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

Addi Dist. Sub-Registrer Alipore, South 24 Perganes

3 1 JAN 2014

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 31st day of January Two Thousand Fourteen BETWEEN (1) SRI RAJA BAITHA, by occupation- Business, (2) SRI RAJENDRA BAITHA, by occupation- Business, both sons of Sri Ganesh Baitha, both are residing at 40/5, Rabindra Pally, P.S. Jadavpur, Kolkata- 700 086, (3) SMT. RATNA NASKAR alias RATNA BAITHA, wife of Sri Pradip Kumar Naskar, daughter of Sri Ganesh Baitha, by occupation- Housewife, residing at D/42, Rabindra Pally, Jadavpur, P.S. Patuli, Kolkata- 700 086, (4) SRI SUBRATA BHOWMICK, son of Sri Gobinda Chandra Bhowmick, by occupation- Business, residing at

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Some nath Chakaabaat Sto-Late Dulat Chakaabaat Alipun D.R. Office Vol-27 Leed weiter 5/14, East Phulbagan, P.S. Jadavpur now Patuli, Kolkata- 700 086, all are by faith- Hindu, by Nationality- Indian, hereinafter jointly and collectively called and referred to as the "FIRST PARTY/OWNERS" (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, regal representatives and assigns) of the ONE PART

AND

"SIGN CONSTRUCTION", a Partnership Figm having its registered office at D/40/5, Rabindrapally, P.O. Baghajatin, P.S. Patuli, Kolkata- 700 086, duly represented by its Partners namely (1) SRI SUBRATA BHOWMICK, son of Sri Gobinda Chandra Bhowmick, by occupation- Business, residing at 5/14, East Phulbagan, P.S. Jadavpur now Patuli, Kolkata-700 086, (2) SRI RAJENDRA BAITHA, by occupation- Business, both sons of Sri Ganesh Baitha, both are residing at 40/5, Rabindra Pally, P.S. Jadavpur, Kolkata- 700 086, (3) SRI SANJAY BOSE, son of Sri Nirmal Chandra Bose, by occupation- Business, residing at 54, Phoolbagan, P.O. Baghajatin, P.S. Jadavpur, Kolkata- 700 086, (4) SMT. JULIE BOSE, wife of Sri Sanjay Bose, by occupation- Busines, residing at 54, Phoolbagan, P.O. Baghajatin, P.S. Jadavpur, Kolkata- 700 086, all are by faith- Hindu, by Nationality- Indian, hereinafter called and referred to as the "SECOND PARTY/DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-interests and assigns) of the OTHER PART.

WHEREAS one Mahendra Nath Naskar, Bholanath Naskar and Nootbehari Naskar were the joint owners of all that piece and parcel of land in R.S. Khatian No. 112 of Mouza-Bademasur, J.L. No. 31, under P.S. Tollygunge then Jadavpur at present Patuli, District South 24-Parganas as per Revisional Settlement Records of Rights.

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AND WHEREAS said Mahendra Nath Naskar, Bholanath Naskar and Nootbehari Naskar while had been enjoying their recorded property free from all encumbrances said Mahendra Nath Naskar executed and registered an Will in favour of Bholanath Naskar and Nootbehari Naskar on 02/03/1964 before the office of the Sub-Registrar at Alipore and recorded in its Book No. 3, Volume No. 2, Pages from 39 to 41, Being No. 24 for the year 1964 regarding his 1/3rd share.

AND WHEREAS after demise of said Mahendra Nath Naskar said Bholanath Naskar as executor filed a Probate Case in the year 1971 vide Case No. 10 before the District Deligate Court, Alipore and thereafter the said Court grant the Probate Case on 23/06/1972.

AND WHEREAS said Bholanath Naskar and Nootbehari Naskar became the joint owners of the aforesaid landed property under R.S. Khatian No. 112 of Mouza- Bademasur, J.L. No. 31, under P.S. Tollygunge then Jadavpur at present Patuli, District South 24-Parganas by virtue of aforesaid Will and Revisional Settlement Records of Rights.

AND WHEREAS said Bholanath Naskar and Nootbehari Naskar while had been enjoying their aforesaid property they jointly sold, conveyed and transferred ALL THAT piece and parcel of land measuring more or less 2 Cottahs 2 Chattaks 30 Sq.ft. comprised in C.S. Dag No. 672, R.S. Dag No. 634 appertaining to C.S. Khatian No. 151, R.S. Khatian No. 112 of Mouza- Bademasur, J.L. No. 31, under P.S. Tollygunge then Jadavpur at present Patuli, District South 24-Parganas within the limits of the then Calcutta Municipal Corporation presently Kolkata Municipal Corporation unto and in favour of Sri Raja Baitha, the Owner No. 1 herein and Sri Rajendra Baitha, the Owner No. 2 herein by and under a Deed of Sale (Bengali Kobala), which was executed on 14/05/1997 and registered on 07/07/1997 before the office of the District Sub-Registrar at Alipore and recorded in its Book No. I, Volume No. 109, Page from 331 to 342, Being No. 2829 for the year 1997.

AND WHEREAS after purchasing the said property said Sri Raja Baitha, the Owner No. 1 herein and Sri Rajendra Baitha, the Owner No. 2 herein became the absolute joint owners of the aforesaid area of land measuring more or less 2 Cottahs 2 Chattaks 30 Sq.ft. together with 450 Sq.ft. R.T. Shed structure standing thereon comprised in C.S. Dag No. 672, R.S. Dag No. 634 appertaining to C.S. Khatian No. 151, R.S. Khatian No. 112 of Mouza-Bademasur, J.L. No. 31, under P.S. Tollygunge then Jadavpur at present Patuli, District South 24-Parganas and mutated their names before the then Calcutta Municipal Corporation presently Kolkata Municipal Corporation vide Premises No. 269, Rabindra Pally, Block- D, Assessee- 31-101-20-0269-9 and enjoying the same free from all encumbrances by paying rents and taxes regularly to the authority concerned.

AND WHEREAS said Bholanath Naskar and Nootbehari Naskar in the course of jointly enjoying their rest land measuring 4 Cottahs 8 Chataks comprised in C.S. Dag No. 672, R.S. Dag No. 634 appertaining to C.S. Khatian No. 151, R.S. Khatian No. 112 of Mouza-Bademasur, J.L. No. 31, under P.S. Tollygunge then Jadavpur at present Patuli, District South 24-Parganas they mutually and varbally partitioned the same and by virtue of the said verbal partition said Bholanath Naskar got the land measuring more or less 2 Cottahs 4 Chattaks at the North side and said Nootbehari Naskar also got the rest land measuring more or less 2 Cottahs 4 Chattaks.

AND WHEREAS said Nootbehari Naskar while had been enjoying and occupying his aforesaid 2 Cottahs 4 Chattaks of land, comprised in C.S. Dag No. 672, R.S. Dag No. 634 appertaining to C.S. Khatian No. 151, R.S. Khatian No. 112 of Mouza- Bademasur, J.L. No. 31, under P.S. Tollygunge then Jadavpur at present Patuli, District South 24-Parganas, he sold, conveyed and transferred the same unto and in favour of Sri Rajendra Baitha, the

Owner No. 2 herein and Sri Subrata Bhowmick, the Owner No. 4 herein, by and under a Deed of Sale (Bengali Kobala) which was registered on 13/08/2012 before the office of the A.D.S.R. at Alipore and recorded in its Book No. 1, CD. Volume No. 29, Pages from 3153 to 3185, Being No. 06542 for the year 2012.

AND WHEREAS after purchasing the said property said Sri Rajendra Baitha, the Owner No. 2 herein and Sri Subrata Bhowmick, the Owner No. 4 herein, became the absolute joint owners of the aforesaid area of land measuring more or less 2 Cottahs 4 Chattaks together with 200 Sq.ft. R.T. Shed structure standing thereon comprised in C.S. Dag No. 672, R.S. Dag No. 634 appertaining to C.S. Khatian No. 151, R.S. Khatian No. 112 of Mouza-Bademasur, J.L. No. 31, under P.S. Tollygunge then Jadavpur at present Patuli, District South 24-Parganas and mutated their names before the then Calcutta Municipal Corporation presently Kolkata Municipal Corporation vide Premises No. 290, Rabindra Pally, Block- D, Assessee No. 31-101-20-0607-3, Ward No. 101 and enjoying the same free from all encumbrances by paying rents and taxes regularly to the authority concerned.

AND WHEREAS said Bholanath Naskar while had been enjoying and occupying his aforesaid 2 Cottahs 4 Chattaks of land, comprised in C.S. Dag No. 672, R.S. Dag No. 634 appertaining to C.S. Khatian No. 151, R.S. Khatian No. 112 of Mouza- Bademasur, J.L. No. 31, under P.S. Tollygunge then Jadavpur at present Patuli, District South 24-Parganas, he transferred the same unto and in favour of Smt. Ratna Naskar alias Ratna Baitha, the Owner No. 3 herein by and under a Deed of Gift (Bengali Danpatra) which was registered on 9/11/2011 before the office of the A.D.S.R. at Alipore and recorded in its Book No. I, CD. Volume No. 35, Pages from 3025 to 3044, Being No. 08125 for the year 2011.

AND WHEREAS one Sri Sunil Kumar Naskar, son of Sri Nootbehari Naskar and Sri Shanti Charan Naskar, son of Sri Bholanath Naskar purchased the land measuring more

or less 15 decimals comprised in R.S. Dag No. 621 appertaining to R.S. Khatian No. 419 of Mouza- Bademasur, J.L. No. 31, under P.S. Tollygunge then Jadavpur at present Patuli, District South 24-Parganas from the then lawful and rightful owner The Nan Estate (P) Ltd., having its Registered Office at 7, Bepin Behari Ganguly Street, by and under a Deed of Sale which was registered on 16/10/1974 before the office of the Sub-Registrar at Alipore, and recorded in its Book No. I, Volume No. 184, Pages from 35 to 41, Being No. 7309 for the year 1974.

AND WHEREAS said Sri Sunil Kumar Naskar and Sri Shanti Charan Naskar after purchasing the aforesaid property became the absolute joint owners of the aforesaid area of land measuring more or less 15 decimals comprised in R.S. Dag No. 621 appertaining to R.S. Khatian No. 419 of Mouza- Bademasur, J.L. No. 31, under P.S. Tollygunge then Jadavpur at present Patuli, District South 24-Parganas and enjoying the same free from all encumbrances.

AND WHEREAS said Sri Sunil Kumar Naskar and Sri Shanti Charan Naskar jointly sold, conveyed and transferred the land measuring more or less 8 Chattaks 36 Sq.ft. unto and in favour of Smt. Ratna Naskar alias Ratna Baitha, the Owner No. 3 herein, by and under a Deed of Sale (Bengali Kobala) which was registered on 9/11/2011 before the office of the A.D.S.R. at Alipore and recorded in its Book No. I, CD. Volume No. 35, Pages from 3003 to 3024, Being No. 08124 for the year 2011.

AND WHEREAS said Smt. Ratna Naskar alias Ratna Baitha, the Owner No. 3 herein by virtue of aforesaid gift and purchase became the sole and absolute owner of the land measuring more or less 2 Cottahs 12 Chattaks 36 Sq.ft. (the split up of the land being :- land measuring 2 Cottahs 4 Chattaks, comprised in C.S. Dag No. 672, R.S. Dag No. 634

appertaining to C.S. Khatian No. 151, R.S. Khatian No. 112 and land measuring 8 Chattaks 36 Sq.ft. comprised in R.S. Dag No. 621 appertaining to R.S. Khatian No. 419) together with 250 Sq.ft. R.T. Shed structure standing thereon at Mouza- Bademasur, J.L. No. 31, under P.S. Tollygunge then Jadavpur at present Patuli, District South 24-Parganas now within the limits of the Kolkata Municipal Corporation Ward No. 101 and mutated her name before the Kolkata Municipal Corporation vide Premises No. 288, Rabindra Pally, Block- D, Assessee No. 31-101-20-0605-0 and enjoying the same free from all encumbrances by paying rents and taxes regularly to the authority concerned.

AND WHEREAS thus the Owners herein became the joint owners of the land measuring more or less 7 Cottahs 3 Chattaks 21 Sq.ft. (the split up of the land being :- land measuring 6 Cottahs 10 Chattaks 30 Sq.ft., comprised in C.S. Dag No. 672, R.S. Dag No. 634 appertaining to C.S. Khatian No. 151, R.S. Khatian No. 112 and land measuring 8 Chattaks 36 Sq.ft. comprised in R.S. Dag No. 621 appertaining to R.S. Khatian No. 419) together with 900 Sq.ft. R.T. Shed structure standing thereon comprised in R.S. Dag Nos. 634 and 621 appertaining R.S. Khatian Nos. 112 and 419 respectively of Mouza- Bademasur, J.L. No. 31, under P.S. Tollygunge then Jadavpur at present Patuli, District South 24-Parganas now within the limits of the Kolkata Municipal Corporation Ward No. 101, Premises Nos. 269, 288 & 290, Rabindra Pally, Block- D (hereinafter called the SAID PREMISES) fully described in the Schedule 'A' hereunder written.

AND WHEREAS with a view to develop the said land/premises mentioned in the Schedule "A" hereunder written after demolishing the existing structure and to have a new construction made on the land of the premises in accordance with a sanctioned plan to be obtained from the Kolkata Municipal Corporation, entered into this Agreement with "SIGN CONSTRUCTION", the Developer herein with the terms as mentioned herein.

ARTICLE- I

In these presents unless there is anything repugnant to of inconsistent with :-

- OWNERS shall mean the above named persons and their heirs, executors, administrators, legal representatives and assigns of the First Part.
- DEVELOPER shall mean and include "SIGN CONSTRUCTION", a Partnership Firm having its registered office at D/40/5, Rabindrapally, P.O. Baghajatin, P.S. Patuli, Kolkata- 700 086, duly represented by its Partners namely (1) SRI SUBRATA BHOWMICK, (2) SRI RAJENDRA BAITHA, (3) SRI SANJAY BOSE, (4) SMT. JULIE BOSE, includes all the partners, their heirs, executors, administrators, legal representatives and assigns.
- ADVOCATE shall mean and include Advocates whom the Developer may from time to time appoint as the Advocates for the project.
- PREMISES shall mean and include the piece and parcel of land measuring more or less 7 Cottahs 3 Chattaks 21 Sq.ft. (the split up of the land being :- land measuring 6 Cottahs 10 Chattaks 30 Sq.ft., comprised in C.S. Dag No. 672, R.S. Dag No. 634 appertaining to C.S. Khatian No. 151, R.S. Khatian No. 112 and land measuring 8 Chattaks 36 Sq.ft. comprised in R.S. Dag No. 621 appertaining to R.S. Khatian No. 419) comprised in R.S. Dag Nos. 634 and 621 appertaining R.S. Khatian Nos. 112 and 419 respectively of Mouza- Bademasur, J.L. No. 31, under P.S. Tollygunge then Jadavpur at present Patuli, District South 24-Parganas now within the limits of the

Kolkata Municipal Corporation Ward No. 101, Premises Nos. 269, 288 & 290, Rabindra Pally, Block- D.

- 6. NEW BUILDING shall mean and include the building to be constructed in the said Property as per the sanctioned building Plan or Plans to be sanctioned by the Kolkata Municipal Corporation at the cost of the DEVELOPER.
- 7. UNIT shall mean and include the flats, shops and/or spaces in the building intended to be built and/or constructed in the said premises to be occupied by the Flat Owners including Owner herein.
- 8 COMMON FACILITIES shall mean and include stair-cases, common passages, open spaces, water supply system, water, water pump and motor, septic tank, Electric lines, Land, Boundary walls, roof, main gate of the building, boundary wall with building and points at all common areas, overhead and underground water reservoir and drainage system, care-taker room and toilet as described in the Schedule 'D' herein below.
- 9 THE SANCTIONED PLAN would mean Plan of the new building to be sanctioned by the Kolkata Municipal Corporation and/or any other such competent authorities, as the case may be, including all its additions alterations and amendments.
- 10. SINGULAR shall mean and includes the plural and vice-versa.
- 11. MASCULINE shall include the feminine and vice-versa.
- 12. OWNERS' ALLOCATION SHALL MEAN: ALL THAT after completion of the said proposed building in all respect the Developer shall hand over to the Owners 50% out of total sanctioned F.A.R. together with forfeited amount of Rs. 13,00,000/- (Rupees Thirteen Lakh) only of which said Raja Baitha, the Owner No. 1 herein shall get

Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand) only after sanction the building Plan, Rajendra Baitha, the Owner No. 2 herein shall get Rs. 4,50,000/- (Rupees Four Lakh Fifty Thousand) only after sanction the building Plan, Smt. Ratna Naskar alias Ratna Baitha, the Owner No. 3 herein shall get Rs. 4,00,000/- (Rupees Four Lakh) only at the signing of this agreement and Sri Subrata Bhowmick, the Owner No. 4 herein shall get Rs. 2,00,000/- (Rupees Two Lakh) only after sanction the building Plan. The Owners and Developers allocation particularly described in the supplimentary agreement which will be executed after sanction the building plan from the Kolkata Municipal Corporation. the Owners' allocation has been described in the SCHEDULE 'B' below.

- 13. ALTERNATIVE ACCOMMODATION The Developer undertake to procure for the owners alternative accommodation from the date of sanctioning the building plan and the owners are compel to vacate the Premises within 30 (thirty) days, till hand over the possession of Owners' allocation. The Developer will dismantle the existing building at their own cost and sell all the old and existing materials of the building as the Developer will pay the rent Rs. 6,000/- only per month to the Owner No.1 Sri Raja Baitha & Rs. 4,000/- only per month to the Owner No. 3 Smt. Ratna Naskar alias Ratna Baitha until the completion and delivered the possession of Owners' allocation by the Developer.
- 14. SUBMISSION OF THE DOCUMENTS: At the time of agreement all the original deeds, tax receipt, documents, heirs certificate and all other related necessary papers in original shall be submitted by the Owners to the Developer and against this submission the Developer shall issue a proper receipt to the Land Owners for their documents. These documents are required for the sanction of plan of the building, execution of the building, selling of the flats of developer's allocation and all other allied jobs.

- 15. DEVELOPER'S ALLOCATION: ALL THAT piece and parcel of all other proposed the construction including flats, garage space, shop etc. of the proposed building except the OWNERS' ALLOCATION and the DEVELOPER'S ALLOCATION has been described in the SCHEDULE 'C' below.
- 16. SALEABLE SPACE shall mean the space which have fallen in the Developer's Allocation in the new proposed building available for independent use and occupation after making due provisions for the Owners' Allocation together with all proportionate common facilities and the space as required thereof.
 - 17. FORCE MAJURE shall mean flood, earthquake or riot, war, storm, tempest, civil commotion, strike, lock-out any Third Party's action and/or law suit and/or any other act or commission beyond the control of the Parties hereto.
 - 18. TRANSFER with its grammatical variation shall include transfer by possession and by any other mean adopted for effecting what is understood as a transfer of space in multistoried building to purchase thereof.
 - TRANSFEREE shall mean a person, Firm, Limited Company, Association of persons to whom any space in the building has been transferred.
 - 20. COVERED & BUILT UP AREA: shall mean covered area shall mean the area multiplication of length and breadth of the Flat or unit, measured wall to wall externally in both length and breadth side plus proportionate share of stair case with landing, plus proportionate share of caretaker room and toilet (service area) plus proportionate share of ground floor stair and landing over this/these to arrive at covered area.

The Owners are being desirous to develop the said PREMISES in the form of multistoried residential building in the said premises in the form of joint venture.

The Developer agreed to co-operate and develop the said premises of the owners at their own costs and expenses in the form of joint venture on the terms and conditions hereinafter contained.

ARTICLE- II COMMENCEMENT

The agreement shall deemed to have commenced with effect from the date of execution of these presents.

ARTICLE- III OWNERS' RIGHTS & REPRESENTATION

- The Owners are absolutely seized and possessed of and/or well and sufficiently entitled to the said property.
 - No other persons that the Owners have any claims, right, title and/or demand over and in respect of the said Property and/or any portion thereof.
 - There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling & Regulations) Act.
 - The Developer as well as the Owners shall collect individual clearance Income Tax
 if required in respect of their individual allocation.

ARTICLE- IV PROCEDURE

- DEVELOPER will get the said property measured and surveyed on behalf of the Owner and will pay all the necessary expenses.
- The OWNERS shall deliver the entire holding after sanctioned the building plan of the proposed building at the said premises to the DEVELOPER who shall erect the proposed building in the said holding/premises.
- The said property has not yet been amalgamated, the Developer herein do all the necessities to amalgamate the same and also paid the necessary Taxes to the concerned Authority.

- Some taxes may be dues for the said Property to the Kolkata Municipal Corporation and/ or other concerned authorities. These amount of due taxes will be paid by the OWNERS.
- The DEVELOPER shall take the sanction the building plan in connection with the said property as described in the Schedule 'A' hereunder written.
- After execution of this agreement the DEVELOPER shall take proper steps for the sanctioning the building plan in respect of the proposed project.
- 7. DEVELOPER will prepare all necessary documents, architectural Plan, structural design etc. and will submit the Plan in the name of the Owners before Kolkata Municipal Corporation and for the same the OWNERS shall give full Co-operation to the DEVELOPER without raising any objection.
- 8. After getting sanction of the building plan on proposed land area from the Kolkata Municipal Corporation, the DEVELOPER shall erect, construct and complete the said building within 24 (twenty four) months to be calculated from the date of obtaining sanctioned Plan from the Kolkata Municipal Corporation. Time is the essence of this agreement. It is noted that as soon as the building plan shall be sanctioned a written information for the construction work shall be sent to the LAND OWNERS by the DEVELOPER. The OWNERS shall then vacate the entire Holding within 15 days and delivered the same to the DEVELOPER.
- 9. At the time of construction of the new building the DEVELOPER can enter into an Agreement for sell or any kind of transfer rent or in any way deal with DEVELOPER'S ALLOCATION with any Third Party or Parties as absolute Ownership thereof, the OWNERS shall not interfere.
- 10. As soon as the new building shall be completed including the DEVELOPER'S ALLOCATION, the OWNERS shall execute the deed of conveyances, in respect of the DEVELOPER'S ALLOCATION together with in respect of the undivided

proportionate share of land and other common facilities in favour of the DEVELOPERS and/or their nominees.

11. From the date of taking over possession of the OWNERS' ALLOCATION, the OWNERS shall pay the proportionate share of maintenance and taxes on their allocation as mentioned in the Schedule 'B' below.

ARTICLE- V DEVELOPER'S RIGHT

- 1. The OWNERS hereby grant, subject to what has been hereunder provided, exclusive right to the DEVELOPER to construct the proposed building in the said premises and the DEVELOPER shall erect the new building thereon in accordance with the building Plan to be sanctioned by Kolkata Municipal Corporation at its cost.
- The DEVELOPER will be responsible to arrange the investment towards the construction of the entire proposed new building to be constructed in the said Premises.
- 3. The OWNERS shall give the DEVELOPER so mentioned other than exclusive licence to the DEVELOPER to commercially exploit the same in terms hereof and to deal with the DEVELOPER'S ALLOCATION in the new building in the manner hereinafter stated. The DEVELOPER can enter into an agreement for Sale, transfer, lease rent handover possession of or in any way deal with DEVELOPER'S ALLOCATION excluding the OWNERS' ALLOCATION and right as stated herein above in full. However, the OWNERS will be bound to sign as Confirming Party of the aforesaid agreement for Sale, transfer, lease rent between the DEVELOPER and any Third Party if required.
- 4. The DEVELOPER shall be exclusively entitled to DEVELOPER'S ALLOCATION in the new building with an exclusive right to sell or any kind of transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever

- of the Owner and the **OWNERS** shall not in any way interfere with or disturb the quiet and peaceful possession of the <u>DEVELOPER'S ALLOCATION</u>.
- 5. The decision of the DEVELOPER regarding the quality of the building materials shall be final and binding upon the Parties hereto. The such building materials shall be standard one. However, the OWNERS shall have the right of inspection the project from time to time if required.
- 6. The Owners will give all the original documents/papers to the Developer in time of execution of this agreement and also take a receipt from the Developer and the Developer shall also return all the documents/papers to the Owners after completion the construction work.

ARTICLE- VI CONSIDERATION

- The OWNERS have agreed to permit the DEVELOPER to exploit commercially
 the said property to construct and erected new building on the such land in
 accordance with the Building Plan to be sanctioned by the Kolkata Municipal
 Corporation.
- a) The DEVELOPER will prepare all necessary documents, Architectural Plan Structural design etc. and will bear all expenses for the above purpose.
- b) The DEVELOPER will submit the Plan in the name of the OWNERS before the Kolkata Municipal Corporation and obtain sanction from Kolkata Municipal Corporation and will bear all expenses for the above purpose.
- c) The DEVELOPER shall erect, construct and complete the new building and shall provide the OWNERS ALLOCATION to the OWNERS and all costs, charges and expenses shall be paid, borne and discharged by the DEVELOPER for the construction.
- d) The DEVELOPER hereby undertake to construct and complete the new building at the said premises within a period of 24 (Twenty Four) months to be calculated from

the date of obtaining the sanctioned Plan to be sanctioned from the Kolkata Municipal Corporation.

- The DEVELOPER shall erect the building as per sanctioned building plan.
- As soon as the new building shall be completed the DEVELOPER shall give written notice to the Owner for taking the vacant possession of the OWNERS' ALLOCATION in the new building as within mentioned and the OWNERS shall then take the possession in the said allocation of the OWNERS and since the date of taking over possession the OWNERS shall pay the proportionate taxes and maintenance cost for their allocation.
- g) The OWNERS shall execute the deed of Conveyance or Conveyances in respect of the flats etc., together with undivided proportionate share of the land which shall come under the DEVELOPER'S ALLOCATION in favour of either the DEVELOPER and/or their nominee or nominees at the time of getting possession of the OWNERS' ALLOCATION or thereafter when call for. The cost of the Deed of Conveyance will be borne by the DEVELOPER and/or their nominee or nominees.

ARTICLE- VII OWNERS' INDEMNITY

- OWNERS hereby undertakes that the DEVELOPER shall be entitled to the said construction and shall enjoy its allocated space without any interference.
- 2. The OWNERS shall be liable to meet up all previous outstanding and liabilities and Documentation including Kolkata Municipal Corporation Taxes in respect of the entire holding if any. But amalgamation cost and charges and other expenses during construction work of the venture are the liabilities in connection with the construction work shall be paid only by the DEVELOPER even at the time of construction work if any labour or mason or any man connected with the said venture dies due to accident OWNERS shall not be held responsible and liable to pay any compensation for the same.

- The OWNERS hereby agree and covenant with the DEVELOPER not to cause any interference or hindrance in the construction of the said new building at the said Property by the Developer.
- 4. The OWNERS 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 of the Developer allocated portion in the building after completion of the new building.

ARTICLE- VIII DEVELOPER INDEMNITY

- The DEVELOPER hereby undertake to keep the Owners indemnified against all third
 Party claims and actions arising our of any sort of act or commission of the
 DEVELOPER in or relative to the construction of the said new building.
- The DEVELOPER shall on completion of the new building put the OWNERS in undisputed possession together with all rights therein including proportionate rights in common to the common portion.

ARTICLE- IX MISCELLANEOUS

1. It is understood that from time to time to facilitate the construction of the new building by the DEVELOPER various deeds, matters and things herein specified may be required to be done by the DEVELOPER and for which the DEVELOPER may need the authority of the Owners and various applications and other documents may be required to be signed or made by the OWNERS relating to which specified provisions may not have been mentioned herein, the OWNERS hereby undertake to do all such acts, deed, matters and things that may be reasonably required to be done in the matter of proposed construction and the OWNERS shall sign and execute all such additions, applications, power of attorney and/or authorisation and other documents as the case may be to facilitate the construction of the new building. It is decided

that at the time of execution of this agreement, the **OWNERS** shall hand over all original title deed, paid up tax bill etc., to the **DEVELOPER**, immediate after completion of registration of all flat etc. on **DEVELOPER'S ALLOCATION** the same shall be handed over to the **OWNER** by the **DEVELOPER**.

- 2. The OWNERS herein empower the DEVELOPER to facilitate the construction work and also sell and transfer of all kinds of DEVELOPER'S ALLOCATION at the said Premises and by virtue of registered Power of Attorney which shall remain in force till the completion of project as well as completion of registration of DEVELOPER ALLOCATION the DEVELOPER shall sell or transfer their allocation to the intending Purchasers or in favour of their nominated persons and shall do all the acts for Kolkata Municipal Corporation such as sanctioning the building plan, modified or revised plan or sewerage or drainage plan and its connection and also take necessary connection of water, electricity connection in the said holding on behalf of the OWNERS and execute all papers, deeds, plans etc., and the DEVELOPER shall have right to advertise for sale or transfer their allocation to any third party or parties by virtue of this indenture and Power to be executed by the OWNERS in favour of the DEVELOPER.
- 3. The Parties hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.
- 4. The DEVELOPER shall deliver the OWNERS' ALLOCATION as within mentioned to the OWNERS within the stipulated period. If the Developer cannot deliver the Owners' allocation mentioned in the Schedule 'B' to the Owenr within the stipulated period then the Developer will pay Rs. 3,000/- (Rupees Three Thousand) per month as compensation money apart from the shifting charge.

- The OWNERS shall give full co-operation to the DEVELOPER for smooth running of the project in connection with the property.
- 6. The OWNERS hereby undertake that the DEVELOPER shall be entitled to the said construction and shall enjoy their space without interference or disturbances, provided the DEVELOPER perform and fulfil and all the terms and conditions herein contained and on their part to be observed and performed and it is decided by both the parties and it is also decided that this project shall be registered under Section 3 of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993 if required.
- 7. The DEVELOPER shall sell their Allocation to the intending Purchaser(s)) as described in the Schedule 'D' hereunder written alongwith common services as described in the Schedule 'C' hereunder written and the DEVELOPER shall have right to take full or part consideration sum against their Allocation as within mentioned on which the OWNERS shall not claim or demand.
- 8. The DEVELOPER shall erect the building as per specification as mentioned herein together with standard quality materials and at the time of construction and the OWNERS shall give full Co-operation to the DEVELOPER and as per DEVELOPERS necessities the OWNERS shall put their necessary signature and execute all the documents declarations and deeds to be required for the sanctioning the Building Plan in connection with the Property without raising any objection.
- That during the stipulated period if the OWNERS die his all the legal heirs shall have to abide by all the terms and conditions as within mentioned without raising any objection and then the fresh General Power of Attorney shall have to be executed by the legal heirs of the present OWNERS if required in favour of the DEVELOPER as and when they shall be informed; on the contrary if the proprietor/Developer dies during the stipulated period as within mentioned, the legal heirs of the proprietor/

Developer shall remain liable to complete the proposed construction and shall also abide by the terms and conditions of this agreement.

JURISDICTION: All courts, within the limits of Alipore, District South 24-Parganas and the High Court at Kolkata shall have the jurisdiction to entertain and determine all actions, suit and proceedings arising out of these presents between the parties hereto.

THE SCHEDULE "A" ABOVE REFERRED TO

(Description of Land and Property)

ALL THAT piece and parcel of land measuring more or less 7 Cottahs 3 Chattaks 21 Sq.ft. (the split up of the land being :- land measuring 6 Cottahs 10 Chattaks 30 Sq.ft., comprised in C.S. Dag No. 672, R.S. Dag No. 634 appertaining to C.S. Khatian No. 151, R.S. Khatian No. 112 and land measuring 8 Chattaks 36 Sq.ft. comprised in R.S. Dag No. 621 appertaining to R.S. Khatian No. 419) together with more or less 900 Sq.ft. R.T. Shed structure standing thereon comprised in R.S. Dag Nos. 634 and 621 appertaining R.S. Khatian Nos. 112 and 419 respectively of Mouza- Bademasur, J.L. No. 31, R.S. No. 17, Touzi No. 246, 1516-1518, Pargana- Khaspur, under P.S. Patuli, District South 24-Parganas now within the limits of the Kolkata Municipal Corporation Ward No. 101, Premises Nos. 269, 288 & 290, Rabindra Pally, Block- D.

BUTTED AND BOUNDED

On the North : 20 ft. wide K.M.C. Road.

On the South : Premises No. 145, Rabindra Pally.

On the East : 12 ft. wide K.M.C. Road and Premises No. 412, Rabindra Pally.

On the West : Premises No. 218 & 122, Rabindra Pally.

THE SCHEDULE "B" ABOVE REFERRED TO

(Owners' Allocation)

THE OWNERS shall get after completion of the said proposed building in all respect the Developer shall hand over to the Owners 50% out of total sanctioned F.A.R. together with forfeited amount of Rs. 13,00,000/- (Rupees Thirteen Lakh) only of which said Raja Baitha, the Owner No. 1 herein shall get Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand) only after sanction the building Plan, Rajendra Baitha, the Owner No. 2 herein shall get Rs. 4,50,000/- (Rupees Four Lakh Fifty Thousand) only after sanction the building Plan, Smt. Ratna Naskar alias Ratna Baitha, the Owner No. 3 herein shall get Rs. 4,00,000/- (Rupees Four Lakh) only at the signing of this agreement and Sri Subrata Bhowmick, the Owner No. 4 herein shall get Rs. 2,00,000/- (Rupees Two Lakh) only after sanction the building Plan. The Owners and Developers allocation particularly described in the supplimentary agreement which will be executed after sanction the building plan from the Kolkata Municipal Corporation

THE SCHEDULE "C" ABOVE REFERRED TO

(Developer's Allocation)

Save and except Owner's Allocation mentioned above, the rest area of the total F.A.R. i.e. 50% out of total F.A.R. together with proportionate share of land underneath the said Building, common users and facilities common roof right, common space, common passages whatsoever. The Developer shall be entitled to sell and/or dispose of and/or retain all other areas, spaces, common users and facilities and undivided proportionate share of land underneath the said Building of the sanctioned plan under his allocation except Owners' allocation mentioned in the Schedule 'B' herein before and the entire building shall be erected at the cost of the DEVELOPER as per maximum permissible law of the Kolkata Municipal Corporation along with all the common rights and facilities mentioned in the Schedule 'D'.

THE SCHEDULE "D" ABOVE REFERRED TO

(Common rights and facilities)

Pump and motor, Stair-case, common passage, mumpty roof, water lines, land, boundary wall, water tank and reservoir, fixtures and fittings, vacant space, roof and main entrance, gate, care-taker room and toilet shall be enjoyed by the OWNERS and also the intending Purchasers to whom the DEVELOPER shall sell the proposed construction.

THE SCHEDULE "E" ABOVE REFERRED TO

(Common Expenses to be Paid Proportionately)

Maintenance charges, common electric, repairing of building, litigation, expenses, charge of sweeper and durwan.

SCHEDULE OF WORK

(SPECIFICATION OF THE CONSTRUCTION)

1. FLOORS

The floors of bed rooms, living and dining room, kitchen, toilet,

balcony would be finished with marble.

2(A) TOILET

The wall of the toilet would be finished in Glazed tiles (8 inch x

12 inch) upto 6'-0" hight from the floor with concealed pipe

lines, for water supply. Also the toilet would be provided with

white colour Hindware Commode & Besin with reliance cistern

(white), low down C.P. shower, one towel rail rod of 2'-0" length

only, one Mixture tap would be provided.

2 (B) WATER CLOSET (W.C):

Wall would be finished in glazed tiles upto 4'-0" hight from

the floor with concealed pipe lines for water supply and it

would be provided with one white colour commode with low

down P.V.C. cistern, one water tap.

3. DOORS

All door frames would be made of salwood painted in colours. All

doors would be 32 mm thick flush doors fitted with standard fittings

(excepting locks). All doors would be painted in colours.

4 WINDOWS

All the window would be provided with glazed windows (sliding

5. KITCHEN

One Black Stone coocking platform fitted with black stone sink and workself (under the cooking platform). Upto 2'-6" plain white glazed tiles will be fitted on back wall of the cooking

window) with steel guard bar and would be finished in colour.

ELECTRICAL WIRING AND FITTINGS :

A) Full concealed wiring.

platform.

B) One electrical calling bell point.

C) Bed room would be provided with two light points, one fan point, one 5 Amp power point.

D) Living cum dining room would be provided with two light points, two fan point, one 5 Amp power point, one 15 Amp power point for fridge, one 5 Amp power point for Washing Machine.

E) One light point and one 15 Amp power point, two 5 Amp plug point for Acquaguard and exhaust fan in the kitchen.

F) One light point only in each toilet/W.C.

G) One light point & two 5 Amp plug point in the balcony.

WATER SUPPLY : Water would be supplied from over head tank from deep tube
 well with submarsible pump.

8. INSIDE WALL OF THE FLAT :

Paris in all inside-walls.

9. COLOUR OF THE BUILDING OUTSIDE :

Cement based colour outside walls of the building, staircase will be finished by lime wash.

10. ROOF: Roof Treatment shall be done by sika latex.

IN WITNESS WHEREOF the parties hereto have executed these presents the day, month and year first above written.

SIGNED, SEALED & DELIVERED

By the Owners and the Developer in presence of

WITNESSES:

1. Amitara Roy Alipone Police and, Kol!, 27.

Same not Chapabant Alipur S. F. Office 16el- DZ

Retna Wasker alel S Platma Better (PAN-BNWPB492IN) S. Lat Chart CPAN-ADDPB1421A

SIGNATURE OF THE FIRST PARTY/ OWNERS

SIGN CONSTRUCTION

Shot Bertner (PAN-ADDPB1421A

SIGH CONSTRUCTION

SIGN CONSTRUCTION

LPAN-AHPP130296D) (PAN-AINPB-3834e)

SIGNATURE OF THE SECOND PARTY/DEVELOPER



ADDL. DIST. SUB-REGISTRAR ALIPORE, SOUTH 24 PGS.

3 1 JAN 2014

Signature.....

MEMO OF CONSIDERATION

RECEIVED of and from within named Developer a sum of Rs. 4,00,000/- (Rupees

Four Lakh) only as an execution of this agreement by the following manner :-

DATE	CHEQUE	No.	BANK		AMOUNT
30/01/2014	285320	*	Bank of Maharastra, Garia Br.	Rs.	4,00,000/-
				Total Rs.	4,00,000/-

(RUPEES FOUR LAKH ONLY)

WITNESSES :-

Alipore Police and Kol : 24.

Same nath characters
Alipur D. R. Office
Wed-27.

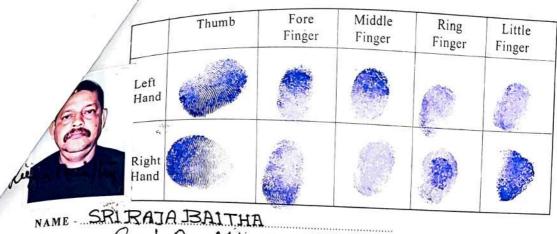
Retma Wosker alies Retma Boittuc (PAN-BNWPB49214)

SIGNATURE OF THE FIRST PARTY/ OWNER No. 3

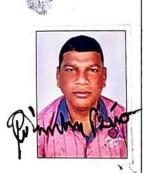
Drafted by:
Some noth Chakaaloonky
(SOMENATH CHAKRABORTY)
Deed Writer (ALP/130),
Alipore District Registrar Office
Kolkata-700 027.

Printed by :-

Pacif Bailya. (PRADIP BAIDYA) Sonarpur.



SIGNATURE Ray in Mailling



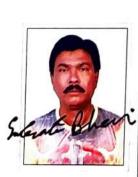
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NAME - SRI RAJENDRA BAITHA

SIGNATURE



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NAME SRI SUBRATA BHOWMICK SIGNATURE Shut Bher.





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Left Hand					
Right Hand					

NAME - SHT. JULIE BOSE.
SIGNATURE JULIE BOSE

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NAME -....

SIGNATURE

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NAME -

SIGNATURE



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
3 1 JAN 2014

Government of West Bengal Government of West Bengal Governue (Revenue (Revenue), Directorate of Registration and Stamp Revenue Office of the A.D.S.R. ALIPORE, District- South 24-Parganas of the Presentant

diana			
Marine of the Presentant	Photo	Finger Print	Signature with date:
ubrata Bhowmick 114, East Phulbagan, P. - Patuli, Kolketa, W. B., idia, Pin:-700086			headen
	31/01/2014	31/01/2014	2

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Sig	Signature of the person(s) admitting the Execution at Office.	ing the Execut	ion at Office.		1
Š	No. Admission of Execution By	Status	Photo	Finger Print	Signature
	Rajendra Baitha Address -40/5, Rabindra	Self			B. M. Mind
	Pally, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, west RENGAl India. Pin	2		117	Dominum Do
	:-700086		31/01/2014	31/01/2014	
N	Ratna Naskar Address -D /42 , Rabindra Pally P . S - Patuli, Kolkata,	Self	G io		Roma # Maskon
	W. B., India, Pin :-/uoudo	S.		LTI 21/01/2014	
		Jioo	31/01/2014	-02/10/10	
m	Raja Baitha Address -40/5, Rabindra o-10, Kolkata		P		(Tayle Berll
	Thanga: Jadavpur, Thanga: Jadavpur, District: South 24-Parganas,		4	III)
	-700086	2 3	31/01/2014	31/01/2014	
2	Subrata Bhowmick Address -5/14 , East	Self	T		01.481.
	Phulbagan , P . S Patuli, kolkata, W. B., India, Pin 700086			E	man man
			THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE OW		

ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. ALIPORE (Arnage Basu)

31/01/2014

31/01/2014

31/01/2014

person(s) dominant a concession of the person of the perso	of Execution By Status Photo Finger Print Signature	wmick wmick y. S Patuli, p. S Patuli, rinct:-South y. WEST BENGAL, 700086 31/01/2014 31/01/2014	itha Self Annum Painte Self tay. Avpur, avpur, 14-Parganas, LTI 31/01/2014 31/01/2014	Self Self Self Self Self Self Self Self	s, 31/01/2014 31/0	r of above Person(s) onty Office, District:-South BENGAL, India, Pin:-700027
LTI Sheet of Serial No. 2000, 2017, Decu No. (Book 1 , or the person(s) admitting the Execution at Office.	Admission of Execution By Status	Subrata Bhowmick Sddress -5/14 , East Phulbagan , P . S Patuli, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700086	Rajendra Baitha Address -40/5, Rabindra Pally, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin	Julie Bose Address -54, Baghajatin, Kolkata, Thana:-Jadavpur, P.O.:-Baghajatin, District:-South 24-Parganas, WEST BENGAL, India, Pin	35,	Name of Identifier of above Person(s) Somenath Chakrabrorty Alipur, Kolkata, Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin:-700027
	SI NO.	,	o	~	×	Name (Some) Some) Alipur, Parg

(Arnab Bysu)
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE



Government Of West Bengal Office Of the A.D.S.R. ALIPORE District:-South 24-Parganas

Endorsement For Deed Number: I - 00841 of 2014

(Serial No. 01056 of 2014 and Query No. 1605L00001906 of 2014)

On 31/01/2014

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. 4410.00/-, on 31/01/2014

(Under Article : B = 4389/- ,E = 21/- on 31/01/2014)

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 assessed at Rs.-50,82,073/-

Certified that the required stamp duty of this document is Rs.- 7021 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 2050/- is paid , by the draft number 841241, Draft Date 29/01/2014, Bank . Second Bank of India, SONARPUR, received on 31/01/2014

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

ALIPORE Presented for registration at 13.50 hrs on :31/01/2014, at the Office of the A.D.S.R. Subrata Bhowmick, one of the Executants.

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

Execution is admitted on 31/01/2014 by

- Thana:-Jadavpu: 40/5, Rabindra Pally, Kolkata, Thana:-Jadavpu ndia, Pin :-700086, By Caste Hindu, By Profession Rajendra Baitha, son of Ganesh Baitha , 40/5, District:-South 24-Parganas, WEST BENGAL, India,
 - Ratna Naskar Alias Ratna Baitja, wife of Pradip Kumar Naskar , D /42 , Rabindra Pally , P . S. Patuli Kolkata, W. B., India, Pin :-700086, By Caste Hindu, By Profession : House wife 2
 - Pally, Kolkata, Thana:-Jadavpur, District 24-Parganas, WEST BENGAL, India, Pin :-700086, By Caste Hindu, By Profession : Business Raja Baitha, son of Ganesh Baitha , 40/5, Rabindra es
- si. Subrata Bhowmick, son of Gobinda Chandra Bhowmick , 5/14 , East Phulbagan , P Kolkata, W. B., India, Pin :-700086, By Caste Hindu, By Profession : Business 4

(Arnab Basu)

EndorsementPage 1 of 2



Government Of West Bengal Office Of the A.D.S.R. ALIPORE District:-South 24-Parganas

Endorsement For Deed Number : I - 00841 of 2014

(Serial No. 01056 of 2014 and Query No. 1605L00001906 of 2014)

- Patuli, Kolkata, Partner, Sigh Construction, D /40/5, Rabindra Pally, P. S. -District:-South 24-Parganas, WEST BENGAL, India, Pln:-700086. Subrata Bhowmick u:
 - By Profession: Business Rajendra Baitha 0

P.O. :-Baghajatin

- Patuli, Kolkata,

--Baghajai

P.O.

P.O. :-Baghaja...

Patuli, Kolkata,

- Partner, Sigh Construcrtion, D /40/5 , Rabindra Pally , P . S. -District:-South 24-Parganas, WEST BENGAL, India, Pin :-700086.
 - , By Profession : Business
- 7
- Partner, Sigh Construction, D /40/5 , Rabindra Pally , P . S. -District:-South 24-Parganas, WEST BENGAL, India, Pin :-700086. , By Profession : Business
- Patuli, Kolkata, P.O. :-Baghajatin. Partner, Sigh Construction, D /408/5 , Rabindra Pally , P . S.-District:-South 24-Parganas, WEST BENGAL, India, Pin:-700086. œ
- Identified By Somenath Chakrabrorty, son of Late Dulal Chakrabrorty, Alipur, Kolkata, Thana:-Alipore. District:-South 24-Parganas, WEST BENGAL, India, Pin 1700027, By Caste: Hindu, By Profession of Latenary and Latenary an , By Profession: Business Deed Writer.

(Arnab Basu) ADDITIONAL DISTRICT SUB-REGISTRAR

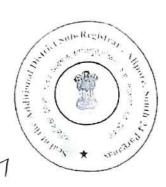
ADDITIONAL DISTRICT SUB-REGISTRAR (Arnab Basu)



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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 4 Page from 749 to 781 being No 00841 for the year 2014.



(Arnab Basu) 03-February-2014 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. ALIPORE West Bengal