DIAMONJUDIC

63AB 053580

3 249 5941/21

शिक्ववर्षण पश्चिम बंगाल WEST BENGAL
४ (१२/२-)

विकास के अप पश्चिम बंगाल WEST BENGAL
४ (१२/२-)

विकास के अप पश्चिम बंगाल WEST BENGAL
४ (१२/२-)

विकास के अप पश्चिम बंगाल WEST BENGAL
४ (१२/१-)

विकास के अप पश्चिम बंगाल WEST BENGAL
४ (१२/१-)

विकास के अप पश्चिम बंगाल WEST BENGAL
४ (१२/१-)

विकास के अप पश्चिम बंगाल WEST BENGAL
४ (१२/१-)

विकास के अप पश्चिम बंगाल WEST BENGAL
४ (१२/१-)

विकास के अप पश्चिम बंगाल WEST BENGAL
४ (१२/१-)

विकास के अप पश्चिम बंगाल WEST BENGAL
४ (१२/१-)

विकास के अप पश्चिम बंगाल WEST BENGAL
४ (१२/१-)

विकास के अप पश्चिम बंगाल WEST BENGAL
४ (१२/१-)

विकास के अप पश्चिम बंगाल WEST BENGAL
४ (१२/१-)

विकास के अप पश्चिम बंगाल WEST BENGAL
४ (१२/१-)

विकास के अप पश्चिम बंगाल WEST BENGAL
४ (१२/१-)

विकास के अप पश्चिम बंगाल WEST BENGAL
४ (१२/१-)

विकास के अप पश्चिम बंगाल WEST BENGAL
४ (१२/१-)

विकास के अप पश्चिम बंगाल WEST BENGAL
४ (१२/१-)

विकास के अप पश्चिम बंगाल WEST BENGAL
४ (१२/१-)

विकास के अप पश्चिम बंगाल WEST BENGAL

Date : 08.12.2021. 1.

Place : Kolkata

3. Parties :

3.1 CENTURY PRIVATE LIMITED [PAN

Contd......2

: AADCC3552H], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its office at Ground Floor, 6/1K, Rajabagan Lane, P.O. Ghungudanga, P.S. Sinthee, Kolkata - 700030, District North 24 Parganas, West Bengal, represented by its Director namely ASHOK KUMAR ROY [PAN: AFNPR0555H], [AADHAAR NO. 588219898926] & [MOBILE NO. 9830337384], son of Late Ajit Kumar Roy, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 5/4V, Dum Dum Road, P.S. Sinthee, Kolkata - 700030, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as the <u>"LANDOWNER"</u> (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their director in office, office bearers, executors, administrators, representatives and assigns and nominee or nominees) of the <u>ONE PART</u>.

AND

VAISHNO DEVI REALTY [PAN : AAPFV7361N], a Partnership Firm, having its 3.2 office at Rajarhat, Bhatenda, Kalibari Road, P.O. & P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Partners namely (1) MOHANTA KUMAR MALLICK [PAN : AQMPM2322B], [AADHAAR NO. 247705059372] & [MOBILE NO. 9874125754], son of Rakhal Chandra Mallick, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Mallick Bari, Kaikhali Ghosh Para, P.O. & P.S. Aiport, Kolkata - 700052, District North 24 Parganas, West Bengal, (2) DIPEN NASKAR [PAN : ABKPN7864J], [AADHAAR NO. 940299393682] & [MOBILE NO. 9830309651], son of Bibhuti Bhusan Naskar, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Tegharia Main Road, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, (3) DILIP DUTTA [PAN : AFXPD8923K], [AADHAAR NO. 569630862356] & [MOBILE NO. 9231697522], son of Late Biswanath Dutta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Kaikhali Ramkrishna Pally, P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal, (4) AJAY KUMAR SINGH [PAN : AZPPS1090Q], [AADHAAR NO. 329105682543] & [MOBILE NO. 9831204640], son of Mohan Singh, by faith -Hindu, by occupation - Business, by nationality - Indian, residing at Flat No. 2D, Haranosur Apartment, Kaikhali Shibtala Mandir, Subala Nursing Home, P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal & (5) SUDESH KUMAR GUPTA [PAN : ADUPG7513R], [AADHAAR NO. 313793075726] &

[MOBILE NO. 9831117210], son of Abhoy Nath Gupta @ Abhay Nath Gupta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 35, Dr. S.P. Mukherjee Road, P.O. & P.S. Dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representative, and assigns) of the OTHER PART.

Landowner and the Developer collectively Parties and individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

- Subject Matter of Development :
- 4.1 Development Project & Appurtenances :
- 4.1.1 Project Property: ALL THAT piece and parcel of a demarcated plot of Bastu land measuring 19 (Nineteen) Cottab 5 (Five) Chittack 4 (Four) sq.ft. be the same a little more or less including cement flooring Tiles Shed measuring 100 Square Feet more or less, lying and situate at Mouza Kalaberia, J.L. No. 30, Rc. Sa. No. 52, Touzi No. 173, Hal Touzi No. 10, Pargana Kalikata, P.S. Rajarhat, comprised in C.S. Dag No. 144 corresponding to R.S./L.R. Dag No. 43, under R.S. Khatian No. 38, L.R. Khatian No. 932 (in the name of Century Mansion Private Limited, Landowner herein), A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, P.O. Rajarhat, Kolkata 700135, in the District North 24 Parganas, in the State of West Bengal, and which is morefully described in the First Schedule hereinafter written.
- 5. BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS:
- 5.1 Representations and Warranties Regarding Title: The Landowner has/hve made the following representation and given the following warranty to the Developer regarding title.

- CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF CENTURY

 MANSION PRIVATE LIMITED, LANDOWNER HEREIN, IN RESPECT OF

 FIRST SCHEDULE PROPERTY, AS IS FOLLOWS:
- Absolute Joint Recorded Ownership of (1) Jitendra Nath Basu & (2) Dhirendra Nath Basu: One (1) Jitendra Nath Basu & (2) Dhirendra Nath Basu were the absolute joint recorded owners of ALL THAT piece and parcel of Sali land measuring 120 (One Hundrd Twenty) Decimal more or less, comprised in C.S. Dag No. 144 corresponding to R.S. Dag No. 43, under R.S. Khatian No. 38, in Mouza Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No. 173, Hal Touzi No. 10, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.
- 5.1.1.2 Demise of Dhirendra Nath Basu: While in absolute possession and absolute ownership over the aforesaid property, the said Dhirendra Nath Basu died intestate, leaving behind his six sons namely (1) Abani Kumar Basu, (2) Pravash Chandra Basu, (3) Sukumar Basu, (4) Subhash Chandra Basu, (5) Manindra Nath Basu & (6) Phanindra Nath Basu, as his heirs and successors in interest in respect of his undivided fifty share in the aforesaid property, left by the said Dhirendra Nath Basu, since deceased.
- 5.1.1.3 Demise of (1) Manindra Nath Basu & (2) Sukumar Basu: The said (1) Manindra Nath Basu & (2) Sukumar Basu, both sons of Late Dhirendra Nath Basu both died intestate as unmarried/bachelor condition, and in accordance with the Hindu Succession Act, the share of the said (1) Manindra Nath Basu & (2) Sukumar Basu in the aforesaid property, devolved upon their alive brothers; the said (1) Abani Kumar Basu, (2) Pravash Chandra Basu, (3) Subhash Chandra Basu & (4) Phanindra Nath Basu in equal proportion.
- 5.1.1.4 Absolute Joint Ownership of Jintendra Nath Basu & 4 Others: Thus on the basis of the aforementioned facts and circumstances, the said Jitendra Nath Basu and the said (1) Abani Kumar Basu, (2) Pravash Chandra Basu, (3) Subhash Chandra Basu & (4) Phanindra Nath Basu, became the absolute joint owners of the aforesaid land measuring 120 (One Hundrd Twenty) Decimal more or less, comprised in C.S. Dag No. 144 corresponding to R.S. Dag No. 43, under R.S. Khatian No. 38, in Mouza Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No. 173, Hal Touzi No. 10, Pargana-Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.

Record By Pravash Chandra Basu: It is to be mentioned here that the said Pravash Chandra Basu, son of Late Dhirendra Nath Basu duly recorded his name in the record eff the L.R. Settlement, in L.R. Khatian No. 236.

Acquired (Part) By Government of West Bengal & Remaining Ownership: It is also partinent to mentioned here that out of the aforesaid total plot of land measuring Eco (One Hundred Twenty) Decimals more or less, a land measuring 8 (Eight) Decimals more or less was acquired by Government of West Bengal by virtue of a notice issued by L.A. Collector vide L.A. No. 4/42 of 58-59, for construction of Road, and hence the title of the said Jitendra Nath Basu and the said (1) Abani Kumar Basu, (2) Pravash Chandra Basu, (3) Subhash Chandra Basu & (4) Phanindra Nath Basu, was reduced to 112 (One Hundred Twelve) Decimals more or less, comprised in C.S. Dag No. 144 corresponding to R.S. Dag No. 43, under R.S. Khatian No. 38, in Mouza - Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No. 173, Hal Touzi No. 10, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.

- Joint Sale by the said (1) Subhas Chandra Basu & (2) Phanindra Nath Basu to their co-owner, said Jitendra Nath Basu: The said (1) Subhas Chandra Basu & (2) Phanindra Nath Basu jointly sold, transferred and conveyed their share (out of their joint 1/8th share) in the aforesaid total plot of land measuring 112 (One Hundred Twelve) Decimals more or less, comprised in C.S. Dag No. 144 corresponding to R.S. Dag No. 43, under R.S. Khatian No. 38, in Mouza Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No. 173, Hal Touzi No. 10, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to their co-owner, the said Jitendra Nath Basu, by the strength of a Registered Decd of Conveyance, registered on 06.03.1974, registered in the office of the Sub-Registrar, Cossipore, Dum Dum, and recorded in Book No. I, Volume No. 36, Pages 214 to 218, being Deed No.1900 for the year 1974.
- 5.1.1.8 Demise of Subhash Chandra Basu: The said Subhash Chandra Basu died intestate, leaving behind his wife namely Pushpa Basu and three sons namely (1) Ashok Kumar Basu, (2) Ashim Basu & (3) Raju Basu, as his heirs and successors in interest in respect of his undivided share left by the said Subhash Chandra Basu, since deceased, in the aforesaid total property.
- 5.1.1.9 Demise of Phanindra Nath Basu: The said Phanindra Nath Basu died intestate, leaving behind his wife namely Gita Basu and only daughter namely Lakshmi Basu as

his heirs and successors in interest in respect of his undivided share left by the said Phanindra Nath Basu, since deceased, in the aforesaid total property.

- Demise of Jitendra Nath Basu: The said Jitendra Nath Basu died intestate on 15.12.1977, leaving behind his six sons namely (1) Sudin Prakash Basu, (2) Bivash Chandra Basu, (3) Jaydeb Chandra Basu, (4) Sushanta Kumar Basu, (5) Rabin Kumar Basu & (6) Panchu Gopal Basu, and two daughters namely (1) Gouri Rani Ghosh & (2) Anjali Rani Ghosh, as his heirs and successors in interest in respect of his undivided share in the aforesaid total property, left by the said Jitendra Nath Basu, since deceased.
- Sale by the said Abani Kumar Basu to the said Sudin Prakash Basu & 7 Others: The said Abani Kumar Basu sold, transfer and conveyed his share in the aforesaid total plot of land measuring 112 (One Hundred Twelve) Decimals more or less, comprised in C.S. Dag No. 144 corresponding to R.S. Dag No. 43, under R.S. Khatian No. 38, in Mouza Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No. 173, Hal Touzi No. 10, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to his co-owners, the said (1) Sudin Prakash Basu, (2) Bivash Chandra Basu, (3) Jaydeb Chandra Basu, (4) Sushanta Kumar Basu, (5) Rabin Kumar Basu, (6) Panchu Gopal Basu, (7) Gouri Rani Ghosh & (8) Anjali Rani Ghosh, by the strength of a Registered Deed of Conveyance, registered on 17.12.1979, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 170, Pages No. 41 to 44, being Deed No. 8194 for the year 1979.
- 5.1.1.12 Sale by the said Pushpa Basu & Others to the said Sudin Prakash Basu & 7 Others: The successors of the said Subhash Chandra Basu, since deceased namely (1) Pushpa Basu, (2) Ashok Kumar Basu, (3) Ashim Basu. & (4) Raju Basu AND successors of the said Phanindra Nath Basu, since deceased namely (1) Gita Basu & (2) Lakshmi Basu, jointly sold, transferred and conveyed a plot of land measuring 9.97 (Nine Point Nine Seven) Decimals more or less out of the aforesaid total plot of land measuring 112 (One Hundred Twelve) Decimals more or less, comprised in C.S. Dag No. 144 corresponding to R.S. Dag No. 43, under R.S. Khatian No. 38, in Mouza Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No. 173, Hal Touzi No. 10, Pargana-Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to their co-owners, the said (1) Sudin Prakash Basu, (2) Bivash Chandra Basu, (3) Jaydeb Chandra Basu, (4) Sushanta Kumar Basu, (5) Rabin Kumar Basu, (6) Panchu Gopal Basu, (7) Gouri Rani Ghosh & (8) Anjali Rani Ghosh, by the strength of a Registered Deed of Conveyance, registered on

C----

05.07,1000, registered in the office of the A.D.S.R. Bidhanangar, Salt Lake, and recorded in Book No. I, Volume No. 54, Pages No. 231 to 240, being Deed No. 2180 for the year 1999.

- Amicable Partition: To avoid future confrontation in the property, the said (1) Sudin Prakash Basu, (2) Rabin Kumar Basu, (3) Panchu Gopal Basu, (4) Bivash Chandra Basu, (5) Joydeb Chandra Basu, (6) Sushanta Kumar Basu, (7) Gouri Rani Basu & (8) Anjali Rani Ghosh, and the said Pravash Chandra Basu, amicably partition their share in the aforesaid total property, by executing a amicable Deed of Partition.
- 5.1.1.14 L.R. Records: It is to be stated here that the said (1) Sudin Prakash Basu, (2) Rabin Kumar Basu, (3) Panchu Gopal Basu, (4) Bivash Chandra Basu, (5) Joydeb Chandra Basu & (6) Sushanta Kumar Basu, recorded their names in L.R. Settlement in respect of 98 (Ninety Eight) Decimals more or less out of the total land measuring 112 (One Hundred Twelve) Decimals more or less. The L.R. Khatian Numbers of the said owners, is as follows:

Name.	L.R.Khatian No.		
Sudin Prakash Basu	470/1		
Bivash Chandra Basu	263/1		
Joydeb Chandra Basu	142/1		
Sushanta Kumar Basu	497/1		
Rabin Kumar Basu	339/1		
Panchu Gopal Basu	214/1		

5.1.1.15 Sale by the said Sudin Prakash Basu & 7 Others to (1) Tapashi Biswas & (2) Mridul Kanti Dey: The said (1) Sudin Prakash Basu, (2) Rabin Kumar Basu, (3) Panchu Gopal Basu, (4) Bivash Chandra Basu, (5) Joydeb Chandra Basu, (6) Sushanta Kumar Basu, (7) Gouri Rani Basu & (8) Anjali Rani Ghosh, jointly sold, transferred and conveyed a plot of land measuring 33 (Thirty Three) Decimals more or less equivalent to land measuring 20 (Twenty) Cottah more or less, out of their total mutation land area measuring 98 (Ninety Eight) Decimals more or less, comprised in C.S. Dag No. 144 corresponding to R.S./L.R. Dag No. 43, under R.S. Khatian No. 38, L.R. Khatian Nos. 470/1, 263/1, 142/1, 497/1, 3391/ & 214/1, in Mouza - Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No.173, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one (1) Tapashi Biswas, wife of Mrinal Biswas & (2) Mridul Kanti Dey, son of Late Surendra Nath Dey, by the strenth of a Registered Deed of

5 1 1 76

Conveyance, registered on 12.08.1994, registered in the office of the A.D.S.R. Bidhanagar, Salt Lake City, and recorded in Book No. I, Volume No. 121, Pages No. 107 to 122, being Deed No. 5604 for the year 1994.

Again Sale by the said Sudin Prakash Basu & 7 Others to Minati Roy And Ownership of Minati Roy: The said (1) Sudin Prakash Basu, (2) Rabin Kumar Basu, (3) Panchu Gopal Basu, (4) Bivash Chandra Basu, (5) Joydeb Chandra Basu, (6) Sushanta Kumar Basu, (7) Gouri Rani Basu & (8) Anjali Rani Ghosh, again jointly sold, transferred and conveyed a plot of land measuring 2 (Two) Cottah 4 (Four) Chittack 29 (Twenty Nine) sq.ft. more or less out of their total mutation land area measuring 98 (Ninety Eight) Decimals more or less, comprised in C.S. Dag No. 144 corresponding to R.S./L.R. Dag No. 43, under R.S. Khatian No. 38, L.R. Khatian Nos. 470/1, 263/1, 142/1, 497/1, 3391/, 214/1, 137, in Mouza - Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No.173, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one Minati Roy, wife of Jagannath Roy, by the strenth of a Registered Deed of Conveyance, registered on 10.02.1997, registered in the office of the A.D.S.R. Bidhanagar, Salt Lake City, and recorded in Book No. I, Volume No. 23, Pages 363 to 374, being Deed No. 865 for the year 1998.

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 865 for the year 1998, the said Minati Roy, wife of Jagannath Roy, became the absolute owner of the aforesaid plot of land measuring 2 (Two) Cottah 4 (Four) Chittack 29 (Twenty Nine) sq.ft. more or less.

- 5.1.1.17 Sale by the said Tapashi Biswas to the said Mridul Kanti Dey: The said Tapashi Biswas sold, transferred and conveyed a plot of land measuring 7 (Seven) Cottah 0 (Zero) Chittack 20 (Twenty) sq.ft. more or less out of her share in the aforesaid total purchased land [purchased under Deed No. 5604 for the year 1994 (as described in Clause No. 5.1.1.15)] measuring 33 (Thirty Three) Decimals more or less, to her co-owner, the said Mridul Kanti Dey, son of Late Surendra Nath Dey, by the strenth of a Registered Deed of Conveyance, Registered on 22.09.1997, registered in the office of the A.D.S.R. Bidhanagar, Salt Lake City, and recorded in Book No. I, Volume No. 179, Pages 27 to 36, being Deed No. 7812 for the year 1997.
 - 5.1.1.18 Again Sale by the said Sudin Prakash Basu & 7 Others to the said Mridul Kanti Dey: The said (1) Sudin Prakash Basu, (2) Rabin Kumar Basu, (3) Panchu Gopal Basu, (4) Bivash Chandra Basu, (5) Joydeb Chandra Basu, (6) Sushanta Kumar Basu,

(7) Gouri Rani Basu & (8) Anjali Rani Ghosh, again jointly sold, transferred and conveyed a plot of land measuring 1 (One) Cottah 4 (Four) Chittack 8 (Eight) sq.ft. more or less, cut of their possession, comprised in C.S. Dag No. 144 corresponding to R.S./L.R. Dag No. 43, under R.S. Khatian No. 38, L.R. Khatian Nos. 470/1, 263/1, 142/1, 497/1, 3391/ & 214/1, in Mouza - Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No.173, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to the said Mridul Kanti Dey, son of Late Surendra Nath Dey, by the strength of a Registered Deed of Conveyance, registered on 27.08.2004, registered in the office of the A.D.S.R. Bidhanagar, Salt Lake City, and recorded in Book No. I, Volume No. 2, Pages 1 to 23, being Deed No. 02474 for the year 2006.

- 5.1.1.19 Absolute Total Ownership of Mridul Kanti Dey under (1) Deed No. 5604 for the year 1994, (2) Deed No. 7812 for the year 1997 & (3) Deed No. 62474 for the year 2006: Thus on the basis of the aforementioned three Registered Deeds of Conveyance, bearing (1) Deed No. 5604 for the year 1994, (2) Deed No. 7812 for the year 1997 & (3) Deed No. 02474 for the year 2006, the said Mridul Kanti Dey, became the absolute owner of land measuring 18 (Eighteen) Cottah 4 (Four) Chittack 28 (Twenty Eight) sq.ft. more or less, comprised in C.S. Dag No. 144 corresponding to R.S./L.R. Dag No. 43, under R.S. Khatian No. 38, L.R. Khatian Nos. 470/1, 263/1, 142/1, 497/1, 3391/ & 214/1, in Mouza Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No.173, Hal Touzi No. 10, Pargana Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.
- 5.1.1.20 Sale by the said Mridul Kanţi Dey to the present owner, Century Mansion Private Limited: The said Mridul Kanţi Dey sold, transferred and conveyed a plot of land measuring 17 (Seventeen) Cottah 0 (Zero) Chittack 20 (Twenty) sq.ft. more or less out of his aforesaid possession, comprised in C.S. Dag No. 144 corresponding to R.S./L.R. Dag No. 43, under R.S. Khatian No. 38, L.R. Khatian Nos. 470/1, 263/1, 142/1, 497/1, 3391/ & 214/1, in Mouza Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No.173, Hal Touzi No. 10, Pargana Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one M/s. Century Mansion Private Limited, Landowner herein, by the strenth of a Registered Deed of Conveyance, registered on 20.06.2008, registered in the office of the D.S.R.-II, North 24 Parganas at Barasat, and recorded in Book No. I, CD Volume No. 6, Pages 7594 to 7611, being Deed No. 04578 for the year 2008.

. . .

- Sale by the said Minati Roy to the said Century Mansion Private Limited: The said Minati Roy, wife of Jagannath Roy, sold, transferred and conveyed her aforesaid plot of land [purchased under Deed No. 865 for the year 1998 (as described in Clause No. 5.1.1.16)] measuring 2 (Two) Cottah 4 (Four) Chittack 29 (Twenty Nine) sq.ft. more or less, comprised in C.S. Dag No. 144 corresponding to R.S./L.R. Dag No. 43, under R.S. Khatian No. 38, L.R. Khatian Nos. 470/1, 263/1, 142/1, 497/1, 3391/, 214/1, 137, in Mouza Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No.173, Hal Touzi No. 10, Pargana Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur I No. Gram Panchayet, in the District North 24 Parganas, to the said M/s. Century Mansion Private Limited, Landowner herein, by the strenth of a Registered Deed of Conveyance, registered on 23.03.2009, registered in the office of the A.D.S.R. Bidhanagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 3, Pages 7660 to 7675, being Deed No. 02600 for the year 2009.
- Absolute Ownership of Century Mansion Private Limited under (1) Deed No. 04578 for the year 2008 & (2) Deed No. 02600 for the year 2009: Thus on the basis of the aforementioned Registered Deeds of Conveyance, bearing (1) Deed No. 04578 for the year 2008 & (2) Deed No. 02600 for the year 2009, the said M/s. Century Mansion Private Limited, Landowner herein, became the absolute owner of ALL THAT piece and parcel of a demarcated plot of sali land measuring 19 (Nineteen) Cottah 5 (Five) Chittack 4 (Four) sq.ft. be the same a little more or less, comprised in C.S. Dag No. 144 corresponding to R.S./L.R. Dag No. 43, under R.S. Khatian No. 38, L.R. Khatian Nos. 470/1, 263/1, 142/1, 497/1, 3391/, 214/1, 137, in Mouza Kalaberia, J.L. No. 30, Re.Sa.No. 52, Touzi No.173, Hal Touzi No. 10, Pargana Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, and which is morefully described in the First Schedule hereunder written.
- 5.1.1.23 L.R. Record: After having absolute possession and absolute ownership over the aforesaid property, the said Century Mansion Private Limited, Landowner herein, duly recorded its names in the record of the L.R. Settlement, in L.R. Khatian No. 932.
- 5.1.1.24 Conversion of Land from 'Sali' to 'Bastu': While in absolute possession and absolute ownership over the aforesaid property, the said Century Mansion Private Limited, Landowner herein, duly applied before the Office of the Sub-Divisional Land & Land Reforms Officer, Barasat, North 24 Parganas, for conversion of the said land possessed by the said M/s. Century Mansion Private Limited under L.R. Khatian No. 932, in L.R. Dag No. 43, from 'Sali' to 'Bastu', and the concerned SDL&LRO duly converted

the said land from 'Sali' to 'Bastu', vide Memo No. Conv/S-24/812 (1-B)/SDL/BST/ 2012 dated 04.05.2012, under Conversion Case No. 24/SDL/BST/12/Raj.

DESIRE OF DEVELOPMENT OF THE LAND & ACCEPTANCE AND REGISTERED POWER OF ATTORNEY:

- Desire of Development & Acceptance: The said Century Mansion Private Limited, Landowner herein express its desire to develop the aforesaid plot of land measuring 19 (Nineteen) Cottah 5 (Five) Chittack 4 (Four) sq.ft. be the same a little more or less, by constructing a multi storied building/s thereon, and the present Developer, Vaishno Devi Realty, have accepted the said proposal and the Landowner has/have decided to enter into this present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.
- 6.1.1 Registered Development Power of Attorney: For the smooth running of the said project, the Landowner herein agreed to execute a Registered Development Power of Attorney After Registered Development Agreement, by which the Landowner herein has/have appointed and nominated the said Vaishno Devi Realty, Developer herein, as its Constituted Attorney, to act on behalf of the Landowner.

DEFINITION:

- 7.1 Building: Shall mean multi storied building/s so to be constructed on the schedule property.
- 7.1.1 Common Facilities & Amenities: Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 7.1.2 Saleable Space: Shall mean the space within the building, which is to be available as an unit/flat/car parking space/shop for independent use and occupation in respect of Landowner's Allocation and Developer's Allocation as mentioned in this Agreement.
- 7.1.3 Landowner's Allocation: Shall mean the consideration against the project by the Landowner, which is morefully described in Second Schedule hereunder written.

- Developer's Allocation: Shall mean all the remaining area of the proposed multistoried building excluding Landowner's Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 7.1.5 Architect/Engineer: Shall mean such person or persons being appointed by the Developer.
- 7.1.5 Transfer: With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said building to intending purchasers thereof.
- 7.1.5 Building Plan: Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the concerned authority/authorities for construction of the building including its modification and amenities and alterations.
- 7.1.6 Built Up Area/Lockable Area: Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.
- 7.1.7 Total Covered Area: Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.
- 7.1.8 Super Built Up Area (For any Individual Unit) Here super built up area means the total covered area plus service area.

8. LANDOWNER'S RIGHT & REPRESENTATION:

- 8.1 Indemnification regarding Possession & Delivery: The Landowner is now seized and possessed of and/or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.
- 8.1.1 Free From Encumbrance: The Landowner also indemnify that the schedule property is free from all encumbrances and the Landowner has/have marketable title in respect of the said premises.

DEVELOPER/PROMOTER'S RIGHTS :

Authority of Developer: The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.

- 2.1.1 Right of Construction: The Landowner hereby grant permission an exclusive rights to the Developer to build new building/s upon the project property.
- 9.1.2 Construction Cost: The Developer shall carry total construction work of the present multi building at their own costs and expenses. No liability on account of construction cost will be charged from Landowner's Allocation and/or the proposed multi storied building.
- 9.1.3 Sale Proceeds of Developer's Allocation: The Developer will take the sale proceeds of Developer's Allocation exclusively.
- 9.1.4 Booking & Agreement for Sale: Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possssion/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowner as a Registered Power of Attorney Holder. All the sales consideration of Developer's Allocation either partly or wholely will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Landowner.
- 9.1.5 Selling Rate: The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowner.
- 9.1.6 Profit & Loss: The profit & loss carned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 9.1.7 Possession to the Landowner: On completion of the project, the Developer will handover undisputed possession of the Landowner's Allocation Together With all rights of the common facilities and amenities to the Landowner with Possession Letter and will take release from the Landowner by executing a Deed of Release.

- Pessession to the intending purchaser: On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representative and Power of Attorney holder of the Landowner.
- Deed of Conveyance: The Deed of Conveyance in respect of Developer's Allocation, will be signed by the Developer on behalf of and as representative and registered Power of Attorney Holder of the Landowner.

10. CONSIDERATION :

10.1 Permission against Consideration: The Landowner grant permission for exclusive right to construct the proposed building in consideration of Landowner's Allocation to the Developer.

11. DEALING OF SPACE IN THE BUILDING:

- 11.1 Exclusive Power of Dealings of Landowner: The Landowner shall be entitled to transfer or otherwise deal with Landowner's Allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowner's Allocation.
- 11.1.1 Exclusive Power of Dealings of Developer: The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowner and the Landowner shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

12. NEW BUILDING :

- 12.1 Completion of Project: The Developer shall at their own costs construct, and complete the proposed building/s with good and standard material as may be specified by the Engineer of the Developer from time to time.
- 12.1.1 Installation of Common Amenities: The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./ W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained

extended and constructed for sale of flats therein on ownership basis and as mutually agreed upon.

- Architect Fees etc.: All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowner shall bear no responsibility in this context.
- Panchayet Taxes & Other Taxes of the Property: The Landowner shall pay and clear up all the arrears on account of Panchayet taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will pay the same from the date of execution of these presents till the date of completion of the construction and allocation. From the date of completion and allocation of the floor area between the Landowner and the Developer the Panchayet taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowner, by the Developer and/or their nominees and the Landowner and/or its nominee/nominees respectively.
- 12.1.4 Upkeep Repair & Maintenance: Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

13. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER:

- 13.1 Delivery of Possession: As soon as the building will be completed, the Developer shall give written notice to the Landowner requiring the Landowner to take possession of the Landowner's Allocation in the building and certificate of the Architect/L.B.S of the Panchayet being provided to that effect.
- 13.1.1 Payment of Panchayet Taxes: Within 30 days from the receive possession of Landowner's Allocation and at all times there after the Landowner shall be exclusively responsible for payment of all Panchayet and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowner's Allocation only.
- 13.1.2 Share of Common Expenses & Amenities: As and from the date of delivery of possession to be received, the Landowner shall also be responsible to pay and bear and shall pay to the Developer/Flat Owners Association, the service charges for the

common facilities in the new building payable in respect of the Landowner's Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

14. COMMON RESTRICTION:

- 14.1 Restriction of Landowner and Developer in common: The Landowner's Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows:-
- 14.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
- 14.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 14.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed all to terms and conditions on their respective part to be observed and/or performed and the proposed transferce shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferce shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 14.1.4 Both parties shall abide by all laws, byelaws, rules and regulation 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, byelaws and regulation.

- The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings 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 particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against the consequence of any breach.
- 14.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- 14.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- 14.1.8 The Landowner shall permit the Developer and its/their servants and agents with or without workman and other at all reasonable times to enter into and upon the Landowner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

15. LANDOWNER'S OBLIGATION :

15.1 No Interference :

The Landowner hereby agree and covenant with the Developer :

- not to cause any interference or hindrance in the construction of the building by the Developer.
- (ii) not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building.
- (iii) not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

DEVELOPER'S OBLIGATIONS :

16.1

Time Schedule of Handing Over Landowner's Allocation: The Developer hereby agrees and covenants with the Landowner to handover Landowner's Allocation (morefuly described in the Second Schedule hereunder written) within 36 (Thirty Six) months from the date of sanctioning the building plan from the concerned authority/ authorities. The Developer also empowers by the Landowner a grace period of 6 (Six) months more to deliver the Landowner's Allocation.

- 16.1.1 Penalty: If the Landowner's Allocation will not be delivered within the stated period, the Developer shall be liable to pay Rs.50,000/- (Rupees Fifty Thousand only) per month to the Landowner as demurrage.
- 16.1.2 No Violation: The Developer hereby agree and covenant with the Landowner:
 - not to violate or contravenes any of the provisions of rules applicable to construction of the said building.
 - (ii) not to do any act, deed or thing, whereby the Landowner is prevented from enjoying, selling, assigning and/or disposing of any Landowner's Allocation in the building at the said premises vice versa.

17. LANDOWNER'S INDEMNITY:

17.1 Indemnity: The Landowner hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfil the terms and conditions herein contained and/or its part to be observed and performed.

18. DEVELOPER'S INDEMNITY:

The Developer hereby undertake to keep the Landowner:

(i) indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the Developer in relation to the construction of the said building. against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or for any defect therein.

MISCELLANEOUS :

- Contract Not Partnership: The Landowner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.
- Not specified Premises: It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner related to which specific provisions may not have been mentioned herein. The Landowner hereby undertake to do all such legal acts, deeds, matters and things as and when required and the Landowner shall execute any such additional power of attorney and/or authorisation as may be required by the Developer for any such purposes and the Landowner also undertake to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowner and/or against the spirit of these presents.
- 19.1.2 Not Responsible: The Landowner shall not be liable or any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 19.1.3 Process of Issuing Notice: Any notice required to be given by the Developer to the Landowner shall without prejudice to any other mode of service available be deemed to have been served on the Landowner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.

Fermation of Association: After the completion of the said building and receiving praceful possession of the allocation, the Landowner hereby agree to abide by all the rules and regulations to be framed by any society/association/holding organisation and/or any other organisation, who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.

- Name of the Building: The name of the building shall be given by developer in due
- Right to borrow fund: The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowner or effecting its estate and interest in the said premises it being expressly agreed and understood that in no event the Landowner nor any of its estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- 19.1.7 Documentation: The Landowner delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the Landowner will bound to produce documents in original before any competent authority for inspection.
- 19.1.8 Electrical Transformer: The Electrical Transformer will be installed by the W.B.S.E.D.C.L. in the project. The process of installation of transformer will be taken by the developer. The Developer will not be liable for any delay caused by W.B.S.E.D.C.L. regarding installation of Transformer in the project within the stated period of handing over the possession and under no circumstances, the Landowner and purchaser/s of the building will blame and will take any steps on this point to the developer.

20. FORCE MAJEURE:

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeures and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the reasonable control of the parties hereto.

DISPUTES :

Disputes or differences in relation to or assising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:

Constitution of Arbitral Tribunal: The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowner.

Place: The place of arbitration shall be Kolkata only.

Binding Effect: The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

22. JURISDICTION:

In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO [Description of Land & Premises]

ALL THAT piece and parcel of a demarcated plot of Bastu land measuring 19 (Nineteen) Cottah 5 (Five) Chittack 4 (Four) sq.ft. be the same a little more or less including cement flooring Tiles Shed measuring 100 Square Feet more or less, lying and situate at Mouza - Kalaberia, J.L. No. 30, Re. Sa. No. 52, Touzi No. 173, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, comprised in C.S. Dag No. 144 corresponding to R.S./L.R. Dag No. 43, under R.S. Khatian No. 38, L.R. Khatian No. 932 (in the name of Century Mansion Private

Landowner herein), A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, See Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, P.O. Rajarhat, Kollistz - 700135, in the District North 24 Parganas, in the State of West Bengal. The said plot of land is butted and bounded as follows:-

ON THE NORTH

Vacant Land (Dag No. 42).

ON THE SOUTH

Approx. 86 ft. Wide Kharibari Road.

ON THE EAST

Vacant Land (Dag No. 43).

ON THE WEST

Nabadai Biddhashram.

THE SECOND SCHEDULE ABOVE REFERRED TO

<u>LANDOWNER'S ALLOCATION</u>: The Landowner hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows:-

The Landowner's Allocation will be allotted as follows :-

- The Landowner's Allocation of the Landowner in the proposed building, as is under;
 - i) GROUND FLOOR: 45% of the constructed area. Out of which an area measuring 2000 sq.ft. more or less of covered area will be allotted to the Landowner as commercial area (in the Front/Road Side) as per sanctioned building plan sanctioned by the concerned authority, and rest area, if any, will be allotted as parking space area.
 - ii) SECOND FLOOR: Entire (100%) Second Floor in form of self contained residential flats.
 - iii) FOURTH FLOOR: 80% constructed area on the Fourth Floor in from of self contained residential flats.

Lange on, after preparation of the Floor Plan, the flats/garages/commercial space will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowner along with a Supplementary Development Agreement denoting the flats/garages/commercial space within the purview of the Landowner's Allocation.

- It is also settled that except the Landowner's Allocation as described above, the Landowner will not get any area for the construction of the multi storied building, other constructed area of the building will exclusively be treated as Developer's Allocation.
- 3. The flats will be in habitable condition with proportionate share of the land, common roof facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.
- 4. The Landowner will also give permission to amalgamate its plot with other neighbour plots. The area constructed in the amalgamated plot will be devided in between the Landowner in proportionate land ratio.

THE THIRD SCHEDULE ABOVE REFERRED TO [Developer's Allocation]

<u>DEVELOPER'S ALLOCATION</u>: Shall mean all the remaining portion of the entire building (excluding Landowner's Allocation) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer.

THE FOURTH SCHEDULE ABOVE REFERRED TO [Specifications]

- STRUCTURE: Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
- EXTERNAL WALL: 8" thick brick wall and plastered with cement mortar (AAC black brick).
- INTERNAL WALL: 5"/4" thick brick wall and plastered with cement morter (AAC black brick).
- FLOORING: Flooring is of flat will be of Kajaria Tiles/ Stair design Marble.
- BATH ROOM: Bath room fitted upto 5'-6" height with Kajaria tiles of standard brand.
- KITCHEN: Cooking platform and sink will be of Granite stone 2'-6" Kajaria standard tiles above the platform to protect the oil spot.

TOWLET: Toilet of Hanging commode Kajaria (Icerovit Brand) concealed P.V.C. Cistern & one Basin. All fittings are Kerovit equivalent type. One wash hand basin is in dining space.

- DOORS: Sal Wood Frame. All doors including Main Door & Other door palla of the flat
- WINDOWS: Alluminium Sliding.
- 10. WATER SUPPLY: Water supply around the clock is assured for which necessary two submartible pump/deep tube well and two water filter machine will be installed.
- 11. PLUMBING: Toilet concealed wiring with PVC Pipe with two Pillar Cock/Hand, one shower each in toilet, all fittings are Kajaria (Kerovit) and one hot & cold water.
- 12. VERANDAH: Verandah grill will provide up to 2'-6" height from 1'-0" top of floor.
- 13. LIFT: Four passengers lift will be provided.
- 14. CC TV, Intercom, Mandir, Community Hall & Multi Gym will be provided in the project.

ELECTRICAL WORKS:

- 1. Full concealed wiring with Havels.
- 2. In Bed Room: Two light points, only one 5 amp. plug point, one fan point, A.C Point.
- 3. Living/Dining Room: Two light points, One Fan point, one 5 amp. plug, one 15 amp. plug (as per required area), A.C Point, one TV & one Intercom Telephone.
- Kitchen: Two light point, one exhaust fan point and one 15 amp. plug point. 4.
- 5. Toilet: Two light point, one 15 amp. plug point, one exhaust fan point.
- 6. Verandah : One light point, One Fan Point.
- 7. One light point at main entrance.
- 8. Calling Bell: One calling bell point at the main entrance.
- Generator : Mahindra & Mahindra (Silent) generator will be installed with connection of 9. all flats two light points and two fan points.
- 10. CC TV.
- 11. Roof with heat treatment process.

PAINTING :

- Inside wall of the flat will be finished with plaster of putty and external wall with weather a) coat.
- All door and windows frame painted with two coats white primer with colour including b) main gate and landing (Assian Paints or Burger).

EXTRA WORK: Any work other then specified above would be regarded as extra work for which separate payment is required to be made.

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

in the presence of :

HarielandBirthat Specific Brings Birthat. Specific Brings Bright. Par D. casalon (40 C! 136

2. Swining warranty.

Rea Hugun Bonaton

ROT R wrong pur

NA = 126

Century Mansion Private Limited
Represented by its Director
Ashok Kumar Roy
Landowner

Habarta Kamur Hallier

Mohanta Kumar Mallick

Diben Worker

Dipen Naskar

Drafted By Japan Chattepathyny & Associates,

Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 157.

Ph.:25708471.

Composed By:

John Dangupta.

Teghoria Main Road,

Kolkata - 700 157.

Also disc.

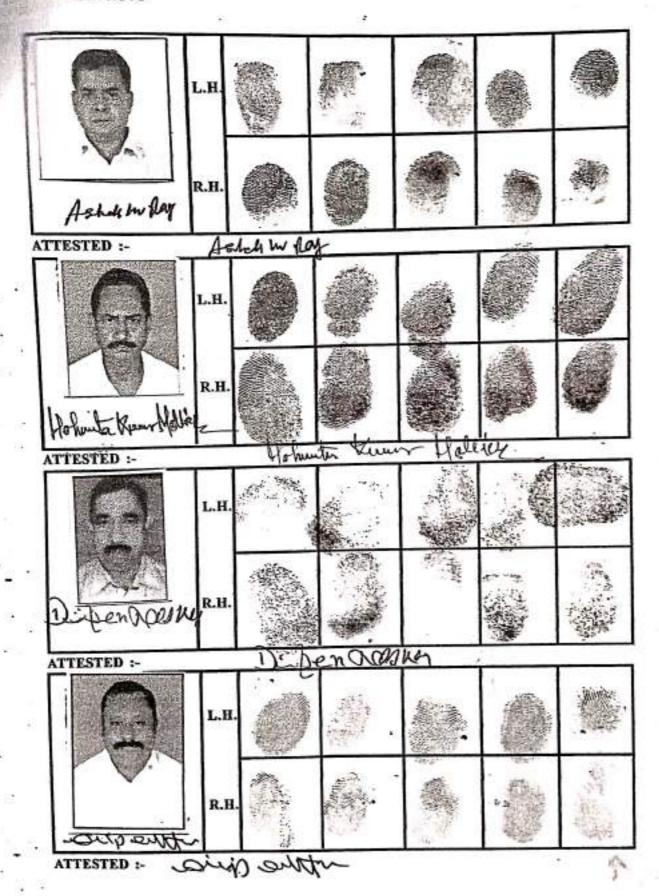
Dilip Dutta

Shoy lam II

Sudshigusts.

Sudesh Kumar Gupta All Partners of Vaishno Devi Realty <u>Developer</u> DESCRIPTION THE SECRET AND SELLER / SELLER / CLAIMANT SELLER / SETTIN PHOTO

UNDER RULES 44A OF THE I.R. ACT 1908
N.B. L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX-THUMB TO SMALL PRINTS



THE PRINTS

UNDER RULES 44A OF THE LR. ACT 1908
N.B. LH. BOX-SMALL TO THUMB PRINTS
R.H. BOX-THUMB TO SMALL PRINTS

L.I				to Asse.	
		Odion 10	in J.J.		-stille
L.H.			(1		
	Sir	drsh &	ypean.		
L.H.	•				
R.H.					
				Name - 100	
L.H.	*,	•	140		.:
R.H.	1				
	L.H.	L.H. CU L.H. R.H.	L.H. Cholosh & L.H. L.H. L.H.	Chottsh Gunta	L.H. Circlesh grands L.H. R.H. L.H.

Govt. of West Bengal Registration & Stamp Revenue GRIPS eChallan

1002021220129989461

29989461 Payment Mode:

Online Payment

@2/12/2021 16:26:19

Bank/Gateway: Bank of B

Bank of Boroda

1265018417 Successful BRN Date:

07/12/2021 16:12:29

Payment Ref. No:

3002490941/3/2021

[Query No*/Query Year]

deposition Details

Provincent States:

Depositor's Name:

PINAKI CHATTOPADHYAY

Address:

SHEEK TRANSC

TEGHORIA MAIN ROAD

Mobile:

9830061809

Contact No:

9830061809

Depositor Status:

Advocate

Query No:

3002490941

Applicant's Name:

Mr PINAKI CHATTOPADHYAY

Identification No:

3002490941/3/2021

Remarks:

Sale, Development Agreement or Construction agreement Payment No 3

Payment Details

Sl. No.	Payment ID	Head of A/C	Head of A/C	Amount (₹)
1	3002490941/3/2021	Property Registration- Stamp duty Property Registration- Registration Fees	0030-02-103-003-02 0030-03-104-001-16	40020 21
2	3002490941/3/2021	Property Registration Registration	Total	40041

IN WORDS:

FORTY THOUSAND FORTY ONE ONLY.