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 Dev Agreement  
 Additional Registrar of  
 Assurances-IV, Kolkata



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement attached to the document are the part of this Document.

*Se*  
 Additional Registrar  
 of Assurance-IV, Kolkata

23 APR 2016

DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT made this the 23rd day of April....., Two Thousand And Sixteen B E T W E E N (1) MRS. JAYASHREE MAUR wife of Mr. Uttam Kumar Maur (having PAN No. AHPPM2981C) (2) Miss. PIYALI MAUR D/O. Sri Uttam Kumar Mour (having PAN No. CCUPM0656G) both by Nationality Indians, by faith Hindu, by occupations Housewife and student respectively, both residing at Village and P.O. Kharar, Pin - 721222, P.S. Ghatal, District: West Midnapur, hereinafter jointly referred to and called as the "LANDOWNER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include each of their successors, executors, administrator, representatives and assigns and nominee or nominees) of the FIRST PART;

AND

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18 APR 2016

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BL. NO. \_\_\_\_\_ DATE \_\_\_\_\_  
NAME \_\_\_\_\_  
ADD. \_\_\_\_\_  
AMT. \_\_\_\_\_

ASTORGA CONSTRUCTION PVT. LTD.

ASTORGA CONSTRUCTION PVT. LTD. Director

AD-169, Sec-I, Salt Lake City  
Kolkata

*Mousumi Ghosh*

MOUSUMI GHOSH  
LICENSED STAMP VENDOR  
KOLKATA REGISTRATION OFFICE

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DEVELOPMENT FEE

Additional Registrar of Assurances, Kolkata



ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA  
23 APR 2016

THIS DEED OF AGREEMENT...  
...AND SIXTEEN...  
...AN...  
...KUMAR...  
...BY...  
...AND P.O. KHAR...  
...THE "LANDOWNER" (WHICH...  
...EXCLUDED BY OR...  
...OF THEIR SUCCESSORS...

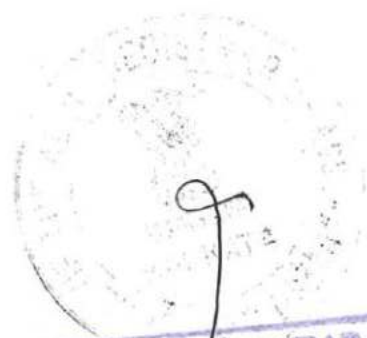
M/S. ASTOURGA CONSTRUCTION PVT. LTD. (having PAN - AAJCA50463M) a Company incorporated under Indian Companies Act, 1956 having its registered office at Taramita Vardman, AD - 189, Salt Lake City, Sector - 1, Kolkata - 700 061 represented by its Director Mr. SANJAY GUPTA (having PAN - ADRPG6327Q)son of Mr. Gopal Prasad Gupta hereinafter referred to as the 'DEVELOPER' (which expression unless excluded by or assignment to the context be deemed to mean and includes its successor or successors in office, administrators, executors, legal representatives, and assigns) of the SECOND PART;

WHEREAS THE OWNERS HAVE REPRESENTED TO THE DEVELOPER:

A. By a registered Deed of Conveyance dated 24.12.1982 duly registered at Sub-Registration Office at Cossipore, Dum Dum recorded in Book 1, Volume No. 136, Pages 252 to 254, Being No. 7944 for the year 1980, the Smt. Kupa Ghosh W/o. Late Srijay Kumar Ghosh therein called as the owner/vendor sold, transferred and conveyed all that piece and parcel of Salt land measuring 30 Cotaks a little more or less comprising P.S. Dep. No. 552, under C.S. Khatian No. 74 corresponding to P.S. Khatian No. 104, at Mouza - Suariguri, J.L. No. 22, H.S. No. 466, Taluqi No. 178, Police Station - Rajarhat at present P.S. New Town, District- 24 Parganas new North 24 Parganas, title and in favour of her daughter Sabita Ghosh free from all encumbrances where.909981

B. Since after the aforesaid purchase the said Sabita Ghosh thus became seized and possessed of the aforesaid Salt land without being interrupted by any person whatsoever and so from any corner whatsoever and subsequently the name of said Sabita Ghosh have been duly recorded in Land Settlement Rights of Record under L.R. Khatian No. 4852 and have been paying Rent or Khajira to Government of West Bengal; and while in an extent thereof.

C. By a Bebat Deed of Conveyance dated 11.05.2011 duly registered at the Office of the A.D.S.R. Bishnupagar recorded in Book 1, CD Volume, No. 11 Pages from 3273 to 3285, Being (Deed) No. 16134 for the year 2011, the said Sabita Ghosh being the owner thereof therein as the Vendor sold, conveyed and transferred free from all encumbrances, All that a parcelled portion of Salt Land measuring about



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ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 APR 2010

18 Gollahs be the same a little more or less comprised in part of R.S. as well L.R. Dag Nos. 555 under L.R. Khattan No. 488/2 lying and situate at Mouza - Sulangui, Police Station, Rajahat at present New Town, District North 24 Parganas, more fully described in the Schedule therein unto and in favour of one Sri Sujan Kumar Ghosh therein called as the Purchaser free from all encumbrances whatsoever.

J. After the aforesaid purchase by virtue of the said Sale Deed dated 11.03.2011 the said Sujan Kumar Ghosh thus became seized and possessed of and of well and sufficiently entitled to the said piece or parcel of Sai Land total measuring 18 Gollahs a little more or less comprised in Part of R.S. as well as L.R. Dag No. 553, at Mouza - Sulangan, District North 24 Parganas free from any charge claim, demands, liens and all sorts of encumbrances whatsoever, and while in enjoyment thereof, by a Deed of Conveyance dated 18.01.2012 duly registered at the Office of the A.D.S.R. Bishnannagar recorded in Book 1, CD Volume No. 4, Pages from 10184 to 10204, Being (Deed) No. 02511 for the year 2012 the said Sujan Kumar Ghosh therein as the vendor at the consideration mentioned therein sold, transferred and conveyed out of his aforesaid purchased property All That a demarcated Part of Sai Land measuring 4 Gollahs 3 Chitaks be the same a little more or less comprised in part of R.S. as well L.R. Dag Nos. 553 under L.R. Khattan No. 488/2 lying and situate at Mouza - Sulangui, Police Station, Rajahat at present New Town, District North 24 Parganas, more fully described in the Schedule therein unto and in favour of Mrs. Priya Majumdar therein called as the Purchaser free from all encumbrances whatsoever.

E. Subsequently by another Original Deed of Conveyance dated 22.03.2012 duly registered at the Office of the A.D.S.R. Bishnannagar recorded in Book 1, CD Volume No. 5, Pages from 16121 to 16131, Being (Deed) No. 03587 for the year 2012 the said Sujan Kumar Ghosh therein as the vendor at the consideration mentioned therein sold, transferred and conveyed out of his aforesaid purchased property another demarcated Part of Sai Land measuring 4 Gollahs 3 Chitaks be the same a little more or less comprised in part of R.S. as well L.R. Dag Nos. 553 under L.R. Khattan No. 488/2 lying and situate at Mouza - Sulangui, Police Station, Rajahat at present New Town, District North 24 Parganas, more fully described in the Schedule therein unto and in favour of Mrs. Priya Majumdar therein called as the Purchaser free from all encumbrances whatsoever.



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 Apr 2010

7. Since after such purchase the said Hyatt Mair thus became seized and possessed of and of well and sufficiently entitle to the said two plots of Salt Land adjacent to each other forming a single plot total measuring 9 Chittaks be the same a little more or less comprised in part of R.S. as well LR Dsg No. 553, lying and situate at Mouza - Sulangur, Police Station: Rajarhat at present New Town, District: North 24 Parganas, without being interrupted by any person whatsoever and of from any cause whatever and subsequently the name of said Hyatt Mair have been duly recorded in Land Settlement Rights of Record under L.R. Khatian No. 1094 and have been paying Rent or Khajna to Government of West Bengal.

8. Subsequently by another Bengal Deed of Conveyance dated 25.04.2012 duly registered at the Office of the A.D.S.R. Bishnupur recorded in Book 1, CD Volume No. 4, Pages from 13280 to 13290, Being (Deed) No. 0502R for the year 2012 the said Sujit Kumar Ghosh therein as the vendor at the consideration mentioned therein sold, transferred and conveyed out of his aforesaid purchased property another demarcated Part of Salt Land measuring 4 Chittaks 8 Chittaks be the same a little more or less comprised in part of R.S. as well L.R. Dsg Nos. 553 under L.R. Khatian No. 4052 lying and situate at Mouza - Sulangur, Police Station: Rajarhat at present New Town, District: North 24 Parganas, more fully described in the Schedule therein unto and in favour of Mrs. Jagashree Mair therein called as the Purchaser free from all encumbrances whatsoever.

11. Subsequently by another Bengal Deed of Conveyance dated 25.06.2012 duly registered at the Office of the A.D.S.R. Bishnupur recorded in Book 1, CD Volume No. 0, Pages from 12076 to 12087, Being (Deed) No. 06496 for the year 2012 the said Sujit Kumar Ghosh therein as the vendor at the consideration mentioned therein sold, transferred and conveyed out of his aforesaid purchased property another demarcated Part of Salt Land measuring 4 Chittaks 8 Chittaks be the same a little more or less comprised in part of R.S. as well L.R. Dsg Nos. 553 under L.R. Khatian No. 4317 lying and situate at Mouza - Sulangur - Police Station: Rajarhat at present P.S. New Town, District: North 24 Parganas, more fully described in the Schedule therein unto and in favour of Mrs. Jagashree Mair therein called as the Purchaser free from all encumbrances whatsoever.



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 APR 2010



I. Since after such purchase the said Jayashree Maux thus became seized and possessed of and or well and sufficiently entitled to the said two plots of Said Land adjacent to each other forming a single plot total admeasuring 8 Cottahs be the same a little more or less comprised in part of R.S. as well L.R. Dag Nos. 553, lying and situated at Mouza - Sulanguri, Police Station: Rajshahi of present New Town District North 24 Parganas, without being interrupted by any person whatsoever and or from any corner whatever; and subsequently the name of said Jayashree Maux have been duly recorded in Land Settlement Rights of Record under L.R. Khatian No. 1889 and have been paying Rent or Khajna to Government of West Bengal.

J. Since by virtue of the aforesaid registered Deed of Conveyances the landowners herein herein have thus become and are seized and possessed of and well and sufficiently entitled to the said four Plots of Said Land comprised in Part of R.S. as well L.R. Dag No. 552 all are adjacent to each other total admeasuring or containing an area about 18 (Eighteen) Cottahs be the same a little more or less, lying and situated at Mouza Sulanguri, J.L. No. 22, under and part of R.S. Khatian No. 217 part of L.R. Khatian No. 4582 presently named under L.R. Khatian Nos. 1888 & 1889, within the ambit of the D.L. & L.R.O. Rajshahi, with common easement rights in all common passages in connection hereto and shown in the Deed Plans, Police Station: New Town District North 24 Parganas morefully described in the First Schedule written here inon hereinafter for the sake of brevity shall be referred to as the "SAID LAND" or "SAID PROPERTY" and the First Party herein are well and sufficiently entitled to their Said Land under the First Schedule hereto as the absolute Owners thereof without any interruptions and or obstructions by or from any person whatsoever or of and from any corner whatsoever.

#### K. The Parties' Representations:

i) The first party herein are the absolute Owners of the said two Plots of Said Land both adjacent to each other total admeasuring or containing an area about 18 Cottahs be the same a little more or less comprised in part of R.S. as well L.R. Dag Nos. 553, lying and situated at Mouza - Sulanguri, J.L. No. 22, under and part of R.S. Khatian No. 217 part of L.R. Khatian No. 4582 presently recorded under L.R. Khatian Nos. 1888 & 1889, within the ambit of



2

**ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA**

23 Apr 2010

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the B.L. & L.R.O. Rajarhat, with common easement rights in all common passages and all the rights and benefits in connection thereto, Police Station: New Town formerly Rajarhat, District North 24 Parganas, morefully described in the First Schedule written hereunder hereinafter for the sake of brevity shall be referred to as the "SAID LAND"/"SAID PROPERTY" and the Owners herein are seized and possessed of and of well and sufficiently entitled to their 'Said Land' as the legal Owners under the State Government without any interruptions and or obstructions by or from any person or of and from any corner whatsoever;

i) The owners have clear and marketable rights, title and interest in respect of their 'Said Land' under First Schedule hereto free from all charges, liens, encumbrances, suits, injunctions, viz. free from any or all encumbrances whatsoever AND the owners herein has/have not dealt with the Said Property and or any portion thereof in any such manner so that the Owners are or may be restrained to deal with the Said Land or the Said Property under the First Schedule hereto in any lawful manner at their own choice and absolute discretion, AND in other way the Owners herein are free and absolutely entitled to deal with their 'Said Land' and also to enter into this agreement with the Developer hereof;

ii) The entire 'Said Land' under the First Schedule hereto and or any portion thereof is not affected by any Development Scheme and is free from any acquisitions or requisitions whatsoever and the Owners herein did not receive any notice either severally or jointly from any authority or authorities affecting the Owners' property described in the First Schedule written hereunder;

iii) That to the best of the Owners' knowledge, the 'Said Property' under the First Schedule hereto and or any part thereof is not attached in any proceeding including certificate proceeding started by or at the instance of Income Tax Wealth Tax or Gift Tax Authorities or Department or Departments or under the provisions of the Public Demand Recovery Act or otherwise and that no certificate has been filed in the office of the Certificate Officer under the



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 Apr 2016

provisions of the Public Demand Recovery Act and/or no steps have yet been taken in execution of any certificate at the instance of the Income Tax and/or Wealth Tax and/or Estate Duty Authorities and under any court order or under SAs-AAs.

v) There is no Tenant in the said Property

vi) There is no Temple, Mosque, Debkhar or Pandal (Ground within the Said Property)

vii) There is no excess vacant land at the said premises under the First Schedule with the meaning of the West Bengal Urban Land (Ceiling and Regulations) Act and subsequent Amendment made thereto.

AND WHEREAS The Owners herein are in need of residential accommodation and as such are desirous of development and construction of multi-storied buildings comprised of self-contained modern flats on ownership basis with car parking spaces and shops thereof on distaff/tenanted said and under the First Schedule but due to paucity of fund and lack of experience notwithstanding they are unable to do so by themselves or their own capacity.

AND WHEREAS The Second Party herein is a reputed Developer Company dealing with development and construction of multi-storied buildings and Housing Enclave for selling of residential self-contained flats with car parking facilities and commercial units to the public intending to purchase so and as such the Developer herein have decided to acquire some landed properties in the said locality and has negotiated with the several land owners of some other plots hereto and surroundings the plots hereunder the First Schedule for development and construction of a Housing Enclave comprised of several numbers of buildings in the locality.

AND WHEREAS Having knowledge of the Developer's such intention for development and construction of the aforesaid Housing Enclave by the Developer in the same locality the owners herein have approached the Developer to acquire their said plot or land under the First Schedule hereto within the pool of said proposed Development



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 APR 2011

and Construction of said proposed Housing Enclave, and having been approached by the owners herein in respect of his/her/their aforesaid proposed and also relying on the above representations made by the Owners herein to be true, the Developer hereto has agreed with the Owners for acquiring his/her/their plot of the land under the First Schedule in the said proposed ~~act~~ of Development of the proposed Housing Enclave by way of construction of multi-storied building R.C.C. framed super structural building consist with various numbers of self-contained residential flats, car parking spaces, shops and others on the said plot of land under the First Schedule hereto including other adjacent plots of land by amalgamating all the plots acquired and/or to be so acquired by the Developer herein and as per drawing plan and specifications to be signed by the owners and sanctioned by the competent authorities and in conformity with the said details of construction under and subject to the terms and conditions hereinafter stated.

Now the parties herein to avoid any litigation in future have agreed to enter into this Agreement which contains the lawful terms and conditions herein below :-

AND WHEREAS in this Agreement expression or terms used herein shall unless it be contrary and/or repugnant to the context have the following meanings

HEADINGS. In this Agreement the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Development Agreement.

The Owners shall mean the persons namely (1) MRS. JAYASHREE MAUR (2) MISS PIVALI MAUR as the parties of the FIRST PART hereto holding 100% equity, title and interest of the SAID LAND under the First Schedule hereto written.

SAID LAND OR DEVELOPABLE AREA shall mean All That said four Plots of Land measuring 18 catans comprised in Part of R.S. as well L.R. Dag No. 553 a little more or less, lying and situated at Mouza - Sutlanguri, J.L. No. 22, under and part of R.S. Khattian No. 217, part of L.R. Khattian No. 4587 presently under recorded under L.R. Khattian Nos. 1090 & 1969, within the ambit of the B.L. & L.R.O. Rajnagar, with common easement rights in all common passages provided in the said Master



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 APR 2011



Schedule Plan, Police Station: New Town, District: North 24 Parganas more fully described in the First Schedule written hereunder.

**"PROPOSED AMALGAMATED LAND/ "AMALGAMATED PROPERTY"** shall mean the "Said Land" and/or the said property described in the First Schedule hereunder and area surrounding or adjacent and or close and/or properties already acquired and/or so may be acquired by the Developer and so to be amalgamated and/or adjoined with the Said Land and or Said Property by the Developer at any point of time either before or after fulfilling this contract and for the said purpose the developer shall be entitled to execute all lawful Deeds including Deed of Amalgamation at its sole costs and expenses.

**"SAID BUILDING / SAID BUILDINGS"** shall mean Multi Storied building or buildings as shall be considered in finished and habitable condition by the Developer conforming to the Sanctioned Plan or Revise Plan in the name of the Owner and to be prepared, submitted only by the Developer and sanctioned by the concerned Municipality on the owner's "Said Land" described hereunder in the First Schedule AND / OR on the said proposed "Amalgamated Land" as stated hereinabove.

**"SAID PREMISES"** shall mean the official identity of the "Said Land" with "Said Building/Buildings" collectively.

**"AMALGAMATED PREMISES"** shall mean: the official identity of the collective form of the said "Amalgamated Land" with one or more Buildings collectively thereon.

**"SANCTIONED PLAN"** shall mean "Building Plan (OR Plans" for a Multi-Storied buildings on the "Said Land" OR a composite Plans showing several Multi-Storied buildings on the proposed "Amalgamated Land" and or "Amalgamated Property" as defined above and so to be prepared and submitted by the Developer at its sole discretion and own scale; and so would be sanctioned by the Competent Authorities such as Local Panchayat, Zila Parishad and / or by other Authority if so in respect any and shall also mean any/or all revise plans subsequently prepared by the Developer at its sole discretion without requiring any further consent from the Landowner/s and sanctioned by the Authorities concerned.



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 APR 2016

"**SAID HOUSING ENCLAVE**" shall mean an Enclave consisting of several buildings comprised of residential self-contained flats, garages, shops etc. in several blocks with internal roads or passages with car-way and of other common facilities described in the Third Schedule and to be constructed and erected on the said demised land of the Landowner herein described, in the First Schedule hereunder written and/or on the proposed amalgamated landed property as defined hereinabove.

"**LANDOWNER'S ALLOCATION**" shall mean that the First Party herein as the Landowner shall be entitled to get 25% built up area out of the total sanctioned areas of the proposed buildings in the manner of several numbers of residential flats & garages distributed proportionately in all floors both on the front and back portions in the proposed buildings to be constructed by the Developer on the Owner's Said Demised Land under the First Schedule with proportionate and undivided common areas in all common areas common amenities and common facilities in a complete finished and inhabitable conditions together with proportionate and undivided impartable right, title and interest as co-owners on the 'Said Land' and/or the 'Said Demised Land' described in the First Schedule and the said Owners' Allocation hereby and collectively described in Part - I of the Second Schedule hereunder written and shall mean the consideration for the residue all approached areas (save and except common areas) in all the proposed buildings togetherwith residue undivided impartable proportionate share of the entire demised land under the First Schedule collectively allocable to the Developer (hereinafter referred to as the Developer's Allocation).

"**DEVELOPER'S ALLOCATION**" shall mean and include save and except the portions allocable to the Owners and also the common areas, the entire remaining area in the new buildings consists of the residential flats, shops, other commercial spaces and garage (car parking) space to be constructed on and upon the Owner's Land mentioned here under the First Schedule alongwith undivided and proportionate share of the ultimate roof and common facilities togetherwith undivided, impartable and proportionate share of ownership in the entire 'Said Land' under the First Schedule collectively allocable to the Developer and described under Part I of the Second Schedule herein which shall absolutely belongs to the Developer and or its nominee's or assignees under the terms and conditions of this Development Agreement



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 APR 2016

"**BUILT UP AREA**" Shall, according to its context, mean the plinth area of an Unit/Flat including the area of stair case, landing with lift space on the same floor wherein a "balcony" is situated and also the thickness of the outer walls, internal walls and pillars and also of such outer walls which are common between two Units/Flats adjacent to each other.

"**BLOCKS**" with their grammatical variations shall mean the different "Phases" or "Blocks" presently : Block - 'A', Block - 'B', Block - 'C' and so on in which the Development of the Project Site shall be carried out in terms hereof, providing provisions for extension of Project Site by way of inclusion of adjacent land of the present Owners, or others for the purpose of expanding the volume or area of the complex however without affecting the areas herein contained

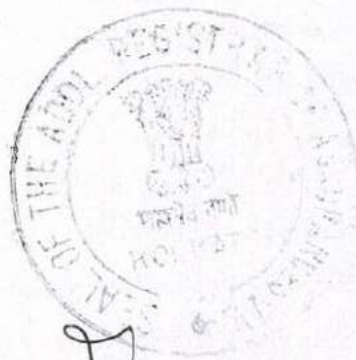
**TRANSFERREES** shall mean and include all persons to whom any Transferable Areas are transferred or agreed to be so done

**Units** shall mean and include-

- a) "Residential Units" meaning the flats for residential use in any building and in any Phase or Block at the Project Site in the First Schedule property;
- b) "Non-Residential Units" meaning office spaces, shops, constructed/covered spaces demarcated parking spaces or the like for use as commercial, assembly, educational, mercantile or any other use other than residential;

**FORCE MAJEURE** Shall mean any natural calamities such as floods, earth quake, riots, severe labour disputes, and restriction by the Order of any Court of Law, Statutory Authorities and any or all fortuitous circumstances beyond the control of the Developer.

**TAX LIABILITIES** The Landowners shall liable to pay the arrears dues if any shall be payable to Gram Panchayat, Municipality and other statutory tax and outgoings liability till the period of execution of these agreements and also the liability of payment of apportioned shares of tax in respect of his/her/their Allocable portions from the date of delivery of the physical possession thereof by the Developer to the Landowners.



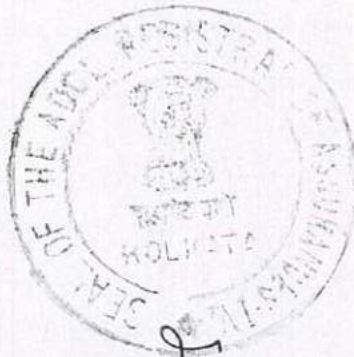
97  
ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 APR 2010

"COMMON PORTIONS & COMMON AREAS" shall mean all the undivided and indivisible finished and unfinished areas, pathways, erections and constructions and installations comprised in the said building and in the said premises for practical use and enjoyment of the Owners with the Developer or of its respective nominees specifically and categorically mentioned in the Fourth Schedule hereunder as expressed or intended and or may be provided by the Developer for common use and enjoyment of the Owner herein with future co-owners of the building individually or collectively.

"COMMON EXPENSES" shall mean and include all expenses to be incurred by the Owners herein with other future co-owners for the maintenance, management and upkeep of the building or buildings and the expenses for the common purposes of the co-owners.

"COMMON PURPOSES" shall mean the purpose of managing and maintaining the Building or Buildings in particular the common portions, payments of Rates & Taxes etc. collections and disbursements, Mutation, Formation of Association, common interest relating to their mutual rights and obligations for the purpose of units.

"PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE SHARE" shall mean the proportion in which the super built up area of any single flat would bear to the entire undivided built up areas or all the flats collectively for the time being in the building or buildings PROVIDED THAT where it refers to the share of any rates and/or taxes bearing to the common purposes and the common expenses then such share shall mean the proportions in which the total amount of such taxes rates or expenses so shall be paid equally by the co-owners and such share shall be treated as such rates and/or taxes and common expenses as are being separately levied and the Proportionate Share of the "Said Land"/"Said Property" and/or "Said Amalgamated Land"/"Amalgamated Property" in proportion to the measuring area of a single flat or unit out of the total measuring area of the entire undivided covered areas of all the flats and the units collectively in the building or buildings constructed comprised in the said property in the "Said Premises" or comprised in the said proposed "Amalgamated Land"/"Amalgamated Property" in the said proposed "Amalgamated Premises".



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 Apr. 2010



"MASCULINE" shall include the "FEMALE" and vice-versa.

AND

"MASCULINE" shall include the "FEMALE" and vice-versa.

NOW HIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Owner/s herein has/have hereby grant an exclusive License to the Developer to enter upon the said land under Final Schedule hereto and also hereby permit the Developer herein to construct one or more building or buildings comprised on the 'Said Land' OR on the said proposed "Amalgamated Land" according to building plan or plans to be prepared by the Developer at its sole choice, discretion and at the cost of the Developer and according to sanction of the Building plan and/or any revised plan or plans so may be prepared, submitted and obtained only by the developer and sanctioned by the competent authority. It is expressly mentioned hereby that the Developer shall be fully entitled to prepare building plan in connection to the Said Land OR composite building plans by joining any other adjacent land or properties with the said demised and hereunder the Final Schedule and as mentioned hereinabove as "Amalgamated Land" at the sole choice discretion and at the cost of the Developer for which the Owner/s herein declare hereby his/her/their free consent and hereby give irrevocable exclusive rights to the Developer to the extent of his/their rights title and interest in the said proposed Amalgamated Land and the Owner/s also hereby declare that during whole time of preparations of Said Plan or Plans, and obtaining sanction thereof, constructions and completions of the multi-storied building OR buildings and obtaining Completion and or Occupancy Certificate thereof as well as selling of the "Developer's Allocation" the owner shall not interfere in anyhow by any means and shall not be entitled to raise any objection and also shall not be entitled to create any obstruction thereof. It has been clearly agreed by and between the parties hereto that during the time of construction and or after completion of the building if any additions or alterations in constructions deviating from the sanctioned plan are found then it shall be the burden and duty and responsibility of the Developer to obtain the "Occupancy Certificate" by regularizing such deviations through route plan at the Developer's own cost and expenses and by paying necessary Fees and or Fines as shall be requisite by the concerned Municipal



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 Apr 2011

Authority. The owner however neither shall be liable to pay any amount on account of such deviations Nor shall be entitle to claim any amount OR any additional constructed areas other than the said 'Owners' Allocations' agreed and stated hereinabove and described in Part - II of the Second Schedule hereunder.

2. It is agreed by and between the parties hereto that subject to a perfect marketable title is found and/or made out by the owners and subject to the Owners' names are mutated with the concerned Land Settlement Record and also the necessary conversion certificates are obtained in respect of change of nature and character of the property hereunder the First Schedule as a 'Dastu Land' as it is physically existing in place of Badi Land as now recorded in H.L & L.R.O. Records, the owners shall be entitle to get 33% total built up area out of the total sanctioned area of the proposed building/s in a manner of several numbers of residential flats & garages distributed proportionately in all floors both on the front and back portions in the proposed building/s so to be constructed by the Developer on the Owners' Said Demised Land under the First Schedule and the said 33% total built up area out of the total sanctioned areas of the proposed building/s in the proposed Housing Enclave allocated to the owners shall be constructed by the Developer morefully and collectively described in Part - I of the Second Schedule hereunder written and as described hereinabove as 'Owners' Allocations' in fully complete and in habitable nature togetherwith the facilities of water and electricity connection togetherwith the proportionate undivided interest or share in the said Land hereunder the First Schedule along with common easement rights of all common areas, common facilities in the proposed building or buildings and at the said Housing Enclave. The said 'Owners' Allocable Area' described in Part - I of the Second Schedule hereto togetherwith undivided ammortisable shares in all common areas described in the Fourth Schedule and togetherwith proportionate share of the said land described hereunder the First Schedule and all the rights, benefits and appurtenances in connection to the said owners' allocable portions are collectively for the sake of brevity hereinabove and hereunder referred to as the "Owners' Allocation". It is clearly understood by and between the parties hereto that the said Owners' Allocations agreed to be made on the basis of the measuring area of the said land to the extent of 18 (eighteen)Cotahs only; And in the event of any readjustment in the said land area if so found subsequently in future, the said Owners' Allocation shall be reduced



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 Apr 20

proportionately. It has been also agreed by and between the parties herein that in addition to the said Owners' Allocations the Owners shall not be entitled to any additional area and or any cash consideration. Provided a marketable title of the entire said land and or each and every part thereof hereunder the First Schedule is found or made out by the First Party.

3. Simultaneously with the execution of these presents the Owners herein shall sign, execute and register an General Power of Attorney for the purpose of implementation of this agreement and execution of the entire work of development of multi-storied building and also for setting of Developers Allocation in favour of the Second Party and also of Sanjay Gupta, the nominated director of the Developer and all the costs and expenses on account of such registration shall be incurred by the Developer. It is expressly mentioned herein that the Developer shall be unambiguously entitled to exercise the aforesaid General Power of Attorney for selling of the entire constructed portions together with the undivided and impartable share of the said land under the First Schedule and or any portions thereof save and except the portions allocable to the Owners viz. a. viz. the said "Owners' Allocations" to any intending Purchaser or Purchasers at any price and against such lawful terms and conditions as the Developer shall deem fit and proper and the Owners however, in that event shall not be entitled to raise any objections and or to create any obstructions thereof at any point of time whatsoever either before or after delivery of the Owners' Allocations are made by the Developer. It is understood that to facilitate the construction of Development at the Project Site by the Second Party and for obtaining necessary connections and utilities therein or therefor, various acts deeds matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need the authority of the First Party and various applications and other documents may be required to be signed or made by the First Party relating to which specific provisions may not have been mentioned herein. The First Party hereby undertake to do all such acts deeds matters and things as may be reasonably require by the Second Party to be done in the matter and the First Party shall execute any such additional Power of Attorney and/or authorization as may be reasonably required by the Second Party for the purpose and the First Party also undertake to sign and execute all such additional applications and other documents as the case may be or the written request made by the Second Party. The said power of



9  
ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 APR 2016

power of attorney so to be granted by the First Party and Owners to the Second Party/Developers/Builders and/or its nominees shall be exercised jointly or severally by the said Attorney Sri Sanjay Gupta and also any of the authorized director of the Second Party herein for the time being in force and shall form a part of this agreement and the said Power or powers of of Attorney shall be fully valid, enforceable and binding on the First Party till the "SALV. RECOURSE" and the entire Housing Project is fully and properly developed by the Developers/Builders and that the transfer and/or conveyance of the flats, car parking spaces, shops and others together with unrovided proportionate share of the land under the Developer's Allocations are conveyed to the purchasers and Association of Apartment Owners is registered and starts functioning.

4. After execution of these presents the Developer shall be entitled to enter into the said land for measurement of the land area for the purpose of preparation of Building Plans and also shall be entitled to fix sign board etc. for display of the proposed Housing Project. Subject to availability of the marketable title of the said land he secure the First Schedule is found and or made out by the owners and immediate after the receipt of the owners is/are obtained and also the necessary Conversion Certificate also obtained as aforesaid by the Owners, the developer shall proceed for obtaining sanction of the Building Plan or Plans and immediate after sanction of the building plan or plans by the concerned authorities and after obtaining work under the Developer shall commence the work of construction of the proposed building/s and shall hand over the said "Owners' Allocations" in the proposed building/s within 40 (forty-eight) months from the date of obtaining necessary sanction of the Building Plan.

5. The said owners allocation in the new proposed building/s shall be delivered by the Developer in a finished and habitable condition free from all encumbrances provided the owners has/have made out a perfect and indefeasible marketable title of the entire said and hereunder the First Schedule hereby conferred upon the developer and subject to all the terms, conditions, stipulations, covenants and obligations averse under this agreement and also under the law of land is properly and carefully fulfilled and observed by the owners. It is agreed that the costs of obtaining the sanctioned plans its amendments and modifications as well as entire construction of the building or buildings, architects fees and all other costs which may be incurred



**ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA**  
23 Apr 2010



towards development are to be borne solely by the developer who shall be liable to pay the Land Taxes payable to D.L. & L.R.O. and also Panchayat taxes and other outgoings w.e.t. the cost of obtaining aforesaid Conversion Certificate till the Development work is completed. Any dues on such accounts if found subsequently shall be payable by the owners.

6. Over this the sole owners' allocable portions togetherwith the undivided proportionate share of the said land (described under the First Schedule viz. a viz. the Owners' Allocation) allocable to the Owners, the Developer other than the common areas shall be exclusively entitle to all residue flats, floor parking spaces and other portions etc. with sole and exclusive rights of the said proposed building or all buildings together with undivided and proportionate shares of common areas, common amenities and common facilities alongwith undivided proportionate share of the Said land. The said residue portions (other than the Owner's Allocation) of all the flats, floors, shops, parking spaces etc. togetherwith the common rights and undivided share of the Said Land hereunder the First Schedule in the manners stated hereinabove and hereinafter for the sake of brevity referred to as the Developer's Allocation. The Developer at its own choice and discretion shall be fully entitle to withhold the said Developer's Allocation and further shall be exclusively entitle to dispose of the said allocation or any portion thereof to any person/persons, firm/firms, company/ companies by way of sale/mortgage/lease against any price and/or Sale/rent at its sole discretion, And out of such sale proceeds the owners however shall not be entitle to any part out of the said Developer's Allocation as well as in the sale-proceeds of the Developer's Allocation and also have no further claims or demands of whatsoever nature. Reciprocally the Owners shall not be liable for any amounts and or loss or damages if any arises or coming out of any dispute between the Developer and the intending purchaser for any flat/floor/ shop/ car parking space in the new proposed building or buildings on the Owner's Said Land as the Developer shall be solely responsible and liable for any loss, damages, penalty and or suits, actions, claims or demands arising out of Developer's activities in the Said Premises save and except the Owner's shall be solely responsible and liable for making out perfect and marketable title of the said land hereunder the First Schedule and also for obtaining Mutation Certificate in the name of the Owners (if not yet mutated) as well the



Conversion Certificate in respect of the nature and character of the land under the First Schedule hereto

7. The Developer from the date hereof shall be entitle to enter into any or all agreement with any person/persons relating the said land without hampering the owners' interest to obtain the owner's allocations as agreed hereinabove and hereto in the proposed building or buildings on the said land/land property or on the said amalgamated land/amalgamated property. The Developer shall be fully entitle to obtain any earnest money and/or any finance against the Developer's Allocation from any intending buyer/buyers, lease/leasees and/or mortgagee /mortgagees without hampering the owner's interest covered under this Agreement

8. The Developer shall be entitle to appoint Architect for supervising the structural constructions of the foundation, basements, pillars, structures, slabs, concrete, underground/overhead reservoir, electrical and plumbing fixtures and materials used for constructions, and sewerage, systems etc. and the Developer shall have the right to do so but exclusively on its (Developer) own costs and expenses to look after the same only. However, as agreed upon by both the parties, good quality materials as available in the market will be used for construction of the entire building and the Owner shall not be liable/responsible in any manner whatsoever regarding the construction materials used by the Developer.

9. The Owners from the date hereof shall always extend and offer all possible necessary facilities to Developer for preparing submitting and obtaining sanction plan and also for obtaining permanent connection of water supply, electricity with meter, drainage, sewerage, telephone and similar other installations needed for completion of the proposed multi storied buildings hazard free and in well habitable conditions for all the residents at the cost and expenses of the Developer, and shall sign and execute all such necessary Applications, Declarations, Affidavits and all such documents relating the said premises as and when shall be required and asked by the Developer.

10. For the purpose of the construction of the said new proposed building or buildings the Architect, engineers, other Technical experts and all work men, shall be appointed by the Developer and it (Developer) shall be responsible for marking



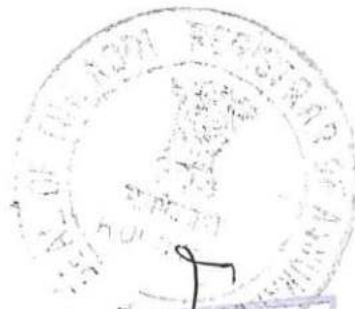
ADDITIONAL REGISTRAR  
OF ASSURANCES IN KOLKATA  
23 APR 2010

payments to each and all of them. The land-owners shall have no liability for making any such payment to any one of them either during the construction or after completion of the construction or at any point of time whatsoever.

11. It is agreed that in the event of any damage or injury arising out of any sort of accident due to carelessness of the workmen and others, victimizing such workmen or any other persons whatsoever or causing any harm to any property during the course of construction the developer shall keep the land-owners, her/his/their estate and effects safe and harmless and indemnify against all suits, cause, rights and action in respect of the such eventualities.

12. It is agreed that whenever it becomes necessary and asked by the Developer, the owners shall sign all the papers and execute documents in connection with obtaining of sanctioned plan or any modification thereof during the course of construction period of the proposed multi-storied building till completion thereof and also in connection to the disposal and sale of any and or all units/portions of the said multi-storied building or buildings if so required and asked by the Developer save and except the owners' alienable portions. By the developer without raising any objection, thereon, it is agreed that immediately after sanction of the Building Plan and prior to commencement of construction work, the Owners shall deliver and handover all the Original Deeds of Title as well as all the relevant documents thereof to the Developer for practical purposes of implementation of this agreement and for investigation of titles by the intending purchasers of the flats/ portions in the proposed buildings or by their Advocates time to time. The Developer shall keep and preserve all such relevant Deeds of Title and the documents related thereto uncollateralized and upon completion of the development work and after transfer of all the portions under the Developer's Allotments shall handover all such Deeds and Documents to the Owner Association or Committee or Syndicate so shall be formed in the proposed Housing Estate at the said premises or at the amalgamated premises.

13. It is agreed by the landowners that in future or during the course of construction, if any defect on the title is found or any suit is lodged against the land owner's in respect of the said land property mentioned in the first schedule, the developer shall have the liberty to proceed against the same on behalf of the land owners and at costs and expenses if so incurred by the Developer on and behalf of



ADDITIONAL REGISTRAR  
OF ASSURANCES - KOLKATA  
23 APR 2010

the Owners herein defending or prosecuting such suit(s) and/or to make such defects shall be adjusted by the Developer from the "Owners' Allocations" at the time of delivery of the same to the Owners herein. However, the owners herein hereby indemnify and further shall cause to make indemnified the developer to keep save and harmless from any or all suits, actions, claims and or demands of whatsoever nature or cause either by any outside OR any person claiming right, title and interest under or through them, however, it is clear that due to any defects in title and or defects in Land Settlement Records in respect of the nature and character of the property and or due to non fulfillment of all the necessary obligations on the part of the Land-owners covered under these presents and also covered under the Law of Land, if this Agreement is not implemented or however not practicable to carried over and as such if this agreement is determined or terminated by either the party herein or by in effect of any Court's Order's then the Land-owners shall be bound to pay of all the cost and expenses if then incurred by the Developer forthwith due Developer claim to have payment of the same by a written notice and in such event the physical possession of the said property hereunder the First Beneficiary shall remained with the Developer till such amounts are recovered by the Developer from the Owners.

14. Both the parties hereby agreed that the time specified in clause 4 (four), hereinafter for completion and the delivery of the portions allocable to the owners shall be subject to force-majeure. If the construction is prevented or interrupted due to any natural calamities such as floods, earth quake, war, riots and/or labour dispute, crisis of materials in the market and for any order made by any Court of Law and or by any Government/Semi Government/Statutory Authorities/Local Authorities and for any or all possible circumstances beyond the control of the Developer, the time specified for such delivery of owners' allocations shall be extended upto a period considerable by such circumstances whereby the Developer is prevented to handover the owners' allocable said portions within the period specified in clause 4 (four) hereinafter. It is expressly mentioned hereby that the Developer unless prevented by the circumstances in the manners stated hereinabove shall within the specified period complete the Owners' allocable portions and shall intimate the Owners through Registered Post offering the Owner for taking delivery of Owners' allocable portions within 15 days from the date of such intimation, AND in failure or negligence on the part of the Owners to take delivery their allocation within said notified period of 15 days the Developer after fulfilling its obligation in a manner as stated herein shall not



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 APR 2010



be liable for breach of this contract, nevertheless shall be responsible and/or liable to pay any amount on account of damages, penalty and/or interest-profit whatsoever and further shall be entitled to continue with exercising of its absolute rights and authority to dispose of the developer's allocations by handing over the possession of the units/units out of the developer's allocations to the intending purchaser and/or the purchasers or lessee, lessee with fully entitled to prepare execute and register any conveyance or conveyances and/or any kind of lawful Deed of Transfer in favour of any purchaser or purchasers in respect of and to the extent of the Developer's allocation in the Said Premises and in the said proposed unincorporated premises and the owners herein shall not be entitled to raise any objections or create any obstructions by any means in any manner whatsoever. As it mentioned herein that since the said General Power of attorney so to be executed by the Landowners is in relation to this Development agreement, the same shall be read and interpreted analogously considering both the documents a single document and transaction for its legal interpretation.

13. Both the parties agree that the terms and conditions contained in this Agreement and in the Schedules annexed therewith have been agreed amongst the parties herein in the most cordial and friendly manner. If any complications arises beyond the agreed terms and conditions incorporated in the Agreement and/or in proper interpretation thereof both the parties shall endeavor to settle it out at bi-parties level. The owners hereby declare and assure the Developer not to restrain the latter in continuing its entire activities of construction and selling of Developer's allocation at any point of time either during the whole period of constructions, its completion and selling of its allocable ANLOR after the obligations of the Developer towards the owners agreed hereby are fulfilled by the Developer in the manner as stated in Clause 7 (Seven) and Clause 14 (Fourteen) hereinafter.

13. The Landowners hereby agree and covenants with the Developer to pay proportionate Hanchayat/Municipal rates, taxes, the Rent or Khajna payable to the Collector/ta Hama 24 Harganas and all other outgoings including service-tax, vat and others as applicable and payable from to time under statu and laws for the time being in force and also the monthly common maintenance charges in respect of the Land Owners' Allocable Portions on and from the date of delivery of the possession of the Land Owners' Allocation to the Landowners by the Developer so as the Developer



7  
ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 Apr 2010

and or its nominee's and or assignee's also shall cause to pay the same to the extent of the Developer's Allocation.

17. The Landowners shall cause to be joined such person or persons as Vendors and or Certifying Parties as may be required in law and also by the Developer in the Agreements and/or sale deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the intending purchasers.

18. Upon the Developer constructing and delivering possession to the Landowners of their flat/ allocation, the Landowners shall hold the same terms and conditions and restrictions as regard the user and maintenance of the buildings as the other flat purchasers of the buildings.

19. The Landowners' Allocation in the new building or buildings at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new buildings intended for the common benefit of all occupiers of the new building or buildings which shall include the following:

20. The Landowners shall not use or permit to use the Landowners' Allocation/ Developer's Allocation in the new building or buildings or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazards to the other occupiers of the new building or buildings.

21. Landowners shall not demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent and/or permission from appropriate authorities.

22. THE LANDOWNERS FIRST PARTY DOETH HEREDY COVENANT WITH THE DEVELOPER SECOND PARTY:

- (i) That each and every representation made by the First Party/Land Owner's hereunder are all true and correct and agrees and covenants to



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 APR 2010  
ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 APR 2010

perform each and every representation and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the First Party/Land Owners.

i) That with effect from the date of execution hereof, the First Party/Land Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereon save only to the extent permitted expressly hereunder.

ii) That the First Party/Land Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Second Party/Developer/Builder.

iii) That the First Party shall implement the terms and conditions of this Agreement, strictly without any violation and shall adhere to the stipulations of time limits without any delay or default and not do or permit any act or omission contrary to the terms and conditions of this agreement in any manner.

iv) That the First Party and Owners shall not cause any interference or hindrance in the construction/modification/alteration of Section Plans in terms hereof, construction and development of the Project Site by the Second Party and/or Transfer of the Second Party's Allocation and not to do any act deed or thing whereby any right of the Second Party hereunder may be affected nor make any claim whatsoever in any other part or portion of the Project Site except the First Party's Allocation.

v) That for all or any of the purposes contained in this agreement, the First Party shall render all assistance and co-operation to the Second Party and sign execute submit and convey at the costs and expenses of the Second Party all plans, specifications, undertakings, declarations, no objections, disclaimers, releases, papers, documents, powers and authorities as may be lawfully or reasonably required by the Second Party from time to time.



ADDITIONAL REGISTRAR  
OF ASSURANCES-W, KOLKATA  
23 APR 2010

vi) That it is bilaterally agreed in between the parties hereto that the First Party and Owners shall bear proportionate costs or charges for installation of electrical transformer within the project for the reasons of consumption of electricity within the allocated areas of the First Party's and Owners.

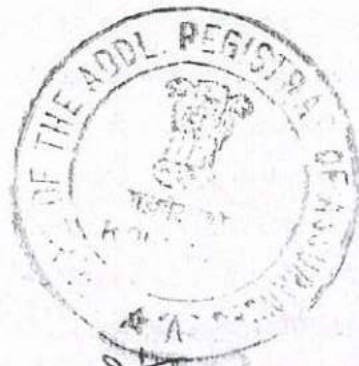
vii) That The Second Party doth hereby agree and covenant with the First Party not to do any act or thing whereby any right or obligation of the First Party hereunder may be affected or the First Party is prevented from making or proceeding with the compliance of the obligations of the First Party hereunder.

23. The parties shall abide by all Laws, Bye-Laws, Rules and Regulations of the Government Local states statutory authorities as the case may be and each of the parties hereto shall attend to answer and be responsible for any deviation violation and/or breach of any of the said Laws, Bye Laws, Rules and Regulations if made by each of them.

24. The respective allottees shall keep the interior and external walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building or buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any other space or accommodation therein and shall keep other occupants of the building indemnified from and against the consequences of any breach.

25. The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any insurance of the new building or buildings or any part thereof and shall keep the Developer and other occupants of the said buildings harmless and indemnified from and against the consequence of any breach.

26. No combustible goods or other inflammable materials shall be kept by the Landowners or by the Developer for display or otherwise in the corridors or other places of the common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building or buildings and in case any such hindrance is



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 APR 2010



caused by the Developer or the Landowners and/or their respective representatives, as the case may be shall entitle to remove the same at the risk and cost of each of them.

27. Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new Building or Buildings or in the compounds, corridors or any other portion or portions of the new Building or buildings.

28. The landowners shall permit the Developer and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon the owners' allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of repainting, maintaining, re-building, 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, gas and water pipes and electric wires and for any similar purposes.

29. On or before taking delivery of the "Owners' Allocations" the Land Owners shall cause to pay and deposits to the Developer the necessary mandatory charges as hereunder:-

- A. (i) Proportionate cost of Installation of main meter or Transformer / Electrical equipments costs, deposits and others.
  - (ii) Power Backup Charges.
  - (iii) Club membership charge.
- B. (i) Pay and Deposit in advance 6 months of monthly common maintenance charges.
  - (ii) Pay and Deposit a sum of Rs. 12,000/- as a Security Deposit towards temporary consumption of electricity for his/her/their Owners' Allocation from the Main Service connection.
  - (iii) The actual amount of Security Deposit charged by the W&SEDCL Authority is payable by the Land Owner in respect of individual meter for the Owners' Allocable Portions.



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 APR 2010

33) 11.16 FURTHER It is agreed and understood between the parties hereto as follows:-

ii) The Landowners and the Developer have entered into this agreement purely for construction and delivery of Owners' Allocable portions by the Developer to the Landowners as well as selling of residuary areas as Developer's Allocable portion by the Developer and nothing contained herein shall be deemed to constitute as partnership between the Developer and the Landowners in any manner nor it shall be construed that the parties hereto constitute as an association of persons in any manner whatsoever since it is a contract made by and between the parties herein for the subject and objects contained herein and hereunder.

i) The 'Landowners' Allocation' shall be handed over with peaceful possession after compliance with all the obligations on the part of the Developer i.e. immediately on completion of the Internal finishing works of all the Landowners' allocable portions in each of all the respective buildings subject to the compliance of all the obligations on the part of the Landowners under the terms and conditions of this Agreement and under the Law Of Land and also under all prevailing laws for the time being in force; and it is clearly understood by and between the parties hereto that during taking delivery of their allocable portions in each of the Buildings the Landowners shall not raise any objection and or create any obstruction if some common portions and common facilities are not completed during such materials time of delivery of possession in each of the respective Buildings and even in such event the Developer shall be in obligation to subsequently finish and complete all such unfinished common portions and common facilities intended and require to be made by the Developer and as specified in third schedule hereunder written.

ii) In the event the Landowners shall be entitled to any liquidated damages in terms of the said Clause - 4 (four) stated heretofore the said liquidated damages shall be paid by the Developer at the time of delivery of Owners' Allocations



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 APR 2010

iv) The Landowner/s shall not be held responsible for any omission and/or commission of any act by the Developer or any of their misrepresentation and/or dispute with the intending purchaser of the Developer's Allocation and/or any act thereof.

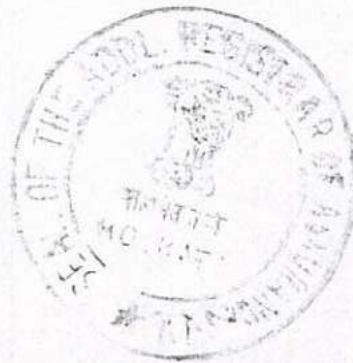
v) It is well agreed and understood between the parties hereto that in the event of failure on the part of the Developer to complete the entire project within the stipulated time as agreed upon by virtue of these presents subject to relaxations and provisions made in Clause 4 above (the time is the essence of the contract), the Landowner/s shall be entitled to terminate this Agreement and repossess the said premises.

31. However if any disputes or differences arises between the parties implementing this agreement or facing true interpretation to the terms herein, the same shall be referred to an Advocate or Arbitrator chosen by the parties hereto or such separate one or two Advocates or Arbitrators selected by each of the party with the right to appoint Umpire whose decision and award as envisaged in Indian Arbitration And Conciliation Acts and its modifications for the time being inforce shall be final and Binding on both the parties.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(The 'Said Land' Denoted Land Owned by the First Party)

A Plot Piece and Piece of Sali Land total measuring or consisting an area about 18 (Eighteen) Cottahs, be the same a little more or less, comprised in part of R.S. as well L.R. Dag No. 553 together with common egress rights on said over adjacent 12 feet and 15' feet wide common passages existing thereat lying and situated at Mouza-Sulankusi J.L. No. 22, Touzi No. 173, R.S. Khatian No. 217, under R.S. No. 196, subsequently recorded under and part of L.R. Khatian No. 158/2 (presently under recorded under L.R. Khatian Nos. 1899 & 1898, within the ambit of D.L & L.R.O. Rajahat Police Station, New Town formerly Rajahat under Jyanga Habera 2 No. Gram Parichayal, Sub - Registration Office: Additional District Sub - Registrar Dichhanpur (Sali Lake Circle) at present under A.D.S.R Rajahat, New Town, District North 24 Parganas. The said Plot is cubed and bounded as follows.



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 APR 2010

ON THE NORTH : By 12' feet wide common passage;  
ON THE SOUTH : By Part of R.S. as well L.R. Log No. 552,  
ON THE EAST : By 16' feet wide common passage;  
ON THE WEST : By Part of R.S. as well L.R. Log No. 554 & 555;

**THE SECOND SCHEDULE REFERRED TO ABOVE :**

**(The Said Owners' Allocable portions)**

**(Part - I)**

ALL THAT 33% (Trity Three Percent) built up area out of the total sanctioned areas of the proposed buildings in the manner of several numbers of residential flats & garages distributed proportionately in all floors both on the front and back portions in the proposed buildings so to be constructed by the Developer on the Owner's Said Demised Land under the First Schedule. Togetherwith proportionate undivided common shares in all common areas common amenities and common facilities in a complete finished and habitable conditions Togetherwith proportionate and undivided measurable right, title and interest as co-owners on the said land and on the said Demised Land described in the First Schedule hereinabove.

**Part - II Referred To Above:**

**(Developer's Allocation)**

**All THAT Constructed Areas** save and except the portions allocable to the owners and also the common areas, the entire remaining areas in the new buildings consists of the residential flats, commercial spaces and garages/car parking space so to be constructed on and upon the Owners Land written in the First Schedule hereinabove along with undivided and proportionate share of the common facilities which shall absolutely belong to the Developer and/or its nominees or assignees with rights to sell, transfer, mortgage, lease out partly or fully under the terms and conditions of this Development Agreement



7  
ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 APR 2010







97  
ADDITIONAL REGISTRAR  
OF ASSURANCE IV, KOLKATA  
23 APR 2010

4.

i) Dining/Dinning	1 Plug point (5 Amp.) 3 Light points 1 Fan point 1 Plug point (15 Amp.)
ii) Kitchen	1 Light point 1 Exhaust Fan Point 1 Plug point (15 Amp.)
v) Toilet	1 Light point 1 Exhaust Fan Point
vi) Verandah	1 Light point
vii) W. C. (Toilet)	1 Light point
viii) Entrance	1 Door-bell point

6. WATER

Underground water tank and overhead water tank is to be constructed for supply of water (24 hours).

7. PAINTING : Paper of Paris inside walls.

8. OUTSIDE PAINTING : Showroom 2 coats painting.

9. RAILING OF STAIR CASE : Railing of iron

10. STAIR CASE PAINTING : Paper of Paris

11. LIFT : One MCD (Manual Collapsible Door) lift in each Block.

THE FOURTH SCHEDULE REFERRED TO :

1. Sainness of all the floors of the site multi-storied building

2. Common landings with lift, Common passage including main entrance leading to the ground floor



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV KOLKATA  
23 APR 2010

3. Water tank, overhead tank and water supply line from Deep Tube-well with 440 volts Motor and Water pump.
4. Common toilet on the ground floor.
5. Common Caretakers room
6. Meter space.
7. External electrical installations switch boards and all electrical wiring and other electrical fittings installed in the said building
8. Drainages sewerage, septic tank and all pipes and other installations for the same.
9. Boundary walls and Main gate

10. Such other common parts areas equipments installations fittings fixtures and common and common passages as shall be provided by the Developer at its sole discretion and as shall be available in future in or about the said land and the said building and or in amalgamated and and buildings as are necessary for passage and/or use of the unit in common by the co owners with the Developer and/or its respective employees appertaining to proportionate cost in terms of sale. It is expressly mentioned hereby that the Developer shall be exclusively entitled to provide the common passages at its sole choice and discretion leading from Main Road through another adjacent properties to the said property hereunder the First Schedule and reaching to others property surrounding and adjacent herewith and amalgamated with such others in future by the developer for the free ingress and egress of the prospective buyers/residents of proposed buildings in this premises and or in the said amalgamated premises.

11. Other areas and installations and/or equipments if so provided by the Developer in the Building and/or the Premises at extra cost, for common use and enjoyment such as CCTV, PABX Intercom, Cable TV connection, Internet Connection, Telephone line, Gas lines etc. and other common amenities and facilities for common uses.



ADDITIONAL REGISTRAR  
OF ASSURANCES IV, KOLKATA  
23 APR 2010

### COMMON EXPENSES:

1. All expenses for the maintenance, operating replacing repairing renovating and repainting of the common portions and areas in the building including the outer walls and boundary walls of the Building.
2. All the expenses for running and operating all machinery equipments and installations comprised in the common portion including the cost of repairing, replacing and renovating the same.
3. Costs and charges of establishment for maintenance of the said building
4. Costs and insurance premium for insuring the building and/or the common portion.
5. All charges and deposits for supply of common utilities to all the co-owners in common.
6. Municipal tax, water tax and other rates in respect of the premises and building (save and except those separately assessed in respect of any unit of the purchaser).
7. Cost of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installation of the common service and lighting the common portions including system use for providing electricity to each unit.
9. All litigation expenses incurred for the common purpose and relating to the common use and enjoyment of the common portion and for all common affairs.
10. All other expenses as shall be required in future for running of proper and smooth administration of the Building or Buildings and the upkeepment of the same.



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 APR 2010



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

SIGNED, SEALED AND DELIVERED

By the OWNER/S at Kolkata

In the presence of:-

1. Arpan Chakraborty.  
S/o. Tapan Chakraborty  
M.B. Road, Laxmi Narayan Pally,  
P.O. & P.S. - Nimta, Kol-700049.

2. Uttam Maier  
Kil + P.O. Khosar  
Pan = 721222

1. Jayashri Maier

2. Piyali Maier

---

LANDOWNERS

SIGNED, SEALED AND DELIVERED

By the DEVELOPER at Kolkata

In the presence of:-

1. Arpan Chakraborty.

2. Uttam Maier.

ASTDURGA CONSTRUCTION PVT. LTD.



Director

---

DEVELOPER



























Drafted by:

Manish Krishna Kundu (Adv)  
S.C. Conul  
Kolkata.  
WB-320/1996.



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 APR 2010

## SPECIMEN FORM FOR TEN FINGER PRINTS

Sl. No.	Signature of the Executants/Presentants	LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
						
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little
						
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
						
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little
						
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
						
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little
						
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little


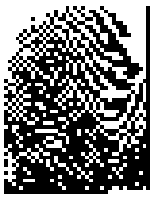






7

ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
23 APR 2010



## Seller, Buyer and Property Details

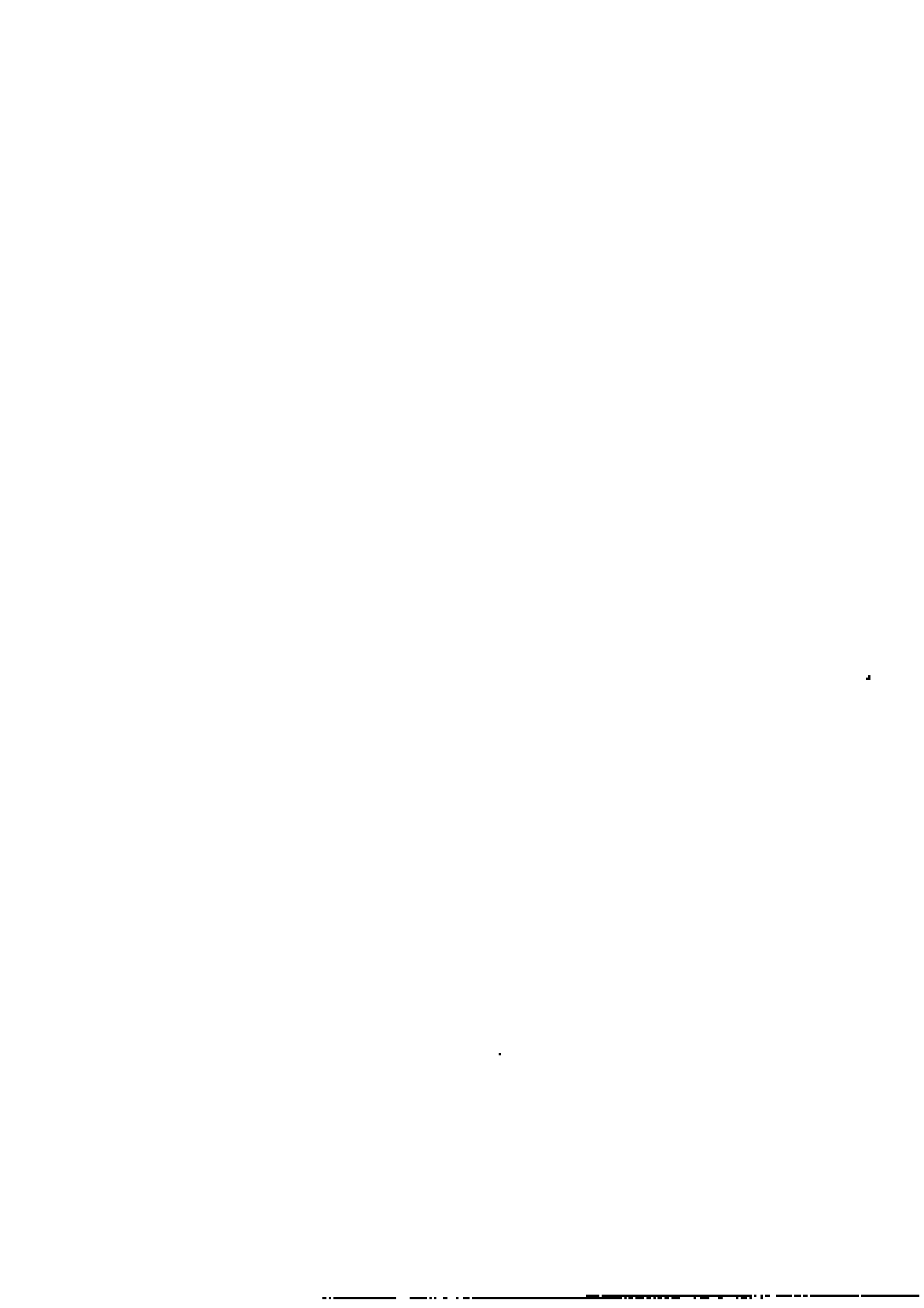
### A. Land Lord & Developer Details

	SELLER		
SL No	Name, Address, Photo, Finger print and Signature of Presentant		
1	<p><b>M. SANJAY SUPTA</b>                      NO 133 SECTOR-4, SALT LAKE CITY, P.O:-                      BINHAN, KOLKATA, P. S:- Bidhannagar District:-                      North 24 Parganas, West Bengal, India, PIN -                      700054</p>	 23/04/2018 12:40:11 PM	 L11 23/04/2018 12:48:20 PM
		 23/04/2018 12:48:39 PM	


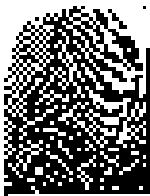

	BUYER		
SL No	Name, Address, Photo, Finger print and Signature		
1	<p><b>Mrs JAYASHREE MAJUMDAR</b>                      Wife of Mr. UTTAM KUMAR MAJUMDAR                      KIJARAR, P.O:- KIJARAR, S.S:- Ghatal District:-                      Paschim Medinipur, West Bengal, India. PIN -                      751222 Socy - Ghatala, By Gatala Dist                      Occupation: Housewife, Citizen of India. Status :-                      Individual; Date of Execution : 23/04/2018; Date of                      Admission : 23/04/2018, Place of Admission of                      Execution Office</p>	 23/04/2018 12:58:08 PM	 L11 23/04/2018 12:58:09 PM
		 23/04/2018 12:58:58 PM	



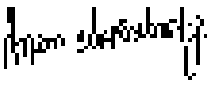
Sl. No.	Name, Address, Photo, Finger print and Signature
2	<p>Miss PIVALI MAUSI Daughter of Shri HITAM RAJESH MAUR KHARAR P.O: KHARAR, P.S: Ghazal, District: Paschim Midnapore, West Bengal, India, PIN - 721922 Sex: Female, By Case : India, Occupation: Student, Citizen of India; Sex : F Individual Date of Execution : 23/04/2016 Date of Admission : 23/04/2016, Place of Admission of Execution : Office</p> <div style="display: flex; justify-content: space-around;"><div data-bbox="869 347 1061 571"><p data-bbox="821 571 1125 616">23/04/2016 12:37:03 PM</p></div><div data-bbox="1236 347 1380 548"><p data-bbox="1292 537 1340 571">LTI</p><p data-bbox="1157 571 1476 616">23/04/2016 12:37:18 PM</p></div></div> <p data-bbox="949 683 1220 750" style="text-align: center;"><i>Pivali Mausai</i></p> <p data-bbox="989 784 1300 828" style="text-align: center;">23/04/2016 12:37:36 PM</p>





SL No.	Name, Address, Photo, Finger print and Signature		
1	<p>M/S. ASTLINGA CONSTRUCTION PVT. LTD.                      NO.109,SECTOR-1, SALT LAKE CITY, P.O.-BIDHANNAGAR, P.S.- Bidhannagar, District-North 24-                      Parganas, West Bengal, India. PIN - 700034 PAN No. AALCA5648M; Status: Organization, Represented                      by its representative given below:-</p>		
101	<p>M. SANJAY GUPTA                      NO.109 SECTOR-1, SALT LAKE CITY, P.O.-                      BIDHANNAGAR, P.S.- Bidhannagar, District-                      North 24-Parganas, West Bengal, India. PIN -                      700034 Sex: Male, By Caste: Hindu, Occupation:                      Business, Citizen of India, PAN No.                      AAKMB6977G; Status: Representative; Date of                      Execution: 20/04/2016; Date of Application:                      20/04/2016. Place of Execution: Office</p>	 <p>20/04/2016 12:48:11 PM</p>	 <p>20/04/2016 12:49:20 PM</p>
		 <p>20/04/2016 12:49:20 PM</p>	

**B. Identifiers Details**

SL No.	Identifier Name & Address	Identifier of	Signature
1	<p>Mr ARDAN CHAKRABORTY                      Son of Shri TAPAN CHAKRABORTY                      N.O. ROAD, LOM. NARAYAN HALLY, GUPTA                      P.O: NIMTA P.S- North, District -                      North 24-Parganas West Bengal,                      India, PA - 700043 Sex: Male, By                      Caste: Hindu, Occupation: Glass                      Citizen of India.</p>	<p>Mrs LAYASHREE MAUR, Mrs                      HIMAL MAUR, Mr SANJAY                      GUPTA</p>	 <p>20/04/2016 12:28:19 PM</p>

**C. Transacted Property Details**

Seri No.	Property Location	Plot No. & Khattan No/ Road Zone	Area of Land		Market Value (in Rs.)	Other Details
				Setback Value (in Rs.)	Value (in Rs.)	



Sch No.	Property Location	Plot No & Khatai No/ Road Zone	Area of Land	Subarth Value (in Rs.)	Market Value (in Rs.)	Other Details
11	Distric North 24 Parganas, P.O: Rajarat, G.P. Banchayan, JANGRAH-ATHARAJI, Mouza: Sulergeri	J.R Plot No:- 503, J.R Khatai No:- 1893	16 Katha	0	43,68,010/-	Proposer's Name: Eastu, ICR, Soil, Width of Approach Road: 18 Ft.

Sch. No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in (%)
11	Mrs. JAYASHREE MAJUR	M/S ASTOURGA CONSTRUCTION PVT. LTD.	14.85	00
	Mrs. RYALI MAJUR	M/S ASTOURGA CONSTRUCTION PVT. LTD.	14.85	00

#### D. Applicant Details

Applicant's Name	SANJAY GUPTA
Address	AP-169, SALLI LAKE CITY, Home Biddhannagar, District: North 24-Parganas, WEST BENGAL, PIN-700064
Applicant's Status	Buyer/Claimant



Office of the A.R.A. - IV KOLKATA, District: Kolkata.  
Endorsement File Deed Number : I - 190400448 / 2016

Query No/Year : 1904/0001410/2016      Serial no/Year : 190400347b / 2016  
Deed No/Year : - 1904002040 / 2016  
Transaction : (311), Sale, Development, Agreement or Construction agreement  
Name of Presentant : Mr RANJAY GUPTA      Presented At : Office  
Date of Execution : 22-04-2016      Date of Presentation : 23-04-2016

Remarks  
[REDACTED]

Gen. fee: that the market value of this property which is the subject matter of the deed has been assessed at Rs 45,00,000/-

*[Signature]*  
(Avtl. Kumar Joshi)  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
Kolkata, West Bengal

[REDACTED]

[REDACTED]

Admissible under rule 21 of West Bengal Registration Rule, 1957 duly stamped under schedule 1A, Article number - 4B(i) of Indian Stamp Act, 1899.

[REDACTED]

Presented for registration of (231) order : 23042016, at the Office of the A.R.A. - IV KOLKATA by Mr RANJAY GUPTA .

[REDACTED]

Exec. fee is admitted on 23042016 by

Mrs. KAVYASHREE MAJUR, Wife of Mr UTTAM KUMAR MAJUR, KHARAR, P.O. KHARAR, Thana: Ghatal, Paschim Medinipur, WEST BENGAL, India, PIN - 721222, By caste Hindu, By Profession Housewife  
Inkified by Mr ARPAN CHAKRABORTY Son of Shri TAPAN CHAKRABORTY, M.D ROAD, LAXMI NARAYAN PALLY, P.O: NIMTA, Thana Nimta - North 24-Parganas, WEST BENGAL, India, PIN - 700046, By caste Hindu, By Profession Officer

[REDACTED]

Executer is admitted on 23042016 by

Miss PIYALI MAUR, Daughter of Shri UTTAM KUMAR MAJUR, KHARAR, P.O: KHARAR, Thana: Ghatal, Paschim Medinipur WEST BENGAL, India, P No - 721222, By caste Hindu, By Profession Student



Verified by NARAYAN CHAKRABORTY, Son of SHITAPAN CHAKRABORTY, M B ROAD, LAXMI NARAYAN PALLY P.O. NIMTA, Thana: Nimb, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, By case- Hindu, By Profession- Others

~~Signature of Sanjay Gupta, Director, M/S. AS (HIRCA) CONSTRUCTION PVT. LTD., AD-159, SECTOR-1, SALT LAKE CITY, P.O.-BIDHANNAGAR, P.S.- Bidhannagar District: North 24-Parganas, West Bengal, India, PIN - 700064~~

Execution witnessed on 23/04/2015 by

Mr SANJAY GUPTA, DIRECTOR, M/S. AS (HIRCA) CONSTRUCTION PVT. LTD., AD-159, SECTOR-1, SALT LAKE CITY, P.O.-BIDHANNAGAR, P.S.- Bidhannagar District: North 24-Parganas, West Bengal, India, PIN - 700064  
Mr SANJAY GUPTA, Son of Mr GOPAL PRASAD GUPTA, AD 109, SECTOR 1, SALT LAKE CITY, P.O. BLD. MAHARAJ, Thana: Uddan nagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, By case- Hindu, By profession- Business

Witnessed by Mr SHAPAN CHAKRABORTY, Son of SHITAPAN CHAKRABORTY, M B ROAD, LAXMI NARAYAN PALLY P.O. NIMTA, Thana: Nimb, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, By case- Hindu, By Profession- Others

~~Signature of Sanjay Gupta, Director, M/S. AS (HIRCA) CONSTRUCTION PVT. LTD., AD-159, SECTOR-1, SALT LAKE CITY, P.O.-BIDHANNAGAR, P.S.- Bidhannagar District: North 24-Parganas, West Bengal, India, PIN - 700064~~

Certified that the total Registration Fees payable for this document is Rs. 1015/- i.e. - Rs 915/- (Rs 55/- MVA) + Rs 915/- MDT + Rs 10/- and Registration Fees paid by Cash/ Rs 1015/-

~~Signature of Sanjay Gupta, Director, M/S. AS (HIRCA) CONSTRUCTION PVT. LTD., AD-159, SECTOR-1, SALT LAKE CITY, P.O.-BIDHANNAGAR, P.S.- Bidhannagar District: North 24-Parganas, West Bengal, India, PIN - 700064~~

Certified that required Stamp Duty payable for this document is Rs. 7,000/- and Stamp Duty paid by Draft/ Rs 7,000/- By Stamp Rs 7,000/-

**Description of Stamp**

1. Rs 1000/- paid on Impressed type of Stamp, Serial no 1007, Purchased on 13/04/2015, Vendor named M CHOSH.

**Description of Draft**

1. Rs 7,000/- is paid by the Draft; 0554-15; No: 142177000428, Date: 20/04/2015, Bank: STATE BANK OF INDIA (SBI), SALT LAKE



{Ash Kumar Jaiswal}

ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
Kolkata, West Bengal

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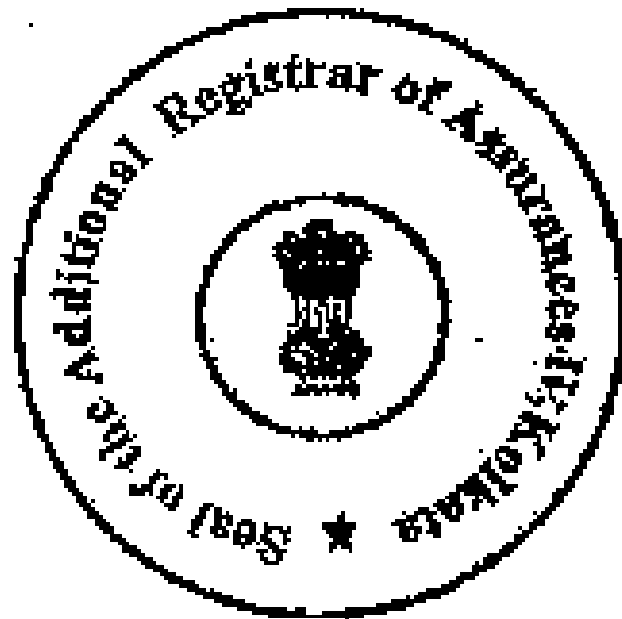


Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2016, Page from 151547 to 151590

being No 190403848 for the year 2016.



Digitally signed by ASIT KUMAR  
JOANDER  
Date: 2016.05.03 17:26:46 +05:30  
Reason: Digital Signing of Deed.

(Asit Kumar Joander) 03-05-2016 17:26:45  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

{This document is digitally signed.}

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