessed of the said property as absolute owner there of the said Gobinda Lal Chakraborty and Milan Chakraborty mutated their names in the record of the Competent Authority.

AND WHEREAS after purchase the aforesaid plot of land as owner Gobinda Lal Chakraborty and Milan Chakraborty decided to sell, transfer and conveyed 7 Cottahs 8 Chittaks from the Dag No. 1907 Khatian No 1428 marked as plot 'D' P. S. Dum Dum, District North 24 Parganas by virtue of registered deed of Conveyance dated 18th June, 2002 registered and recorded in the office of ADSR Cossipore Dum Dum, District North 24 Parganas and recorded in Book No. 1, Volume No. 181, pages 297 to 304; being No. 7587 for the year 2002 sold, conveyed and Transferred to , 1) Sri Bimal Roy 2) Sri Kamal Roy 3) Sri Shankar Roy, 4) Sri Shibu Roy and Suren Roy all son of late Dinesh Roy all residing at Preeti Nagar Road, P.O. Payradanga, District Nadia, the said piece and parcel of land measurement the area 7 Cottahs 8 Chittaks a little more or less situated within Mouza Sultanpur Dag No. 1907, Khatian No. 1428, situated within J. L. No 10, P. S. Dum Dum, Kolkata 700081, North 24 Parganas at present the under North Dum Dum Municipality, Ward No 19.

AND WHEREAS after purchased the said scheduled land the owner herein thus seized and possessed the said property without any interference and enjoyed unfettered, right, title and interest thereto and free from all charges, encumbrances of the said land mutated their name in the record of the North Dum Dum Municipality as well as office of the collector at present North 24 Parganas and paying Taxes to the Authorities concerned.

AND WHEREAS after purchase the said property one of the purchaser Suren Roy died unmarried and intestate leaving his

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mother, Usha Roy as his legal heirs and Usha Roy become the joint owner, of the property.

Gobinda Malakar
AND WHEREAS while seized and possessed of the said property as joint owner thereof the said Usha Roy gift, transfer and conveyed her proportionate share of said land said to her son Kamal Roy ~~Gobinda Lal Chakraborty~~ son of late ~~Haralal Chakraborty~~ *Dinesh Roy* by strength of Registered Deed of gift registered and recorded, the office of District Sub- Registrar 1 North 24 Parganas and recorded in Book No. 1, Volume No. 7, pages 1537 to 1547 being No 1215 for the year 2014.

AND WHEREAS in this manner aforesaid Vendors became the joint and absolute owner, occupiers, is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the vacant land containing by estimation an area about 7 cottahs 8 chittaks be the same a little more or less being premises Holding No 371 & 372, K. K. Pally No 4, Ward No.28 at present ward No 19 under the North Dum Dum Municipality, District North 24 Parganas more fully and particularly mentioned and described in the schedule "A" hereunder written and hereinafter for the sake of brevity referred to as the "said property".

AND WHEREAS before the Developer approached by the Owners with a proposal for constructions of a multi storied apartment building which will be sanctioned by the North-Dum Dum Municipality on the said vacant property according to modern taste design and architecture at their own cost and on the basis of the discussions by and between the parties the owners are agrees to enter into the agreement with this developer under the terms and conditions as stipulated hereunder below.

NOW THIS MEMORANDUM OF AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

1. **OWNER: shall mean** 1) Sri Bimal Roy 2) Sri Kamal Roy 3) Sri Shankar Roy and 4) Sri Shibu Roy represented by his constituted Attorney Sri Shankar Roy all son of late Dinesh Roy all are by Nationality Indian, by faith Hindu, by occupation business all residing at preeti Nagar Road, P. O. Payradanga, District Nadia.

DEVELOPER: Shall mean M/S. SEFALI CONSTRUCTION having its office at Holding No. 354, K. K. Pally No. 4, Post Office- Rajbari Colony, P.S. Dum Dum, Kolkata 700081, represented by its Partners 1) **SRI GOBINDA MALAKAR**, 2) **SRI RAM CHANDRA MALAKAR**, 3) **SRI NIKHIL MALAKAR** all son of late Anil Kumar Malakar, all Indian, by faith Hindu, by occupation Business, residing at 4, Khalishakota Pally, Post Office Rajbari Colony, Police Station Dum Dum, Kolkata- 700081, 4) **SMT. ARATI MALAKAR**, wife of Sri Gobinda Malakar 5) **SMT. DURGA RANI MALAKAR** wife of Sri Ram Chandra Malakar 6) **SMT. SWAPNA MALAKAR** wife of Sri Nikhil Malakar all 4, 5, and 6 are Indian by faith Hindu, by occupation Business, residing at 4, Khalishakota Pally, Post Office Rajbari Colony, Police Station Dum Dum, Kolkata- 700081,



2. **The said Property:** **ALL THAT** piece and parcel of Bastu (Vacant) land, measuring about 7 cottahs 8 chittaks a little more or less at village Sultanpur; J. L. No. 10, R.S. No. 148, under Touzi No. 173, comprising R. S. Dag No. 1907, appertaining to R. S. Khatia No 1428, under P. S. Dum Dum, Sub- Registry office Cossipore Dum Dum, within the ambit of North Dum Dum Municipality, being the Holding No. , K. K. Pally No. 4, being Ward No. 28 at present 19, District: North 24 Parganas, Kolkata-700081.

3. **BUILDING:** Shall mean include the multistoried building which will be sanctioned by the North Dum Dum Municipality to be constructed at the premises, Holding No.371 & 372, K. K. Pally No. 4, P. S.- Dum Dum, Mouza- Sultanpur, Kolkata- 700081 mentioned in earlier paragraphs.

4. **COMMON FACILITIES:** Shall mean and include side space, back space, front space, underground and overhead water reservoir, corridors, stairs, ways, drive ways, roof right common lavatory if it provided by the developer, lift, fire fighting equipment water pump and water facilities which will be provided by the developer in the new building.

5. **SALEABLE SPACE:** Shall mean the space in the new building available for independent use and occupation by the developer after making due provision for common facilities and space required thereof.

6. **OWNER'S ALLOCATION:** On completion of the entire building the Owner shall be entitled to get 45% of sanction FAR out of the 100% sanctioned FAR duly constructed area of the proposed building. The owner's aforesaid allocation shall be shown and demarcated in a Xerox copy of the plan after getting same sanctioned from the North Dum Dum municipality upon mutual discussion. The owner's allocation is morefully described in the schedule "B" hereunder below.

7. **DEVELOPER'S ALLOCATION:** Shall mean after deduction of above mentioned owner's allocation the remaining 55%part of sanction F. A. R. out of 100% sanctioned FAR the new building, including entire roof rights and if the concern authority now North Dum Dum Municipality allow to alteration and modification of the plan and there if any construction area increase the same will be got by the develop including the proportionate share of the land and also together with the proportionate share of common facilities as aforesaid and together with the common right of the roof of the new building and absolute right of the part of the developer to deal with allocation with the prospective buyer/buyers and intending transferee/ transferees, lease or in any way deal with the same and the owner shall do or take necessary steps for the said deal. However, there shall be no liability and responsibility of the owners in case of any deviation and /or modification of the sanction plan.



8. **THE ARCHITECT:** Shall mean such person or persons with requisite qualification who will be appointed by the Developer for designing and planning of the new building.

9. **BUILDING PLAN:** Will mean such plan to be prepared by the developer and the same shall be duly approved by the owner and shall be sanctioned from the North Dum Dum Municipality and the sanction fees of said Municipality will be paid by the developer.

10. **TRANSFER:** With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what understood as a transfer of space in multi storied building purchase thereof although the same may not amount to a transfer in law without causing in any manner in convenience or disturbance to the owner.

11. **TRANSFeree:** Shall mean a person, firm, Limited company, association of persons etc. to whom any space in the building, will be transferred.

12. **TIME:** Shall mean the construction shall be completed positively within 36 months from the date of this Agreement or from the date of getting peaceful vacant khas possession of the said property which ever will be the later.

13. **WORDS:** Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice- versa and similarly words importing neutral gender shall include masculine and feminine genders.

COMMENCEMENT

The agreement shall be deemed to have commenced with effect from date of execution of this agreement *on getting peaceful vacant possession of said property which ever will be the later.*

OWNER'S REPRESENTATION

1. The joint owner absolutely seized and absolutely and possessed of and or otherwise well and sufficiently entitled to the said property.
2. None other than the owner have any claim, right, title and/or demand over and in respect of the said property and/or any portion thereof.
3. There is no excess vacant land at the said property within the meaning of the Urban land (ceiling and regulation) Act, 1976.

DEVELOPER'S RIGHT

1. The owner herein grant, subject to what has been hereunder provided exclusive right to the developer to build upon and to exploit commercially the said property and shall be able to construct the new building thereon in accordance with the plan to be sanctioned by the North Dum Dum Municipality with or without any amendment and/or modification thereto made or cause to be made by the parties hereto.
2. All application, plans and other papers and documents as may be required by the developer for the purpose of obtaining necessary



sanction from the appropriate authorities shall be prepared and submitted by the developer on behalf of the owner at the costs and expenses of the developer, and the developer shall pay charges and bear all fees including architects fees required to be paid or deposited for exploitation of the said property provided, however that the developer shall be exclusively entitled to all refund or any or all payments and/or deposit by the developer. After obtaining sanction plan from the appropriate authority of the proposed building on the said property showing flats to be allotted to the owner and Developer in accordance with this agreement will be signed by both the parties.

3. Nothing in these presents shall be constructed as a demise or assignment or conveyance in law by the owner of the said property or any part thereof to the developer or as creating any right, title or interest in respect of the developer other than an exclusive right and interest and to deal with their allocation in the new building in the manner herein after stated.
4. The Developer may amalgamate the said property with the adjacent plot or plots for the purpose of joint Development but the owners allocation of sanction FAR duly constructed should not be changed and owners shall get their allocation from the portion of the owners property only.

5. It at any time before the completion of the building it appears that the said property or any portion thereof is effected by any scheme of alignment of the North Dum Dum Municipality , KMDA or any Authority or is notified to be acquired requisition by the Government of Developer found the said property not being free from encumbrances or other to detect as regards title etc. the owner shall refund the costs if any to this Agreement and searches and investigation of title when the proposed deal shall stand cancelled.

CONSIDERATION

1. In consideration of the owner received a sum of Rs. 1,00,000/- (Rupees One Lac) only as interest free refundable security money and having agreed to permit the developer to commercially exploit the said property and to construct, erect and build a new building in accordance with the plan to be sanctioned by the North Dum Dum Municipality in the name of the joint owners and in accordance with the specification and materials description.

- A. On completion of the entire building the owner shall be entitled to get 45% of sanction F. A. R. out of the 100% sanctioned FAR duly constructed area of the proposed building. The owner's aforesaid allocation shall be shown and demarcated in a Xerox copy of the plan after getting same sanctioned from the North Dum Dum Municipality. The owner's allocation is morefully described in the schedule "B" hereunder below and the specification fittings fixtures and agreement as will be installed or provided in the said allocation are morefully described in the schedule 'C' hereunder below.



2. The Developer shall hand over the Owner allocation after constructing the same in full habitable condition in accordance with the specification more fully described in the schedule "C" below and the developer shall construct and complete the flat in accordance with the sanctioned plan by the North Dum Dum Municipality the developer shall bear all costs, charges and expenses for the construction of all the residential flat including the Owner allocation will be made fit for occupation with proportionate right in all common portions of the said new building.

POSSESSION

1. The owner shall simultaneously with the execution of this agreement deliver to the developer on the accountable receipt all the original documents of title relating to the said property as are in possession of the owner and duly answer all requisitions and objections as to the title of the property as may be made time to time. The said original documents shall be kept in its possession by the developer till the Committee/ Association formed by the flat owners of newly constructed building.

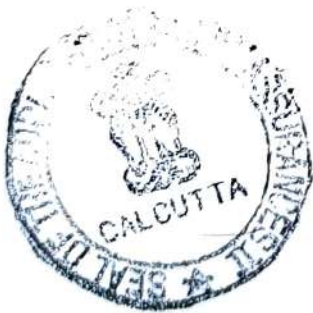
2. The owner shall simultaneously with the execution of this agreement alone the developer or its men and agents to make survey of the entire property for soil testing and for preparation of the proposed plan for the new building.

3. The owner shall arrange immediately after execution of this agreement to the developer hand over peaceful vacant unencumbered possession of the said property for implementation of the purpose of this agreement.

4. The developer shall complete the construction of the building positively within 36 months from the date of this agreement or from the date of receive vacant possession of the said property whichever will be later.

5. The developer shall be exclusively entitled to the developer's allocation in the new building with exclusive right to transfer or otherwise deal with or dispose of the same without however prejudicially effecting the owners allocation and the owners shall not in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation. The owners shall only transfer by way of proper deed of conveyance either in favour of the developer or in favour of the nominee/nominees of the developer, the undivided proportionate share of the land with the right of ingress thereto and egress there from through the staircase and main entrance facing the municipal road excepting the proportionate share of land of the owner. However, it is clearly understood by the parties that the developer shall be entitled to get necessary Deed(s) of Conveyance executed and registered by the owner in favour of the Developer and/or its nominee(s) in respect of the Developer's Allocation only after possession of the Owner's allocation is handed over.

6. In so far as necessary all dealing by the developer in respect of the new building shall be in the name of the owner for which



purpose the owner undertake to give the developer a power of attorney in a form and manner reasonably required by the developer. It is being understood however that such dealing shall not in any manner fasten or create any financial or legal liabilities upon the owner nor there shall be any clause inconsistent with or against the clauses mentioned in this agreement.

7. That the owner shall execute the deed or conveyance in favour of the developer or its nominee in respect of the developer's allocation part or parts of the new building as shall be required by the developer all costs and all expenses (including Income Tax Clearance Certificate) on that behalf will be borne and paid by the developer, subject to as aforesaid.

COMMON FACILITIES

- i. The developer shall pay and bear all property taxes and other dues and outgoing in respect of the said building accruing due from the date of handing over vacant possession of the said property or part of it to the developer by the owner. If there are any dues of property taxes or any owner taxes regarding the said property before the date handing over the same to the developer that would be borne by the owner.
- ii. As soon as new building is completed within the time hereinafter mentioned the developer shall give written notice to the owner for taking possession of their allocation in the new building and there being no dispute regarding the completion of the building in terms of this agreement and according to the specification and plan and after 30 days from the date of service of such notice and at all time thereafter the owner shall be exclusively responsible for payment of all municipal and property taxes, rates, duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the owner's allocation, the said rates to be apportioned if they are levied on the building as a whole.
- iii. Any transfer of any part of the owner allocation in the new building shall be subject to the provision hereof and the transfer shall be responsible in respect of the space transferred for payment of the said proportionate rate and service charges for the common facilities.
- iv. The owner shall not do any act, deed or thing whereby the developer shall be prevented from construction completion of the said building.

COMMON RESTRICTION

1. The owner's allocation in the new building shall be subject to the same restriction or transfer and use are applicable to the developer's allocation in the new building intended for common benefits of all occupiers of the new building which shall include the follows:-



a) The owner shall not use or permit to be used of the owner's allocation in the new building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any nuisances hazard to the owner/occupiers of the new building. The developer and its nominee/nominees shall also not use or permit to be used of the developer's allocation in the new building or any portion thereof for carrying or any obnoxious, illegal and immoral trade or activity no use thereof for any purpose which may cause any nuisance hazards to the owner or occupiers of the new building.

b) Both the parties shall abide by the laws, bye-laws, rules and regulation of the Government, local bodies and associations when formed in future as the case may be without invading the right of the owner.

c) The respective allottee shall keep their respective allocation in the building in good working conditions and repairs.

d) Neither party shall throw, accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the new building or in the compound, corridors, or any other portions of the new building.

OWNER'S OBLIGATION

1. The owner hereby agree and covenant with the developer not to cause any interference of hindrance in the construction of the building at the said property by the developer so far the same is done lawfully and in terms hereof.

2. The owner hereby agree and covenant with the developer not to do any act, deed or thing whereby the developer may be prevented from selling, assigning and/or disposing of any portion or portions of the developer's allocated portion in the building of the said property save and except the right of land and subject to the terms hereof.

3. The owner hereby agree and covenant with developer not to let out, grand, lease, mortgage and/or charges, developer's allocated portion to any person/persons, company/companies.

4. The development also shall not have any right to let, grant lease, mortgage and/or charges the allocated built up area of the owner but shall have all right to let out grant, lease, booking money etc. from the person/ companies in respect of the developer's allocation without creating any liability or responsibility on the owner.

DEVELOPER'S OBLIGATION

THE DEVELOPER HEREBY AGREES AND CONVENANT WITH THE OWNER:-

a) The developer shall complete the construction of the new building within 36 months from the date of this agreement or from the date of hand over possession of he said property to the developer which ever will be later. The time for completion as aforesaid shall be essence of this agreement.



b) after the execution of this agreement the developer shall be purpose or cause to be prepared a plan or plans for constructing a multi-storied building or buildings on the site of the said property and the owners shall execute a General Power of Attorney in favour of Developer or its nominee and as and when required/necessary sign such plan or plans and other purpose and writings that may be required for the purpose of obtaining sanction of such plan or plans by the developer from North Dum Dum Municipality or obtaining permission from any competent authority under the provisions of law in the land, it being expressly agreed that all costs, charges and expenses for obtaining sanction of such plan or plans whatsoever will be borne and paid by the Developer and the owner will not be liable for reimbursement as such costs, charges and expenses for any reason whatsoever.

c) Not to violate or contravene any of the provisions or rules applicable for construction of the building.

OWNER'S INDEMNITY

The owner hereby undertake that the developer shall be entitled to the said constructions and shall enjoy their allocated portion without any interference and/or disturbance provided the developer performance and fulfills all and singular as the terms and conditions herein contained and/or its part to be observed and performed.

DEVELOPER'S INDEMNITY

1) The developer hereby undertakes to keep the owner indemnified against all third party claims accident and actions arising out of any sort of act of commission or omission of the developer in or in relation to the construction of the said new building strictly in terms of the plan to be sanctioned by the North Dum Dum Municipality on that behalf.

2) The developer hereby undertakes to keep the owner indemnified against all actions suits, costs of proceeding and claim that may arise out of the developer's allocation with regard to the development of the said premises and/or in the matter of construction of the building and/or any defect therein.

MISCELLANEOUS

1. The owner and the developer have entered into the agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership between the developer and the owner. The parties hereto can proceed with this agreement.

2. Nothing in these presents shall be constructed as a demise or assignment or conveyance of land by the owner of the said property or any part thereof to the developer or as creating any right, title and interest in respect thereof in the developer other than an exclusive right to exploit the same in terms thereof provided however the developer shall be entitled to borrow money from any bank or banks without creating any financial or any other liabilities on the owner of effecting and their estate shall not be encumbered



and/or be liable for payment of any dues of such bank or banks and for that purpose the developer shall keep the owner freed and indemnified against all actions, suits, proceeding and costs, charges and expenses in respect thereof.

3. Any notice required to be given by the developer shall without prejudice to any other mode of service available be deemed to have been served upon the owner if sent to them under registered post with acknowledgement due at the address given in this agreement.

4. That the owner hereby fully agree and consent that the developer shall have the right to advertise, fix hoardings or sign board of any kind relating to the publicity of the benefit or commercial exploitation of the new building from the date of execution of this agreement and on completion of the building or earlier all such advertisement and hoardings shall be cleared of by the developer at its own costs.

5. The original agreement and a certified and /or xerox copy of the deeds duly attested by a notary in respect of the said property shall be kept at the office of the developer or at the office of the agent for the inspection of the intended purchases.

6. Any dispute or difference between the parties arising out of the meaning construction or import this agreement or their right and liabilities hereunder shall be adjudicated by reference to the arbitrator at the commencement of the reference and the award of the arbitrator shall be final and conclusive on the subject as between the parties and this clause shall be a submission within the meaning of Arbitration and Conciliation act 1996 and its statutory modification thereof in force from time to time.

FORCE MAJURE

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by any force majeure and this contract shall remain suspended during the duration of such majeure, if any.

2. Force majeure shall mean floods, earth quake, Riot, war, storm, tempest, civil commotion, strikes, lock-out and or any other act or commission beyond the control of the parties hereto.

JOINT OBLIGATION

1. The developer shall develop and construct a multi storied building using the maximum available FAR on the said land as per Municipality's present rules in vogue.

2. The owners will lend their names and signatures in all papers, plans, documents and deeds those may come on the way of the developer for successful implementation of the since the project will be promoted in the owner name.

3. The owner will hand-over to the developer the title deeds of the land on execution of the agreement for developer record and reference upon proper receipt. The said original title deed/deeds



shall ultimately be returned by the developer to the owner for their preservation.

DEFAULT CLAUSE:

The developer shall complete the entire project and handover the owner's allocation within 36 months from the date of this agreement or from the date of handover possession of the said property to the developer which ever will be later without any default, subject to force majeure. If the developer fails to handover the owner's allocation within the said stipulated time, the said time may be further extended for a period of 6 months upon mutual consent of both the parties in writing, subject to a monthly payment of Rs. 5,000/- to the owner by the developer for the said extended period. However, if the developer fails to complete the project within the said extended period also, the owner shall be at liberty to terminate this agreement. In that event and in case of any construction is raised without sanction of plan from the authority concerned, an arbitrator will be appointed and upon calculation of the costs expenses and interest of the project the developer will be refunded/paid the said awarded amount to the developer by the owner.

SCHEDULE "A" ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land, measuring 07 Cottahs 8 chitaks a little more or less, out of which under Touza No. 173, R. S. Dag No. 1906 R. S.. Dag No. 1907, R. S. Khatian No. 1428, measuring land 07 Cottahs 8 Chittaks a little more or less lying and situated at Mouza Sultanpur J. L. No. 10, R. S. No. 148, under P. S. North Dum Dum, Sub-Registry office Cossipore Dum Dum, within the ambit of North Dum Dum Municipality, being the Holding No. 371 & 372, K. K. Pally 4, being ward No. 28 at preset 19, District North 24 Parganas, Kolkata 700081, which is shown in the annexed map or plan marked with red border and butted bounded by:

ON THE NORTH : R.S. Dag No.

ON THE SOUTH: Belgharia Express way

ON THE EAST : Part of R.S Dag No. 1907 (Plot no. 'C')

ON THE WEST : Partly R.S. Dag No. 1907.

SCHEDULE "B" ABOVE REFERRED TO

1. The Developer has paid a sum of Rs. 1,00,000/- (Rupees one lakh) only to the owner on or before execution of this agreement as an interest free refundable security money. The money shall be refundable at the time of handing over the possession of the owner's allocation.
2. The owner shall be entitled to get the 45% of sanction FAR out of the 100% sanctioned FAR duly constructed area i.e. shop, car parking, residential if any (in fully habitable condition constructed with the materials and as per specification described in the schedule 'C') together with the proportionate share of the common



portions and also together with the proportionate share of land in the said premises shall remain with the owner.

3. However, if any further floor and/or after alteration of the plan is construction subsequently extended the same shall get by the developer exclusively.

SCHEDULE "C" ABOVE REFERRED TO

Type of Structure R. C. C.: R.C. framed structure with 200 mm. thick external brick walls and 75 mm/100 mm thick internal brick walls with inside walls and ceiling and outside wall plastering with cemented and mortar.

Flooring: All bed rooms, living cum dining, kitchen, toilets, balcony will have standard quality marble/tiles floors with- skirting. The common staircase which will have cost in situ mosaic.

Doors & windows: All bed rooms, living cum dining, balcony to fit with commercial wooden flush doors, all toilets with I. S. I. mark PVC doors and the main entry door to fit with wooden paneled door, all the windows are fit with TMT bar with aluminum channel and glass.

Toilets, Kitchen and Fixtures: Concealed water line with hot and cold arrangement in common toilet with shower and bibcock, wash basins and glazed tiled dado upto 6 ft. height in the toilets, European type W. C. in the toilets, standard size mirror with self and towel rod in the toilets, kitchen with have granite cooking platform, stainless sink, one bibcock for sink and other below it, wall beside cooking platform will have glazed tiles dado upto 3 ft. height from cooking platform.

Painting: Doors and windows to paint with two coats of colour paints over one coat of primer in side wall and ceiling to paint with plaster pf paris and outside wall to be painted with two coats of based decorative paints.

Electrical: Concealed wiring with standard wiring with standard quality copper wires and standard quality switch boards and switches and main switches only work is limited to wiring and fitting and fixing of switch and switch and switch boards only. Bed rooms have 2 light points, 1 night lamp & 1 A.C. point, 1 fan point and 1 plug and socket point, all being 5 amp points living cum dining hall have 2 light points, 1 fan points, 1 plug and socket point, 1 T. V. point, 1 computer point, 1 refrigerator point, 1 telephone point, 1 calling bell point, all being 5 amp points, kitchen have 1 light point, 1 exhaust fan point, 1 aquaguard plug and socket point all being 5 amp points and 1 no. 15 amp plug and socket point, toilets have 1 no. 5 amp light point each and 1 no. 15 amp hot water plug and socket point in the common toilet, balcony have 1 light point the staircase have light points in the landing and two light points have there in the entry passage as common points to all flat holder.

Common area and facilities: Staircase, lift, lobbies, passage, drainage and sewerage lines, water supply line and water courses,



main electric line, foundation and plinth, corridors entrance and exit of the building, pump motor, pipe, duets etc. parapet, pathway, septic tank, semi underground reservoir, overhead water reservoir, watchman both toilet/ W. C. boundary wall.

Easements Rights:

1. The right of all common passage user and movements in all the common area.
2. The right of passage of utilities including connection for telephones, television pipes, cables etc. through each and every part of the building including the said unit.
3. The absolute unfettered and unencumbered right over the common areas subject to the terms and conditions herein contained.
4. Such rights, supports, easement and appurtenance as are usually held used, occupied or enjoyed as part or parcel of the said shares and the properties and rights appurtenant thereto and/or the said unit.
5. Right to install telephone antenna at such place on the roof of the building as demarcated for such purchaser/occupiers.
6. The right with or without workmen and necessary materials to enter upon the building including the said unit or any other unit for the purpose at repairing any of the common areas or any appurtenance to any unit upon giving 48 hours provision notice in writing by the purchaser/occupiers.

COMMON EXPENSES:

- 1) All costs of maintenance operating, replacing, repairing, white washing, painting, decorating, re-decorating, re-building, re-construction and lighting of the common areas of the building including the outer walls.
- 2) The salaries of all person employed for the common purpose, including darwan, security personnel, sweepers, plumbers, electricians, administrators etc.
- 3) Insurance premium for insuring the building.
- 4) All charges and deposits for supplies of common utilities.
- 5) Municipal tax, multi storied building tax, water tax and other levies in respect of the land and building save those separately assessed to purchasers/occupiers.
- 6) Costs of running maintenance repairs and replacement of transformers, generators, pumps and others.
- 7) Common installation, including their fees, taxes and other levies.
- 8) Electricity charges for electricity energy consumed for the operation of common services.
- 9) All to the expenses, taxes rates and other levies etc.



IN WITNESSES WHEREOF the parties have set and subscribed their respective hands on the days, month and year first above written.

SIGNED, SEASLED & DELIVERED

In presence of:-

WITNESSES :

1. Keshab Mazumdar
550 Pulin Pathy
P.O. Rajbansi
Kolkata 700081

1. Binmal Roy

2. Kamal Roy

3. Shankar Roy

4. For Shibu Roy

Shankar Roy constituted attorney

SIGNATURE OF THE OWNER'S

2.

Sagar Chandra

7, Red Cross Place
Kolkata 1

1. Gopinath Malakar

2. Ram chandra Malakar,

3. Ninkhil Malakar -

4. Arati Malakar

5. Dwaga Rani Malakar

6. Sumantra Malakar

SIGNATURE OF THE DEVELOPER

DRAFTED BY ME:

Gaurav Kumar Samant

Advocate

7, Red Cross Place,
Kolkata 700001



RECEIVED a sum of Rs. 1,00,000/- (Rupees One Lakh) only from the within mentioned Developer by the within mentioned Owners by Cheques the Particulars are as follows:-

Date	Cheque	Drawn on Bank	Amount Rs.
29.09.2014	108352	State Bank of India 3, Motilal Colony Br. KSI - 81	1,00,000
Rupees One Lakh only -			

WITNESSES :

1. *Yusab Razmi*

2. *Sagar Chandra*

1. *Bimal Roy*

2. *Kamal Roy*

3. *Shanku Roy*

4. *Shibu Roy*

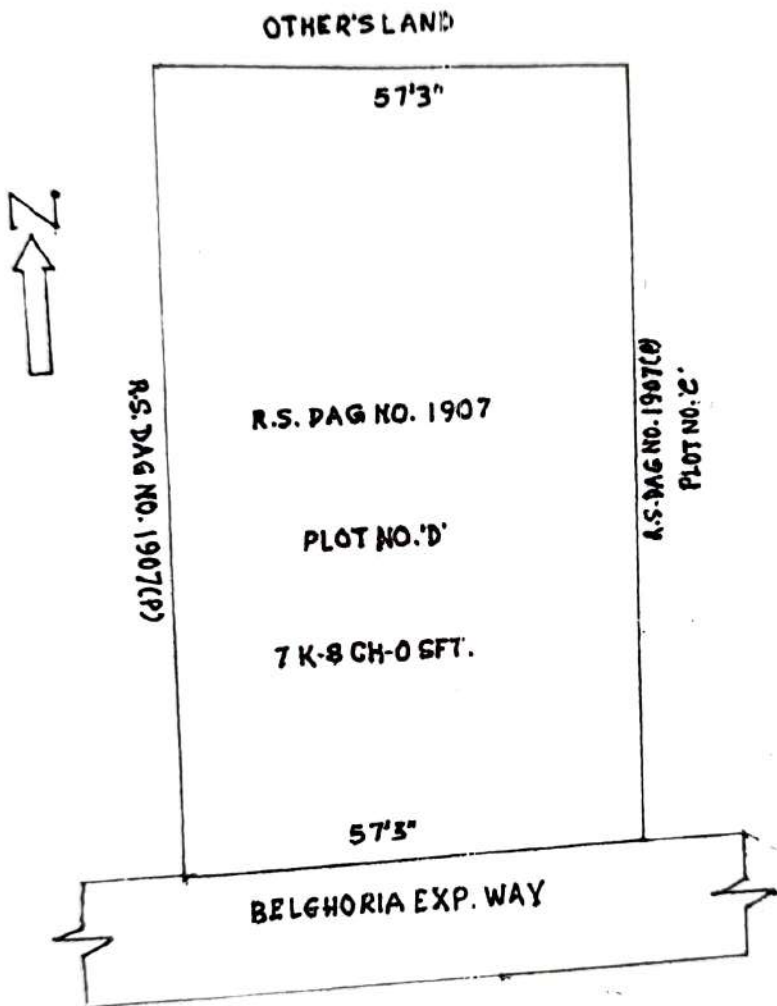
For Seldi Nandani constituted attorney
SIGNATURE OF THE OWNERS



SITE PLAN SHOWING THE R.S. DAG NO. 1907, MOUZA
SULTANPUR, J.L. NO. 10, R.S. NO. 148, TOUZI NO. 173,
P.S. DUM DUM UNDER NORTH DUM DUM
MUNICIPALITY, WARD NO. 19, DISTRICT NORTH 24
PARGANAS.

LAND AREA 7K-8CH-0SFT.

SCALE 1" = 20'



S. Naskar
SOMNATH NASKAR
 Land & Building Surveyor
 Regd. No. - 30/030/04

Ganesh Malakar
 Ram chandra Malakar,
 Nikhil Malakar -
 Durga Rani Malakar
 Swapna Malakar
 Arati Malakar

Bimal Roy
 Kamal Roy
 Shanker Roy
 FOR: Shibu Roy
 Shanker Roy
 condtibuted with all null





	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Ganesh Malakar



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Ram chandra Malakar



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Anil Malakar



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Arati Malakar



		Thumb	1st finger	middle finger	ring finger	small finger
HOTO	left hand					
	right hand					

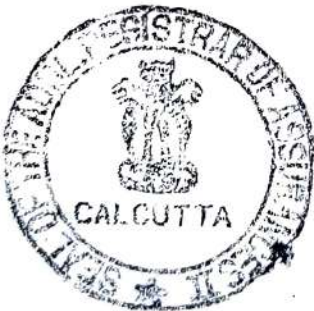
		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Durga Rani Malakar

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Swapna Malakar

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

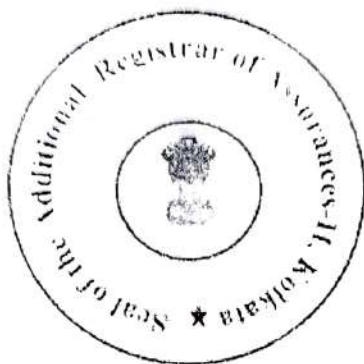


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W. D. D. 1914

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 61
Page from 28 to 54
being No 12336 for the year 2014.



M2

(Dinabandhu Roy) 11-October-2014
ADDL. REGISTRAR OF ASSURANCES-II
Office of the A.R.A. - II KOLKATA
West Bengal

DATED THIS THE DAY OF
SEPTEMBER, 2014

BETWEEN

Sri Bimal Roy & Others

And

Sri Gobinda Malakar & Others

DEVELOPMENT AGREEMENT

SANKAR KUMAR SAMANTA

A Juvanta