

FullMala Thapa 05278/26/3/2015

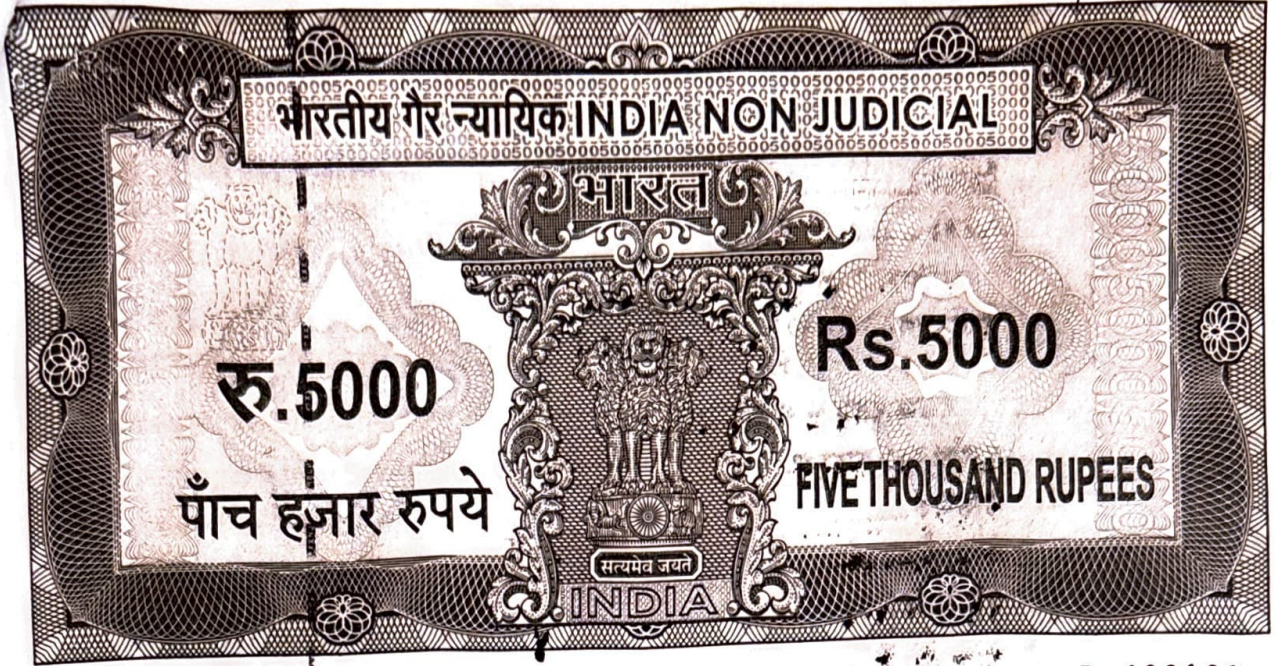
REGISTERED

DEVELOPMENT

AGREEMENT

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05278/2015



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

Additional District Sub-Registrar
 Rajarat, New Town, North 24-Pgs.

04 MAY 2015

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 26th day of
 March, Two Thousand and Fifteen (2015) A.D.

BETWEEN

(1) SMT. FULMALA THAPA (PAN-AVPPT0352G), wife of Late Ram Bahadur Thapa, (2) SMT. CHINU HALDER (PAN-ALOPH8898N), wife of Sri Narayan Halder, daughter of Late Ram Bahadur Thapa, both are by faith-Hindu, by Occupation- Household work, by Nationality- Indian, both are residing at Krishanpur Samar Sarani No.3 Camp, P.S.-Baguiati (formerly Rajarhat), Kolkata - 700 059, District - North 24-Parganas, hereinafter jointly referred to and called as the "OWNERS/VENDORS" (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective legal heirs, successors, legal representatives, administrators, executors and assigns) of the **FIRST PART;**

AND

"**CHOWDHURY ENTERPRISE**"(PAN-AAJFC4691C), a Partnership Firm, having its office at 98, Shyam Nagar Road, P.S.- Dum Dum, Kolkata- 700 055, District - North 24-Parganas represented by its Partners (1) SRI SATYA CHOWDHURY (PAN-AGOPC9208N), son of Late Sudhir Chowdhury, (2) SMT. SADHANA CHOWDHURY (PAN-AFDPC3496C), wife of Sri Satya Chowdhury, both are by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 424, Shyamnagar Road, P.S.-Dum Dum, Kolkata-700055, District-North 24-Parganas, hereinafter referred to and called as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his legal heirs, executors, successors, administrators, legal representatives and assigns) of the **SECOND PART;**

WHEREAS Ram Bahadur Thapa and Fulmala Thapa by way of Two Nos. Registered Deed vide No.- 8135 for the year 1998 and Deed No.-4389 for the year 1997, purchased **ALL THAT** piece and parcel of a demarcated Bastu land measuring 8 (Eight) Cottahas more or less along with structure lying and situated at Mouza- Krishnapur, Pargana- Kolikata, J.L. No.-17, Re Su No.-180, Touzi No.- 228/229, comprising in C.S. Dag No.-5952, R.S. Dag No.-4037, under C.S. & R.S. Khatian No.-1047, having Municipal Holding No.-R.G.M./85/B/C

R.G.M./85/B/C (formerly AS/61/2000 & AS/63/2000), Krishnapur Samar Sarani, Kolkata-700 059, within the Rajarhat-Gopalpur Municipality, under Ward No.-35 (formerly 16), within A.D.S.R.O. Rajarhat (formerly A.D.S.R.O. Bidhannagar), under the P.S.-Baguiati (formerly Rajarhat), District-24-Parganas (North), fully described in the schedule "A" herein below, and subsequently the aforesaid Ram Bahadur Thapa died intestate leaving behind his wife the aforesaid Fulmala Thapa, the Vendor No.1 herein and one Married daughter, Chinu Halder, the Vendor No.2 herein to inherit the undivided share of the aforesaid land as per law of Hindu Succession.

AND WHEREAS the aforesaid present owners thus jointly seized and possessed of **ALL THAT** piece and parcel of a demarcated Bastu land measuring about 8 (Eight) Cottahas more or less along with structure lying and situated at Mouza- Krishnapur, Pargana- Kolikata, J.L. No.-17, Re Su No.- 180, Touzi No.- 228/229, comprising in C.S. Dag No.- 5952, R.S. Dag No.- 4037, under C.S. & R.S. Khatian No.- 1047, having Municipal Holding No.- R.G.M./85/B/C (formerly AS/61/2000 & AS/63/2000), Krishnapur Samar Sarani, Kolkata-700 059, within the Rajarhat-Gopalpur Municipality, under Ward No.-35 (formerly 16), within the A.D.S.R.O. Rajarhat (formerly A.D.S.R.O. Bidhannagar), under the P.S.-Baguiati (formerly Rajarhat), District-24-Parganas (North), fully described in the schedule "A" herein below, without any interruption from any corner whatsoever as free from all encumbrances, decided jointly to develop the aforesaid and below mentioned "A" Schedule property but due to insufficient fund and other sufficient reasons and also due to lack of finance and lack of technical expertise the owners herein could not construct building and/or buildings on the said plot of land and is searching for a reputed Promoter/Developer, who would construct multistoried building on the said land under certain terms and conditions interalia at its own costs and expenses after obtaining necessary sanction from the competent authority and knowing the very intention of the owners, the Developer approached the owners to allow him to construct the said proposed multistoried building on their land/premises, which the owners herein have accepted the same and has decided to enter into a development agreement with the Promoter/ Developer Firm herein.

NOW THIS AGREEMENT WITHNESSETH and it is hereby agree upon by and between the parties hereto on the following terms and conditions.

ARTICLE - I-DEFINITIONS -

In this present unless there is anything repugnant to or inconsistent with: -

1.1 **OWNERS**: - shall mean the said (1) SMT. FULMALA THAPA, wife of Late Ram Bahadur Thapa, (2) SMT. CHINU HALDER, wife of Sri Narayan Halder, daughter of Late Ram Bahadur Thapa and their respective legal representatives etc.

1.2. **DEVELOPER**: - shall mean and include the "CHOWDHURY ENTERPRISE" a Partnership Firm, having its office at 98, Shyam Nagar Road, P.S.- Dum Dum, Kolkata- 700 055, District - North 24-Parganas.

1.3 **TITLE DEEDS**: - shall mean all the documents of title relating to the said land and premises which shall be handed over in original to the Developer at the time of execution of the agreement.

1.4 **PREMISES/PROPERTY**: - shall mean ALL THAT piece and parcel of a demarcated Bastu land measuring about 8 (Eight) Cottahas more or less along with structure lying and situated at Mouza- Krishnapur, Pargana- Kolikata, J.L. No.-17, Re Su No.-180, Touzi No.- 228/229, comprising in C.S. Dag No.- 5952, R.S. Dag No.- 4037, under C.S. & R.S. Khatian No.- 1047, having Municipal Holding No.- R.G.M./85/B/C (formerly AS/61/2000 & AS/63/2000), Krishnapur Samar Sarani, Kolkata-700 059, within the Rajarhat-Gopalpur Municipality, under Ward No.-35 (formerly 16), within A.D.S.R.O. Rajarhat (formerly A.D.S.R.O. Bidhannagar), under the P.S.-Baguiati (formerly Rajarhat), District-24-Parganas (North).

1.5 **NEW BUILDING**: - shall mean the Multistoried Building (G+ upper-storied) as per available sanctioned area, which is to be constructed over the said premises as per plan to be sanctioned by the Rajarhat-Gopalpur Municipality.

1.6 **COMMON AREA FACILITIES AND AMENITIES**: - shall mean and include, corridors stair ways, passage ways, drive ways, Common lavatories, tube well, overhead water tank, water pump and motor, roof and other facilities, Lift, Lift

Duct, which is to be attached with the proposed Building for better enjoyment as Apartment Ownership Act or mutually agreed by and between the owners and the Developer.

1.7 COVERED AREA: - shall mean the area covered with outer wall and constructed for the unit including fifty Percent area covered by the common partition wall between two units, and cent percent area covered by the individual wall for the unit plus proportionate area share of stair/lobby/Lift (if installed) etc. It is applicable for individual unit.

1.8 SALEABLE SPACE: - shall mean the flat/units/Garage/space in the building available for independent use and occupation of the self-contained flat after making due provision for common amenities and facilities for better enjoyment against consideration.

1.9 SUPER BUILT UP AREA OF THE FLAT / UNIT / SPACE / GARAGE: - shall mean and include the total covered area of the unit plus 25% service area, over the aforesaid total covered area, is applicable for individual unit.

1.10 BUILDING PLAN:- shall mean such plan to be prepared by the Architect/ Engineer/L.B.S. for the construction of the building and to be sanctioned by the Rajarhat-Gopalpur Municipality. Be it mentioned here that the Building Plan will be passed in the name of the Owners at the cost of the Developer with such addition, alteration or modification as prescribed and/or made afterwards by the Developer from time to time through the owners or by themselves.

1.11. OWNERS' ALLOCATION: - shall mean as follows:-

The Land Owners will get their share in the following manner:-

(1) 50% covered area of the sanctioned area, which is approximately measuring about 7200 sq. ft. covered area in total or with the variation of measurement as applicable thereto, in which the Vendors will get equal area of 3600 sq. ft. in each, together with undivided proportionate share or interest of underneath land along with proportionate rights on all common areas and facilities of the proposed building, which is be constructed as per Building Plan, which will be duly sanctioned by the Rajarhat-Gopalpur Municipal Authority concern.

(2) Rs.8, 00,000/- (Rupees Eight Lac) only as non-refundable amount as per Payment Schedule mentioned herein below, in which the Vendor No.1 will get Rs.3,00,000/- and Vendor No.2 will get Rs.5,00,000/- (3) One shifting to the Owners will be given.

1.12 DEVELOPERS/PROMOTERS ALLOCATION:- shall mean the remaining constructed area after providing the Owners' allocation in the proposed building to be constructed on the said premises including proportionate share of the common facilities and amenities, which excludes the space/possession provided to the existing tenants/occupiers, if any Owners will provide such area to the tenants from their Allocation.

1.13 TRANSFER: - shall mean and included transfer by delivered of possession as per present customs or by any other means adopted by the Developer for effecting transfer of the proposed building or flat to the intending purchasers thereof against valuable consideration.

ARTICLE - II : COMMENCEMENT & DURATION -

2.1 The agreement shall be deemed to have commenced on and from the date of execution of this agreement and shall be terminated after completion of the building and thereafter sale out of all the flat/units/Garage/space to the intending purchasers and also after delivery of possession to the flat owners and land owners and after formation of the flat/unit owners' Association, if required.

ARTICLE - III: OWNER'S DECLARATION, RIGHTS AND RESPONSIBILITIES

3.1 The owners hereby declare that they are the absolute owners of the 'A' schedule property and now seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance hindrance in any manner whatsoever and the said property is free from all encumbrances charges, attachments, acquisition or requisition whatsoever or howsoever and the owners have good and marketable title over the said land.

3.2 That the owners hereby agreed that they will not grant lease, mortgage, charge or encumber the 'A' schedule property in any manner whatsoever during the existing/substance of this agreement as well as during the construction of the building without prior written consent of the Developer and also undertake that for the betterment of the Project shall acquire and to produce all the relevant papers documents and copy of the order if any from the competent Court Authority Concern.

3.3 That the owners hereby agrees to deliver peaceful vacant possession of the 'A' schedule property before sanction of the Building Plan from the Rajarhat-Gopalpur Municipality or as mutually settled by the parties hereto .

3.5. That the owners hereby agree to execute and to sign Registered Development Power of Attorney and also all the petitions, Affidavit, Deeds, Plaints, written objection, proposed site plan, building plan, Completion Plan, Declaration of Amalgamation, Agreement for Sale and all other necessary Documents in favour of the Developer or its Nominated person or persons for betterment of the construction over the schedule land and adjacent land and betterment of project and also for the betterment of title over the Schedule property and the owners also agreed to pay all the costs and expenses of the documents in up-to-date condition and for betterment of Title of the property of the owners herein, which will be paid by the Developer initially and afterwards, which will paid by the Owners to the Developer.

3.6 That the owners shall be liable and responsible for litigation, if any arose due to defects on their part or with regard to title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party or contagious land owners, then the Developer will be entitled to get cost of litigation from the owners, which will be incurred by the developer during such litigation. Be it mentioned that if there any type of litigation is found or arose due to any order of the competent Court Authority concern or any other competent authority concern, then the delay in respect of delivery of possession of the owners' allocation shall not be considered the delay on the part of the Developer.

3.7 That the owners hereby undertake to deliver and/or handover all the original Deeds and documents to the Developer at the time of execution of this Agreement.

3.8 That the Owners hereby giving exclusive license to the Developer to commercially exploit the same as per terms and condition contained in this Agreement and hereby authorised the Developer to enter into agreement for sale, lease, transfer, mortgage and to dispose of the Developer's Allocation together with right to assignment of all the rights title interest of this agreement to any third party and the owners will give necessary consent for betterment of this project without raising any objection to that effect save and expect the owners' allocation as mentioned.

3.9 The Owners hereby agree to execute a Registered Development Power of Attorney in favour of the Developer or his nominated person/s in respect of the Developer's Allocation and also for the purpose of addition, alteration, revision, of the sanctioned building plan, Completion Plan for construction and completion of the work as per Agreement and also to sign on the Deed on or behalf of the owner and to present the same before the District Registrar, Addl. District Sub-Registrar or other Registrars, who has authority to register the Deed of transfer and other documents and if required owners will put their signature on the Agreement for Sale, Deed of conveyance after delivery of possession of the owner's allocation. It is also further agreed that for the purpose of betterment of the intending purchasers, if required, the owners herein will join in the Deed of Conveyance as owners for Transfer the Flat to the intending purchaser/s

3.10 The owners hereby undertake not to do any act, deeds or things by which the Developer may prevent from executing any Deed of Conveyance in favour of the intending purchaser or Purchasers of the Developer's Allocation. If the Developer fails to deliver possession of the owners' Allocation within the stipulated prior then the owners will be entitled to get compensation/ damages from the Developer.

3.11. That the Owners hereto without being influenced or provoked by anybody do hereby categorically declared that the Developer shall construct the building exclusively in the name of the Developer Firm and also by taking partner in the Firm at its own cost, arrangement and expenses as well as the Owners shall have no financial participation and or involvement. The Developer shall handover the complete habitable peaceful vacant possession of the Owner's Allocation within 36(Thirty Six) months from the date of obtaining the Sanctioned Building Plan and the time is the essence of this Contract and such time shall be enhanced and/or extended for another 6(six) months for any force-majeure, acts of God and/or other reasons which is or are or shall be beyond control of the Developer and if the Developer will fail or neglect to handover the possession of Owner's Allocation within the said stipulated 42 (Forty Two) months from the date of obtaining the Sanctioned Building Plan, then in that case the Owner shall have every right to take legal steps with due process of law.

ARTICLE - IV:
DEVELOPER'S RIGHTS, OBLIGATION AND DECLARATION

4.1 The Developer/promoter hereby agreed to complete the multi-storied(G+Multi-storied) building over the property as per plan to be sanctioned by the Rajarhat- Gopalpur Municipal Authority concern with due modification or amendment of the sanction plan as made or caused to be made by the Architect / Engineer/ L.B.S. of the Developer. Be it pertinent to mention here that at present the Plan of G+IV-storied Building will be submitted for sanction before the Rajarhat-Gopalpur Municipality and if in future the Developer got sanction of further construction, then the Owners will bound to give permission to that effect and to sign in the documents required and to that effect Supplementary Agreement will be executed.

4.2 The Developer hereby declares that the Developer will obtain sanction plan as early as possible and also declares that to take care of the local hazards or accident during the continuation of construction at its own cost and expenses.

4.3 All applicants plans papers and documents as may be required by the developer for the purpose of sanction of revised plan addition, alteration, of the building plan shall be submitted by the developer with due signature of the owners or on behalf of the owners as may be required and all costs expenses and charges be paid by the developer and also from construction of the building thereon *and the Developer procure all other documents, which will be required for the betterment project at its own costs and expenses.*

4.4 The Developer hereby agreed to deliver possession of the owners' allocation in the proposed new building within *36 months* from the date of sanction building Plan or delivery of vacant possession, whichever is later, and if required, the owners will further allow 6 months for delivery of possession of the owners' allocation without claiming any damages. *It is also agreed that the delivery of possession of the owner's allocation will be made first*, then the Developer will be entitled to deliver Developer's allocation to the intending purchaser or purchasers and if required benefits of the parties before or after completion of the building necessary supplementary Agreement will be executed. Be it pertinent to mention here that *the Developer will obtain Completion Certificate (C.C.) at its own cost expenses* and Xerox copy of the same will be given to all the owners/occupiers of the units of the newly constructed building and Original will be handed over to the Association.

4.5 That the notice for delivery of possession of the owners' Allocation shall be delivered by the developer in writing ~~on~~ through the Advocate of the Developer either by Registered post or courier service or under certificate of posting or hand delivery with acknowledgement due card and the owners are bound to take possession within 10 days from the date of service of this letter. If the owners fail to take delivery of possession or neglected to do so, then it will be deemed that the owner's allocation already delivered and the Developer shall be entitled to transfer the Developer's allocation without any further notice.

4.6 That the owners shall have to clear all the dues if any due is caused due to extra work other than the specification of flat as mentioned in the schedule as mentioned below and/or excess area from the allocated area (if found) or any

other consideration, to the developer, prior taking possession thereon. Be it mentioned herein that the excess area shall consider the saleable area including the super built up area and the cost of the said area shall be calculated on the prevailing saleable price.

ARTICLE - V. CONSIDERATION & PROCEDURE

5.1 In consideration of the construction of the owners' allocation in the building and other consideration of any mentioned in the owners' allocation, the Developer is entitled to get remaining constructed area of the building and proportionate share of the land as Developer's allocation.

5.2 That the owners hereby agreed and declared that immediately after execution of this Agreement shall deliver peaceful vacant possession in favour of the Developer and existing structure will be removed by the Developer at its own costs and expenses.

5.3 That if the Developer fails to complete the construction work in respect of the owner's allocation within the stipulated period of stated above, and then the Owners shall have liberty to rescind this Agreement on re-payment of the cost and expenses as well as the consideration money paid by the Developer as per mutual calculation of the parties. Be it mentioned here that time will be essence of the contract.

ARTICLE - VI. DEALINGS OF SPACE IN THE BUILDING

6.1 The Developer shall on completion of the building put the owners in undisputed possession in respect of the owners' allocation together with the right to enjoy the common facilities and amenities attached thereto with other of the units/shops etc.

6.2 The Developer being the party of the Second part shall be at liberty with exclusive rights and authority to negotiate for the sale of the flats/ units/unit/ space together with right to proportionate share of land excluding the space/ units/flat provided under the Developer's Allocation in the premises to any prospective buyer/s before, after or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper.

6.3 The Developer shall at its own costs, construct and complete the building at the said premises strictly in accordance with the sanctioned plan and due modification if any with such material and with such specification as are to be mentioned in the sanctioned plan of the building hereunder written and as may be recommended by the Architect/Engineer from time to time. *The Developer shall on completion of the building shall obtain Completion Certificate from the Appropriate Authority concern at its own costs and expenses.*

6.4 That the developer shall install erect and shall provided standard pump set, overhead and underground reservoirs, electric wiring, sanitary fittings, Lift and other facilities as are required to be provided in respect of building having self contained apartment and constructed for sale of flats/shops/garages on ownership basis and as mutually agreed. Be it mentioned that the security money deposit for the new electric meter connection shall be paid by the owners for their respective meters, but the cost of bringing New Meter will be borne by the Developer in the individual name of the Owners. It is also mentioned that the Developer will fix the sale rate for flat /garages etc. for Developer's allocation without consultation of the owners.

ARTICLE - VII. COMMON FACILITIES

7.1 The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due on and from the date of execution of the agreement or before and after handing over the possession of the flats all the flats owners will pay due according to their shares.

7.2 As soon as the respective self contained flat is completed the developer shall give written notice to the owners requiring the owner to take possession of the owner's allocation in the newly constructed building and after 10 (ten) days from the date of service of such notice and at all times, thereafter the owners shall be exclusively responsible for payment of municipal and property taxes rates duties dues electric installation charges electric charges bill and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the owners' allocation the said rates to be apportioned prorata with reference to the saleable space in the building if any are levied on the building as whole

7.3 The owners and the Developer shall punctually and regularly pay for their respective allocation the said rates and taxes (including service taxes and other taxes) to the concerned authorities as levied by the Central Or State Govt. or other Appropriate Authorities or otherwise as may be mutually agreed upon between the Owners and the Developer. The owners hereby agreed that they shall keep each other indemnified against all claims actions demands, costs, charges and expenses and proceeding instituted by any third party or against the owner for the same the developer will be entitled to get damages.

7.4 The owners or their agents or representatives or any third party of the owners' behalf shall not do any act deed or things wherein the developer shall be prevented from construction and completing of the said building or to sale out the flat/units to the intending purchaser/purchasers. If the developer is prevented by the owners without any reasonable and/or justified reason, then the owners or their legal representatives shall pay bound to indemnify the loss and pay damages with interest and such delay will not be calculated within the stipulated time.

ARTICLE - VIII. COMMON RESTRICTIONS

THE OWNERS' ALLOCATION AFTER POSSESSION IN THE PROPOSED BUILDING SHALL BE SUBJECT TO THE SAME RESTRICTION AND USE AS IT IS APPLICABLE TO THE DEVELOPER'S ALLOCATION RESPECTIVE POSSESSION IN THE BUILDING WHICH ARE FOLLOWS: -

8.1. Neither party shall use or permit to the use of the respective allocation in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

8.2. Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alteration therein without previous written consent from the owner, developer or from the competent authority or from municipal authority concern in this behalf.

8.3.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 and shall be responsible for any deviation and/or breach of any of the said laws and regulations.

8.4.The respective allottee or their transferees shall keep the interior walls, sewers, drains pipes and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other of them and/or the occupiers of the building indemnified from the against the consequence of any breach.

8.5.No goods or other items shall be keep by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be cause in any manner in the free movement of user in the corridors and other places of common use in the building.

8.6.Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about be building or in the compounds corridors or any other portion or portions of the building.

8.7.Neither the parties or their transferees shall permit other agent with or without workmen and other at all reasonable times to enter into and upon each party's allocation and each part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains and water pipes and electric wires and for any similar purpose.

ARTICLE - IX. OWNER'S DUTY & INDEMNITY

9.1.The owners doth hereby agree and covenants with the Developer not to use cause any interference or hindrance in any manner during the construction and throughout the existence of this agreement of the said building at the said

premises and if any such interference or hindrance is caused by the owners or their heirs, agents, servants, representatives causing hindrance or impediments to such construction the owners will be liable to repay entire amount invested by the developer amount will be settled by the parties amicably. It is also further agreed that if the developer is prevented for making construction due to any litigation cropped up or due to any restraining order passed by the competent court of a competent Authority Concern or any statutory body law or due to any boundary dispute amongst the contiguous land owners, then owners will be liable to pay cost of litigation to the Developer, which will be incurred by the Developer.

9.2. The owners or their legal representatives herein will have no right/ authority power to terminate and/or determinate this agreement within the stipulated period for construction of the building as well as till the date of disposal of all the flats/shops/units of the Developer's allocation or without the violation of the terms and conditions of this Agreement. If tried to do so then the owners shall pay firstly total market price of the constructed area with damage together with interest on investment intimation for such intention.

9.3. It is agreed that the owners will not involve any of their workmen, contractor, agent or representative etc. or stag any constructional materials in the building for any type of constructional work if required in respect of the owners' allocation in the building without any written consent from the Developer.

9.4. That the owners and their legal heirs hereby declare and undertake that upon the demise of one of the owner, the legal heirs of the said owner will join the Development Agreement and also execute fresh Registered and Unregistered General Power of Attorney and also other required documents in favour of the Developer and also for the betterment of the project on the same terms and conditions mentioned herein.

ARTICLE - X. DEVELOPER'S DUTY

10.1. That the Developer hereby agrees and covenants with the Owners not to do any act, deed or things whereby the Owners are prevented from enjoying selling disposing of the owners' allocation in the building at the said premises

after delivery of Re-possession thereof to the owners and also obtain Completion Certificate (C.C.)/Occupancy Certificate from the competent Authority at its own costs and expenses.

10.2. The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omissions of the Developers in relating to the making of construction of the said building. The developer shall also not interfere in any manner whatsoever to the sale proceeds and/or otherwise with regard to the owners' share or allocation and also not to claim any amount from the sale proceeds of the owners' allocation.

ARTICLE - XI. MISCELLANEOUS

11.1 The Owners and Developer hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties and/or an Association of persons.

11.2 The name of the building shall be "as per choice of Developer".

11.3 As and from the date of getting Completion Certificate of the building the developer and/or its transferees and the owners and/or their transferees shall be liable to pay and bear proportionate charges on account of ground rents and service tax and other taxes, charged by the Govt. or Semi Govt. or local authority concern. And the proportionate cost towards regular maintenance charges.

11.4 The building to be constructed by the developer shall be made in accordance with the specification more fully and particulars mentioned and described in the schedule annexed in separate sheet which will be treated part of the agreement.

ARTICLE - XII. FORCE MAJEURE

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation is prevented by the existing of "Force Majeure" and shall be suspended from obligations during the duration of the Force Majeure, which also includes non-availability of Building materials due to Government Notifications or against notification or rules and regulations of the other appropriate authority and also includes mass stopping of work in the locality against notification or rules and regulations of the other appropriate authority.

ARTICLE - XIII. ARBITRATION CLAUSE

13. It is hereby agreed by and between the parties that all dispute and/or difference by and between the parties hereto in any way relating to or connected with the flats and or construction and or in respect of this agreement and /or anything done in pursuance hereto and/or otherwise shall be referred for arbitration, which will adjudicated in accordance with the Arbitration and conciliation Act, 1996, or any amendment thereon as may be applicable.

In case agreement unless it is contrary or repugnant to the context. a) Singular shall include the plural and vice-versa. b) Masculine shall include the feminine and vice-versa.

**- THE SCHEDULE "A" ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)**

ALL THAT piece and parcel of a demarcated Bastu land measuring about 8 (Eight) Cottahas more or less along with 800 sq. ft. R.T. Shed lying and situated at Mouza- Krishnapur, Pargana- Kolikata, J.L. No.-17, Re Su No.-180, Touzi No.- 228/229, comprising in C.S. Dag No.- 5952, R.S. Dag No.- 4037, under C.S. & R.S. Khatian No.- 1047, having Municipal Holding No.- R.G.M./85/B/C (formerly AS/61/2000 & AS/63/2000), Krishnapur Samar Sarani, Kolkata-700 059, within the Rajarhat-Gopalpur Municipality, under Ward No.-35 (formerly 16), within A.D.S.R.O. Rajarhat (formerly A.D.S.R.O. Bidhannagar), under the P.S.- Baguiati (formerly Rajarhat), District-24-Parganas (North), and butted and bounded by: -

ON THE NORTH: - House of Arun Ghosh within R.S. Dag No.- 3679

ON THE SOUTH: - 10' feet wide Common Passage

ON THE EAST: - Three-storied Building of Madhu Ghosh

ON THE WEST: - House of Amulya Kumar Mondal within Dag No. - 4040

**THE SCHEDULE 'B' ABOVE REFERRED TO
(OWNERS' ALLOCATION)**

OWNERS' ALLOCATION shall mean: -

(1) 50% covered area of the sanctioned area, which is approximately measuring about 7200 sq. ft. covered area in total or with the variation of measurement as applicable thereto, in which the Vendors will get equal area of 3600 sq. ft. in each, together with undivided proportionate share or interest of underneath land along with proportionate rights on all common areas and facilities of the proposed building, which is to be constructed as per Building Plan, which will be duly sanctioned by the Rajarhat-Gopalpur Municipal Authority concern. (2) Rs.8, 00,000/- (Rupees Eight Lac) only as non-refundable amount as per Payment Schedule mentioned herein below, in which the Vendor No.1 will get Rs.3,00,000/- and Vendor No.2 will get Rs.5,00,000/- (3) One shifting to the Owners will be given.

**THE SCHEDULE "C" ABOVE REFERRED TO -
(DEVELOPER'S ALLOCATION)**

DEVELOPERS/PROMOTERS ALLOCATION shall mean the remaining constructed area after providing for Owners' allocation in the proposed building to be constructed on the said premises including proportionate share of the common facilities and amenities.

**- THE SCHEDULE "D" ABOVE REFERRED TO -
(SPECIFICATION OF CONSTRUCTION FOR THE FLAT/ UNIT)**

FOUNDATION WORKS: -

R.C.C Column Foundation (1:2:4)

NATURE OF CONSTRUCTION: -

R.C.C Column Structure

ROOF FINISH: -

R.C.C Roof Slab (1:2:4)

DOORS AND WINDOWS: -

All doorframes would be standard flush and Main Door of the unit would be made of Wood, doors shutter would be 32 m. m. thick flushes, doors made of commercial ply and mortice lock on the main door. Toilets and kitchen would be P.V.C. door, there would not have any mortice. All windows would have Aluminum Channel and Glass cover.

FLOORING: -

All bedrooms, dining and drawing would be furnished with Vitrified Tiles, and Toilets and kitchen would be finished with Vitrified Tiles and walls of the toilets would have 60" high glazed tiles dado over the skirting.

SANITARY AND PLUMBING: -

Common toilet would be of matching size shower, two-bib cock and would be fitted with one Indian Type pan (White standard quality) with low P.V.C. Cistern (white) all inside & outside plumbing lines are of P.V.C. & W.C. with one Indian Type white commode of Low P.V.C. (white) cistern two-bib cocks, one standard size white basin in dining/bathroom as desire by the Flat Owners, two-bib cocks in the kitchen.

KITCHEN: -

One Black Stone Platform with cylinder space on bottom, one Black stone sink, 2'-0" skirting made of white glazed tiles on the bank of the cooking platform to protect the oil spots.

ELECTRICAL WIRING: -

Concealed wiring in all flats. Each flat will be provided with the following electrical points with good quality switch.

- Bed Room : - Light points- 2, Fan point-1, 5 Amp.-1, 15 Amp.-1
Dining/ Drawing : - Light points- 2, Fan point-1, 5 Amp.-1, 15 Amp.-1, T.V.
Telephone \ Cable connection point
Kitchen : - Light point-1, Exhaust Fan point-1, 5 Amp.-1, 15 Amp.-1,
Common Toilet & W.C. : - Light point- 1, Exhaust Fan point-1,
Verandah : - Light point- 1
Entrance : - Door Bell point-1, Light point- 1,

WATER SUPPLY: -

Overhead and Underground Reservoir and standard pump set.

PAINTING: -

Plaster of Paris

Colour wash in outside wall and white wash in all common areas of the building.

VERANDAH GRILLS: -

M.S. Railing up to 1'-6" will be provided on 1'-6" brick work in such verandah.

EXTRA WORK: -

For all extra works and fittings as desired, party shall have to bear the cost as per our calculation and 50% of the calculated costs have to be deposited before start of the work.

LIFT

Lift will be provided in the building of standard company.

In case of Garage & Gowdown: - cemented Flooring and Light point- 1

In case of Shop: - Cemented Flooring, Light point- 1, Fan point-1, 5 Amp.-1, Rolling Shutter.

THE SCHEDULE "E" ABOVE REFERRED TO
[PAYMENT SCHEDULE]

Consideration amount of the Vendors amounting to Rs.8, 00,000/- (Rupees Eight Lac) only will be paid in the following manner: -

1) At the time of Agreement	Rs.1,00,000/-
2) Before sanction of the Building Plan	Rs.4,00,000/-
3) After Building sanction Plan	Rs.3,00,000/-
Total	<u>Rs.8, 00,000/-</u>

(Rupees Eight Lac) only

N.B.- Rs.30,000/- will have to paid for each Electric Meter in the name of individual owner.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.


SIGNED SEALED AND DELIVERED

In the presence of the following

WITNESSES:-

1. *Ant Bismar*

Son of Mohan Biswas
Siddhartha Nagar colony
Krishna pur - Kol-102


LTI at Fulmaria Thapa
Daj the pen at
Narayan Halder.
Chinu Halder.

SIGNATURE OF THE OWNERS

2. *Narayan Halder.*

Son of late Rohini Kumar Halder.
Krishna pur samar surani Kol-102

M/s CHOWDHURY ENTERPRISE
Sadhana Chowdhury
Satya Chowdhury Partner

SIGNATURE OF THE DEVELOPER

Drafted by me as per instructions of the Parties hereto
Read over and Explained in Bengali by me and prepared

In my office: -

Kousik Saha
Advocate

(KOUSIK SAHA)
Advocate

District Judges' Court, Barasat,
North 24-Parganas

MEMO OF CONSIDERATION

RECEIVED a sum of Rs.1, 00,000/- (Rupees One Lac) only from the within named Developer as consideration money in the following manner: -

MEMO

By Cash on different dates Rs. 1, 00, 000/-

Total

Rs.1, 00,000/-

(Rupees One Lac) only

LTI at Fulmachi Thapa.
By the pen of
Narayan Halder.
Chinu Halder.

SIGNATURE OF THE OWNERS



WITNESSES: -

1. Anil Kumar









2. Narayan Halder.

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. RAJARHAT, District- North 24-Parganas
Signature / LTI Sheet of Serial No. 05656 / 2015, Deed No. (Book - I , 05278/2015)

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Satya Chowdhury 424, Shyamnagar Road, Kolkata, Thana:-Dum Dum, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700055	 04/05/2015	 LTI 04/05/2015	<i>Satya Chowdhury</i> 4/5/2015

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Fulmala Thapa Address -Krishnapur Samar Sarani No 3 Camp, Kolkata, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059	Self	 04/05/2015	 LTI 04/05/2015	<i>LTI of Fulmala Thapa by the D-er of Narayan Halder.</i>
2	Chinu Halder Address -Krishnapur Samar Sarani No 3 Camp, Kolkata, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059	Self	 04/05/2015	 LTI 04/05/2015	<i>Chinu Halder.</i>
3	Satya Chowdhury Address -424, Shyamnagar Road, Kolkata, Thana:-Dum Dum, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700055	Confirming Party	 04/05/2015	 LTI 04/05/2015	<i>Satya Chowdhury</i> 4/5/2015,
4	Sadhana Chowdhury Address -424, Shyamnagar Road, Kolkata, Thana:-Dum Dum, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700055	Confirming Party	 04/05/2015	 LTI 04/05/2015	<i>Sadhana Chowdhury</i>

Name of Identifier of above Person(s)

Narayan Halder
Krishnapur Samar Sarani, Kolkata, Thana:-Baguiati,
District:-North 24-Parganas, WEST BENGAL, India, Pin
:-700102

Signature of Identifier with Date

Narayan Halder
04.05.2015

Additional District Sub-Registrar
Rajarhat, North 24-Parganas
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
04 MAY 2015



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

Endorsement For Deed Number : I - 05278 of 2015
(Serial No. 05656 of 2015 and Query No. 1523L000010075 of 2015)

On 04/05/2015

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

Rs. 1150/- is paid , by the draft number 686514, Draft Date 21/03/2015, Bank Name State Bank of India, SHAMBAZAR, received on 04/05/2015

(Under Article : B = 1089/- ,E = 21/- ,Excess amount = 40/- on 04/05/2015)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-1,22,40,000/-

Certified that the required stamp duty of this document is Rs.- 20021 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 15050/- is paid , by the draft number 686513, Draft Date 21/03/2015, Bank : State Bank of India, SHAMBAZAR, received on 04/05/2015

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


Presented for registration at 12.35 hrs on :04/05/2015, at the Office of the A.D.S.R. RAJARHAT by Satya Chowdhury , one of the Executants.

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

Execution is admitted on 04/05/2015 by

1. Fulmala Thapa, wife of Late Ram Bahadur Thapa , Krishnapur Samar Sarani No 3 Camp, Kolkata, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059, By Caste Hindu, By Profession : House wife
2. Chinu Halder, wife of Narayan Halder , Krishnapur Samar Sarani No 3 Camp, Kolkata, Thana:-Baguiati, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700059, By Caste Hindu, By Profession : House wife
3. Satya Chowdhury
Partner, Chowdhury Enterprise, 98, Shyam Nagar Road, Kolkata, Thana:-Dum Dum, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700055.
, By Profession : Business


































04 MAY 2015


Additional District Sub-Registrar
Rajarhat, New Town, North 24 Pgs.
(Debasis Dhar)
Additional District Sub-Registrar












04/05/2015 13:45:00

Endorsement Page 1 of 2

PAGE NO
SPECIMEN FORM FOR TEN FINGER PRINTS

SL. No.	Signature of the Executants / Presentants					
	 LTI at Fulmala Thapa Bag the pen at Narayan Halder.	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
						
	 Chinu Halder.	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
						
	 Satya Choudhury.	Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
						

PAGE NO
SPECIMEN FORM FOR TEN FINGER PRINTS

SL. No.	Signature of the Executants / Presentants							
	 Sadhana Choudhary Sadhana Choudhary	Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
								
		Thumb	Fore	Middle	Ring	Little		
		(Right Hand)						
								
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
				(Right Hand)				
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
				(Right Hand)				