

019/2021

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भारतीय नैर न्यायिक INDIA NON JUDICIAL

₹.5000

Rs.5000

पांच हजार रुपये

FIVETHOUSAND RUPEES

INDIA

पश्चिम बंगाल WEST BENGAL

053 000736872/2021

053038

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

1.

A.B.S.R. Jhargram

12 APR 2021

AGREEMENT FOR CREATION OF VESTED INTEREST UPON THE LAND BY THE PROMOTERS/DEVELOPERS.

THIS AGREEMENT FOR DEVELOPMENT OF LAND OF THE OWNERS BY THE PROMOTERS/DEVELOPERS.

is made on this 12th day of April, 2021, A.D

BY AND BETWEEN AND AMONGST

1. SRIMATYA TRIPTI DAS ADHIKARI, W/O. Late Asit Baran Adhikary, By Faith - Hindu, By Nationality - Indian, By Occupation - House - Wife, resident of Nutandih, Kalikrishna Majumder Road, within Jhargram Municipality, P.O., P.S. & Dist. - Jhargram, Pin - 721507, having her PAN Card No. - DFMPA6164M, hereinafter called to be one of the "LAND OWNERS" and shall be referred to as one of the part. (Which expression shall, unless excluded by or repugnant to the subject or context be demand to mean forbid by law, includes her legal heirs successors, survivors, legal representative and assignees as well).

Subrata Roy
Sumantha B. Saha

Tripti Das Adhikary
Sangeeta Adhikary

Kumar Ghosh
KUMAR GHOSH
ADVOCATE
NUTANDI, JHARGRAM
MEDINIPUR
MOBILE NO. 9870073001

12 APR 2021

2.



2. **SRI SOUGATA ADHIKARY**, S/O. Late Asit Baran Adhikary, By Faith - Hindu, By Nationality - Indian, By Occupation - Business, resident of Nutandihi, Kalikrishna Majumder Road, P.O., P.S. & Dist. - Jhargram, Pin- 721507, within Jhargram Municipality, having his **PAN Card No. - AGZPA1790Q**, hereinafter called to be one of the "LAND OWNERS" and shall be referred to as one of the same part (Which expression shall, unless excluded by or repugnant to the subject or context be demand to mean forbid by law, includes his legal heirs, successors, survivors, legal representative and assignees as well).
3. **SMT. SUSMITA ROY**, W/O. Alope Roy, By Faith - Hindu, By Nationality - Indian, By Occupation - House - Wife, resident of C/313/238, G.L.T. Road, within Baranagar Municipality, P.O. & P.S. - Baranagar, Dist. - North 24 Parganas, Kolkata - 700036, having her **PAN Card No. - DYLP4964Q**, hereinafter called to be one of the "LAND OWNERS" and shall be referred to as one of the part (Which expression shall, unless excluded by or repugnant to the subject or context be demand to mean forbid by law, includes her legal heirs, successors, survivors, legal representative and assignees as well).
4. **SMT. SARMITA DALUI**, W/O. - Ashok Dalui, By Faith - Hindu, By Nationality - Indian, By Occupation - House - Wife, resident of 30, Chandra Pathak Lane, within Bally Municipality, P.O. & P.S. - Bally, Dist. - Howrah, Pin - 711201, having her **PAN Card No. - DZEPD7825L**, hereinafter called to be one of the "LAND OWNERS" and shall be referred to as one of the part (Which expression shall, unless excluded by or repugnant to the subject or context be demand to mean forbid by law, includes her legal heirs, successors, survivors, legal representative and assignees as well).

HERE IN AFTER Called and referred to as "THE LAND OWNERS (Which expression shall, unless excluded by or repugnant to the subject or context be demand to mean forbid by law or otherwise, includes their heirs, successors, survivors, executors, legal representatives and assignees for the same) of the **FIRST PART.**

Smt. Kumar Ghosh
SILPA KUMAR GHOSH
 ADVOCATE
 NUTANDIHI, JHARGRAM
 DISTRICT MEDINIPUR
 DISTRICT MEDINIPUR
 DISTRICT MEDINIPUR

Soumita Roy
Sarmita Dalui
Ashok Dalui
Soumita Dalui



3.

AND



WHEREAS, "DEBSON CONSTRUCTION AND TRADING CO." A Registered Partnership Firm under Registrar of firm, Govt. of W.B., having its registered office at Raghunathpur, Jhargram, within Jhargram Municipality, P.O. & P.S. - Jhargram in the district of Jhargram, having it's PAN Card No. - AAGFD0573M, represented by it's Partners - 1. **SRI DILIP PAUL**, S/O. Late Rashik Chandra Paul, By Faith- Hindu, By Occupation- Business, By Nationality - Indian, having his PAN Card No. - AFWPP1813M, resident of Raghunathpur, Jhargram within Jhargram Municipality, P.O. & P.S. - Jhargram in the district of Jhargram, Pin. - 721507.

AND

2. **SRI PRADIP PAUL**, S/O. Late Rashik Chandra Paul, By Faith- Hindu, By Occupation- Business, By Nationality - Indian, having his PAN Card No. - AFWPP9783F, resident of Raghunathpur, Jhargram, within Jhargram Municipality, P.O. & P.S. - Jhargram in the district of Jhargram, Pin. - 721507. **THESE IN AFTER** Called and referred to as "**THE DEVELOPERS/PROMOTERS**" which expression shall, unless excluded by or repugnant to the subject or context be demand to mean forbid by law or otherwise, includes their heirs, successors, survivors, executors, legal representatives and assignees for the benefit of the OTHER PART.

AND

WHEREAS, **THE FIRST PART**, herein above in this Agreement are the present legal, lawful and absolute Owners to, the Land admeasuring 17 (Seventeen) Decimals, situated on L.R. Plot No. - 358,359, corresponding to R.S. Plot No. - 138, appertaining to R.S. Khatian No. - 9, L.R. Khatian No. - 844,845,846,847, in Mouza - Hutandihi, being J.L. No. - 363, under police station - Jhargram, within Jhargram Municipality, bearing holding Nos. - 713/639,713A/639, 713B/639,713C/639, in the district of Jhargram, have been maintaining their right, title and interest by exercising their possession, upon the said Land on making payment of Taxes & Rates to the Municipal Authority for the said holding, become ceased to possess, as have here to delivered possession unto and in favor of the Partners of the "Debson Construction And Trading Co." **THE OTHER PART** herein above for the purpose of Development and Promoting the said Land in creation of Vested Interest of the said **DEVELOPERS/PROMOTERS** for the purpose of Multi-Storied Building Complex both for Residential purpose and for Commercial purpose therein at the entire supervision and management by the aforesaid Partners of "DEBSON CONSTRUCTION AND TRADING CO." at their own capital investment and expenses for the same.

Saimita Roy
Saimita Gadei

Dr. Dipak Das Adhikari
Sangita Adhikari

Kumar Ghosh
KUMAR GHOSH
ADVOCATE
JAGANNATH, JHARGRAM
JAGANNATH MEDINIPUR
GREGORIAN NO. WB/200/2008

4.

AND

WHEREAS, the beloved father of the FIRST PART, Late Asit Baran Adhikary was the original owner of the said Land and house Building Property owned and acquired by unit of Deed of Sale Being No. -1268, dated 18.03.1965 with the office of the Sub-Registrar of Jhargram, executed by Smtya. Kanak Lata Barik, and said Asit Baran Adhikary, the father of the FIRST PART had passed away by leaving behind his wife,

Tripti Das Adhikary, son, - Sougata Adhikary and two married Daughters, - Susmita Roy and Sarmita Dalai, herein above the FIRST PART, survived and inherited the said land under this Agreement for Development, and the FIRST PART being the legal & Lawful Owners of the said Land as specifically mentioned in the SCHEDULE - "A" under this Agreement for Development, have hereto giving the said Land unto and in favor of the Partners of "DEBSON CONSTRUCTION AND TRADING CO." for the Development of the said Land by way of constructional works of construction of Multi-Storied Building Complex both for Residential purpose & for Commercial purpose for profitable gain and substantial interest of the parties to this Agreement.

AND

WHEREAS, THE OTHER PART, the Partnership Firm, "DEBSON CONSTRUCTION AND TRADING CO." represented by its Partners as named above, devoted themselves with the said business of constructional works of construction of Multi-Storied Building Complex as of Developers / Promoters having their goodwill and credential with the said business, above all knowing their loyalty and honesty, the FIRST PART, being the Owners of their Land as specifically mentioned in the SCHEDULE - "A" under this Agreement, approached their utmost desire to put their said Land for Development on Promoting by the Developers / Promoters and intending out of their said desires made alliance and negotiated with the OTHER PART, to which the Partners of the "DEBSON CONSTRUCTION AND TRADING CO.", the Regd. Partnership Firm, represented by its Partners agreed to the said proposal of the FIRST PART and in pursuance to the proposal and acceptance thereto, the OTHER PART, the Partners of "DEBSON CONSTRUCTION AND TRADING CO.", have got the said Land for such Development from the FIRST PART and going to construct the Multi-Storied Building Complex being the Vested Interest in Persons to the said land and such Development of Land by way of constructional works of construction would be taken by the OTHER PART in accordance with the plan to be sanctioned by the Municipal Authority of Jhargram or other competent Authority, by observing other Rules and Regulations there with as provided under the West Bengal Apartment Rules, on the terms & conditions as herein after contained. Provided that the old dilapidated house upon the demised Land will be demolished and dismantled by the Landowners at their own cost and should bound to remove all the refused articles or by the Developers and in that event, all such refused articles and fixtures with the old Building would be entitled to get those articles & fixtures fitted with the old Building and the Landowners shall not prefer any claim thereof.

Susmita Roy
Sarmita Dalai

Asit Baran Adhikary
Sougata Adhikary

SOHIT KUMAR GHOSH
ADVOCATE
HUTANDIHI, JHARGRAM
PASCHIM MEDINIPUR
INCLMENT NO. WB/200/2005

NOW THIS AGREEMENT FOR CREATION OF VESTED INTEREST UPON THE LAND UNDER AGREEMENT BY CONSTRUCTION OF MULTISTORIED BUILDING COMPLEX BY THE DEVELOPERS & PROMOTERS WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO on the following terms and conditions:-

ARTICLE- I, DEFINITIONS

1.1 OWNERS:- Shall mean Srimatya Tripti Das Adhikary, W/O. Late Asit Baran Adhikary, Sri Sougata Adhikary, S/O. Late Asit Baran Adhikary, both are residing at Nutandihni, Kalikrishna Majumder Road, P.O. , P.S. & Dist. – Jhargram, Pin. - 721507. & Smt. Susmita Roy, W/O – Sri Aloke Roy, residing at C/313/238, G.L.T. Road, P.O. & P.S. - Baranagar, Dist. – North 24 Parganas, Kolkata – 700036, Smt. Sarmita Dalai W/O. Sri Ashok Dalai residing at 30, Chandra Pathak Lane, P.O. & P.S. - Bally, Dist – Howrah, Pin.- 711201, and their legal heirs, successors and survivors and executors, administrator, legal representatives and assigns.

1.2 DEVELOPERS:- Shall mean "DEBSON CONSTRUCTION AND TRADING CO.", represented by its Partners 1) Sri Dilip Paul, 2) Sri Pradip Paul, both are the sons of Late Sukanta Chandra Paul, both are residing at Raghunathpur, Jhargram, P.O & P.S – Jhargram, District – Jhargram, Pin. – 721507, and includes their heirs, successors, survivors and legal representative and assigns.

1.3 TITLE DEEDS:- Shall mean all the Original Deeds, Documents & Court's Affidavit, Municipality Holding relating to the said Landed Property as of Raiyati Land free from all encumbrances having their good title.

1.4 LANDED PROPERTY PREMISES:- Shall mean ALL THAT piece and parcel of the Bastu Land measuring an area 17 (Seventeen) Decimals, more or less in L.R. Plot No. - 358,359, corresponding to R.S. Plot No. - 138, appertaining to R.S. Khatian No. - 9, L.R. Khatian No. - 844,845,846,847, in Mouza – Nutandihni, Being J.L. No. - 363, under police station – Jhargram, within the ambit of Jhargram Municipality, Bearing Holding Nos. - 713/639,713A/639, 713B/639,713C/639, Ward No. - 9, in the district of Jhargram, mentioned in the Schedule Property herein after written, together with all right of easements, common facilities and amenities annexed thereto, which has been specifically mentioned in SCHEDULE "A" hereunder.

1.5 PROJECT:- Shall mean the Development of Land by construction of the proposed Multi-Storied Building, up to any story/stories Building, for selling of the Flat Units, Shop Units, & Car Parking Units of the Building, as envisaged hereunder either for Commercial or for Residential purpose by the Developers / Promoters at their own cost, expenses, endeavor, management and workmanship.

Susmita Roy
Sarmita Dalai
Tripti Das Adhikary
Sougata Adhikary
SUSMIT KUMAR GHOSH
ADVOCATE
NUTANDIHI, JHARGRAM
PASCHIM MEDINIPUR
INSTRUMENT NO- WB/200/2005

1.6 BUILDING: - Shall mean the proposed Multistoried Building namely "SWAGATAM TOWER" to be constructed on the said Landed Property as per sanction plan to be sanctioned by the Jhargram Municipality or any other competent Authority as far as permissible thereto.

1.7 OWNER'S ALLOCATION: - Shall mean and has been mentioned in the SCHEDULE "B" hereunder written i.e. **Flat No. - "A"** on the **Second Floor**, at North/West side, measuring an area 911 (Nine hundred eleven) sq. ft. (more or less), including super built area, **Flat No. - "B"** on the **Second Floor** at North/East side, measuring an area 1100 (Eleven hundred) sq. ft. (more or less), including super built area, **Flat No. - "D"** on the **First Floor** at eastern side, measuring an area 1000 (One thousand) sq. ft. (more or less), including super built area, **Flat No. - "D"** on the **Third Floor** at eastern side, measuring an area 1000 (One thousand) sq. ft. (more or less), including super built area, and **One Shop - Room No. - "1"** in the **Ground Floor**, at North/East side, measuring an area of 210 (Two hundred ten) sq. ft. (more or less) including super built up area and **Nos. - 2 Four Wheeler Common Car Parking Space** measuring an area of 170 (One hundred seventy) sq. ft. each (more or less), including super built up area, in the Ground Floor of the Proposed Multistoried Building, and an amount of Rs. 30,00,000/- (Thirty Lac) only. Be it mentioned clearly specifying that the said amount of Rs. 30,00,000/- (Rupees Thirty Lac) only will be paid unto and in the hands of two sisters namely, **Susmita Roy and Sarmita Dalui** and each of them shall be entitled to Rs. 15,00,000/- (Rupees Fifteen Lac) only out of which Rs. 5,00,000/- (Rupees Five Lac) only would be paid to each of them at the point of time of Execution of this Agreement and Rs. 5,00,000/- (Rupees Five Lac) only would be paid to each of them after nine months from the date of obtaining sanctioned Building Plan from the statutory Authority, after that period and Rs. 5,00,000/- (Rupees Five Lac) only would be paid to each of them at the period of 30 (Thirty) months thereof positively from the date of starting the Foundation works of the Building and entire Rupees of 30,00,000/- (Rupees Thirty Lac) only shall be liquidated in this orders and manners. It is also further mentioned herein that if any further high rise construction shall be constructed by the Promoters/Developers at their own cost and expenses, in such event of high rise construction the Landowners shall be further entitled to get an consolidate amount of Rs. 7,00,000/- (Rupees Seven Lac) only more for further construction after G+4 Storied Building. It is also mention herein that, one of the Landowners namely **Sougata Adhikary** is now taking an amount of Rs. 10,00,000/- (Rupees Ten Lac) only in advance at his burning needs and necessary from the Promoters/Developers at the time of execution of this Agreement and said amount would be repaid by the Sougata Adhikary to the Promoters/Developers at the point of time of delivery of possession of his allocated Car Parking/Four Wheeler common Garage Space within this Multistoried Building Complex. It is also pertinent to mention that, if the actual measurement of the allocating Flats after having been constructions of the Multistoried Building

Susmita Roy
Sarmita Dalui

Sougata Adhikary
Sougata Adhikary

Complex shall be found in less than the actual measurement denoting hereof the Developers/Promoters shall be bound to make payment money against diminish area at the rate of the then market price to the Landowner namely Sougata Adhikary. Similarly, if the area of allocating Flats would be found is an excess area than that of allocating area, in such event, the Landowner, Sougata Adhikary shall be bound to make payment for that excess area of Flat at the rate of the then market price to the Developers/Promoters for such area only.

1.8 DEVELOPERS ALLOCATION: - Shall mean and has been mentioned in the SCHEDULE "C" hereunder i.e. save & except Flat No. - "A" on the **Second Floor**, at North/West side, measuring an area 911 (Nine hundred eleven) sq. ft. (more or less), including super built area, Flat No. - "B" on the **Second Floor** at North/East side, measuring an area 1100 (Eleven hundred) sq. ft. (more or less), including super built area, Flat No. - "D" on the **First Floor** at eastern side, measuring an area 1000 (One thousand) sq. ft. (more or less), including super built area, Flat No. - "D" on the **Third Floor** at eastern side, measuring an area 1000 (One thousand) sq. ft. (more or less), including super built area, and **One Shop - Room No. - "1"** in the **Ground Floor**, at North/East side, measuring an area of 210 (Two hundred ten) sq. ft. (more or less) including super built up area, Nos. - **2. Four Wheeler Common Car Parking Space**, measuring an area of 170 sq. ft. each (One hundred seventy) sq. ft. (More or Less), including super built up area, in the **Ground Floor** the Promoters/Developers shall be entitled to the remaining entire portion of the proposed Multistoried Building namely "**SWAGATAM TOWER**".

1.9 COMMON FACILITIES & AMENITIES:- Shall include path and passage within the Landed Property, stair ways, passage way, pump space, overhead water tank, underground water reservoir, roof, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and /or management of the Building and Land there under or mutually agreed upon by the Owners of Units/Floors/Flats/Spaces which has been specifically been described in the SCHEDULE "D" hereunder written upon which Land Owners shall no longer related with the same and should not prefer any claim thereto.

1.10 SUPER BUILDUP AREA: - Shall mean Units/ Floors/ Flats spaces, in the Building available for independent use and occupation after making due provisions for common facilities.

1.11 COMMON EXPENSES: - Shall mean and include the purpose of maintaining the said Landed Property and the proposed Building in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the Developers, the Owners of the Flats/Units their nominees

Susmita Ray
Saronita Saha

Asif Zor Hossain
Angela Adhikary

including the Purchaser/s and the common use and enjoyment thereof, which has specifically been mentioned in the SCHEDULE "E" hereunder.

1.12 THE ARCHITECT: - Shall mean a company or person, who will be appointed / has been appointed by the Developers and shall design and plan of the Building on the said Landed Property and obtain the required sanction for construction of such Building from the appropriate authorities and such power to give appointment shall remain vested with the Partners of "Debson Construction And Trading Co."

1.13 BUILDING PLAN: - Shall mean plan to be prepared by the Architect for the construction of the Building and to be sanctioned by Jhargram Municipality and /or any other Competent Authorities as the case may be applicable time to time will in force under the Land thereto, provided that the Site Plan for the said works of construction would be submitted by the Landowners through the Developers and said Site Plan will be sanctioned in the names of the Landowners by the Authority concern.

1.14 TRANSFEROR: - Shall mean the "Debson Construction And Trading Co." who intend to sell the Flats/Shops/Car Parking Spaces and allotted to them respectively, to the intending Buyer/ Buyers together with undivided proportionate share of the Land and right to use the common space in the proposed Multistoried Building and the Deed/Deeds of Sale be executed by the Partners in favor of intending Purchaser/Purchasers

1.15 TRANSFEREE: - Shall mean the Person, Firm, Limited Company or an Association or persons to whom Units/Flats/Floors/Spaces/Car Parking Spaces in the Building has been transferred.

1.16 TRANSFER:- Shall mean with its grammatical variation shall include transfer by possession and by any other means adopted for effecting, what is legally a transfer of Flats, Shops, Car Parking Space in the proposed Multistoried Building to the Purchasers thereof and such transfer shall remain validates and effective made by the Vested Interested Persons i.e. Developers/Promoters.

1.17 NOTICE: - Shall mean and include all notice to be served hereunder by either of the Parties to the other and shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto.

1.18 WORDS: - Imparting singular shall include plural and vice-versa and the words importing masculine and general shall include and similarly words importing neutral gender shall include masculine and feminine gender.

Susmita Roy
Sarmita Gali

Prati Anshu K...
Sangeeta Ghosh

ARTICLE-II, COMMENCEMENT

2.1 This Agreement shall be deemed to have commenced with effect from the date of execution thereof and shall remain in force for ever and shall be binding upon the Parties includes the legal heirs, successors, survivors, and representatives of the Parties to this Agreement for Development.

ARTICLE - III, OWNER'S RIGHT & REPRESENTATION

3.1 The Owners hereto absolutely seized and possessed of and /or well and sufficient entitled to ALL THAT piece and parcel of the Land, which has been specifically described in the SCHEDULE "A" hereunder written together with all right of easements, common facilities and amenities annexed thereto.

3.2 Save & Except the Owners nobody else has or have any right, title, interest, claim and demand whatsoever or howsoever in respect of the said Landed Property and delivery of peaceful possession of said Land handed over to the Developers/Partners for creation of Vested Interest thereof in view of Section 19 of the Transfer of Property Act.

3.3 The said Landed Property is free from all encumbrances, charges, liens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever and the Owners declare that no notice from the Government or any Local Body or Authority including the Municipality has been received by or served upon the Owners or any person interested in the said Property.

3.4 The Owners has no excess Vacant Land within the meaning of the Urban Land Ceiling and Regulation Act, 1976.

3.5 Since execution of this Agreement if any litigation/dispute arise regarding any right, title and interest in respect of the said Landed Property, then the Owners shall be liable for the defending same and it will be the responsibility of the Owners to sort out the litigation at their own arrangement and expenses within the tenure of ongoing constructional works of construction but since thereafter, every liabilities and responsibilities to resolve the dispute and problems shall be divested upon the Developers/Promoters being Vested Interest Person.

3.6 The Owners further agree and undertake to indemnify and compensate the Builders/Developers/ Promoters for any loss or liabilities that the Builders may incur by reason of any declaration or representation of the Owners being found to be incorrect or invalid or untenable at any point of time particularly in respect of constructional works of construction of Multistoried Building Complex thereon.

Signature of Advocate
BLAJIT KUMAR GHOSH
 ADVOCATE
 MUTANDINI, JHARGRAM
 PASCHIM MEDINIPUR
 ENROLLMENT NO- WB/200/2005

Signature of Roy
Susmita Roy
Sovanita Roy

Signature of Achikari
Tripura Achikari
Sengela Achikari

3.7 The Owners have not sold, entered into any Agreement for Sale and or Development or any other Agreement whatsoever or howsoever in respect of the said Landed Property prior to this Agreement to any other person/persons or any firm and or anybody corporate.

3.8 The Owners mutated their names in the records of the Jhargram Municipality and Government Records.

3.9 The said Landed Property is not subject to any notice or acquisition or requisition and not been vested to the State Authority.

3.10 The Owners are giving liberty to the Developers/Promoters to construct / erect the Building Complex upon the said Landed Property, which has been specifically described in the SCHEDULE "A" hereunder written together with all right of easement, common facilities and amenities annexed thereto and the delivery of possession already made over to Developers/Promoters with every right to dealing with the said Land.

3.11 The Owners have hereto handed over possession of the said Landed Property to the Developers/Promoters for construction of the proposed Multistoried Building in accordance with the sanction plans, already sanctioned/or to be sanctioned by Jhargram Municipality or other Competent Authorities on execution of this Development Agreement and the Owners shall/will also help and assist the Developers/Promoters in this regard and shall no longer raised any objection for the same.

3.12 The Developers/Promoters has liberty to extension of Floors of the Multistoried Building, after getting proper sanction/ permission of the Jhargram Municipality and the other Competent Authority and to erect/construct the said Floors in accordance with the modified sanctioned Building plan by Concerned Authority, In that event the Land Owners shall co-operate with the Developers/Promoters for the purpose of construction / development / erection of the said extension of Floors of the Multistoried Building in all respects. The Owners shall not claim/ be eligible for any share in the extended Floors, save and except the allocation specifically mentioned in the SCHEDULE "B" hereunder written.

ARTICLE- IV, DEVELOPER'S RIGHTS

4.1 The Owners hereby grant exclusive right to the Developers/Promoters to develop the said Landed Property by way of constructing Multistoried Building Complex thereon in accordance with the Building Plan, already sanctioned / or to be sanctioned by Jhargram Municipality or other Competent Authorities with or without any amended and /or modification thereto made or caused to be made by the Developers/Promoters thereto.

Susmita Roy
Saronita Gola

Sanjay Ashikari
Sangeet Ashikari

4.2 The Developers/Promoters shall pay and bear all expenses towards Sanction of Plan, Building materials, Lawyer's fees and all constructional charges of the new Building and to complete it in all respects at its own costs or the cost of the intending Purchaser or Purchasers including Architect fees, charges, expenses required to be paid or deposited for the purpose of Development of the said Landed Property.

4.3 It is made clear that save and except the share and allocation of the Owners as mentioned in the SCHEDULE "B" hereunder written, entire all other Units/ Floors/ Flats/Lift area/Shops/ car parking spaces will be the property of the Developers/Promoters herein and if the Developers/Promoters so desire, it could be disposed of by themselves to the Prospective Buyers at any consideration or price at the sole discretion of the Developers/Promoters.

4.4 The Developers/Promoters shall have right to publish advertisement or hoarding at any place or the site to draw the attention of the Prospective Buyers of the Units / Floors / Flats /Shops / Car-Parking Spaces / Spaces of the proposed Multistoried Building at their own choice.

4.5 The Developers/Promoters shall have liberty to construct the Building upon the said Landed Property as has been specifically described in SCHEDULE "A" hereunder written with all rights of easement, common facilities and amenities annexed thereto

ARTICLE - V, CONSIDERATION

5.1 In Consideration of the Development Agreement, the Owners have agreed to grant exclusive right of Development of the said Landed Property to the Developers/Promoters In lieu' of the said Landed Property, the Developers/Promoters agree and /or undertake to give Flat No. - "A" on the Second Floor, at North/West side, measuring an area 911 (Nine hundred eleven) sq. ft. (more or less), including super built area, Flat No. - "B" on the Second Floor at North/East side, measuring an area 1100 (Eleven hundred) sq. ft. (more or less), including super built area, Flat No. - "D" on the First Floor at eastern side, measuring an area 1000 (One thousand) sq. ft. (more or less), including super built area, Flat No. - "D" on the Third Floor at eastern side, measuring an area 1000 (One thousand) sq. ft. (more or less), including super built area, and One Shop - Room No. - "1" in the Ground Floor, at North/East side, measuring an area of 210 (Two hundred ten) sq. ft. (more or less) including super built up area, Nos. - 2. Four Wheeler Common Car Parking Space, measuring an area of 170 sq. ft. each (One hundred seventy) sq. ft. (More or Less), including super built up area, in the Ground Floor within the proposed Multistoried Building, and the amount of Rs. 30,00,000/-

Roy
Susmita
Sarmita

Tripathi
Das Adhikari
Bhargava Adhikari

(Thirty lac), and said amount of Rs. 30,00,000/- (Rupees Thirty Lac) would be paid to Susmita Roy and Sarmita Dalui within periodical 3 (Three) installments as mentioned hereinabove in the Articles of Owners Allocation No. 1.7. In lieu of leaving aside of allocation of any Flat or Commercial Unit within the Multistoried Building Complex.

5.2 The Developers will be entitled to get entire allocation of the proposed Multistoried Building save & except the allocation of the Owners which has been specifically mentioned in the SCHEDULE "C" hereunder written.

ARTICLE-VI, POSSESSION

6.1 The Owners shall make over possession of the said Landed Property on the date of execution of this Development Agreement. The Owners shall give free quiet, peaceful and unencumbered possession of the Land to the Developers/Promoters simultaneously.

6.2 The Developers/Promoters after obtaining possession of the said Landed Property from the Owners shall issue a Certificate indicating therein that it has obtained possession to the said Landed Property from the Owners in terms of this Development Agreement and for the purpose mentioned herein.

6.3 The Builders/ Developers shall be exclusively entitled and authority and power to sell out with exclusive right to transfer or otherwise deal with or dispose of the same without however prejudicially affected their interest without any right, claim or interest therein whatsoever of the Owners and the Owners shall not interfere with or disturb the quiet and peaceful possession of the Builders /Developers save & except to power their claim of allocated areas and the amount of Rs. 30,00,000/- (Rupees Thirty Lac) only.

ARTICLE - VII, PROCEDURE

7.1 The Owners shall also grant proper authority to the Developers/Promoters and /or their nominee or nominees by giving a Registered Irrevocable General Power of Attorney, which is required by the Developers/Promoters for the purpose of selling out the undivided proportionate share of the Land to the intending Purchasers through Deed of Conveyance/s and Agreement for Sale/s, sign and execute all necessary papers, deeds, documents, plans and any documents of the Municipality and other Competent Authorities for the purpose of Development of the said Landed Property and represent the Owners for all purpose in connection with appropriate works before the appropriate authorities provided however the same shall not create any financial liabilities upon the Owners for the said proposed Multistoried Building.

Susmita Roy
Sarmita Dalui

Amal Kumar Ghosh
Sankar Ghosh

7.2 Apart from the Registered Irrevocable General Power of Attorney, the Owners do hereby undertake that they shall execute as and when necessary all papers, deeds, documents, plans etc. for the purpose of Development of the said Landed Property if necessary.

7.3 The Owners shall have to hand over the original title deeds and other documents relating to the title of the said Landed Property to the Partners of "Debson Construction And Trading Co." at the time of registration of this Development Agreement.

ARTICLE -VIII, DEALINGS OF SPACES IN THE BUILDING

8.1 The Developers/Promoters shall on completion of the proposed new Multistoried Building as per this Agreement, and thereafter the Developers/Promoters will transfer to the Purchaser/s by executing Sale Deed at their choice and wish.

8.2 The Owners shall have no right, title interest and/or authority to deal with any portion of the Proposed Building for transfer to intending Purchaser/Purchasers, such right to transfer absolutely vested upon the Developers/Promoters.

8.3 Save & except the Owners allocation and an amount of Rs.30,00,000/- (Rupees Thirty Lac) only, which is mentioned in the SCHEDULE "B" of the total constructed areas will be the exclusive Developer's Vested Interest Property with the exclusive right to dispose of the same in any manner whatsoever, and the Promoters / Developers shall have every right to use the papers including Pan Card in our names, which are to be necessary for disposal of transaction by Deed.

8.4 The Developers/Promoters being the Party of the OTHER PART and having effectual right becomes Vested Interested Person shall be at liberty with exclusive right and authority to negotiate for sale of Units/ Floors/ Flats /Shops/ Car Parking Space/Spaces together with proportionate share of Land as mentioned herein before of the said Proposed Multistoried Building on the said Landed Property with any prospective Buyer/s at any time after execution of this Development Agreement at such consideration and on such terms and conditions as the Developers/Promoters shall think fit and propr. It is clearly agreed and declared by the Parties herein that the consideration money for such transfer/s as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the Developers/Promoters and the owners will have no right thereto. The Owners will be entitled to get an amount of Rs.30,00,000/- (Rupees Thirty Lac) only and the allocated portion only of the said Proposed Multistoried Building, which is clearly mentioned in the SCHEDULE "B."

Roy
Susmita
Saronita Saha

Debson
Adhikari
Sangita Adhikari

SUNIT KUMAR GHOSH
ADVOCATE
DETFANDIHI, JHARGRAM
PASCHIMA MEDINIPUR
ENCLIMENT NO- WB/200/2005

8.5 The Developers/Promoters shall be entitled to enter into Agreement for sale or transfer in respect of Flats /Shops/Car Parking units on the basis of this Development Agreement for Development of the Land of the Owners. However, that such dealing shall not in manner fasten or creates any financial and legal liability upon the Owners. The Developers/Promoters would be entitled to handover possession such Flat/Shops/Car Parking Units and /or execute and register the Deed of Conveyance to the intending Purchaser/s and /or nominee selected by the Partners of "Debson Construction And Trading Co."

8.6 The costs of Agreement for sale, Deed of Conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the Purchaser/Purchasers thereof.

ARTICLE -- IX, BUILDING

9.1 The Developers/Promoters shall at its own costs construct erect and complete the Building at the said Landed Property in accordance with the sanction plans with such materials and with such specification as are mentioned in the SCHEDULE "F" hereunder written and as may be the architecture from time to time.

9.2 Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the Parties hereto provided which are in no way inferior to the standard as mentioned in the Municipal Building Laws.

9.3 The Developers/Promoters shall install and erect in the said Building at the Developers' own costs a standard new pump set, overhead reservoir, electric wiring, fittings, lift and other facilities as are required to be provided in the Building having self contained Units/Floors/Flats/ Shops/ Car Parking space/ other Spaces/ Lift area and constructed for sale of Units/ Floors/Flats/Car parking space/Lift area/other Spaces herein on ownership basis.

9.4 The Developers shall apply for and obtain quotas, entitlements and other allocations for cement, all types of steels, bricks other building materials and accessories for the construction of the Building and to similarly apply for and obtain temporary and permanent connections of water, electricity, drainage, sewerage and/or other facilities, if any available to the new Building and other inputs and facilities required for the construction of enjoyment of the Building.

9.5 The Developers shall at their own costs and expenses and without creating any financial or other liability to the Owners, construct and complete the said proposed Multistoried Building with various Units/Floors/Flats/Shops /Car Parking Spaces therein in accordance with the Sanctioned Building Plans.

Ujit Kumar Ghosh

UJIT KUMAR GHOSH
ADVOCATE
NUTANDIHI, JHARGRAM
PASCHIM MEDINIPUR
ATTORNEY NO. 148/200/2005

Susmita Roy
Susmita Ghosh

Sanjib Kumar Das
Sanjib Kumar Das

9.6 All costs, charges and expenses including Architect's fees shall be discharge and paid by the Developers and the Owners will have no responsibility in this context to the Architect.

9.7 Be it specified that the name of the proposed Multistoried Building shall remain as "SWAGATAM TOWER"

ARTICLE - X, COMMON FACILITIES

10.1 The Developers shall pay and bear all Property taxes and other dues and outgoing in respect of the Building accruing due and as and from the date of execution of the Development Agreement subject to handing over peaceful Khas Possession of the Landed Property, to the Developers.

10.2 The Owners shall not do any acts deeds or things whereby the Developers/Promoters shall be prevented from construction and completion of the said Multistoried Building as per approval plan.

10.3 Both the Developers/Promoters and Owners herein shall enjoy their respective allocation in the said Multistoried Building forever with absolute right of alteration, transfer, gift, lease etc. and such rights of the Parties in no way could be taken off or infringed by either of the Parties under any circumstances for disposal of said Flats / Other Units by the Developers/Promoters.

ARTICLE XI, COMMON RESTRCITION

The Proposed Multistoried Building shall be subject to the same restrictions and use as is applicable to the Developer's/Promoter's in the Building intended for common benefits of all Occupiers of the Building which shall include the follows:-

11.1 Neither Party shall use or permit to the use of the respective Flats/Other Units in the Building or any portion thereof for carrying on any abnoxious, illegal and immoral trade or activity not use thereof for any purpose which may cause any nuisance or hazard to the other Occupiers of the Multistoried Building.

11.2 Neither Party shall demolish or permit demolition of any wall or other structure in their respective portion or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.

11.3 The proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area of each of their respective possession.

Roy
Susmita
Sarmita

Dr. Anil Kumar
Sengupta

11.4 Both Parties shall abide by all laws, bye laws, rules and regulations of the Government, Statutory Bodies and/or Local Bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws bye-laws, rules and regulations.

11.5 The Respective Purchasers shall keep in good condition the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenance and floor and ceiling etc. in each of their respective Purchasers in their Building in good working condition and repair and in particularly so as not to cause any damage to the Building or any other Space or accommodation therein and shall keep the other or them and/or the Occupiers of the Building indemnified from against the consequences of any breach.

11.6 Neither Party shall do or cause or permit to be done any act, things which may render void and voidable and insurance of the Building or any part thereof and shall keep the other Occupiers of the said Building harmless and indemnified from and against the consequences of any breach.

11.7 No goods or other items shall be kept by the Purchasers for display or otherwise in the corridors or other places of common use in the Building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the Building.

11.8 None of the Purchasers shall throw or accumulate any dirt, rubbish, waster or refuse or permit the same to be thrown or accumulated in or around the Building or in the compounds, corridors and any other portion or portion of the Building.

11.9 Either of the Parties shall permit other's agents with or without workmen and others at all reasonable times to enter into any upon the each Party's Flats/Units and each Party thereof for the purpose of maintenance or repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any common facilities and /or for the purpose of pulling down maintenance repairing and testing drains gas and water pipes and electric wires and for any similar purpose.

ARTICLE - XII, OWNER'S OBLIGATIONS

12.1 The Owners doth hereby agree and convents with the Developers/Promoters not to cause any interference or hindrance in the lawful construction of the said Building at the said Landed Property by the Developers. If any unreasonable interference or hindrance is caused by the Owners or their agents, servants, representatives causing hindrance or impediment to such construction the Owners will be liable for damages.

Sujit Kumar Ghosh
SUJIT KUMAR GHOSH
 ADVOCATE
 MIYANDIHI, JHARGRAM
 PASCHIM MEDINIPUR
 DOCUMENT NO- WB/200/2005

Samita Roy
Samita Ghosh

Sujit Kumar Ghosh
Sujit Kumar Ghosh

12.2 The Owners do hereby covenant with the Developers/Promoters not to do any acts, deeds or things whereby the Developers may be prevented from selling, assigning and /or disposing of any of the portion in the Building at the said Landed Property in favor of the intending Buyers of Units/Flats/Spaces in the said Building, so far the Developers fulfill its obligations and covenant contained herein.

12.3 The Owners doth hereby agree and covenant with the Developers to let out grant, lease, mortgage and/or charge or part with possession of the said Landed Property or any portion thereof from the date of execution of this Development Agreement.

12.4 The Owners herein will have no right, authority and power to terminate and/or determine this Development Agreement within the stipulated period of construction and sale of Residential Flats/ accommodations of the said Building. It is recorded herein that the completion period of the proposed Building by the Developers shall be 24 (Twenty four) months from the date of starting constructional works of the Building, and grace period shall be for 06 (Six) months. In case the construction of the Building is not completed within the period of 30 (Thirty) months due to force majeure or any other unforeseen reason which is beyond the control of the Builders, the time for completion of the construction of the Building shall be extended by mutual discussion of the Owners and the Builders / Developers for further period of one year and the Landowners shall no longer be raised any manner of objection thereof for constructional works of constructions.

12.5 The Owners herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said Landed Property/Lands or any portion thereof henceforth for all times to come after execution of this Agreement.

12.6 The Owners hereto without being influenced or provoked by anybody do hereby categorically states that the Developers start the construction of the said proposed Multistoried Building exclusively at their own cost arrangement and risk in as much as without having any financial participation and /or involvement on the part of the Owners hereto, Owners henceforth for all times to come shall not raise any claim and /or press for any extra benefits and /or amount in terms of the Irrevocable General power of Attorney, although, otherwise mentioned thereof and the Developers shall be a liberty to receive any amount from any Purchaser/Purchasers in their own names and to appropriate the said sale proceeds of the Units/Flats/Floors/Spaces of the said Building at his sole discretion without having any attachment thereon of the Owners hereto save & except their preferential rights of allocated areas and an amount of Rs. 30,00,000/- (Rupees Thirty Lac) only.

Adv. Anil Kumar Ghosh
ANIL KUMAR GHOSH
 ADVOCATE
 HUFANDIHI, JHARGRAM
 PASCHIM MEDINIPUR
 AGREEMENT NO. WB/200/2005

Susmita Roy
Sarmita Dahi

Dr. Anil Kumar
Dr. Anil Kumar

18 Months

12.7 The Owners doth hereby agree to pay Rs. 40,000/- (Rupees Forty thousand) only (for per Electric Meter), as cost relating to the cost of installation of Transformer and Electric Meter.

12.8 The Owners do hereby agree with the Developers/Promoters that if any disputes and /or litigation arise in respect of the said Landed Property, during the period of Agreement, the time for completion of construction of the Building should be extended accordingly and the construction works will remain suspended till the dispute and/or litigation is sorted out.

ARTICLE - XIII , DEVELOPERS OBLIGATIONS

13.1 The Developers hereby agree and covenants with the Owners shall be entitled to get an amount of Rs. 30,00,000/- (Rupees Thirty Lac) only and the allocated areas of the Proposed Building and the Developers should bound to make payment and hand over the allocated portion of the proposed Multistoried Building.

13.2 The Developers hereby agree, covenants with the Owners not to violate or contravene any of the provisions of rules applicable to the construction of the said Multistoried Building.

13.3 The Developers shall obtain completion certificate from Jhargram Municipality or other competent Authorities, if applicable, within 18(Eighteen)) months from the date of handing over the possession of the Flats and other Units unto the Purchaser/Purchasers.

13.4 The Developers at its own cost and expenses shall construct the proposed Multistoried Building on the said Landed Property mentioned in the SCHEDULE "A" after demolishing the existing building or obstruction either by the Landowners themselves at their own cost and expenses or by the Developers at their cost but in that event the Developers/Promoters shall be entitled of taking away all the refused articles and fixtures with the said building.

ARTICLE - XIV. OWNER'S INDEMNITY

14.1 The Developers hereby undertake that the Developers shall be entitled to the said construction and shall enjoy it entirely and exclusively without any interference or disturbances on the part of the Owners. The Owners hereby undertake to keep the Developers indemnified against all claim, action, suit, cost and proceedings if any, arise in this Property due to the defects in the title of the Owners, in respect of the said Landed Property.

Sumita Ray
Sarmita Datta

Dr. Ashikari
Sangeeta Ashikari

SUJIT KUMAR GHOSH
ADVOCATE
MUTANDIHI, JHARGRAM
PASHCHIM MEDINIPUR
ENROLLMENT NO- WB/200/2008

ARTICLE – XV, DEVELOPER'S INDEMNITY

15.1 The Developers hereby undertake to keep the Owners indemnity against all third party claim and actions arising out of the any sort of act or accident or omission or commission of the Developers in relation to the making of construction of the said Multistoried Building.

15.2 The Developers hereby undertakes to keep the owners indemnity against all actions, suits, costs, proceedings and claims that may arise out of the constructional works of the Multistoried Building Complex with regard to the Development of the said Landed Property and/or in the matter of construction of the said Building and/or for any defect therein.

ARTICLE – XVI, MISCELLANEOUS

16.1 The Owners and the Developers have entered into this Development Agreement purely as a contract on the basis of this Joint Venture Agreement and under any circumstances this shall not be treated as Partnership and/or Associations between the Owners and the Developers.

16.2 After taking possession of the said Landed Property and obtaining sanction plan, the Developers shall be entitled to start construction of the said Building at the said Landed Property in accordance with the Sanctioned Building Plan.

16.3 The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's allocation and the Developers also shall not be liable to make payment in respect of Owner's allocation.

16.4 As and from the date of completion of the Building the Developers and/or its transferees and or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes and maintenance charges payable in respect of their respective Spaces /Flats/Units.

16.5 The Proposed Building to be constructed by the Developers shall be made in accordance with the specifications more fully and particularly mentioned and described in the **SCHEDULE "F"** hereunder written.

ARTICLE – XVII, JOINT RESPONSIBILITY

17.1 The Owners shall executed and Register a Irrevocable General Power of Attorney in favor of the Developers although need not lawfully required in furtherance of this Agreement for doing act, deeds and things to be mentioned

Roy
Susmita
Sumanita

Sour Ashu Kori
Sangita Debbarma

therein including selling out the Flats/Shops/Car Parking/Units and execution and registration of the Deed of Conveyance and construct the Building as per Sanction Plan.

17.2 The Owners and the Developers or their nominees shall form an association for maintenance and management of the Proposed Multistoried Building till the disposal of the entire Building Complex/Flats & Other Units therein.

ARTICLE -- XVIII: FORCE MAJEURE

The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation prevented by the existence of the "FORCE MAJEURE" and shall be suspended from the obligation during of the force majeure.

18.1 "Force Majeure" shall mean, flood, earthquake, riot, war, storm, tempest, civil commotion, strike, political disturbances and/or any other acts or commission beyond the control of the Parties hereto.

ARTICLE- XIX, JURISDICTION

19.1 The courts (Civil & Criminal) of Jhargram shall have the Jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the Parties thereto.

19.2 Any disputes and differentiation of opinion and or any disagreements would been arisen among the parties hereof the matter shall be referred to the Arbitrator for Arbitration to resolved the problems and disputes and the said matter shall have to be referred to the appointed Arbitrator Ld. Advocate Sri Aswini Kumar Mandal or to his Law Firm "Aswini Law firm" and the Landowners shall not ignore the decision of the Arbitrator, although shall have right to appoint any Ld. Advocate for taking part with the hearing of the Arbitration matter and proceeding.

ARTICLE -- XX, GENERAL CONDITION

20.1 All the appendices mentioned in this Agreement are integral part of this Agreement.

20.2 All the amendments and or addition to this Agreement are valid only if made in writing and signed by both the parties.

Susmita Roy
Saramita Saha

Ankur Ashok Kori
Sangeeta Ashok Kori

[Signature]

SUJIT KUMAR GHOSH
ADVOCATE
MUTANDIHI, JHARGRAM
PASCHIM MEDINIPUR
ENROLLMENT NO- WB/200/2005

THE SCHEDULE "A" ABOVE REFERRED TO:
(Description of the said landed property)

ALL THAT piece and parcel of the homestead Land measuring an area of 17 (Seventeen) Decimals, situated on L.R. Plot No. - 358,359, corresponding to R.S. Plot No. - 138, appertaining to R.S. Khatian No. - 9, L.R. Khatian No. - 844,845,846,847, of Mouza - Nutandihi, Being J.L. No. - 363, under police station - Jhargram, within Jhargram municipality, Bearing Holding Nos. - 713/639,713A/639,713B/639,713C/639, in the district of Jhargram, together with all right of easements, common facilities and amenities annexed thereto A Sketch map enclosed herewith which shows the exact location of the schedule property and it will be the part of this agreement.

THE SCHEDULE "B" ABOVE REFERRED TO
(Owner's Allocation)

On completion of the Proposed Multistoried Building in the said Landed Property, in all respect by the Developers/Promoters at their own cost and expenses, in lieu of the Land of the said Landed Property, the Developers/Promoters shall bound to pay an amount of Rs. 30,00,000/- (Thirty Lac) only and **Flat No. - "A"** on the **Second Floor**, at North/West side, measuring an area 911 (Nine hundred eleven) sq. ft. (more or less), including super built area, **Flat No. - "B"** on the **Second Floor** at North/East side, measuring an area 1100 (Eleven hundred) sq. ft. (more or less), including super built area, **Flat No. - "D"** on the **First Floor** at eastern side, measuring an area 1000 (One thousand) sq. ft. (more or less), including super built area, **Flat No. - "D"** on the **Third Floor** at eastern side, measuring an area 1000 (One thousand) sq. ft. (more or less), including super built area, and **One Shop - Room No. - "1"** in the **Ground Floor**, at North/East side, measuring an area of 210 (Two hundred ten) sq. ft. (more or less) including super built up area, **Nos. - 2 Four Wheeler Common Car Parking Space**, measuring an area of 170 sq. ft. each (One hundred seventy) sq. ft. (More or Less), including super built up area, in the **Ground Floor** within the proposed Multistoried Building to the Landowners.

Be it specifically mentioned herein that, the Land Owners have decided among themselves as to their allocation as per following manner:-

1. Smtya. Tripti Das Adhikary will be entitled to get **Flat No. - "B"** on the **Second Floor** at North/East side, measuring 1100 (Eleven hundred) sq. ft. (more or less), including super built area.
2. Sri Sougata Adhikary will be entitled to get **Flat No. - "A"** on the **Second Floor**, at North/West side, measuring an area 911 (Nine hundred eleven) sq. ft. (more or less), including super built area, **Flat No. - "D"** on the **First Floor** at eastern side, measuring an area 1000 (One thousand) sq. ft. (more or less),

Sumita Roy
 Sumita Salmi

Tripti Das Adhikary
 Sougata Adhikary

[Signature]

SUJIT KUMAR GHOSH
 ADVOCATE
 NUTANDIHI, JHARGRAM
 PASCHIM MEDINIPUR
 ENROLLMENT NO. WB/200/2005

including super built area, Flat No. – "D" on the **Third Floor** at eastern side, measuring an area 1000 (One thousand) sq. ft. (more or less), including super built area, and **One Shop – Room No. – "1"** in the **Ground Floor**, at North/East side, measuring an area of 210 (Two hundred ten) sq. ft. (more or less) including super built up area, **Nos. – 2. Four Wheeler Common Car Parking Space**, measuring an area of 170 sq. ft. each (One hundred seventy) sq. ft. (More or Less), including super built up area, **in the Ground Floor** within the proposed Multistoried Building,

THE SCHEDULE "C" ABOVE REFERRED TO
(Developers Allocation)

Save & Except the Owners allocation of Flat No. – "A" on the **Second Floor**, at North/West side, measuring an area 911 (Nine hundred eleven) sq. ft. (more or less), including super built area, Flat No. – "B" on the **Second Floor** at North/East side, measuring an area 1100 (Eleven hundred) sq. ft. (more or less), including super built area, Flat No. – "D" on the **First Floor** at eastern side, measuring an area 1000 (One thousand) sq. ft. (more or less), including super built area, Flat No. – "D" on the **Third Floor** at eastern side, measuring an area 1000 (One thousand) sq. ft. (more or less), including super built area, and **One Shop – Room No. – "1"** in the **Ground Floor**, at North/East side, measuring an area of 210 (Two hundred ten) sq. ft. (more or less) including super built up area, **Nos.2. Four Wheeler Common Car Parking Space**, measuring an area of 170 sq. ft. each (One hundred seventy) sq. ft. (More or Less), including super built up area, **in the Ground Floor** of the proposed Multistoried Building, and an amount of Rs.30,00,000/- (Rupees thirty Lac) only, the Developers will be entitled the allocation of remaining entire constructed area of the Proposed Building, together with all easement rights, facilities and amenities annexed to the Proposed Building along with undivided impartibly proportionate share of the Land underneath as per sanction plan to be sanctioned by the Municipal or any other Competent Authority.

Sumita Ray
Sarmita Bala

THE SCHEDULE "D" ABOVE REFERRED TO
(Common Facilities and Amenities)

1. Entrance and Exits to the said Landed Property and the Proposed Building.
2. Boundary Walls and main gate of the said Landed Property and Proposed Building.
3. Roof Top of the Proposed Building and parapet walls in roof.
4. Drainage and Sewerage lines and other installations for the same.

Smt. Anshu Kari
Smt. Anshu Kari
Smt. Anshu Kari
Smt. Anshu Kari

Smt. Anshu Kari

SAHIT KUMAR GHOSH
ADVOCATE
MUTANDIHI, JHARGRAM
PASCHIM MEDINIPUR
ENROLLMENT NO- WB/200/2005

5. Space underneath the separate Space of the Ground Floor where meters, pumps & motors will be installed and electrical wiring and other fittings.
6. Staircase and staircase landings, corridor on all the Floors, Entrance etc.
7. Water Supply system, water pump & motor together with all common plumbing installations for carriage of water in the said Building.
8. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or around in the said Landed Property and the said Building as are necessary for passage and user of the Flats/Units in common by the Co-Owners.
9. Land underneath of the Proposed Building.
10. Septic Tank, path, passage.
11. Common Bath cum privy in the Ground Floor of the Proposed Building.

THE SCHEDULE "E" ABOVE REFERRED TO
(Common Expenses)

On completion of the Building, the Purchasers and the Developers and their nominees including the intending Purchasers shall regularly and punctually pay proportionate share of the common expenses as fully described below:-

1. All costs for maintaining, operating, repairing, white washing, painting, decorating, redecorating, rebuilding, reconstructing, lighting, the common portion of the said Building including the outer and external walls of the said Building.
2. The salary of all persons employed for the common purpose including security personnel, sweepers, etc.
3. All charges and deposits for supplies of common utilities applicable to the Co-Owners in common.
4. Municipal Tax, Water tax and other levies in respect of the said Landed Property and the Proposed Building save those separately assessed on the Purchasers.
5. Costs of formation and operation the Association.
6. Costs of running, maintaining, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any

Sumita Roy
 Saranita Saha

Anjali Acharya
 Sougata Acharya

7. Electric charges for the electric energy consumed for the operation of common services.

8. All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the Co-Owners in common.

THE SCHEDULE "F" ABOVE REFERRED TO
(Work Schedule/ Specification)

R.C.C. foundation and framed structure for the Multistoried Building Complex with lift facility.

WALL

8"/5", Thick main wall, 5", thick Partition wall for all Flat in the Building with special class Red brick.

DOOR

Frames of good quality hard wood, flush door with fittings will be painted with synthetic enamel paint. An eyepiece will be provided with main door. Bathroom of all flats and common toilets in the ground floor of the Buildings, the door frames and door-palla will be provided with P.V.C.

WINDOW

Aluminium sliding window fitted with glass and necessary accessories with grill (sq. bar).

FLOOR

All rooms including toilets, kitchen and balcony will be finished with off-white color vitrified Tiles with 4" height skirting, Toilets' wall will be finished with 6' height I.S.I. branded white color wall Tiles around the wall area. The floor of common toilets in ground floor, will be made with off-white vitrified tiles and 6' height wall will be provided with the floor tiles around the wall area.

ELECTRICAL

Concealed wiring will be provided throughout the flats & shops. No. 1 (one) ceiling fan point, Nos. 3 (three) light points, No. 1 (one) plug point will be in each bed

[Signature]

KUMAR GHOSH

ADVOCATE

MITANDIHI JHARGRAM

PASCHIM MEDINIPUR

ENCLOSURE NO. WS/200/2005

[Signature]
Susmita Ray
Baronita Golei

[Signature]
Tripti San Ashikori
Sangita Ashikori

room. In dining/drawing, there shall be provided Nos. 2 (two) fan points, No. 1 (one) T.V./Fridge point and Nos. 2 (two) plug points. There shall be Nos. 2 (two) light points, No. 1 (one) exhaust fan point, No. 1 (one) plug point in kitchen. In bathroom, there shall be provided Nos. 2 (two) light points, No. 1 (one) plug point. There shall be provided No. 1 (one) light point in each balcony. The main door of each flat shall be provided with No. 1 (one) calling bell point.

SANITARY & PLUMBING

The toilet will be provided with Indian type pan or commode with low down cistern, one shower, nos. 3 bib-cooks. The kitchen will be provided with metal sink and 2 bib-cooks. No. 1 (one) white basin will be provided in Dining. All pipe lines inside the flats will be concealed with P.V.C. fittings. All outside pipe lines will be provided with P.V.C.

WATER SUPPLY ARRANGEMENT

The main source of water will be from deed sub - mersible suitable size overhead tank will be constructed on the roof. The water will be lifted from sub-mersible pump to overhead tank. A good network of pipe lines will be distributed to all the flats throughout day and night.

INSIDE & OUTSIDE FINISHING

All rooms (inside) will be finished with plaster of paris, decorative cement wash and Weather shield type color paint will be finished to all plastered surface outside of the buildings.

ROOF

The roof of the building will be finished with water and heat proofing treatment.

ADDITIONAL SPECIFICATION OF EXTRA COST

- The extra work will be done subject to architect's prior approval and money will be deposited in advance.
- The decision of Debson Construction And Trading will be final.

Susmita Roy
Saronita Gollui

Ampli Son Achikara
Sengala Achikara


SUBIT KUMAR GHOSH
ADVOCATE
MUTANDIHI, JHARGRAM
PASCHIM MEDINIPUR
NIRCLIMENT NO- WB/200/2005

IN WITNESSES WHEREOF We, the executants have hereto signed this Development Agreement after admitting the contents of this presents in our free will consent without any influence and coercion, in presence of witnesses and read over before us and explained the contents in Bengali, on the day, month, year above written, at Jhargram.

SIGNATURE OF WITNESSES:

1. Kamal Dalchowdhury
S/O Lt. Rajendra Nath Chowdhury,
Vill - Khatundihi
P.O. & P.S. + Dist. Jhargram
Pin 721507.

Tripti Das Adhikari
Sangeeta Adhikari

Susmita Roy
Saronita Dalmi

SIGNATURE OF LAND-OWNERS.

(THE FIRST PART)

Debson Construction And Trading Co.

Bilal Paul. Goudip Paul
Partner Partner

SIGNATURE OF PROMOTERS/DEVELOPERS.

(THE OTHER PART)

2. Krishnendu Das
S/O - Santana Das
P.O. & P.S. + Dist - Jhargram
(Vill - Uttar Barida)
Pin - 721507

(This Deed of Development Agreement consists of 30 (Thirty) pages including 1 (One) Non Judicial Stamp Paper & there are two witnesses, and the photographs of both of the Parties are affixed on the second & third page, the Finger Prints of both of the Parties are taken on page Nos. 28 & 29 of this presents).

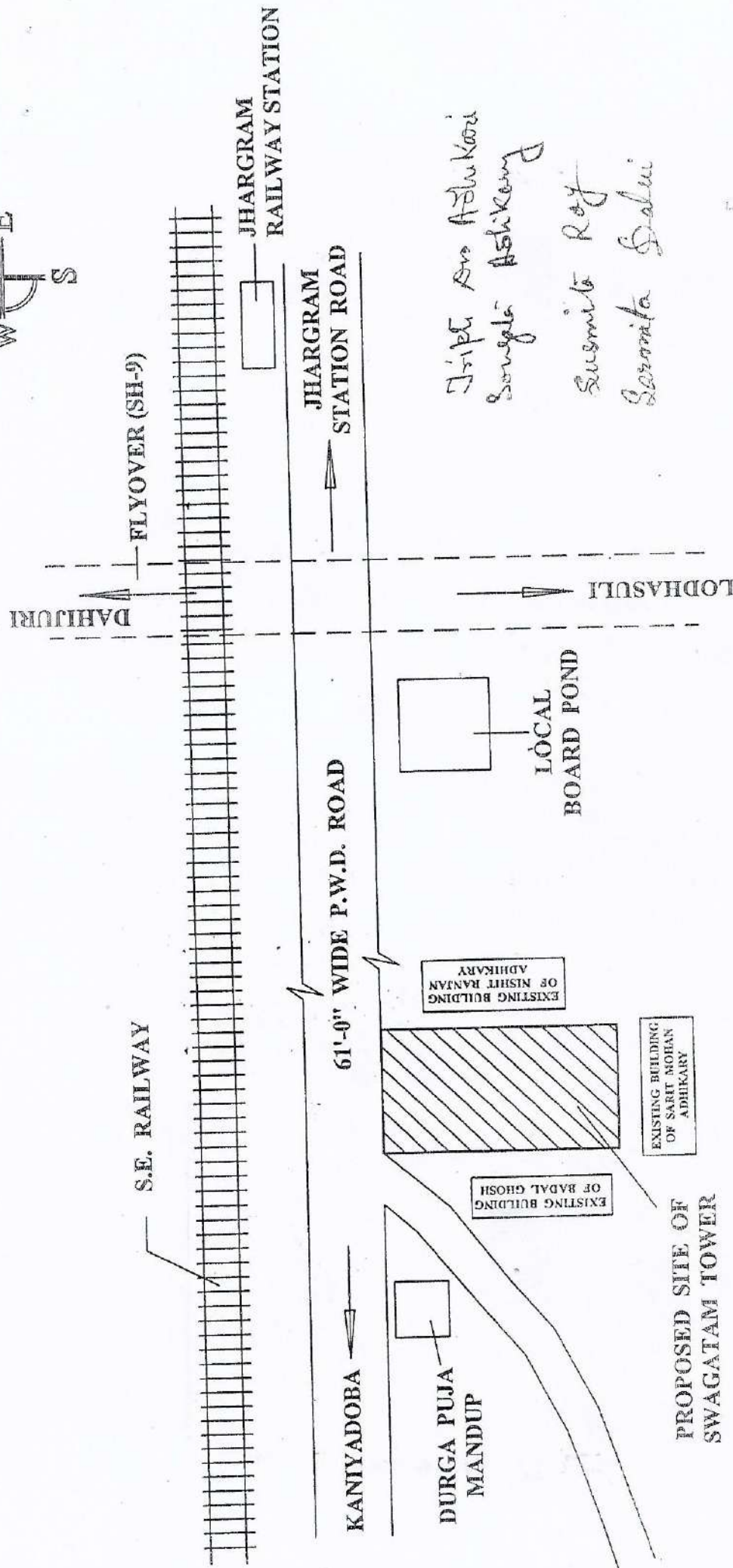
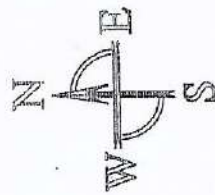
Drafted, Prepared and Explained by me.

Sujit Kumar Ghosh
SUJIT KUMAR GHOSH
ADVOCATE

MUTANDIHI, JHARGRAM
PASCHIM MEDINIPUR
ENROLMENT NO- WB/200/2005

Rey
Susmita Roy
Saronita Dalmi
Tripti Das Adhikari
Sangeeta Adhikari
Debson Construction And Trading Co.
Bilal Paul. Goudip Paul
Partner Partner

LOCATION MAP OF PROPOSED SWAGATAM TOWER, AT MOUZA - NUTANDIHI ; J.L. NO. - 363 ; L.R. PLOT NO. - 358, 359 ; KHATAN NO. - 844, 845, 846, 847 ; HOLDING NO. - 713/639, 713A/639, 713B/639, 713C/639 ; WARD - 09, UNDER JHARGRAM MUNICIPALITY.



Tripti Das Ashukori
Sangita Ashikori

Susmita Roy
Saronita Sahoo

LOCATION MAP

Debson Construction And Trading Co.

Girish Paul
Partner

Indraprastha
LBS Class-4
LICENSE NO. 24/2020-2021
Jhargram Municipality

FINGURE PRINTS OF THE PARTIES

28.

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
LEFT HAND					
RIGHT HAND					
LEFT HAND					
RIGHT HAND					
LEFT HAND					
RIGHT HAND					

Jipeti Son Acharya

Sengata Acharya

Subrata Roy

FINGURE PRINTS OF THE PARTIES

29.

LEFT HAND	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb	Savitita Dalui
						
RIGHT HAND	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb	Savitita
						
LEFT HAND	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb	Bilep Paul
						
RIGHT HAND	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb	Bilep Paul
						
LEFT HAND	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb	Bilep Paul
						
RIGHT HAND	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb	Bilep Paul
						



Kanai Lal Choudhary

FINGURE PRINTS OF THE IDENTIFIER

Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb

ROGET LAL

Kanai Lal Choudhary