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

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Additional District Sub-Registrar  
 Rajerhat, New Town, North 24-Pgs

30 JAN 2018

DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT made this the 30th day of January, Two Thousand And Eighteen;

BETWEEN

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*Faint, illegible text*

27 DEC 2017

Sl. No. 3275 DATE \_\_\_\_\_  
NAME \_\_\_\_\_  
AED \_\_\_\_\_  
A/C No. 1000

ASTDURGA CONSTRUCTION PVT. LTD.  
Dwarka Vedmani, AD-169, Salt Lake, Sec-1  
Kolkata-700 064

*Mousumi Ghosh*

MOUSUMI GHOSH  
LICENSED STAMP VENDOR  
KOLKATA REGISTRATION OFFICE



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Rajchhal, New Town, North 24-Pgs

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**MR. UTPAL KUMAR PAUL** (having PAN: ADVPP9849G) S/O. Late Sunil Ranjan Paul by Nationality - Indians, by faith Hindu, by occupations - Business, residing at Sarada Path, S. Dohutia Road, Borpather, P.O. & P.S. as well District: Tinsukia, Pin - 786125, Assam, hereinafter 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

**M/S. ASTDURGA CONSTRUCTION PVT. LTD.** (having PAN - AALCA5946M) a Company incorporated under Indian Companies Act, 1956 having its registered office at Dwarka Vedmani, AD - 169, Salt Lake City, Sector - 1, Kolkata - 700 064 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 repugnant to the context be deemed to mean and includes its successor or successors at office, administrators, executors, legal representatives, and assigns) of the **SECOND PART**;

**WHEREAS THE OWNER HAVE REPRESENTED TO THE DEVELOPER :-**

A. One Sri Aurobindo Ghosh S/o. Late Bijay Kumar Ghosh was of the Rayoti Owner of several landed properties including of a plot of Sali Land measuring 0.33 Acre comprised in part of C.S Dag No. 520 corresponding to R.S. as well L.R. Dag No. 556 at Mouja - Sulanguri, under and part of C.S. Khatian No. 03 under and part of R.S. Khatian No. 217, K.B. Khatian No. 409, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, by dint of a Bengali Deed of Family Settlement dated 17.11.1984 executed by Smt. Rupa Ghosh W/o. Late Bijay Kumar Ghosh and duly registered with the office of the A.D.S.R. Bidhannagar, Salt Lake City, Being No. 6279 for the year 1984 and wherein and whereby the said Smt. Rupa Ghosh settled, bequeathed, transferred and conveyed the several landed properties total admeasuring 0.84 acre including of the aforesaid 0.33 acre Sali land morefully described in the schedules therein unto and in favour of her said son the said Aurobindo Ghosh absolutely and forever free from all sorts of encumbrances whatsoever.



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B. Since after then the said Sri Aurobindo Ghosh thus became absolutely seized and possessed of and or well and sufficiently entitled to All the properties under the aforesaid Deed of Settlement dated 17.11.1984 including of the said 0.033 acre of Sali land comprised in part of C.S Dag No. 520 corresponding to R.S. as well L.R. Dag No. 556 at Mouja – Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, as the absolute owner thereof under the government of West Bengal paying rents and taxes thereof;

C. By a Deed of Conveyance dated 20.11.2006 duly registered at Sub-Registration Office of the A.D.S.R. Bidhannagar, Salt Lake City, recorded in Book 1, CD Volume No. 17, Pages 15752 to 15769, Being No. 12609 for the year 2012, the said Sri Aurobinda Ghosh S/o. Late Bijay Kumar Ghosh therein called as the owner/vendor sold, transferred and conveyed All that the aforesaid Sali land measuring 33 Satak equivalent to 20 Cottahs a little more or less comprised in R.S as well L.R Dag No. 556 with common easement rights in common passage in connection thereto, under and part of R.S. Khatian No. 217, L.R. Kri-Khatian No. 409, at Mauza - Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the schedule therein unto and in favour of Sri Nikhil Roy and his wife Smt. Padma Roy free from all encumbrances whatsoever;

D. Since after the aforesaid purchase the said Sri Nikhil Roy and Smt. Padma Roy thus became seized and possessed of and or well and sufficiently entitled to the aforesaid Sali land measuring 0.33 acre little more or less comprised in R.S as well L.R Dag No. 556 togetherwith 0.33 acre a little more or less with common easement rights in common passage in connection thereto, under and part of R.S. Khatian No. 217, K.B Khatian No. 409, at Mauza - Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, without being interrupted by any person whomesoever and or from any corner whatever and also free from any charge, claim, demand, attachment, mortgage, liens and from any sorts of encumbrances whatsoever and subsequently their names have been severally recorded under L.R. Khatian No. 1515 & 1516 and had been paying Rent or Khajna to Government of West Bengal;



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E. By a Bengali Deed of Conveyance dated 15.09.2016 duly registered at the Office of the A.D.S.R. Rajarhat recorded in Book 1, Volume, No. 1523-2016 Pages from 331482 to 331499, Being (Deed) No. 10985 for the year 2016, the said Sri Nikhil Roy and Smt. Padma Roy being the owners thereof therein as the Vendors duly represented by their Constituted Attorney Sri Tapan Ghosh s/o Late Jugal Ghosh (by virtue of a General power of attorney duly registered at A.D.S.R.O. Rajarhat, New Town recorded in Book – IV, Volume No: 1523-2016, Pages: 13684 to 13698, Being No: 00882/2016 out of their aforesaid purchased property sold, conveyed and transferred free from all encumbrances, All That a demarcated Plot of Sali Land marked as Plot No.B/2-D measuring area about 3 Cottahs 15 Chitaks be the same a little more or less comprised in part of R.S. as well L.R Dag Nos. 556 lying and situate at Mauza Sulanguri, L.R. Kri. Khatian No. 409 subsequently under L.R. Khatian Nos. 1515 & 1516, Police Station: Rajarhat at present New Town, District: North 24 Parganas, morefully described in the Schedule therein unto and in favour of said Utpal Kumar Paul the Land Owner/ First Party herein therein called and referred as the Purchaser free from all encumbrances whatsoever.

F. After the aforesaid purchase by dint of the said Sale Deed dated 15.09.2016 the said Utpal Kumar Paul the Land Owner/First Party herein has thus become seized and possessed of and or well and sufficiently entitle to the All That said demarcated plot of Sali Land being Plot No. B/2-D, measuring 3 cottahs 15 Chitaks be the same a little more or less comprised in part of R.S. as well L.R. Dag No. 556, togetherwith all the rights, properties, benefits and appurtenances in connection thereto, lying and situated at Mouza: Sulangari, J.L. No. 22, under and part of L.R. Kri. Khatian No. 409 subsequently under L.R. Khatian Nos. 1515 & 1516, within the ambit of the B.L. & L.R.O. Rajarhat, Police Station: New Town, 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 First Party herein is well and sufficiently entitle to his 'Said Land' under the First Schedule hereto as the absolute Rayoti Owner/s thereof under the State Government without any interruptions and or obstructions by or from any person whomsoever or of and from any corner whatsoever and also free from any charge claim, demands, liens, attachment, suits, injunctions and also free from all sorts of encumbrances whatsoever; free from any charge claim, demands, liens and all sorts of



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encumbrances whatsoever, and subsequently his name has been recorded under L.R. Khatian No. 2420:

G. The Owners' Representations:

- i) The owner has/have clear and marketable rights, title and interest in respect of his said Land under First Schedule hereto free from all charges, liens, lispendences, suits, injunctions, viz. free from any or all encumbrances whatsoever AND the owner herein has not dealt with the Said Property and or any portion thereof in any such manner so that the Owner herein is or may be restrained to deal with the said land or the Said Property hereunder the First Schedule in any way at his own choice and absolute discretion, AND in other way the Owner herein is free and absolutely entitled to deal with his 'Said Land' and also to enter into this agreement with the Developer hereto;
- ii) The entire said land hereunder the First Schedule and or any portion thereof is not effected by any Development Scheme and is free from any acquisitions or requisitions whatsoever and the Owner herein did not receive any notice from any authority or authorities effecting the Owner's property described in the First Schedule written hereunder;
- iii) That to the best of the Owner's 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 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 'SARFAESI';
- iv) There is no Tenant in the Said Property.
- v) There is no Temple, Mosque, Debattur or Burial Ground within the 'Said Property'.



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vi) 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 Owner/s herein is/ are in need of residential accommodation and as such are desirous of development and construction of multi-storied building/s comprised of self-contained modern flats on ownership basis with car parking spaces and shops thereof on his/her/their said land under the First Schedule but due to paucity of fund and lack of experience he/she/they are unable to do so by his/her/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 beside 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 owner/s herein has approached the Developer to acquire their said plot of land under the First Schedule hereto within the pool of said proposed Development and Construction of said proposed Housing Enclave; and having been approached by the owner/s herein in respect of his/her/their aforesaid proposal and also relying on the above representations made by the Owner/s herein to be true, the Developer hereto has agreed with the Owner/s for acquiring his/her/their plot of the land under the First Schedule in the said proposed pool of Development of the proposed Housing Enclave by way of construction of multi- storied building R.C.C. framed super structural building consists 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 so to be acquired by the Developer herein and as per drawing plan and specifications to be signed by the owner/s and sanctioned by the competent authorities and in



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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 condition 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 OWNER" shall mean the persons namely **SRI UTPAL KUMAR PAUL** as the party of the FIRST PART hereto holding 100% rights, title and interest of the "SAID LAND" under the "First Schedule" hereto written.

"SAID LAND" OR "DEMISED LAND" shall mean All That said Plot of Sali Land measuring 3 cottahs, 15 Chitaks be the same a little more or less comprised in part of R.S. as well L.R. Dag No. 556 with all the rights, properties, benefits and appurtenances in connection thereto, lying and situated at **Mauza Sulanguri, J.L. No. 22, under and part of R.S. Khatian No. 217** part of L.R. Khatian Nos. 1515 & 1516, presently recorded under L.R. Khatian No. 2420, **within the ambit of the B.L. & L.R.O. Rajarhat**, Police Station: New Town formerly Rajarhat, under Jyangra Hatiara 2 No. Gram Panchayet, District: North, 24 Parganas morefully 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 other surrounding or adjacent land or plots 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.



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"SAID BUILDING / SAID BUILDINGS" shall mean Multi-Storied building or buildings as shall be constructed in finished and habitable condition by the Developer conforming to the Sanctioned Plan or Revised 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 costs; and so would be sanctioned by the Competent Authorities such as Local Panchayat, Zilla Parishad and / or by other Authority if so concerned. And shall also mean any/or all revised plans subsequently prepared by the Developer at its sole discretion without requiring any further consent from the Landowner/s and sanction by the Authorities concerned.

"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-ways and of other common facilities described in the Third Schedule and to be constructed and erected on the said demised land of the Landowners herein described in the First Schedule hereunder written and/or on the proposed amalgamated landed property as defined hereinabove.

"LANDOWNER ALLOCATION" shall mean that the First Party herein as the Landowners shall be entitled to get 33% built up area out of the total sanctioned areas of the proposed building/s 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



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Demised Land under the First Schedule with proportionate and undivided common shares in all common areas common amenities and common facilities in a complete finished and in habitable 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 morefully and collectively described in Part – I of the Second Schedule hereunder written and shall mean the consideration for the residue all constructed 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 Allocations".

"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 so to be constructed on and upon the Owner's Land mentioned hereunder 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-II of the Second Schedule hereto which shall absolutely belongs to the Developer and or its nominee/s or assignees under the terms and conditions of this Development Agreement.

"BUILT UP AREA" Shall, according to its context, mean the plinth area of an Unit/Flat including the area of stair-case, landing with lifts space on the same floor whereon a flat/unit 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 others.

"PHASES" 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 convenient of expanding the volume or area of the complex, however without affecting the terms herein contained.



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"TRANSFEREES" 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 MAJURE" Shall mean any natural calamities such as floods, earth quake, riots, severe labour disputes, and restraint by the Order of any Court of Law, Statutory Authorities and any or all irresistible circumstances beyond the control of the Developer.

"TAX LIABILITIES" The Landowner/s shall liable to pay the arrear dues if so shall be payable to Gram Panchayet, Municipality and other statutory tax and outgoings liability till the period of execution of these presents 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 Landowner/s.

"COMMON PORTIONS / COMMON AREAS" shall mean all the undivided and indivisible finished and unfinished areas, pathways, erections and constructions and installation comprised in the said building and in the said premises for practical use and enjoyment of the Owner/s 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 Owner/s herein with other future co-owners for the maintenance, management and upkeepment of the building or buildings and the expenses for the common purposes of the co-owners.



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"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 unit/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 of 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 relating to the common purposes and the common expense then such share shall mean the proportions in which the total amount of such taxes rates or expenses as 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 a 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".

"SINGULAR" shall include the "PLURAL" and vice-versa.

AND

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

NOW THIS 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 First 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 as may be prepared, submitted and obtained only by the developer and sanctioned by the competent authority. It is to mention mentioned hereby that the Developer shall be fully entitled to prepare building plan in connection



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to the Said Land OR composite buildings plans by joining any other adjacent land or properties with the said demised land hereunder the First 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 given unfettered exclusive rights to the Developer to the extent of his/her/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 thereto, 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 obstructions 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 bounden duty and responsibility of the Developer to obtain the "Occupancy Certificate" by regularizing such deviations through revise plan at the Developer's own cost and expenses and by paying necessary Fees and or Fine as shall be requisite and imposed by the concerned Municipal 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 owner/s 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 'Bastu Land' as it is physically existing in place of Sali Land as now recorded in B.L & L.R.O. Records, the owner/s shall be entitle to get 33% total built up area out of the total sanctioned areas of the proposed building/s in a manner of several number 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



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allocable to the owner/s shall be constructed by the Developer morefully and collectively described in Part – I of the Second Schedule hereunder written and as described hereinabove as "Owner' Allocations" in fully complete and in habitable condition 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 proportionate 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 3 (Three) Cottahs, 15 Chitaks only; And in the event of any reducement in the said land area if so found subsequently in future, the said Owners' Allocation shall be reduced proportionately. It has been also agreed by and between the parties herein that in addition to the said Owners' Allocations the Owner/s 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 Owner/s herein shall sign, execute and register a 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 selling of Developer's 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 hereto that the Developer shall be uninterruptedly entitled to exercise the aforesaid General Power of Attorney for selling of the entire constructed portions togetherwith the undivided and impartble share of the said land under the First Schedule and or any portions thereof save and except the portions allocable to the Owner/s viz. a. viz. the said "Owners' Allocations" to any intending Purchaser or Purchasers at any price and on such lawful terms and



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conditions as the Developer shall deem fit and proper and the Owner/s however, in that event shall not be entitled to raise any objections and or to create any obstructions thereto 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 required by the Second Party to be done in the matter and the First Party shall execute any such additional Power of Attorney and/or authorisation 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 on the written request made by the Second Party. The said power or powers of attorney so to be granted by the First Party/Land Owners to the Second Party/Developers/Builders and/or its nominee/s 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 "SAID PROPERTY" 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 undivided 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 hereunder the First Schedule is found and or made out by the owner/s and immediately after the name/s of the owner/s is/are mutated and also the necessary Conversion Certificate is/are obtained as aforesaid by the Owner/s, the developer shall proceed for obtaining sanction of the Building Plan or Plans and immediately after



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sanction of the building plan or plans by the concerned authorities and after obtaining work order 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 48 (forty-eight) months from the date of obtaining necessary sanction of the Buildings Plan. For the purpose of the construction and development works and completion thereof and also selling of developers allocable portion and for all practical purposes and under the terms and conditions of this Development Agreement the First Party has/have this day delivered the peaceful vacant possession of the Said Land under the First Schedule to the Developers free from all encumbrances whatsoever.

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 owner/s has/have made out a perfect and indefeasible marketable title of the entire said land hereunder the First Schedule hereby conferred upon the developer and subject to all the terms, conditions, stipulations, covenants and obligations covered under this agreement and also under the law of land is properly and carefully fulfilled and observed by the owner/s. 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 towards development are to be borne solely by the developer who shall be liable to pay the Land Taxes payable to B.L. & L.R.O. and also Panchayet taxes and other outgoings w.e.f. the date of obtaining aforesaid Conversion Certificate/s till the Development work is completed. Any dues on such accounts if found subsequently shall be payable by the owner/s.

6. Other than the said owner's 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 Owner/s, the Developer other than the common areas shall be exclusively entitled 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



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hereinafter for the sake of brevity referred to as the Developer's Allocations. The Developer at its own choice and discretion shall be fully entitled to withhold the said Developer's Allocation and further shall be exclusively entitled 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 Selami at its sole discretion, And out of such sale proceeds, the owner/s however shall not be entitled to any part out of the said Developer's Allocation as well as in the sell-proceeds of the Developer's Allocation and shall have no further claims or demands of whatsoever nature. Reciprocally the Owner/s shall not be liable for any amounts and or loss or damages if any arising 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 or 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 entitled 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/said property or on the said amalgamated land/amalgamated property. The Developer shall be fully entitled to obtain any earnest money and/or any finance against the Developer's Allocation from any intending buyer/buyers, lessee/lessees and/ or mortgagee /mortgagees without hampering the owner/s interest covered under this Agreement.

8. The Developer shall be entitled to appoint Architect for supervising the structural constructions of the foundation, basements, pillars, structures, slabs, concrete, underground / overhead reservoirs, 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 at its (Developer) own costs and expenses to look after the same only. However, as agreed upon by both the parties, good quality



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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 Owner 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 hazards 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 payment to each and all of them. The land-owner/s shall has/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 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-owner/s, his/her/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 owner/s shall sign all 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 with 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' allocable portions, by the developer without raising any objection, thereto. It is agreed that immediately after sanction of the Building Plan and prior to



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commencement of construction work, the Owner/s 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 from time to time. The Developer shall keep and preserve all such relevant Deeds of Title and the documents related thereto un-obliterated and upon completion of the development work and after transfer of all the portions under the Developer's Allocations shall handover all such Deeds and Documents to the Owner Association or Committee or Syndicate so shall be formed in the proposed Housing Enclave at the said premises or at the amalgamated premises.

13. It is agreed by the landowner/s 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 in respect of the said landed property mentioned in the first schedule, the developer shall have the liberty to proceed against the same on behalf of the land owner/s and all costs and expenses if so incurred by the Developer on and behalf of the Owner/s herein defending or proceeding with such suit/disputes and or to make such defects, shall be adjusted by the Developer from the "Owner's Allocations" at the time of delivery of the same to the Owner/s herein . However the owner/s 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 created either by any outsiders 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-owner/s covered under these presents and also covered under the Law of Land, if this Agreement is not implemented or however not practicable to be 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-owner/s shall be bound to pay of all the cost and expenses till then incurred by the Developer forthwith the 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 Schedule shall remained with the Developer till such amounts are recovered by the Developer from the Owner/s.



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14. Both the parties hereby agreed that the time specified in clause 4 (four), hereinabove for completion and the delivery of the portions allocable to the owner/s is/are subject to force-majure i.e. 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 irresistible 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) hereinabove. It is expressively mentioned hereby that the Developer unless prevented by the circumstances in the manner stated hereinabove shall within the specified period complete the Owners' allocable portions and shall intimate the Owner/s 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 Owner to take delivery his allocation within said notice period of 15 days, the Developer after fulfilling its obligation in a manner as stated herein shall not 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 manse-profit whatsoever and further shall be entitled to continue with exercising of its absolute rights and authority to dispose of the developers allocations by handing over the possession of the unit/units out of the developer's allocations to the intending purchaser and or the purchasers or lessee, lessees with fully entitle 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 amalgamated premises and the owner/s herein shall not be entitled to raise any objections or create any obstructions by any means in any manner whatsoever. Be it mentioned hereto that since the said General Power of attorney so to be executed by the Landowner 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.

15. 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 manners. If any complication arises



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beyond the agreed terms and conditions incorporation in the Agreement and/or in proper implementation thereof both the parties shall endeavor to sort it out at bi-parties level. The owners hereby declare and assure the Developer not to restrain the later 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 AND/OR after the obligations of the Developer towards the owner/s agreed hereby are fulfilled by the Developer in the manner as stated in Clause 4 (four) and Clause 14 (Fourteen) hereinabove.

16. The Landowner hereby agree and covenants with the Developer to pay proportionate Panchayet/Municipal rates, taxes, the Rent or Khajna payable to the Collectorate North 24 Parganas and all other outgoings including service-tax, vat and others as applicable and payable time to time under statute 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 Owner's Allocation to the Landowner/s by the Developer so as the Developer and or its nominee/s and or assignee/s also shall cause to pay the same to the extent of the Developer's Allocations.

17. The Landowner/s shall cause to be joined such person or persons as Vendor/s and or Confirming 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 Landowner/s of his/her/their allocation, the Landowner/s and or his nominee/s, assignee/s shall hold the same on terms and conditions and restrictions as regard the user and maintenance of the buildings as the other flats 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 benefits of all occupiers of the new building or buildings which shall include the following: -



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20. The Landowner/s 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. Landowner/s shall not demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or made any structural alteration therein without the previous consent and/or permission from appropriate authorities.

22. THE LANDOWNER FIRST PARTY DO HEREBY COVENANT WITH THE DEVELOPER SECOND PARTY:

i) That each and every representation made by the First Party/Land Owner/s hereinabove are all true and correct and agrees and covenants to 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 Owner/s.

ii) 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 thereat save only to the extent permitted expressly hereunder.

iii) 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.

iv) 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 delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this agreement in any manner.



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v) That the First Party/Land Owners shall not cause any interference or hindrance in the sanction/modification/alteration of Sanction Plans in terms hereof, construction and development at 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.

vi) 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 deliver 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.

vii) That It is bi-laterally agreed in between the parties hereto that the First Party/Land-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/Land Owners.

viii) That The Second Party doth hereby agree and covenant with the First Party not to do any act deed 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 in 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 Bodies statutory authorities as the case may be and each of the parties herein 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



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new building or buildings or any other space or accommodation therein and shall keep other occupiers 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 voidable any way in insurance of the new building or buildings or any part thereof and shall keep the Developer and other occupiers of the said building/s harmless and indemnified from and against the consequence of any breach.

26. No combustible goods or other items/materials shall be kept by the Landowner/s 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 caused by the Developer or the Landowner/s and/or their respective nominees/assignees, as the case may be shall entitled 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 landowner/s 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 repairing 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 new similar purposes.

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

A. (i) Proportionate cost of Installation of main meter or Transformer /



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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. 10,000/- 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 WBSEDCL Authority is payable by the Land Owner in respect of individual meter for the Owner's Allocable Portions.

30. IT IS FURTHER agreed and understood between the parties hereto as follows:-

i) The Landowner/s and the Developer have entered into this agreement purely for construction and delivery of the Owner's Allocable portions by the Developer to the Landowner as well as selling of residuary areas as Developer's Allocable portion by the Developer and nothing contained herein shall be deemed to construe as partnership between the Developer and the Landowner 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 hereto and hereunto.

ii) The "Landowner's 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 the new building subject to due compliance of all the obligations on the part of the Landowner/s 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 his allocable portions in the Building the Landowner/s shall not raise any objection and or



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create any obstruction if some common portions and common facilities are not completed during such materials time of delivery of possession by the owner 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.

iii) In the event the Landowner/s is/are entitled to any liquidated damages in terms of the said Clause – 4 (four) stated hereinabove the said liquidated damages shall be paid by the Developer at the time of delivery of Owners' Allocations.

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 part 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 re-possess the said premises.

31. However, if any dispute or difference arises between the parties implementing this agreement or making 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 parties with the right to appoint an umpire, whose decision and award as envisaged in Indian Arbitration And Conciliation 1996 as Amendment Act 2015 and also with all its modifications for the time being in force shall be final and binding on both the parties.



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**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(The "Said Land"/"Demised Land" Owned by the First Party)

All That Plot of Sali Land marked as Plan Plot No. B/2-D total admeasuring or containing an area about **3 Cottahs, 15 Chitaks** be the same a little more or less comprised in part of R.S. as well L.R. Dag No. 556, togetherwith all the rights, properties, benefits and appurtenances in connection thereto, lying and situated at Mouza Sulanguri, J.L. No. 22, **under and part of R.S. Khatian No. 217** part of L.R. Khatian Nos. 1515 & 1516, presently recorded under L.R. Khatian Nos. 2420, **within the ambit of the B.L. & L.R.O. Rajarhat**, Police Station: New Town formerly Rajarhat P.S., under Jyangra-Hatiara 2 No. Gram Panchayet, Sub- Registration Office: Additional District Sub- Registrar Bidhannagar (Salt Lake City) at present under **A.D.S.R Rajarhat**, New Town, District: North 24 Parganas. The said Plot is butted and bounded as follows:

- ON THE NORTH : By Plan Plot No. B/2-B comprised in part of R.S. as well L.R. Dag No.556;
- ON THE SOUTH : By part of R.S. as well L.R. Dag No. 555;
- ON THE EAST : By Plan Plot No. B/2-C comprised in part of R.S. as well L.R. Dag No.556;
- ON THE WEST : By part of R.S. as well L.R. Dag No. 553;

**THE SECOND SCHEDULE REFERRED TO-ABOVE :**

(The Said Owners' Allocable portions)

**(Part - I)**

**ALL THAT 33% (Thirty Three Percent)** built up area out of the total sanctioned areas of the proposed building/s 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 building/s so to be constructed by the Developer on the Owner/s Said Demised Land under the First Schedule; and the said 33% sanction area in respect of and to the extent of proposed multi-storied building/s allocable to the owner shall be attributable to the net land area physically available under the First Schedule out of the



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total Land area within the proposed amalgamated land whereon or whereupon the entire proposed Housing Enclave shall be constructed by the Developer Togetherwith proportionate undivided common shares in all common areas common amenities and common facilities in a complete finished and in habitable conditions Togetherwith proportionate and undivided impartable right, title and interest as co-owners on the said land and or the said Demised Land descried 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 owner/s and also the common areas, the entire remaining areas in the new buildings consists of the residential flats, commercial spaces and garage/car parking space so to be constructed on and upon the Owner's Land written in the First Schedule hereinabove along with undivided and proportionate share of the common facilities Togetherwith proportionate and undivided impartable right, title and interest as co-owners on the said land and or the said Demised Land under the First Schedule hereinabove, which shall absolutely belongs to the Developer and/or its nominee/s or assignees with rights to sale, transfer, mortgage, lease out partly or fully under the terms and conditions of this Development Agreement.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

***S P E C I F I C A T I O N***

**1. DOOR & WINDOW**

All doorframes ( size 4" x 2 ½" ) would be made of Malaysian Sal wood , doors shutter would be flush doors made of commercial ply (Brahmaputra ply or any other co. of the same rate) main door thickness 32 mm and all other doors thickness 30 mm fitted with mortise locks (Glider 4 Levers). Main door would be fitted with Godrej night latch lock and there would not have any lock in kitchen and bathrooms. All windows would be made of steel with glass panel. All doors and windows would be painted with white enamel paint (Berger Co.).

**2. FLOORING**

All Bed Rooms, Dinning-cum-Living, and would be finished with Ivory Vitrified tiles (24" X 24") flooring and 4" skirting. Bath-room, Kitchen & Balcony would be finished with



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Ivory Ceramic tiles (12" X 12") flooring. The walls of the Toilets/Bathrooms would finish with white glazed tiles in 60" height. Roof would be finished with roof tiles.

### 3. SANITARY & PLUMBING

Standard Toilet would be provided with C. P. Shower, one commodes/Indian /English type pan (Perryware) with P.V.C. cistern (Reliance Co.). And in W. C. there would be only one tap. (All taps & c.p. fittings of Vertex & Victoria Co.) There would be no concealed line and geyser line. There would be only one basin (Perryware) in each flat.

### 4. KITCHEN

One Green marble platform, one sink, floors would be finished with marble and 2'-0"skirting white glaze tiles on the back of the cooking platform to protect the oil spots.

### 5. ELECTRICAL WIRING

a. Concealed wiring in all flats (Copper electrical wire, Rajdhani or J.J.)

b. Each flat will be provided with the following electrical points:

(All switches Preetam Sleek & all board cover Bakelite)

i) Bed room (each)	2 Light points 1 Fan point 1 Plug point (5 Amp.)
ii) Dining/Drawing	3 Light points 1 Fan point 1 Plug point (15 Amp.)
iii) Kitchen	1 Light point 1 Exhaust Fan Point 1 Plug point (15 Amp.)
iv) Toilet	1 Light point 1 Exhaust Fan Point
v) Verandah	1 Light point
vi) W. C. (Toilet)	1 Light point
vii) Entrance	1 Door-bell point



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6. WATER

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

7. PAINTING : Plaster of Paris inside walls.

8. OUTSIDE PAINTING : Snowcem 2 coats painting.

9. RAILING OF STAIR CASE : Railing of iron.

10. STAIR CASE PAINTING : Plaster of Paris

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

THE FOURTH SCHEDULE REFERRED TO :

1. Staircase of all the floors of the said multi-storied building.
2. Common landings with lift, Common passage including main entrance leading to the ground floor.
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 Caretaker's room.
6. Meter space.
7. External electrical installations switch boards and all electrical wiring and other electrical fittings installed in the said building.



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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 land 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 nominees appertaining to proportionate cost in terms of sq.ft. It is expressly mentioned hereby that the Developer shall be exclusively entitle to provide the common passages at its sole choice and desecration 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 each 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 CC TV, EPABX, Intercom, Cable TV connection, Internet Connection, Telephone lines, Gas lines etc. and other common amenities and facilities for common uses.

**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.



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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 lose for providing electricity to each unit.
9. All litigations 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 District Sub-Registrar  
Rajahat, New Town, Nn Tr 24-Pgs

30 JAN 2018

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 Kumar Maurya  
Vill + Po = Khagra  
P.S = Ghatal  
Dist = P. Medinipur  
Pin = 721022  
S/O Led = Keshi Nath Maurya

Utpal Kumar Paul

LANDOWNER

SIGNED, SEALED AND DELIVERED

By the DEVELOPER at Kolkata

In the presence of:-

1. Arpan Chakraborty

2. Uttam Kumar Maurya

ASTDURGA CONSTRUCTION PVT. LTD.

Director

DEVELOPER

Drafted by:

Bhabendra Krishna Roy  
Advocate  
High Court, Calcutta  
F-563/547/89












Additional District Sub-Registrar  
Rajarhat, New Town, North 24-Pgs

30 JAN 2018



## SPECIMEN FORM FOR TEN FINGER PRINTS

Signature of the Executants/Presentants	LEFT HAND				
	Little	Ring	Middle	Fore	Thumb
 <i>Wipal Kumar Singh</i>					
	RIGHT HAND				
	Thumb	Fore	Middle	Ring	Little
					
 <i>[Signature]</i>	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



Additional District Sub-Registrar,  
Rajarhat, New Town, North 24-Pgs

30 JAN 2018

Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201718-016318713-1 Payment Mode: Online Payment  
GRN Date: 30/01/2018 10:10:52 Bank: HDFC Bank  
BRN: 448958206 BRN Date: 30/01/2018 10:11:31

DEPOSITOR'S DETAILS

Id No. : 15230000127989/4/2018

(Query No./Query Year)

Name : Sanjay Gupta  
Contact No. : Mobile No. : +91 9331018602  
E-mail : ad169jass@gmail.com  
Address : AD169 Salt Lake Sec1 Kol64  
Applicant Name : Mr Sanjay Gupta  
Office Name :  
Office Address :  
Status of Depositor : Others  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	15230000127989/4/2018	Property Registration- Stamp duty	0030-02-103-003-02	4920
2	15230000127989/4/2018	Property Registration- Registration Fees	0030-03-104-001-18	21

Total

4941

In Words : Rupees Four Thousand Nine Hundred Forty One only





### Major Information of the Deed



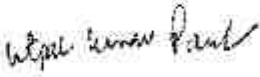
Deed No :	I-1523-00957/2018	Date of Registration	30/01/2018
Query No / Year	1523-0000127989/2018	Office where deed is registered	
Query Date	28/01/2018 11:16:23 AM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	Sanjay Gupta Dwarka Vedmani, AD-169, Sector - 1, Salt Lake City, Thana : North Bidhannagar, District : North 24-Parganas, WEST BENGAL, PIN - 700064, Mobile No. : 9331018602, Status : Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 16,24,219/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5.020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks			

#### Land Details :

District: North 24 Parganas, P.S.- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Sulanguri

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-556	LR-2420	Bastu	Shali	3 Katha 15 Chatak		16,24,219/-	Width of Approach Road: 6 Ft.
<b>Grand Total :</b>					6.4969Dec	0 /-	16,24,219 /-	

#### Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	<b>Mr Utpal Kumar Paul</b> Son of Late Sunil Ranjan Paul Executed by: Self, Date of Execution: 30/01/2018 , Admitted by: Self, Date of Admission: 30/01/2018 ,Place : Office			
		30/01/2018	30/01/2018	30/01/2018
Saradapath S Dohutia Road Borpather, P.O:- Tinsukia, P.S:- TINSUKIA, District:-Tinsukia, Assam, India, PIN - 786125 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADVPP9849G, Status :Individual, Executed by: Self, Date of Execution: 30/01/2018 , Admitted by: Self, Date of Admission: 30/01/2018 ,Place : Office				



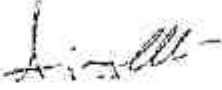
Major Information of the Deed :- I-1523-00957/2018-30/01/2018



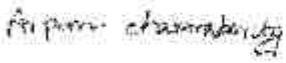
**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>ASTDURGA CONSTRUCTION PRIVATE LIMITED</b> Dwarka Vedmani, AD-189, Sector - 1, Salt Lake City, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 , PAN No.:: AALCA5948M, Status :Organization, Executed by Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr Sanjay Gupta (Presentant)</b> Son of Mr Gopal Prasad Gupta Date of Execution - 30/01/2018, , Admitted by: Self, Date of Admission: 30/01/2018, Place of Admission of Execution: Office			
		Jan 30 2018 1:50PM	LTI 30/01/2018	30/01/2018
Dwarka Vedmani, AD-169, Sector - 1, Salt Lake City, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADRPG6327Q Status : Representative, Representative of : ASTDURGA CONSTRUCTION PRIVATE LIMITED (as Director)				

**Identifier Details :**

Name & address	
Mr ARPAN CHAKRABORTY Son of Mr Tapan Chakraborty Laxmi Narayan Pally, P.O:- Nimta, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN - 700049, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Identifier Of Mr Utpal Kumar Paul, Mr Sanjay Gupta	30/01/2018
	

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Utpal Kumar Paul	ASTDURGA CONSTRUCTION PRIVATE LIMITED-6.49687 Dec

Major Information of the Deed :- I-1523-00957/2018-30/01/2018





## Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Sulanguri

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 556(Corresponding RS Plot No:- 556), LR Khatian No:- 2420	Owner: উত্পল কুমার পাল, Gurdian: সুনীল রজন পাল (মৃত), Address: নিজ, Classification: শালি, Area: 0.06000000 Acre,

Endorsement For Deed Number : I - 152300957 / 2018

On 29-01-2018

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 16,24,219/-

Debasish Dhar  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
North 24-Parganas, West Bengal

On 30-01-2018

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 11:46 hrs on 30-01-2018, at the Office of the A.D.S.R. RAJARHAT by Mr Sanjay Gupta .

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

Execution is admitted on 30/01/2018 by Mr Utpal Kumar Paul, Son of Late Sunil Ranjan Paul, Saradapath S Dohutia Road Borpather, P.O: Tinsukia, Thana: TINSUKIA, , Tinsukia, ASSAM, India, PIN - 786125, by caste Hindu, by Profession Business

Identified by Mr ARPAN CHAKRABORTY, , Son of Mr Tapan Chakraborty, Laxmi Narayan Pally, P.O: Nimta, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN -700049, by caste Hindu, by profession Service

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 30-01-2018 by Mr Sanjay Gupta, Director, ASTDURGA CONSTRUCTION PRIVATE LIMITED (Private Limited Company), Dwarka Vedmani, AD-169, Sector - 1, Salt Lake City, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064

Identified by Mr ARPAN CHAKRABORTY, , Son of Mr Tapan Chakraborty, Laxmi Narayan Pally, P.O: Nimta, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 21/- ( E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/01/2018 10:11AM with Govt. Ref. No: 192017180163187131 on 30-01-2018, Amount Rs: 21/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 448958206 on 30-01-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1523-00957/2018-30/01/2018



**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 4,920/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 32765, Amount: Rs. 100/-, Date of Purchase: 27/12/2017, Vendor name: MOUSUMI GHOSH

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/01/2018 10:11AM with Govt. Ref. No: 192017180163187131 on 30-01-2018, Amount Rs: 4,920/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 448958206 on 30-01-2018, Head of Account 0030-02-103-003-02



**Debasish Dhar**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. RAJARHAT**  
**North 24-Parganas, West Bengal**

Major Information of the Deed :- I-1523-00957/2018-30/01/2018



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

UTPAI KUMAR PAUL  
SUNIL RANJAN PAUL  
01/03/1967

Permanent Account Number  
ADVPP9849G

*Signature*

Signature



*Paul*

*Paul*



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

ASTOURGA CONSTRUCTION PRIVATE  
LIMITED



02/05/2013

Permitted Account Number

AALCA5946M

31052013







**आयकर विभाग**  
**INCOME TAX DEPARTMENT**

**भारत सरकार**  
**GOVT OF INDIA**

**स्थायी लेखा संख्या कार्ड**  
**Permanent Account Number Card**

**ADPGB327Q**

**नाम/Name**  
**SARJAY GUPTA**

**पिता का नाम/ Father's Name**  
**GOPAL PRASAD GUPTA**

**व्यक्ति का पता/ Date of Birth**  
**12/01/1973**

**हस्ताक्षर/Signature**



**आयकर विभाग**  
**INCOME TAX DEPARTMENT**

**भारत सरकार**  
**GOVT OF INDIA**

**स्थायी लेखा संख्या कार्ड**  
**Permanent Account Number Card**

**नाम/Name**  
**SARJAY GUPTA**

**पिता का नाम/ Father's Name**  
**GOPAL PRASAD GUPTA**

**व्यक्ति का पता/ Date of Birth**  
**12/01/1973**

**हस्ताक्षर/Signature**





ভাৰতের নির্বাচন কমিশন  
পত্রিকায় পত্র  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD

BWC3290061



নির্বাচকের নাম : অর্পন চক্রবর্তী  
Elector's Name : Arpan Chakraborty  
পিতার নাম : তপন চক্রবর্তী  
Father's Name : Tapan Chakraborty  
লিঙ্গ/Sex : পু/ M  
জন্ম তারিখ  
Date of Birth : 29/08/1984

*Arpan Chakraborty*

BWC3290061

ঠিকানা:  
এম এ রোড, লাক্ষ্মী নারায়ণ পল্লী, নর্থ ডুম ডুম, পিনাক, পূর্ব  
24 পর্গানা- 700049

Address:  
M E ROAD, LAKSHMI NARAYAN PALLY,  
NORTH DUM DUM, PINAKA, NORTH 24  
PARAGANA- 700049

*Arpan Chakraborty*

Date: 02/03/2015

110-নামের উত্তর লিখিত পত্রের নির্বাচন নিয়ম  
অনুসরণ করে যোগ্যতা প্রমাণিত  
Facsimile Signature of the Electoral  
Registration Officer for  
110-Dum Dum Uttar Constituency

১১০-নামের উত্তর লিখিত পত্রের নির্বাচন নিয়ম  
অনুসরণ করে যোগ্যতা প্রমাণিত করে ১১০-নামের  
উত্তর লিখিত পত্রের উপস্থাপন করা হবে।  
In case of change in address mention this Card No  
in the relevant Form for including your name in the  
roll at the changed address and to return the card  
with same number

2005134





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2018, Page from 48134 to 48178

being No 152300957 for the year 2018.



*Dhar*

Digitally signed by DEBASISH DHAR  
Date: 2018.02.08 12:36:56 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 02/08/2018 12:36:48 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR,  
OFFICE OF THE A.D.S.R. RAJARHAT  
West Bengal.

(This document is digitally signed.)