

10/35/013

106/4/2013



WEST BENGAL

L 250860

N.V. 1405001



DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF AGREEMENT made this the 19th day of
 July, 2013 BETWEEN SRI DILIP MAJUMDER, son of Late
 Lokenhina Ranjan Majumder, by faith Hindu by occupation business,
 PAN Code No. AFAPM7183H residing at 2, Airport Gate, Matilal
 Colony, P.O. - Rajbari, P.S. - Dum Dum, Kolkata - 700081,
 hereinafter called the "OWNER" (which term or expression shall

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No. _____
Date _____
Address _____
By _____
- 1 AUG 2012
A. BANERJEE
L.S. VENDOR (O.S.)
HIGH COURT, KOLKATA-700 001



Nishu Malakar.



Nishu Malakar.



c-6004



Dilip Majumdar.



c-6011



Gaurish Malakar.



c-6008



(Ram Chandra Malakar.)



Arati Malakar.



c-6007

ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
23 JUL

Identified by an
Sankar Kumar Samanta
Advocate
7, Red Cross Place
Kolkata - 700 001

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.

AND

Ram Chandra Malakar
M/S. SEFAFLI 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, Pan Card No.AEUPM8382.H.... 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 Card No.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 Card No.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 Card No.APIPM8146C, 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-

e-6009

Durga Rani Malakar

e-6010

Surepna Malakar

Identified by me
Sankar Kumar Samanta
Advocate
7, Red Cross Place
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. 10185 / 2013, Deed No. (Book - I , 10614/2013)

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

Admission of Execution By	Status	Photo	Finger Print	Signature
Ram Chandra Malakar Address -4, Khalishakota Pally, Kol, Thana:-Dum Dum, P.O. :-Rajbari Colony, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700081	Self		 LTI	Ram chandra Malakar, 25/7/2013
		25/07/2013	25/07/2013	

Name of Identifier of above Person(s)

Sankar Kumar Samanta
7, Red Cross Place, Kol, District:-Kolkata, WEST
BENGAL, India, Pin :-700001

Signature of Identifier with Date

Identified by me
Sankar Kumar Samanta
Adhikari
7, Red Cross Place
Kolkata - 700001
25/7/13



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



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

Endorsement For Deed Number : I - 10614 of 2013
(Serial No. 10185 of 2013 and Query No. 1902L000019803 of 2013)

On 23/07/2013

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

Presented for registration at 17.30 hrs on :23/07/2013, at the Private residence by Nikhil Malakar ,
one of the Claimants.

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

Execution is admitted on 23/07/2013 by

1. Dilip Majumder, son of Late Dakshina Ranjan Mazumder , 2 No. Airport Gate, Matilal Colony, Kol,
Thana:-Dum Dum, P.O. :-Rajbari, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700081,
By Caste Hindu, By Profession : Business
2. Gobinda Malakar
Partner, M/s. Sefali Construction, Holding No. 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
3. Nikhil Malakar
Partner, M/s. Sefali Construction, Holding No. 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
4. Arati Malakar
Partner, M/s. Sefali Construction, Holding No. 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
5. Durga Rani Malakar
Partner, M/s. Sefali Construction, Holding No. 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. Swapna Malakar
Partner, M/s. Sefali Construction, Holding No. 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.

On 24/07/2013



(Dulal chandra Saha)
ADDL REGISTRAR OF ASSURANCES-II

(Dulal c'andraSaha)
ADDL. REGISTRAR OF AS-SURANCES-II

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EndorsementPage 1 of 2



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

Endorsement For Deed Number : I - 10614 of 2013
(Serial No. 10185 of 2013 and Query No. 1902L000019803 of 2013)

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.-14,05,000/-

Certified that the required stamp duty of this document is Rs.- 5021 /- and the Stamp duty paid as:
Impresive Rs.- 50/-

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

On 25/07/2013

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. 644.00/-, on 25/07/2013

(Under Article : B = 539/- , E = 21/- , I = 55/- , M(a) = 25/- , M(b) = 4/- on 25/07/2013)

Deficit stamp duty

Deficit stamp duty Rs. 4980/- is paid , by the draft number 374370, Draft Date 18/07/2013, Bank : State Bank of India, BEHALA, received on 25/07/2013

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

Execution is admitted on 25/07/2013 by

1. Ram Chandra Malakar
Partner, M/s. Shefali Construction, Holding No. 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.

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



(Dulal chandra Saha)

ADDL. REGISTRAR OF ASSURANCES-II

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Business, PAN Card No.AKKPM4571H, 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 Card No.AKKPM4572E, 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 widower 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 in tested by left a will dated 11.04.1070 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



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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.

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 thus seized and possessed 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 sold transfer and conveyed said 76 Satak of land to Gobinda Lal Chakraborty sons of Late Haralal Chakraborty of New Barakpore, Bhattacharya Para, P.S. - Khardaha, District - North 24 Parganas, by strength of a Registered Deed of Conveyance 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 WHEREAS while seized and possessed of the said property as absolute owner there of the said Gobinda Lal



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Chakraborty mutated his name in the record of the Competent Authority.

AND WHEREAS after purchase the aforesaid plot of land as owner they decided to sold, transfer and conveyed 2 Cottahs 8 Chittaks 15 sq.ft. from the Dag No.1906, Khatian No.1436 marked as Plot 'B' to the owner herein P.S. - Dum Dum, District - North 24 Parganas by virtue of a 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 317 to 327. being No.7589 for the year 2002 sold, conveyed and Transferred the said piece and parcel of land measurement the area 02 Cottahs 08 Chittacks a little more or less situated within Mouza - Sultanpur Dag Nos.1906, Khatian No.1436 situated within J.L. No.10, P.S. - Dum Dum, Kolkata - 700081, North 24 Parganas at present the under North Dum Dum Municipality.

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 his 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.



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AND WHEREAS in this manner aforesaid Dilip Mazumdar 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 2 Cottahs 8 Chittacks be the same a little more, or less being premises Holding No.357, K.K. Pally No.4, Ward No.28 at present 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 the Developer approached the Owner with a proposal for construction 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** **SRI DILIP MAJUMDER**, son of Late Dakhina Ranjan Majumder residing at 2, Airport Gate, Matilal Colony, P.O. - Rajbari Colony, P.S. - Dum Dum, Kolkata - 700081.



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DEVELOPER: Shall mean M/S. SEFAFLI 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, 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, 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, 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, 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, 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, residing at 4, Khalishakota Pally, Post Office- Rajbari Colony, Police Station- Dum Dum, Kolkata-700081.



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2. **The said Property:** **ALL THAT** piece and parcel of Bastu (Vacant) land, measuring about 2 Cottahs 8 Chittacks situated at Mouza-Sultanpur; J.L. No.10, R.S. No.148, under Touzi No.173, comprising R.S. Dag No.1906, appertaining to R.S. Khatian No.1436, under P.S. - Dum Dum, Sub- Registry office - Cossipore Dum Dum, within the ambit of North Dum Dum Municipality, being the Holding No.357, 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.357, 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, 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.



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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 transfer.

12. **TIME** : Shall mean the construction shall be completed positively within 36 months from the date of this agreement and/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.



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COMMENCEMENT

The agreement shall be deemed to have commenced with effect from the date of execution of this agreement.

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



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sanction from the appropriate authorities shall be prepared and submitted by the developer on behalf of the owner at their own costs and expenses, 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 construed 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 by the developer to commercially exploit the same in terms hereof and to deal with their allocation in the new building in the manner herein after stated.

4. The Developer may be 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.

5. It at any time before the completion of the building it appears that the said property or any portion thereof is affected 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 defect as regards title etc. the owner shall



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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 joint owner received a sum of Rs.50,000/- (Rupees fifty thousand) 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 owner and in accordance with the specification and materials description.

A. On completion of the entire building the owner shall be entitled to get 45% 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 arrangement 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



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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 their 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.
2. The owner shall simultaneously with the execution of this agreement allow 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 be arranged 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.



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4. The developer shall complete the construction of the building positively within 36 month from the date of this agreement and /or from the date of receiving 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 owner's allocation and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation. The owner 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



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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



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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 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:-



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- 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 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 on any obnoxious, illegal and immoral trade or activity nor 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.



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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 developer 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.



REGISTRAR

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DEVELOPER'S OBLIGATION**THE DEVELOPER HEREBY AGREES AND COVENANT WITH THE OWNER:-**

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

b) After the execution of this Agreement the Developer shall be required to 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 the 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.



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- 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 observe and performed

DEVELOPERS INDEMNIFY

- 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.



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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 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 purchasers.

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 to be appointed by both the parties mutually who shall appointed as 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.



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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 storeyed building using the maximum available FAR on the said land as per Municipality's present rules in vogue;
2. The owner will lend his names and signature in all papers, plans, documents and deeds those may come on the way of the developer for successful implementation of the project since the project will be promoted in the owner name.
3. The owner will handover 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 return 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 and/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



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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 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 2 Cottahs 8 Chittacks a little more or less, out of which under Touza No.173, R.S. Dag No.1906 R.S. Khatian No.1436, lying and situated at Mouza - Sultanpuri 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.357, K.K. Pally, being Ward no.28 at present 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	:	Partly Dag No.1904 & Partly Dag No.1905.
ON THE SOUTH	:	Belgharia Express way.
ON THE EAST	:	Part of Dag No.1906 (Plot No.A).
ON THE WEST	:	Part of Dag No.1906 (Plot No.C).



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SCHEDULE "B" ABOVE REFERRED TO

1. The Developer has paid a sum of Rs.50,000/- 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 (in fully habitable condition constructed with the materials and as per specification described in the schedule 'C' of the F.A.R. 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 is constructed subsequently the same also shall be divided between the owner and the developer at abovementioned ratio.

SCHEDULE "C" ABOVE REFERRED TO

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



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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' fit height from cooking platform.

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

Electrical : Concealed 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 board only. Bed rooms have 2 light points, 1 night lamp



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& 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, roof, lift, lobbies, passage, drainage and sewerage lines, water supply line and water courses, main electrical line, foundation and plinth, corridors entrance and exit of the building, pump motor, pipe, ducts etc. roof and 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.



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3. The absolute unfettered and un encumbered 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.



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- 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.



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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:-

1. Snyanaal Bose
162 Mahagati Nagar.
Pirati. ROF-51.

Deleip Majumdar

SIGNATURE OF THE OWNER *

Anikhil Malakar.

Ganvda Malakar

Sefali Constructions

- 2 Keshab Majumdar
550 Pulin Pathy
P.O Rajbari
Kolkata-700081.

P Ram chandra Malakar.

Partners

*Arati Malakar
Durga Rani Malakar
Sarepta Malakar*

SIGNATURE OF THE DEVELOPER

Drafted by me :

Sankar Kumar Samanta

Advocate

Typed by :

Popular Type Chamber,
12/1, Old Post Office Street,
Kolkata - 700001



RECEIVED a sum of Rs.50,000/- (Rupees Fifty thousand) only from the within mentioned Developer by the within mentioned Owner by Cheques the Particulars are as follows :-

<u>Date</u>	<u>Cheque</u>	<u>Drawn on Bank</u>	<u>Amount</u> <u>Rs.</u>
19.07.2013	567413	State Bank of India Motilal Colony Branch	50,000/-

WITNESSES :-

1) *Prayana Bore*

2) *Kishab Hazare*

Deleip Magumdar

Signature of the Owner

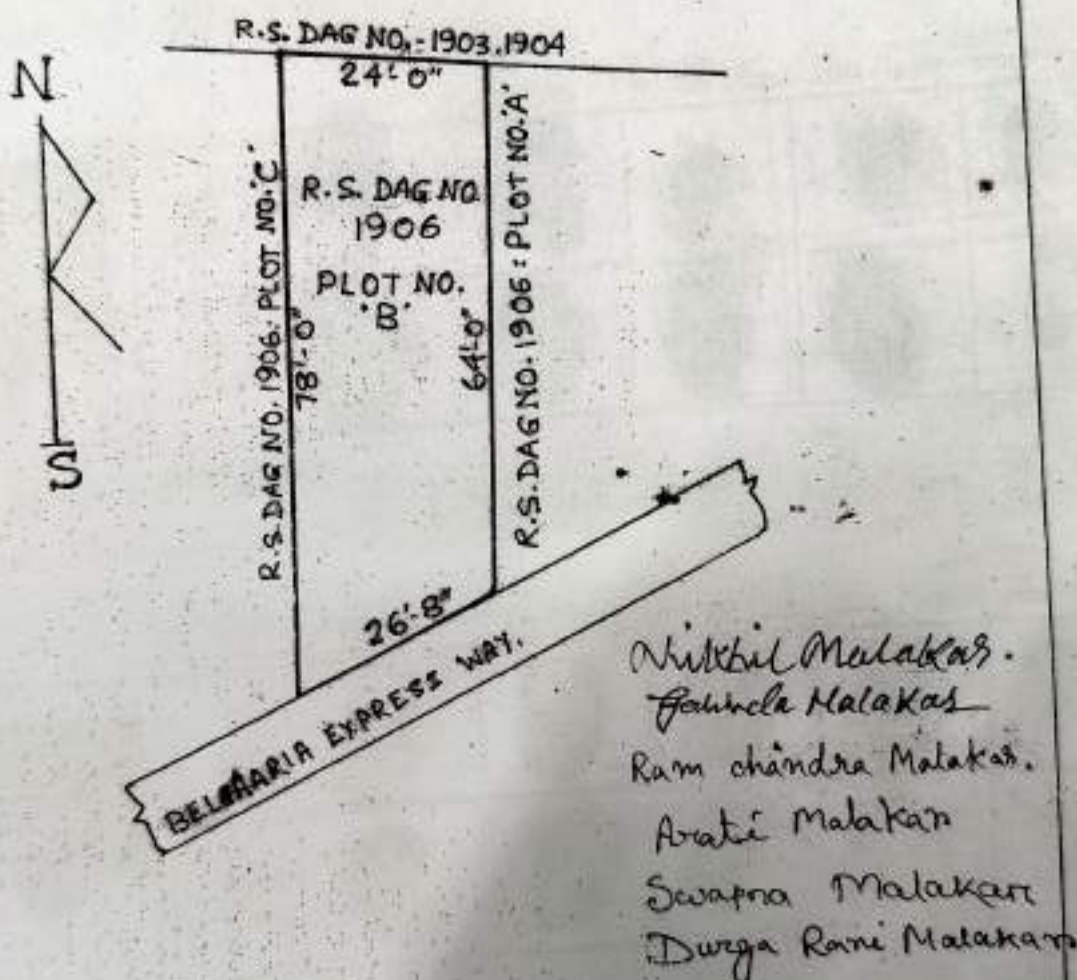


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THE PLAN SHOWING THE R.S. DAG NO.-1906. [REDACTED], IN MOUZA-
 SULTANPUR; J.L. NO.-10, R.S. NO. 10, TAUZI NO.-173, P.S.-DUM DUM
 UNDER NORTH DUM DUM MUNICIPALITY, WARD NO. 28 AT PRESENT-19-
 DIST. NORTH 24 PARGANAS.

SCALE 20' FT.-1' INCH.

LAND SHOWN IN RED BORDER:
 LAND AREA:- 2K. 8CH. 0ST.



Deleip Majumdar

DRAWN BY:

Somnath Naskar
 SOMNATH NASKAR
 Land & Building Surveyor
 Regd. No. 30/03/09



RECEIVED
BUREAU OF LAND MANAGEMENT
23 JUL

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

Name
 Signature Deleap Mayumater

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left hand					
right hand					

Name Nikhil Malakar
 Signature

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left hand					
right hand					

Name Jaishree Malakar
 Signature

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left hand					
right hand					

Name
 Signature Ram chandra Malakar



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left hand					
right hand					

Name Arati Malakar

Signature

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left hand					
right hand					

Name Durga Rani Malakar

Signature

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left hand					
right hand					

Name Swarna Malakar

Signature

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

Name

Signature



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DATED THIS THE 19th DAY OF July 2013

BETWEEN

SRI DILIP MAJUMDER

..... OWNER

AND

SRI GOBINDA MALAKAR & OTHERS.

..... DEVELOPER

DEVELOPMENT AGREEMENT

SANKAR KUMAR SAMANTA

Advocate,

7, Red Cross Place (2nd Floor),

Kolkata - 700001,

Phone : 9831136979.