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without that the documents admitted for registration. The signature sheet and endorsement sheets attached with the document are the part of this document

03.3.21
 Add. District Sub Registrar
 Barrackpore. 24 Pgs (A)
 03 MAR 2021

02/469024/21

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the 03 day of MARCH, TWO THOUSAND AND TWENTY ONE [2021]



নাম: 446
 দিন ও তারিখ: 03/3/21
 হস্তাক্ষর: M. Babu
 মকিন: Parbat, Babat
 দাম্পন্য বলা: 500
 ভেদার:
 বাবাসাত সাবরেজিস্ট্রী অফিস
 উত্তর ২৪ পরগনা
 প. ডি. নং:
 তারিখ: 11 FEB 2021
 দাম্পন্য বলা:
 জেলায় অফিস বাবাসাত
 ভেদার শ্রী জয়ন্ত কুমার বোস



9

Additional District Sub Registrar
Barrackpore, North 24 Parganas

03 MAR 2021

BETWEEN

EASTERN INFRASTRUCTURE, a partnership Firm

PAN No. AAEFE0765A

Office Address:- 548, S.N. Banerjee Road, Manirampur, Mistrighat, P.O. & P.S. Barrackpore, District North 24 Parganas, Kolkata 700120.

Represented by :-

Partner:- ARUP SINGHA ROY son of late Shakti Prasad Singha Roy

PAN : ALOPS2386L

Address : 548, S.N Banerjee Road, Mistri Ghat, Monirampur, P.O & P.S-Barrackpore, Dist-North 24 Parganas, Kolkata-700 120 hereinafter referred to as the "**FIRST PARTY/OWNER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its respective successors-in-office, partners, executors, legal representatives, administrators and/or assigns) **of the ONE PART.**

AND

EASTERN DEVCON LIMITED, a limited company incorporated under the Companies Act, 1956

PAN : AADCS5138F

Office Address : 548, S.N Banerjee Road, Mistri Ghat, Monirampur, P.O & P.S-Barrackpore, Dist-North 24 Parganas, Kolkata-700 120.

Represented by :

Director : Arpan Singha Roy son of Arun Singha Roy

PAN : BKQPR5005R

Address : 548, S.N Banerjee Road, Mistri Ghat, Monirampur, P.O & P.S-Barrackpore, Dist-North 24 Parganas, Kolkata-700 120 hereinafter referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its respective successors-in-office, executors, legal representatives, administrators and/or assigns) **of the OTHER PART.**

WHEREAS:-

(1). The **First Party/ Owner** presently is the absolute owner, possessor and occupier of **ALL THAT a plot of Homestead Land** measuring about 27 Decimals out of which 04 Decimals of Bastu Land comprised in the L.R Dag No-565, 06 Decimals of Bastu Land comprised in the L.R Dag No-565/868, 07 Decimals of Bastu land comprised in the L.R Dag No-569 and 10 Decimals of Bastu Land comprised in the L.R Dag No-573, in the L.R Khatian No-5062 corresponding to the L.R

Khatian No-1765, 3615, 4889, 718, 1702 & 1080 at Mouza-Manirampur, J.L. No-02, P.S-Barrackpore, Holding No-148, S.N Banerjee Road, Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas is appearing herein and more fully described in the FRIST SHCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the said ENTIRE PREMISES or SAID PREMISES. The First Party/Owner has acquired the absolute ownership of the Entire Premises or Said Premises in the following manner -

(2). Devolution of Title of the First Party/Owner:-

[a]. That the First Party/Owner herein by a registered deed of sale dated 21.06.2019 registered at the office of the A.D.S.R Barrackpore, copied therein in the Book No-1, Volume No-1505-2019, pages from 84322 to 84345, being the Deed No-150503002 for the year 2019 has purchased from Sri Ashok Kumar Das son of late Panchanan Das of S.N Banerjee Road, Mistri Ghat, Kolkata-700120 ALL THAT a plot of Bastu land measuring about 01 Cotta- 03 Chittaks- 05 Sq.ft along with 1427 Sq.ft pucca structure comprised in the R.S/L.R Dag No-565/868 in the R.S Khatian No-115 & 116 at Mouza-Manirampur, J.L. No-02, P.S-Barrackpore, within the Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas absolutely and forever free from all encumbrances, charges, liens, lispandecnes, claims and/or demands whatsoever.

[b]. Subsequently the First Party/Owner herein by a registered deed of sale dated 21.06.2019 registered at the office of the A.D.S.R Barrackpore, copied therein in the Book No-1, Volume No-1505-2019, pages from 84346 to 84369, being the Deed No-150503006 for the year 2019 has purchased from Sri Kaushik Neogi son of late Khatish Chandra Neogi of S.N Banerjee Road, Mistri Ghat, Kolkata-700120 ALL THAT a plot of Bastu land measuring about 04 Cotta- 00 Chittaks- 00 Sq.ft along with 1298 Sq.ft pucca structure comprised in the R.S/L.R Dag No-569 in the R.S Khatian No-176 at Mouza-Manirampur, J.L. No-02, P.S-Barrackpore, within the Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas absolutely and forever free from all encumbrances, charges, liens, lispandecnes, claims and/or demands whatsoever.

[c]. Subsequently the First Party/Owner herein by a registered deed of sale dated 15.07.2019 registered at the office of the A.D.S.R Barrackpore, copied therein in the Book No-1, Volume No-1505-2019, pages from 100773 to 100806, being the Deed No-150503614 for the year 2019 has purchased from Smt. Hasi Dutta and Three others ALL THAT a plot of Bastu land measuring about 10 Decimals along with 2596 Sq.ft pucca structure comprised in the R.S/L.R Dag No-573 in the R.S Khatian No-120 at Mouza-Manirampur, J.L. No-02, P.S-Barrackpore, within the Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas absolutely and forever free from all encumbrances, charges, liens, lispandecnes, claims and/or demands whatsoever.

[d]. Subsequently the First Party/Owner herein by a registered deed of sale dated 25.09.2019 registered at the office of the A.D.S.R Barrackpore, copied therein in the Book No-1, Volume No-1505-2019, pages from 142910 to 142936, being the Deed No-150504966 for the year 2019 has purchased from Smt. Sarada Chakraborty wife of Sri Snehasish Chakraborty of S.N Banerjee Road, Mistri Ghat, Kolkata-700120 ALL THAT a plot of Bastu land measuring about 01 Cotta- 02 Chittaks- 00 Sq.ft along with 806 Sq.ft pucca structure comprised in the R.S/L.R Dag No-565/868 & 565 in the R.S Khatian No-115 & 116 at Mouza-Manirampur, J.L. No-02, P.S-Barrackpore, within the Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas absolutely and forever free from all encumbrances, charges, liens, lispandecnes, claims and/or demands whatsoever.

[e]. Subsequently the First Party/Owner herein by a registered deed of sale dated 10.02.2020 registered at the office of the A.D.S.R Barrackpore, copied therein in the Book No-1, Volume No-1505-2019, pages from 18042 to 18076, being the Deed No-150500616 for the year 2020 has purchased from Smt. Sibani Das and another of S.N Banerjee Road, Mistri Ghat, Kolkata-700120 ALL THAT a plot of Bastu land measuring about 01 Cotta- 09 Chittaks- 41 Sq.ft along with 1012 Sq.ft pucca structure comprised in the R.S/L.R Dag No-565/868 & 565 in the L.R Khatian No-718 & 1765 at Mouza-Manirampur, J.L No-02, P.S-Barrackpore, within the Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever.

[f]. Subsequently the First Party/Owner herein by a registered deed of sale dated 10.02.2020 registered at the office of the A.D.S.R Barrackpore, copied therein in the Book No-1, Volume No-1505-2019, pages from 18077 to 180110, being the Deed No-150500615 for the year 2020 has purchased from Smt. Rani Das and another of S.N Banerjee Road, Mistri Ghat, Kolkata-700120 ALL THAT a plot of Bastu land measuring about 01 Cotta- 04 Chittaks- 44 Sq.ft along with 1012 Sq.ft pucca structure comprised in the R.S/L.R Dag No-565/868 & 565 in the L.R Khatian No-718 & 1765 at Mouza-Manirampur, J.L No-02, P.S-Barrackpore, within the Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever.

[g]. Declaration: That there are five deed of declaration are respectively made by Sri Ashok Kumar Das one of the aforesaid transferee, and Sri Kaushik Neogi one of the aforesaid transferee, and Smt. Sarada Chakraborty one of the transferee, and Smt Sibani Das and another two said transferee, and Smt Rani Das and another the two aforesaid transferee to clarify and declare that actual R.S Dag No is 656 not 556 as mistakenly written in the chain deeds and also in the said title deeds. That said five deed of declaration is duly registered at the office of the A.D.S.R Barrackpore, North 24 Parganas and respectively being Number 150500008 for the year 2020, and 150500055 for the year 2020, and 150500009 for the year 2020, and 150500101 for the year 2020 and 150500102 for the year 2020.

[h]. Mutation :- That subsequently the First Party/Owner herein has mutated its name in the L.R Khatian No-5062 in respect of the aforesaid landed property in the aforesaid dags at the office of the B.L & L.R.O., Barrackpore-I, North 24 Parganas and also mutated its name in the Municipal Holding No-148, S.N Banerjee Road at the Office of the North Barrackpore Municipality in respect of its aforesaid land.

[j]. That in the aforesaid manner and procedure said Eastern Infrastructure herein the First Party/Owner has owned, seized and possessed of ALL THAT a plot of Homestead Land measuring about 27 Decimals out of which 04 Decimals of Bastu Land comprised in the L.R Dag No-565, 06 Decimals of Bastu Land comprised in the L.R Dag No-565/868, 07 Decimals of Bastu land comprised in the L.R Dag No-569 and 10 Decimals of Bastu Land comprised in the L.R Dag No-573, in the L.R Khatian No-5062 corresponding to the L.R Khatian No-1765, 3815, 4889, 718, 1702 & 1080 at Mouza-Manirampur, J.L No-02, P.S-Barrackpore, Holding No-148, S.N Banerjee Road, Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas which is more fully written and described in the First Schedule and delineated in the attached Map in Red boarder and hereinafter referred to as the "Entire Premises or Said Premises" absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever.

3). That the Owner has agreed to cause construct and erect housing project on land measuring 27 Decimals more or less equivalent to 11781 sq. ft for which is absolute contiguity with the said Entire Premises has approached the Developer for constructing the desired housing project on the Said Premises

4). That the parties had thereafter negotiated and agreed to the terms and conditions of the said development.

5). That the parties have agreed to record the terms and conditions agreed to by and between themselves as stated hereunder.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

ARTICLE I-DEFINITIONS

In this Agreement unless the context otherwise permits the following expressions shall have the meaning assigned to them as under:

- i) **ARCHITECT** shall mean any person who may be appointed by the Developer for designing and planning of the said Housing project.
- ii) **ADVOCATE** shall mean a proficient Solicitor and Advocate of the Developer.
- iii) **ASSOCIATION** shall mean any Association or Ad Hoc Committee or Holding Organization or Registered Society that may be formed by the Seller for the common purpose having such rules or regulations and restriction as maybe deemed proper and necessary by the Seller in its sole discretion.
- iv) **AUTHORITY OR AUTHORITIES** shall mean any government authority , statutory authority, government department, agency ,commission, board, tribunal or court or other law, rules or regulation making entity having or purporting to have jurisdiction on the behalf of the Government of India or any State or other Subdivision thereof or any municipality , district or other subdivision thereof and any other municipal/local authority having jurisdiction over the Premises.
- v) **BUILDING/BUILDINGS** shall mean the various multi-stoned and/or building to be constructed erected and completed at the said Premises in accordance with the Plan to be sanctioned by the authorities concerned and to comprise in the said Housing project with such modification and/or alternations as may be deemed necessary by the Architect of the said project Building comprising of various flat/unit/apartment , constructed spaces and car parking spaces capable of being held and/or enjoyed independent of each other , each building compromising of various self contained flats units apartment constructed spaces and car parking spaces to be ultimately held and/or enjoyed by various persons on ownership basis.

- vi) **COMMON PARTS AND PORTION** shall be such as shall be determined by the Developer upon completion of the New Building and/or building and/or Housing project.
- vii) **COMMON FACILITIES AND AMENITIES** shall mean and include corridors, hallways, stairways, passageways, lift shafts, drive ways, driveways, common lavatories, generator, generator room and lighting for common spaces, Pump Room, Tube well, overhead water tank, pump and motor room and other facilities as shall be provided for common use.
- viii) **CONSENTS** shall mean the planning permission and all other consents, licenses, permission and approvals (whether statutory or otherwise) necessary or desirable for carrying out, completion use and occupation of the Development and the New Building and/or Building.
- ix) **DEVELOPMENT AGREEMENT** shall mean this Agreement executed on the abovementioned date.
- x) **DEVELOPER** shall mean the said **EASTERN DEVECON LIMITED** and shall mean and include the present director or directors and/or those who may be taken in and admitted as director or directors and/or those who may carry on the business of **EASTERN DEVECON LIMITED** and its legal representatives, executors, administrators and assigns.
- xi) **DEVELOPMENT COSTS** shall mean the entire gamut of expenditure which shall be include all expenditure incurred on Land Development Costs, Land Leveling Costs by demolishing the two storied dwelling house on the Land, Site expenses, Out of pocket expenses, Other incidental expenses, Development of Infrastructure, Development of internal passages, Costs of drainage and sewerage, Expenses relating to transformer and cable, Cost on Construction of buildings, any amenities and/or facilities for benefit of the project, site overhead expenses including salary PF, ESI etc including site staff, the fees and expenses of any agents, surveyors, architects, design consultants, lawyers, engineers, supervisors, accountant, excess fees and other professional employed in connection with the carry out of the development and consultant fees, permission and license fees, sanctions fees, letting and disposal including agents fees and commission both present or prospective, insurance premium, taxes payable, and promotional and including cost incurred or to be incurred for Mutation and conversion of the land in the office of BL & LRO and Municipality, construction of Boundary wall etc.
- xii) **ENTIRE PREMISES** shall mean a plot of Homestead Land measuring about 27 Decimals out of which 04 Decimals of Bastu Land comprised in the L.R Dag No-565, 06 Decimals of Bastu Land comprised in the L.R Dag No-565/868, 07 Decimals of Bastu land comprised in the L.R Dag No-569 and 10 Decimals of Bastu Land comprised in the L.R Dag No-573, in the L.R Khatian No-5062 corresponding to the L.R Khatian No-1765, 3815, 4889, 718, 1702 & 1080 at Mouza-Manirampur, J.L No-

02, P.S-Barrackpore, Holding No-148, S.N Banerjee Road, Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the said entire premises .

- xiii) **FLATS/UNITS/APARTMENTS** shall mean the various flats unit apartment constructed spaces and car parking spaces to be comprised in the various blocks and/or building of the Housing project and to be substantially for resident and/or commercial purposes to be ultimately held and/or owned by various person on ownership basis.
- xiv) **HOUSING PROJECT** shall mean the Housing project to be undertaken by construction erection and completion of new building and/or building at the said Premises as defined hereinafter and to be ultimately transferred to various intending purchasers on ownership basis.
- xv) **INTENDING PURCHASERS** shall meant the persons intending to acquire the various flats, units, apartments, constructed completion of new building and/or building at the said Property as defined hereinafter and to be ultimately transferred to various intending purchasers on ownership spaces and car parking spaces on ownership basis.
- xvi) **FIRST PARTY/OWNER** shall mean the parties hereto of the One Part and shall include any modifications and/or successors and the legal representative, Attorney assigns and/or nominees.
- xvii) **PLAN** shall mean the Plan to be sanctioned by the authorities concerned and include any modifications and/or alteration made thereto from time to time and the C.C Plan on completion of the construction of the Building project together with the completion certificate issued form the competent authority.
- xviii) **PROFESSIONAL TEAM** shall mean the Architect , Structural Engineers , Mechanical and/or Electric Engineers, Surveyors and/or such other professional engaged and/or contacted by Developer from time to time.
- xix) **SAID PREMISES** shall at present mean then entirety of the constructed area forming part of the said Housing Project and owned by the First Party/ owner containing by estimation an area of 27 Decimals equivalent to 11781 sq. ft. (more or less) being within the local limits of North Barrackpore Municipality , In the District – North 24 Parganas more fully described in the **FIRST SCHEDULE** hereunder written.
- xx) **REVENUE SHARING** shall mean the sharing of the revenues accruing and arising from the sale of flats/apartments/units and parking areas in the project between the First Party/Owner and the Second Party/Developer in the ratio as agreed and recorded below in this Agreement.

- xxi) **SERVICES** shall mean the supply to and installation on the property of electricity , water , telecommunications, drainage and other services.
- xxii) **SINKING FUND** shall mean the fund to be paid and/or contributed by each of the flat Owner including the Purchasers herein towards maintenance fund which shall be held by the Developer/Seller and after the said new building is completed and possession is made over and upon formation of Association the said amount shall be transferred by the Developer/Seller to such Association.
- xxiii) **TRANSFER** with its grammatical variation shall include transfer by possession and by any other means lawfully adopted for effecting what is understood as a transfer of space in a multi-storied building to the purchasers thereof.
- xxiv) **REVENUE** shall mean the amount received from the Intending purchaser(s) by the Second Party/Developer but will not include any amount received by the Developer towards:
- a. Any service tax, VAT, GST or any other present or future taxes/cess or any other statutory or government levies or fees/ charge on development, construction or sale/transfer of any Units or otherwise on the Housing Project;
 - b. Any electric/water or any other utility deposits;
 - c. Any moneys collected/received from the Intending Purchaser(s) for providing facilities / utilities including electricity, water, club amenities/ equipments etc;
 - d. Any monies collected towards maintenance and/or contribution toward corpus fund, any amount received from the prospective Purchaser towards legal charges , share money, society membership fees, stamp duty, registration fee, documentation charges for transfers of Unit(s) and other incidental and allied costs , expenses , of all deeds, documents, agreement, collected from Intending Purchasers;
 - e. All fitment charges, furniture, machineries, equipment, furnishing , tools, etc. to be provided to Institutional Unit;
 - f. Any grants and/or subsidies to be received for on in connection or in relation with the Development Work of the Project from the Authorities concerned under any Government or Statutory Scheme ; and
 - g. Any payment which may be specifically stated elsewhere in the Agreement to be solely realized and appropriated by the Developer;

And accordingly any such amounts received and collected by Developer at (a) to (g) shall not be shared with the Owner.

ARTICLE II- INTERPRETATIONS

2.1 In this Agreement save to the extent that the context otherwise so requires:

- a. Any reference to any act of Parliament whether general or specific shall include any modification, extension or re-enactment of it for the first time being in force and all instruments, orders, plans, regulations, bye laws, permissions or directions any time issued under it.
- b. Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or notated.
- c. An obligation of the Developer in this Agreement to do something shall include an obligation to procure that same shall be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done.
- d. Words denoting one gender shall include other gender as well.
- e. Words denoting singular number shall include the plural and vice versa.
- f. A reference to a statutory provision includes reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instrument or orders made pursuant thereto.
- g. Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement from time to time in force.
- h. The heading in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- i. The Schedule shall have effect and to be construed as an integral part of this Agreement.

ARTICLE III-PRELIMINARY EXPENSES/PRE DEVELOPMENT COSTS

3.1 At or before execution of this Agreement and in contemplation of the execution of the Development Agreement.

- i) Appointment of the Architect
- ii) Architect's fees
- iii) Soil Testing
- iv) Preparation of the Plan
- v) Various other preliminary expenses in connection with undertaking the said Housing project.

The amount so incurred by the Developer shall form part of the Development Costs and the Developer will not be entitled to claim reimbursement of such expenses.

ARTICLE IV - REPRESENTATIONS AND WARRANTIES BY THE FIRST PARTY/OWNER

4.1 At or before execution of this Agreement the First Party/Owner represented and assured the Developer as follows:

- i) That the said entire premises belongs to the First Party/Owner alone and expecting First Party/Owner herein nobody else has right, title, interest, claim or demand into or upon the said Premises or any part or portion thereof
- ii) That the said entire premises of land is free from all encumbrances charges liens dependencies attachments trusts whatsoever or howsoever.
- iii) That the First Party Owner has a marketable title in respect of the said Premises.
- iv) That the First Party/Owner is legally competent to enter into the Agreement.
- v) That all municipal rates taxes and other outgoing payable in respect of the said entire premises upto the date of execution of this Agreement shall be paid borne and discharged by the First Party/Owner.
- vi) The First Party/Owner is in the peaceful and absolute possession of then said entire premises.
- vii) That after completion of the construction and/or or during the course of construction work if any unit, apartment, flat and car parking spaces (part of the Building(s)) is sold to the purchaser(s) and then at the request of the Second Party/Developer, the First Party/Owner shall singed and execute respective deed of conveyance(s) along with the Developer being the Sellers un to and in favour of the said intended purchaser(s).
- viii) That the First Party/Owner shall execute one registered Development Power of attorney vesting several kind of powers including the power to cause transfer the unit, flats, apartments, car parking (part of the Building) together with undivided and proportionate share over the all common space and amenities of the building and over the land un to and in favour of the Second Party/Developer who shall then be solely and on behalf of the First Party Land owner being his attorney entitled to cause transfer of the absolute right, title and interest of the said unit, flats, apartments, car parking spaces together with undivided and proportionate share over the all common space and amenities of the building and over the land unto and infavour of the intending purchaser(s) against its desired and determined consideration.

ARTICLE V- PRESENTATIONS AND WARRANTIES BY THE DEVELOPER

The Second Party/Developer has represented and warranted to First Party/Owner that the Developer is established in the business of construction and development of real estate and has sufficient infrastructure and expertise in this field.

ARTICLE VI - COMMENCEMENT AND DURATION

- 6.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effects from 3rd day of March, 2021 (hereinafter referred to as the **COMMENCEMENT DATE**).
- 6.2 Unless terminated and/or determined by the parties hereto by mutual consent, in writing, this agreement shall remain in full force and effect until such time the said housing project is completed.

ARTICLE VII- PLAN

- 7.1 The Developer shall cause a map or plan to be prepared by the Architect which shall be submitted for sanction in the name of the Owner to the authorities concerned.
- 7.2 The Developer shall be responsible to make payment of the fees of the architect and other agents for preparation of the plan and also make payment of the amount due and payable on account of the sanction fee and other expenses and the said Plan shall be sanctioned by the authorities concerned.
- 7.3 The expression "Plan" shall mean and include all modification and/or alterations made thereto from time to time and also include the CC Plan along with Completion certificate.
- 7.4 The Developer shall be entitled to and is hereby authorized to amend and/or alter and/or modify the said Plan and the Owner hereby consent to the same.

ARTICLE VIII- DEVELOPMENT RIGHT AND LIABILITIES

8.1 Subject to the terms and conditions herein contained and subject to the developer agreeing to undertake construction of a new project comprising of a new building and/or building at the said premises and to incur all costs charges and expenses in connection therewith, the Owner has agreed to grant the exclusive right of development in respect of the said Housing Project unto and in favor of the Developer herein and in connection therewith the Developer shall be entitled to and is hereby authorized:

- i) Apply for and obtain all consents approvals and/or permission as maybe necessary and/or required for undertaking development of the said Premises.
- ii) Take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the Premises or any adjoining or neighboring premises and which need to be diverted as a result of the Development.
- iii) Install all electricity and other connections.
- iv) Serve such notices and enter into such agreement with statutory or other companies as may be necessary to install services
- v) Give all necessary or usual notices under any statute affecting the demolition and clearance of the premises and the development, give notices to all water, electricity and other statutory authorities as may be necessary in respect of development of the said Premises and pay all costs, fees and outgoing incident to or consequential on, any such notice and indemnify and keep indemnified the Owner from and against all costs charges claims actions suits and proceedings
- vi) Remain responsible for due compliance with all statutory requirement whether local, state or central and shall also remain responsible for any deviation in construction which may be not be in accordance with the Plan and has agreed to keep the Owner saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.
- vii) Remain responsible for any accident taking place while undertaking construction and completion of the said new building and/or building and/or Housing project in accordance with the Plan and has agreed to

- keep the Owner saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings
- viii) Comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of the development.
 - ix) Comply and/or procure compliance with, all statutes and any enforceable codes of practice of the Municipal or other authorities affecting the Premises or the development.
 - x) Take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts deeds and things required by any statute and comply with the lawful requirement of all the authorities for the development of the said Premises.
 - xi) Incur all costs charges and expenses for the purpose of constructing erecting and completing the said Housing Project in accordance with the Plan with any and all modifications and/or alternations to be made thereto from time to time and sanctioned by the authorities concerned.
 - xii) Make proper provision for security of the premises during the course of development
 - xiii) Not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Premises or any part or portion thereof.
 - xiv) Not to expose the owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as maybe necessary and/or required for the purpose of the construction erection and completion of the said project.
 - xv) To remain solely liable and/or responsible for all acts deeds matters and things for undertaking the said housing project in accordance with the Plan and to pay perform and observe all the terms conditions covenants and obligations on the part of the Developer to be said performed and observe.

- 7.1.1 For the purpose of the development of the said project the Developer has agreed:
- i) To appoint its own professional team for undertaking development of the said properties
 - a) To take all necessary action to enforce the due, proper and prompt perform and discharge by the other parties of its respective obligations under the building contract, any sub contracts or agreements with the Development and the appointments of the member of its Professional Team and the Developer shall itself diligently observe and perform its obligation under the same.
 - ii) Has used and/or shall continue to use all responsible skill and care in relation to the development, to the co-ordination management and supervision of the Building Contractor and the Professional Team, to selection and preparation of all

necessary performance specifications and requirements and to design of the Development for the purpose for which it is to be used

- ii) The approved plans have been and will be prepared competently and professionally so as to provide for a building a free from any design defects and fit for the purpose for which it is to be used and the Premises is fit for the carrying out of the development
- vi) To commence and proceed diligently to execute and complete the development:
 - A. In a good and workman like manner with good quality of materials of their several kinds free from any latent or inherent defect (whether of design, workmanship or material) to the reasonable satisfaction of the Owner
 - B. In accordance with the Plan, Planning Permissions and all planning permissions which may be granted for then development, the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provision of this agreement.
 - C. The Developer shall use its best endeavors to cause the Development to be practically completed in accordance with the provisions of this Agreement.

ARTICLE XI- OWNER'S OBLIGATIONS

8.1 The First Party/Owner has agreed:

- i) To co-operate with the Developer in all respect for development of the said Housing Project in terms of this agreement.
- ii) To execute all deeds, documents and instruments as may be necessary and/or required from time to time
- iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the New Building and/or Building in accordance with the said Plan.
- iv) The Owner will grant one registered Development Power of Attorney in favor of the Developer or its nominee and/or nominees to enable the Developer to:
 - A. Obtain all permissions approvals sanctions and/or consents as may be necessary and/or required including permission from the Fire Department, Police and other authorities.
 - B. Appoint Architect, Engineers, Contractors, Professional Team and other agents
 - C. Do all acts deeds and things for the purpose of giving effects to this agreement.
 - D. Execute the Deed of conveyance in respect of all units, flats, apartments, car parking spaces together with the undivided proportionate share in the land attributable to the saleable flats, units in favour of the Intending Purchases acquiring

flats, units, apartments, constructed spaces and car parking spaces in the said Premises.

- 9.2 The Owner has agreed and has covenanted with the Developer that during the continuance of this Agreement he will not create any interest to any third party therein and in the event of there being any defect in title it shall be the obligation and responsibility of the Owner to remedy and/or cure such defects at his own cost and shall keep the Developer and/or its partners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.
- 9.3 The Owner agrees that he will not transfer or assign the benefits of this Agreement to any other person and/or persons without the consent of the Developer in writing.

ARTICLE X- DEVELOPMENT COSTS

11.1 The Developer shall incur all development costs including all costs, fees and expenses wholly and exclusively expended or incurred including, without limitation, the item listed below:

- i) The proper costs of obtaining planning permissions in respect of the development (including fees of the architects surveyors or consultants relating thereto) together with planning and building regulation fees, fees payment to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature
- ii) The proper costs of investigations, surveys, and tests in respect of soil, drains, structures and rights of light.
- iii) The proper costs to be incurred and/or payable to architect, surveyors, engineers, quantity surveyors or other engaged in respect of the development.
- iv) The proper costs and expenses payable to for marketing editor and/or selling the Development including any advertising, research and other marketing costs.
- v) All rates, water rates, or any other outgoing or impositions lawfully assessed in respect of the Premises or on the Owner or occupiers of it in respect of the Development and all costs of maintain and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from third party.
- vi) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development.
- vii) All proper costs and interests and other costs payable by the Developer for undertaking development of the said project.

ARTICLE XI- CONSTRUCTION, ERECTION AND COMPLETION

11.1 The Owner hereby covenants with the Developer that the owner is presently in complete vacant possession of the entirety of the said Property.

11.2 The Owner has agreed to grant power to the developer to enter upon the said Property. The Developer shall undertake development of the said Housing Project in accordance with the said plan as sanctioned by the authorities concerned with any modifications and/or alteration made thereto from time to time and unless prevented by circumstances beyond its control the Developer shall cause the said Housing project i.e. the new building and/or building to be constructed on the said Premises with such specifications within a period of 30(Thirty) months

from the date of sanction of Building Plan and other necessary permission to start construction with a grace period of 180 days (hereinafter referred to as the COMPLETION DATE) and/or mutually agreed in between the parties to this development agreement

11.3 Immediately after sanction of the said Plan and other permission for undertaking construction is obtained the Developer shall

- i) Immediately commence and/or proceed diligently to execute and complete the development.
- ii) Proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials and/or as maybe recommended by the Architect free from any latent or inherent defect
- iii) Execute and complete the development in accordance with the approved plan and shall comply with the requirement of any statutory or other competent authority and the provision of this agreement.

11.4 The said specification may be altered as may be recommended by the Architect and shall be substituted with specifications of comparable quality.

ARTICLE XII- REFUNDABLE SECURITY DEPOSIT

12.1 For due performance and observance of its obligations under this Agreement, the Developer has presently agreed to keep in refundable security deposit with the Owner a sum of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand) and which shall be paid by three installments. First installment will comprise a sum of Rs.1,50,000/- [Rupees One Lakh Fifty Thousand] only payable at the time of execution and registration of this agreement and Second Installment will comprise a sum of Rs.50,000/- [Rupees Fifty Thousand] only payable within May, 2021 and Third Installment will comprise a sum of Rs.50,000/- [Rupees Fifty Thousand] only payable after completion of the Third Floor Roof Casting. The interest free security deposit shall be adjusted against the consideration receivable proportionately by the Owner under this agreement in manner as mutually agreed.

ARTICLE XIII- SHARE BAND DISTRIBUTION

13.1 Taking into account the marketing expertise which the Developer possesses, it has been agreed by and between the parties hereto that the total saleable super built up area in the project shall be sold and marketed by the Developer and in this regard, the Developer shall be entitled to and is hereby authorized to enter into the agreement for sale and transfer in respect of the various flats/units/apartments constructed spaces and car parking spaces and the Owner agrees to be parties to such agreement.

13.2 In consideration of the mutual covenants herein contained and in further consideration of the Owner has agreed to provide the said Property for the purpose of undertaking development of the said Property it has been agreed by and between the parties hereto that the net proceeds as generated consequent to the sale and transfer of the various flats/Units/Apartments other constructed spaces and car parking spaces forming a part of the project will be shared in between the parties hereto in the proportion as hereinafter appearing and the amount which may become payable and/or receivable by the Owner is hereinafter referred to as the Owner's Share and the amount which is to be retained by the Developer in terms of this Agreement is hereinafter referred to as the Developer's Share.

- 13.3 It is further agreed between the Owner and the Developer that the defined revenue arising out of such sale shall be shared between the Owner and the Developer in the ratio of 45% to the Owner and 55% to the Developer. It is agreed and understood and clarified between the parties that the revenue share accruing the Owner is in essence, the consideration for transfer of right, title and interest in the land in favour of the prospective purchaser of the apartment identified by the Developer and that revenue share accruing to the Developer is in essence the consideration for transfer of the super built area being developed by them in favour of the prospective purchasers of the apartments/units/flats in the Project.
- 13.4 After the completion of the project, the owner in respect of the share of land and the Developer in respect of the transferrable area in the form of apartments/flats/units and other constructed areas of the Project shall jointly execute a Deed or Deeds of Conveyance in favour of Intending Purchaser(s) or its nominee(s) in such part or parts as may be requested by the Developer. All other costs like stamp fees, registration charges, etc. would be borne by the Transferees.
- 13.5 In case of any unsold/non allotted/not disposed of unit (s) at the end of the project, the consideration will be on the unsold area at the average price at which properties in the project transfer within immediately preceding 06 (six) months. The amount payable under the clause by the Developer to the Owner shall be paid by the Developer proportionately to the Owner within 60(Sixty) days of completion of the project or within 30 (Thirty) days of the Developer obtaining the final completion certificate of the Project whichever is earlier or on mutually agreed between the Owner and the Developer.
- 13.6 The share of revenue shall be payable by the Developer to the Owner after adjustment of the entire security deposit, the remaining amount of share of revenue payable by the Developer to the Owner from time to time shall be paid proportionately by the Developer to the Owner within the aforesaid period or within the period mutually agreed between the Owner and the Developer.

13.7 The distributable revenue shall be shared amongst the Owner and the Developer in the manner following:-

Sl. No.	Name	On 100%
1	Eastern Infrastructure herein the Owner	45%
2	Eastern Devcon Limited herein the Developer	55%

- 13.8 MARKETING:-**The Developer shall be entitled to and is hereby authorized to
- i) Appoint brokers and other agents for promoting the sale and transfer of the various flats, units, apartment, other constructed spaces and car parking spaces to form part of the Development in respect of the said property.
 - ii) To work out the strategy for promoting sale of development in consultation with the owner.
 - iii) To negotiate with intending purchasers for sale and transfer of the various flats units apartment constructed spaces and car parking spaces and on such terms and conditions as agreed to between the Owner and the Developer.

ARTICLE XIV- COLLECTION AND DISTRIBUTION OF REVENUE:

- 14.1 At the end of every month, on or before 15th of every succeeding month, beginning from the date of launch of the said project, the Developer shall send a statement of sales made, amount collected and deposited into Project Account.
- 14.2 The Owner is required to refund any amount due to cancellation of booking and/or termination on account of breach by the customers built up area in the said project, the Owner shall forthwith refund his share to the Developer so as to enable the Developer to refund the amount to such customer for clarity. It has been clearly understood between the Owner and the Developer that the distribution of the Revenue is based on the amount actually received and not on accrual basis.
- 14.3 On completion of the said Project, the Developer shall reconcile the entire accounts of the project. The Owner after satisfying about the correctness of the account shall give a written confirmation to the Developer that the Owner's revenue share from the project is fully received or accounted for and in the event of amounts remaining outstanding or due from customer, the developer shall certify the amount payable to the Owner in respect of the same.
- 14.4 The owner shall be entitled to copies of all agreement with customers/purchasers of the apartment in the Project and the Developer agrees to provide the same as and when executed by the Developer.
- 14.5 The Developer shall be entitled to collect all the taxes, VAT, Goods & Service Tax (G.S.T) as and when applicable, or any statutory payment, levied by whatever State, Central Government Body or Corporation from the purchaser of the built up area separately as applicable and the same will not be part of the gross receipts. It is hereby clearly agreed, understood and clarified between the parties that as the Developer is solely responsible for the construction and transfer of the super built area to prospective buyers of apartments, it will also be solely responsible for compliance with the relevant laws relating to taxes, VAT and Goods & Service Tax (G.S.T) as when applicable and will ensure prompt payment of the amounts collected from the customers towards these levies after claiming such rebates, reliefs and set off available under law. Further, in this regards, the Developer shall duly indemnify and keep indemnified the Owner from all costs, losses or damages that the Owner may incur on account of any claims or demands made against the Owner by the VAT and/or Goods & Service Tax (G.S.T).

ARTICLE XV-RATES & TAXES

- 15.1 All rates taxes and other outgoing including Khazana (hereinafter referred to as the RATES & TAXES) payable in respect of the said Property will be paid borne and discharged by the developer till completion of the Housing Project.

ARTICLE XVI- BREACHES AND CONSEQUENCES THEREOF

- 16.1 None of the parties shall be entitled to cancel and/or rescind this Agreement and in the event of any default on the party (hereinafter referred to as **DEFAULTING PARTY**) the other party shall be entitled to sue the party in default for specific performances of this agreement and for other consequential reliefs **IT BEING EXPRESSLY AGREED AND DECLARED** that it is the intention of the parties hereto to jointly undertake development of the said premises and to

share the net sale proceeds amongst themselves in the ratio as far as possible shall amicably try and resolve all disputes and differences. However, in the event the parties shall first refer all such disputes and differences to arbitration in the manner as hereinafter appearing before initiating legal proceedings.

ARTICLE XVII- RULES AND REGULATION FRAMED BY DEVELOPER TILL FORMATION OF ASSOCIATION / SOCIETY/SYNDICATE/COMPANY

- 17.1 The Developer shall be entitled to frame necessary rules and regulation for the purpose of regulating the user of the various units of the said project and each of the persons intending to and/or acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on the account of the maintenance charges to the maintenance company till such time the such Society/Syndicate/Association/Company is formed.

ARTICLE XVIII- HOUSING ORGANISATION

- 18.1 After completion of the said Housing project or so soon thereafter the Developer shall cause a Society/Syndicate/Association/Company/ Adhoc Committee to be formed for the purpose of taking over of the common parts and portions and also for the purpose of rendition of the common of the common services and each of the person acquiring a unit/space in the said new building and/or project shall be bound to become a member of such Holding Organization.
- 18.2 In the event of the control of the common parts and portions and the obligation of renditions of common services being entrusted by the Developer to any Facility Management Company each of the persons acquiring a unit/space in the said new building and/or project shall be liable and unconditionally agrees to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever.

ARTICLE XIX-FRAMING RULES FOR ASSOCIATION/ADHOC COMMITTEE

- 19.1 The Developer shall be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various units and/or the common parts and portions forming part of the said project and each of the persons intending to and/or acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of maintenance charges to the maintenance company till such time the Holding Organization/Association/Adhoc Committee.

ARTICLE XX- FORCE MAJEURE

- 20.1 Force majeure shall mean and include an event preventing either party from performing any or all of its obligations under this agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the responsible control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormal inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action,

civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permission or sanctions for reason outside the control of either party) or any relevant Government or Court orders

20.2 If either party is delayed in, or prevented from, performing any of its obligations under this agreement by any event of Force Majeure, that the party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is to perform its obligations. Neither the Owner nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither the Owner nor the Developer shall be deemed to have defaulted in the performances of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

20.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of continuance of the event of Force Majeure.

ARTICLE XXI – CONFIDENTIALITY

21.1 Confidential Information shall mean and include all trade secrets, business plans and other information relating to (whether directly or indirectly) the businesses thereof (including, but not limited to, the provision of this Agreement) and in whatever form, which is acquired by, or disclosed to, the other Party pursuant to this Agreement.

21.2 In consideration of Confidential Information of each Party (Disclosing Party) being made available to the other Party (Receiving Party) under this Agreement, the Receiving Party shall at all times:

- a. Treat all such Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality.
- b. Not use any Confidential Information other than for the purpose of performing its obligations under this Agreement and in particular, not to use or seek to use such Confidential Information to obtain (whether directly or indirectly) any commercial, trading or other advantage (whether tangible or intangible) over the Disclosing Party.
- c. Not disclose such Confidential Information to anyone other than with the prior written consents (such consents to be granted or withheld at the Disclosing Party's absolute discretion) of the Disclosing Party.
- d. Not make any copies of any such Confidential Information (including, without limitation, any document, electronic file, note, extract, analysis or any other derivation or ways of representing or recording any such Confidential Information) without Disclosing Party's prior written consents (such consents to be granted or withheld at the Disclosing Party's absolute discretion).
- e. Upon written request by the Disclosing Party, promptly deliver to the Disclosing Party or the direction of the Disclosing Party, destroy, all materials containing any such (such consents to be granted or withheld at the Disclosing Party's

absolute discretion) and all copies, extract or reproduction of it (as permitted under this Agreement) and to certify compliance to the Disclosing Party in writing

ARTICLE XXII – ENTIRE AGREEMENT

22.1 This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreement between Parties, oral or implied.

ARTICLE XXIII- AMENDMENT / MODIFICATION

23.1 No amendment or modification of this agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the parties and expressly referring to the relevant provision of this Agreement.

ARTICLE XXIV – NOTICE

24.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, by or facsimile transmission or registered post with acknowledgement due or through courier service to proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time)

24.2 Any such notice or other written communication shall be deemed to have been served:

- a. If delivered personally, at the time of delivery.
- b. If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.
- c. If sent by facsimile transmission, at the time of transmission (if sent during business hours or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.
- d. In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

ARTICLE XXV- AUTHORISED REPRESENTATIVE

25.1 APPOINTMENT OF OWNER'S REPRESENTATIVE

For the purpose of giving effect to this agreement and implementation thereof it has been agreed that the Owner himself shall be deemed to be the representative for the following purposes:-

- i) The giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) Performance and responsibilities of the Owner in connection with the Development
- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement

ARTICLE XXVI- APPOINTMENT OF DEVELOPER'S REPRESENTATIVE

26.1 For the purpose of giving effects to this Agreement and Implementation thereof it has been agreed that Arpan Singha Roy the Director of Eastern Devcon Limited shall be deemed to be the authorized representative of the Developer for the following purpose:

- i) The giving and receiving of all notices, statements and information required in accordance with this agreement
- ii) Performance and responsibilities of the Developer in connection with the Development
- iii) For such other purposes for the purpose of facilitating the work of completion of the said project in terms of this Agreement.

26.2 It is hereby expressly made clear that any act, Deed or thing done by any of the authorized representative shall be final and binding on the parties to whom such authorized representative belongs.

ARTICLE XXVII-MARKETING OF DEVELOPMENT/PRICING POLICY

27.1 The Developer shall market the entire Project in the most prudent and profitable manner and in such a way that it is to the best advantage of the Owner and the Developer. This is an essential condition of this agreement and the Owner shall not be entitled to separately sell or market the Project without the written consent of the Developer. In the event the Owner has interested parties willing to purchase the build up area, the Owner shall also refer all such interested persons to the Developer for evaluation and conclusion of sale till the completion of the project.

27.2 The Developer will announce the launch price of each phase and shall make available to the Owner the pricing policy of the sale of the constructed areas as and when the same are being and announced, changed, modified including any promotion scheme etc. The Owner and the Developer shall also fix the minimum price for the sale of apartments every quarter after reviewing the price achieved in the previous quarter in a meeting to be held in the beginning of each quarter and the price so fixed shall be minimum sale price for the sale of apartments in the said quarter.

27.3 The Developer shall not under any circumstances sell any apartment below the existing announced current minimum price, without the written consent of the Owner. The Developer shall also not do a downward revision of any of the prices already announced without the written consents of the Owner.

27.4 The Developer shall be entitled to brand the development and name of the project and various building to be developed with such development and the same shall not be changed.

27.5 It is clarified that though the Owner is entitled to share the revenue / sale proceeds in the manner stated above, the owner shall not be liable for any claims from the customers of constructed area and the developer shall be solely and exclusively responsible and liable to settle all customers claims be it for compensation for delay, quality of construction or any kinds of damages claimed by the customers and any kind amounts paid by the Developer to customers on account such claims shall not be deducted from revenue share of the Owner. The Owner are also not liable to share any losses which the Developer may incur in executing the Project due to any reason. It is however clarified that if there are any claims from the customer on account of the defect in title of the Owner to the Schedule Property or portion thereof or if the delay in completing the Project or any phase therein is on account of defect in the title of the Owner to the Schedule Property or portion thereof, the Owner shall be liable to compensate the losses fully.

27.6 it is agreed between the Owner and the Developer that the Project shall be marketed by the Developer as a Development project with the Owners.

ARTICLE XXVIII- DOCUMENTATION

28.1 The parties hereto jointly appoint a common Advocate and/or Solicitor for the purpose of undertaking drafting and finalization of the agreements for the sale and/or deeds of conveyance with the intent and object that there is uniformity in the documents to be executed in favour of the intending purchasers.

ARTICLE XXIX- MISCELLANEOUS

29.1 RELATIONSHIP OF THE PARTIES:- This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties and the rights and obligations of the parties shall be governed by the terms and conditions of this Agreement.

29.2 NON WAIVER- Any delay tolerated and/or indulgence shown by any of the parties in enforcing the terms and conditions herein mentioned or any tolerance shown shall not treated or constructed as a waiver of any breach nor shall the same in any ways prejudicially affect the rights of either of the parties.

29.3 COSTS:- The Developer shall pay and bear the registration charges towards this Agreement.

29.4 The Developer shall have and retain for itself, its successors and assigns, the right at its expenses, to construct further and/or additional floors and for the benefit of the same and project adjacent property owned or operated by the Owners/Developer, to utilize and to grant easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors, cable television lines, walk ways, roadways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines, sewer lines, and cable television and to connect the same over, across and under the common elements provided that such utilization, easement, relocation and connection of lines shall not materially impair or interfere with the use of any unit.

It has been expressly agreed by and between the Owner that the Developer shall be entitled to amalgamate the adjacent property with the said premises and/or to provide the right of ingress and egress to enter into or obstruction whatsoever or howsoever and the Owner agrees not to raise any objection or dispute for such arrangement.

- 29.5 No remedy conferred by any of the provision of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy/shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.
- 29.6 Time shall be the essence as regards the provisions of this Agreement, both as regards the time and period mention herein and as regards any times or periods which may, by agreement between the parties be substituted for them.
- 29.7 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provision shall not in any way be affected or impaired thereby.
- 29.8 Save as hereinbefore provided, termination of this Agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 29.9 All municipal rates taxes khazana and other outgoing on and from the date of commencement of the work of construction payable in respect of the said Premises shall be paid borne and discharged by the Developer.
- 29.10 In the event of any amount becoming payable on account of Service Tax and/or under the works contract then and in that event the parties shall bear the same in proportion to their revenue.
- 29.11 This Agreement shall be binding on the parties hereto and their respective successors and assigns.
- 29.12 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

ARTICLE XXX

- 30.1 The parties as far as possible shall try and resolve all disputes and differences which may arise amicably but in the events of such differences and/or disputes are not capable of being

amicably resolved after execution of the this Development Agreement all disputes or differences between the parties hereto in any ways touching or concerning this Agreement or as to the interpretation scope or effects of any of terms and conditions herein contained or as regards the rights and liabilities of the parties hereto shall be referred to arbitration or an arbitral forum under the provisions of the Arbitration and Conciliation Act 1996 comprising of three person(Tribunal) one to be appointed by each of the parties and the third to be appointed by the two person appointed by the parties

The Tribunal shall

- a. Proceed summarily and need not give any reasons for its award
- b. Avoid all rules procedures and/or evidences that can lawfully be avoided by mutual consent and/or direction by parties
- c. Fix the venue at Kolkata/North 24 Parganas only
- d. Use English as the language for proceedings
- e. Conduct the proceedings from day to day for at least 5 hours per day if the same is acceptable to all parties
- f. Not grant to either of the parties any extension of time and/or adjournment except on grounds beyond their and only for such period as is the absolute minimum.
- g. Make publish their Awards within a period of six month from the date of entering upon the reference
- h. Award damages along with the final awards against the Party not complying with any interim award or order passed by the Tribunal
- i. The award of the Tribunal shall be final and bidding.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID ENTIRE PREMISES)

ALL THAT a plot of Homestead Land measuring about 27 Decimals out of which 04 Decimals of Bastu Land comprised in the L.R Dag No-565, 06 Decimals of Bastu Land comprised in the L.R Dag No-565/868, 07 Decimals of Bastu land comprised in the L.R Dag No-569 and 10 Decimals of Bastu Land comprised in the L.R Dag No-573, in the L.R Khatian No-5062 corresponding to the L.R Khatian No-1765, 3815, 4889, 718, 1702 & 1080 at Mouza-Manirampur, J.L No-02, P.S- Barrackpore, Holding No-148, S.N Banerjee Road, Ward No-23 of the North Barrackpore Municipality, Dist-North 24 Parganas which is butted and bounded as follows:-

By the North:- House of Late Nimu Dutta, Mr. Chakroborty, Mr. D. Sanyal, and A.Shaw,

By the South:- 40' ft S.N, Banerjee Road, House of A.Shaw, and Late B. Ghosh,

By the East :- House of Mr. Chakroborty, Mr. D. Sanyal, Late B.Ghosh, and B.S. Banerjee Road,

By the West :- House of Mr. Raju Dey, A. Shaw and Mr. Debnath.

THE SECOND SCHEDULE OF THE DOCUMENT

amicably resolved after execution of this Development Agreement all disputes or differences between the parties hereto in any ways touching or concerning this Agreement or as to the interpretation scope or effects of any of terms and conditions herein contained or as regards the rights and liabilities of the parties hereto shall be referred to arbitration or an arbitral forum under the provisions of the Arbitration and Conciliation Act 1996 comprising of three person(Tribunal) one to be appointed by each of the parties and the third to be appointed by the two person appointed by the parties

The Tribunal shall -

- a. Proceed summarily and need not give any reasons for its award
- b. Avoid all rules , procedures and/or evidences that can lawfully be avoided by mutual consent and/or direction by parties
- c. Fix the venue at Kolkata/North 24 Parganas only
- d. Use English as the language for proceedings
- e. Conduct the proceedings from day to day for at least 5 hours per day if the same is acceptable to all parties
- f. Not grant to either of the parties any extension of time and/or adjournment except on grounds beyond their and only for such period as is the absolute minimum.
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By the North:- House of Late Nimu Dutta, Mr. Chakroborty, Mr. D. Sanyal, and A.Shaw,

By the South:- 40' ft S.N, Banerjee Road, House of A.Shaw, and Late B. Ghosh,

By the East :- House of Mr. Chakroborty, Mr. D. Sanyal, Late B.Ghosh, and B.S. Banerjee Road,

By the West :- House of Mr. Raju Dey, A. Shaw and Mr. Debnath.

THE SECOND SCHEDULE OF THE DOCUMENT

Sl.No	Nature	Office	Deed No			
			Book	Volume	Pages	Number
1	Deed of Gift	A.D.S.R Barrackpore, North 24 Parganas.	1	87A	73 to 82	3978 for the year 1992
2	Deed of Gift	A.D.S.R Barrackpore, North 24 Parganas	1	14	237 to 246	570 for the year 1993
3	Deed of Gift	A.D.S.R Barrackpore, North 24 Parganas	1	14	247 to 256	571 for the year 1993
4	Deed of Gift	A.D.S.R Barrackpore, North 24 Parganas	1	14	257 to 268	572 for the year 1993
5	Deed of Gift	A.D.S.R Barrackpore, North 24 Parganas	1	14	227 to 236	569 for the year 1993
6	Deed of Sale	A.D.S.R Barrackpore, North 24 Parganas	1	1505- 2019	84322 to 84345	150503002 for the year 2019
7	Deed of Sale	A.D.S.R Barrackpore, North 24 Parganas	1	1505- 2019	84346 to 84369	150503006 for the year 2019
8	Deed of Sale	A.D.S.R Barrackpore, North 24 Parganas	1	1505- 2019	100773 to 100805	150503614 for the year 2019
9	Deed of Sale	A.D.S.R Barrackpore, North 24 Parganas	1	1505- 2019	142910 to 142936	150504966 for the year 2019
10	Deed of Sale	A.D.S.R Barrackpore, North 24 Parganas	1	1505- 2020	18042 to 18076	150500616 for the year 2020
11	Deed of Sale	A.D.S.R Barrackpore, North 24 Parganas	1	1505- 2020	18077 to 180110	150500615 for the year 2020

12	Deed of Declaration	A.D.S.R Barrackpore, North 24 Parganas	IV	1505- 2020	67 to 79	150500008 for the year 2020
13	Deed of Declaration	A.D.S.R Barrackpore, North 24 Parganas	IV	1505- 2020	1096 to 1105	150500055 for the year 2020
14	Deed of Declaration	A.D.S.R Barrackpore, North 24 Parganas	IV	1505- 2020	80 to 92	150500009 for the year 2020
15	Deed of Declaration	A.D.S.R Barrackpore, North 24 Parganas	IV	1505- 2020	2097 to 2113	150500101 for the year 2020
16	Deed of Declaration	A.D.S.R Barrackpore, North 24 Parganas	IV	1505- 2020	2063 to 2079	150500102 for the year 2020
17	LR.O.R	B.L.&L.R.O Barrackpore-I				LR Khatian No- 5062.
18	Holding Tax Receipt	North Barrackpore Municipality				Assessment No- 1202801936857: Holding No-148, S.N. Banerjee Road

IN WITNESSES WHEREOF the Parties herein have set and subscribed their respective hands, seal and signature on the day, month and year as above written in presence of the following witnesses.

WITNESSES:

① Subhanshu Kumar
Mungachis
PS Ghule
Kolkata-700110

For Eastern Infrastructure

Anup Sengupta
Partner

SIGNATURE OF THE FIRST PARTY/
OWNER

② Susmita Mondal
Bansraekpore
PS Titagarh
Kolkata-700122

EASTERN INFRASTRUCTURE LIMITED
Apurva Singh
Director

SIGNATURE OF THE SECOND PARTY/DEVELOPER.

DRAFTED & PREPARED BY ME IN MY OFFICE

SK. MERBUXAR RAHMAN
SK. MERBUXAR RAHMAN
(ADVOCATE)

ETI.No. F-2413/2463/02
ATGHARA, NEW TOWN METRO PLAZA
CHINER PARK, KOLKATA 700136

ACKNOWLEDGEMENT

Received with thanks a sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand) only from the Developer as and by way of part of refundable and/or adjustable security deposit as per the following memo and signed this memo on the day, month and year as above written in presence of the following witnesses.

Memo

By way of Cash Rs.1,50,000/- [Rupees One Lakh Fifty Thousand] Only

Witnesses:

① Sahyambur
Korogach
P.S. Ghuli
Kot-700110

For Eastern Infrastructure
Anup Singh
Partners

SIGNATURE OF THE FIRST PARTY/OWNER.

② Susmita Moudal
Barnackpose
P.S. Titlaghan
Kot-700122

A SITE PLAN SHOWING LAND AT S.N.BANERJEE ROAD, MISTRYGHAT, MOUZA- MONIRAMPURE, P.S.- BARRACKPORE, BEARING DAG NOS.- 565, 868, 565, 569, KHATIAN NOS.- 115 & 116, R.S. KHATIAN NO.- 120, L.R. KHATIAN NO.- 1765, 718, 120, L.R. + R.S. KHATIAN NO.- 176, HOLDING NO.- 148, IN WARD NO.- 23, UNDER NORTH BARRACKPORE MUNICIPALITY, DIST.- NORTH 24 PARGANAS.

AREA STATEMENT :-

TOTAL LAND AREA :- 27 DECIMAL



For Real Estate Infrastructure

Ang Sanjaly
Partners

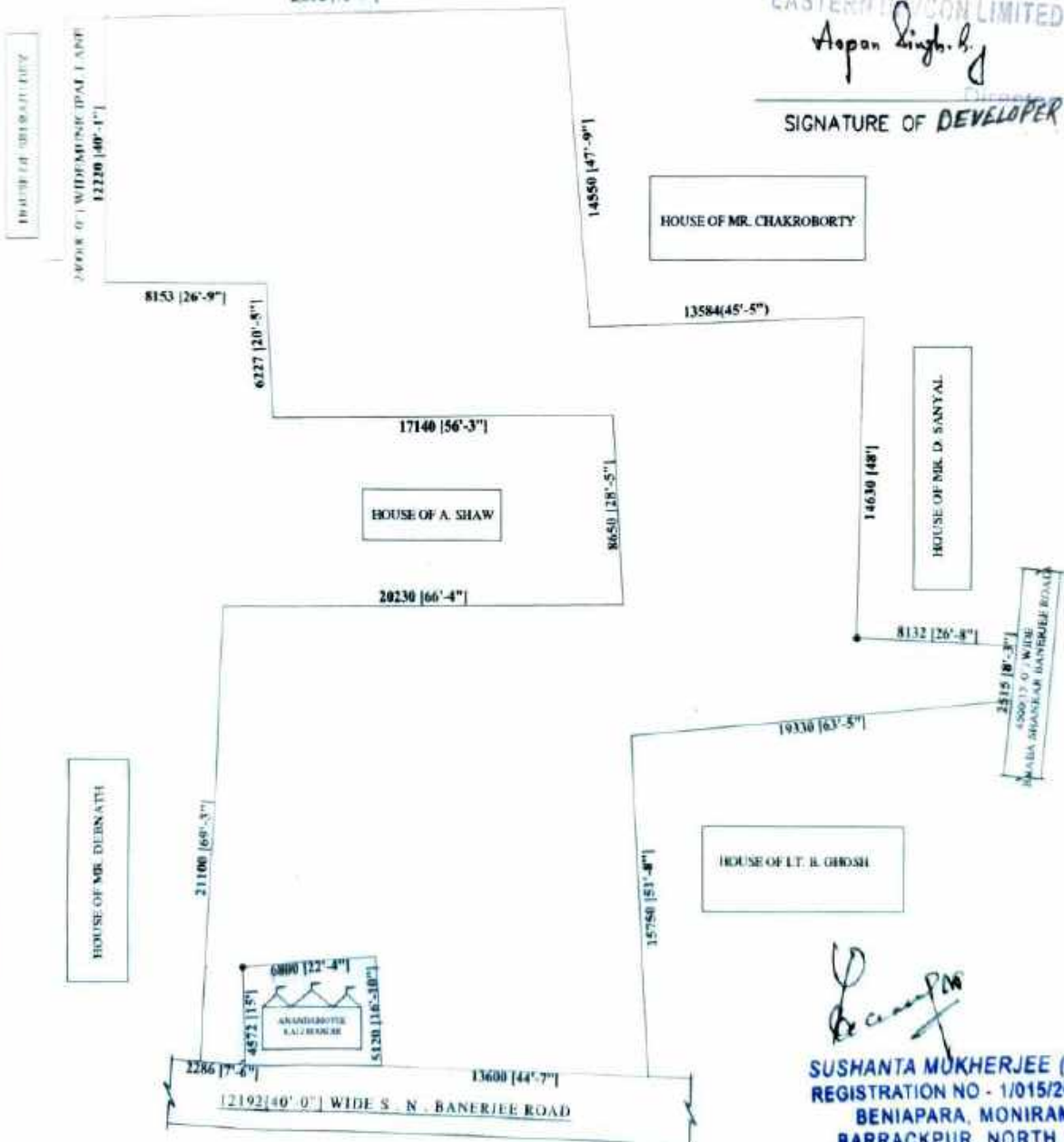
SIGNATURE OF **FIRST PART/OWNER**

LAND & HOUSE OF LT. NIMU DUTTA

EASTERN DYCON LIMITED

Ajayan Singh
Director

SIGNATURE OF **DEVELOPER**



Sushanta Mukherjee

SUSHANTA MUKHERJEE (L. B. S.-1)
REGISTRATION NO - 1/015/2020/.....
BENIAPARA, MONIRAMPUR,
BARRACKPUR, NORTH 24 PGS.
EMAIL - mukherjeesushanta9@gmail.com
MOB NO - 9831726848




SIGNATURE OF ENGINEER

SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SALLER/
BUYER/CAIMENT
WITH PHOTO



UNDER RULE 44A OF THE I.R. ACT 1908

N.B. -

LH BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS

 <i>Amr Singh</i>	LH						
	RH.						

ATTESTED :- *Amr Singh*

 <i>Amr Singh</i>	LH						
	RH.						

ATTESTED :- *Amr Singh*

PHOTO	LH.						
	RH.						

ATTESTED :-



For Eastern Infrastructure

Deep Singh

Partners



भारत सरकार
GOVERNMENT OF INDIA



अनूप सिंह राय
Anup Singha Roy
लिंग/DOB: 12/05/1972
पुरुष / MALE



2946 8393 1640

आधार-आधार सम्बन्धित अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:

अनूप सिंह राय
548, 5N, 5N बानेरि
वी.एम.ए. क्लब,
मोनिरामपुर, उत्तर
(34), नंबर 28 पारगना,
पश्चिम बंगाल - 700120

Address

S/O: Sakti Prasad Singha
Roy, 548, 5 N BANERIEE
ROAD, B Y M A CLUB,
MONIRAMPURE, North
Barrackpore (m), North 24
Parganas,
West Bengal - 700120

2946 8393 1640



1867



UIDAI@nic.gov.in



www.uidai.gov.in

P.O. Box No. 1867,
Barrackpore-700120

Anup Singha Roy

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

ARUP SINGHAROY
SAKTI PRASAD SINGHA ROY

12/05/1972
Permanent Account Number
ALOPS2386L


Signature




Arup Singh Roy



EASTERN DEVCON LIMITED
Apar Singh R. J.
Director



भारत सरकार
Government of India



Arpan Singha Roy
Arpan Singha Roy
जन्म तिथि/DOB: 25/05/1987
पुरुष/ MALE



6034 1728 3397

VID: 9151 4717 4386 9678

मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता:
S/O अरुण सिंघ राय, मेदगच्छी कलना, थाना कलना, ..
पोस्ट ऑफिस के पास, मेदगच्छी पैकपारा, बर्दमान,
वेस्ट बंगाल - 713405

Address:
S/O Arun Singha Roy, Medgachi Kalna,
Thana Kalna, , Near Post Office,
Medgachhi Paikpara, Bardhaman,
West Bengal - 713405



QR Code with Photograph

6034 1728 3397

VID: 9151 4717 4386 9678

1947

www.uidai.gov.in

www.uidai.gov.in

Arpan Singha Roy

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ARPAN SINGHA ROY
ARUN SINGHA ROY
25/05/1987

Permanent Account Number
BKQPR5005R

Arpan Singh Roy
Signature



Arpan Singh Roy



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN: 192020210238664971 **Payment Mode:** Online Payment
GRN Date: 03/03/2021 11:50:43 **Bank/Gateway:** ICICI Bank
BRN : 59598716 **BRN Date:** 03/03/2021 11:03:02
Payment Status: Successful **Payment Ref. No:** 2000469024/3/2021
[Query No]*[Query Year]

Depositor Details

Depositor's Name: EASTERN INFRASTRUCTURE
Address: 548 S.N BANERJEE ROAD BARRACKPORE KOL-700120
Mobile: 9830542450
EMail: easterninfra16@gmail.com
Contact No: 9830542450
Depositor Status: Seller/Executants
Query No: 2000469024
On Behalf Of: Mr SK MEHBUBAR RAHMAN
Identification No: 2000469024/3/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000469024/3/2021	Property Registration- Stamp duty	0030-02-103-003-02	74521
2	2000469024/3/2021	Property Registration- Registration Fees	0030-03-104-001-16	1521
			Total	76042

IN WORDS: SEVENTY SIX THOUSAND FORTY TWO ONLY.

Major Information of the Deed

Deed No :	I-1505-01324/2021	Date of Registration	03/03/2021
Query No / Year	1505-2000469024/2021	Office where deed is registered	
Query Date	01/03/2021 6:10:55 PM	1505-2000469024/2021	
Applicant Name, Address & Other Details	SK MEHBUBAR RAHMAN KAIKHALI Thana Airport District North 24-Parganas, WEST BENGAL, PIN - 700052 Mobile No 9051388883, Status Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property Declaration [No of Declaration: 2] [4311] Other than Immovable Property Receipt [Rs 1,50,000/-]		
Set Forth value	Market Value		
Rs 4/-	Rs 5,40,00,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs 75.021/- (Article 48(g))	Rs 1,521/- (Article E. E. B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip (Urban area)		

Land Details :

District North 24-Parganas, P S - Barrackpore, Municipality NORTH BARRACKPORE, Road S N Banerjee Road, Mouza Monirampur, JI No 2, Pin Code 700120

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-565 (RS -)	LR-5062	Commercial Use	Bastu	4 Dec	1/-	80,00,000/-	Property is on Road Adjacent to Metal Road.
L2	LR-565/868 (RS -)	LR-5062	Commercial Use	Bastu	6 Dec	1/-	1,20,00,000/-	Property is on Road Adjacent to Metal Road.
L3	LR-569 (RS -)	LR-5062	Commercial Use	Bastu	7 Dec	1/-	1,40,00,000/-	Property is on Road Adjacent to Metal Road.
L4	LR-573 (RS -)	LR-5062	Commercial Use	Bastu	10 Dec	1/-	2,00,00,000/-	Property is on Road Adjacent to Metal Road.
TOTAL :					27Dec	4 /-	540,00,000 /-	
Grand Total :					27Dec	4 /-	540,00,000 /-	






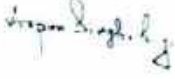
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	EASTERN INFRASTRUCTURE 548, S.N. BANERJEE ROAD, MONIRAMPUR, MISTRYGHAT, P.O:- BARRACKPORE, P.S.- Barrackpore, Barrackpore, District:-North 24-Parganas, West Bengal, India, PIN - 700120 , PAN No.:: AAxxxxxx5A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	EASTERN DEVCON LIMITED 548, S N BANERJEE ROAD, MONIRAMPUR, MISTRYGHAT, P O - BARRACKPORE, P S - Barrackpore, Barrackpore, District -North 24-Parganas, West Bengal, India, PIN - 700120 , PAN No :: AAxxxxxx3K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by :Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr ARUP SINGHA ROY (Presentant) Son of Late SHAKTI PRASAD SINGHA ROY Date of Execution - 03/03/2021, , Admitted by: Self, Date of Admission: 03/03/2021, Place of Admission of Execution: Office	 <small>Mar 3 2021 3:07PM</small>	 <small>LTI 03/03/2021</small>	 <small>03/03/2021</small>
	548, S N BANERJEE ROAD, MONIRAMPUR, MISTRYGHAT, P.O.- BARRACKPORE, P S.- Barrackpore, Barrackpore, District.-North 24-Parganas, West Bengal, India, PIN - 700120, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx6L,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : EASTERN INFRASTRUCTURE (as PARTNER)			
2	Name	Photo	Finger Print	Signature
	Mr ARPAN SINGHA ROY Son of Mr ARUN SINGHA ROY Date of Execution - 03/03/2021, , Admitted by: Self, Date of Admission: 03/03/2021, Place of Admission of Execution: Office	 <small>Mar 3 2021 3:07PM</small>	 <small>LTI 03/03/2021</small>	 <small>03/03/2021</small>
	548, S.N. BANERJEE ROAD. MONIRAMPUR, MISTRYGHAT, P.O.- BARRACKPORE, P S.- Barrackpore, Barrackpore, District.-North 24-Parganas, West Bengal, India, PIN - 700120, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BKxxxxxx5R,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : EASTERN DEVCON LIMITED (as DIRECTOR)			

Identifier Details :

Name	Photo	Finger Print	Signature
SAHAJAMAL KHAN Son of M KHAN MURAGACHA, P.O:- JUGBERIA, P.S:- Ghola, District.-North 24-Parganas, West Bengal, India, PIN - 700110	 <small>03/03/2021</small>	 <small>03/03/2021</small>	 <small>03/03/2021</small>
Identifier Of Mr ARUP SINGHA ROY, Mr ARPAN SINGHA ROY			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	EASTERN INFRASTRUCTURE	EASTERN DEVCON LIMITED-4 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	EASTERN INFRASTRUCTURE	EASTERN DEVCON LIMITED-6 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	EASTERN INFRASTRUCTURE	EASTERN DEVCON LIMITED-7 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	EASTERN INFRASTRUCTURE	EASTERN DEVCON LIMITED-10 Dec

Land Details as per Land Record

District: North 24-Parganas, P. S. - Barrackpore, Municipality: NORTH BARRACKPORE, Road: S. N. Banerjee Road, Mouza: Monirampur, JI No: 2, Pin Code : 700120

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 565, LR Khatian No:- 5062	Owner:ইস্টার্ন ইনফ্রাস্ট্রাকচার এর পক্ষে অবুপ সিংহ রায়, Gurdian:শক্তি প্রসাদ, Address:বিজ , Classification:বাস্ত, Area:0.04000000 Acre,	EASTERN INFRASTRUCTURE
L2	LR Plot No:- 565/868, LR Khatian No:- 5062	Owner:ইস্টার্ন ইনফ্রাস্ট্রাকচার এর পক্ষে অবুপ সিংহ রায়, Gurdian:শক্তি প্রসাদ, Address:বিজ , Classification:ডাঙ্গা, Area:0.06000000 Acre,	EASTERN INFRASTRUCTURE
L3	LR Plot No:- 569, LR Khatian No:- 5062	Owner:ইস্টার্ন ইনফ্রাস্ট্রাকচার এর পক্ষে অবুপ সিংহ রায়, Gurdian:শক্তি প্রসাদ, Address:বিজ , Classification:বাস্ত, Area:0.07000000 Acre,	EASTERN INFRASTRUCTURE
L4	LR Plot No:- 573, LR Khatian No:- 5062	Owner:ইস্টার্ন ইনফ্রাস্ট্রাকচার এর পক্ষে অবুপ সিংহ রায়, Gurdian:শক্তি প্রসাদ, Address:বিজ , Classification:বাস্ত, Area:0.10000000 Acre,	EASTERN INFRASTRUCTURE

On 03-03-2021

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 13:43 hrs on 03-03-2021, at the Office of the A D S R. BARRACKPORE by Mr ARUP SINGHA ROY.

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 5,40,00,000/-.

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

Execution is admitted on 03-03-2021 by Mr ARUP SINGHA ROY, PARTNER, EASTERN INFRASTRUCTURE (Partnership Firm), 548, S N. BANERJEE ROAD, MONIRAMPUR, MISTRYGHAT, P.O - BARRACKPORE, P.S - Barrackpore, Barrackpore, District -North 24-Parganas, West Bengal, India, PIN - 700120

Identified by SAHAJAMAL KHAN, . . Son of M KHAN, MURAGACHA, P.O: JUGBERIA, Thana: Ghola, . North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Muslim, by profession Law Clerk

Execution is admitted on 03-03-2021 by Mr ARPAN SINGHA ROY, DIRECTOR, EASTERN DEVCON LIMITED (Public Limited Company), 548, S N. BANERJEE ROAD, MONIRAMPUR, MISTRYGHAT, P.O - BARRACKPORE P.S - Barrackpore, Barrackpore, District -North 24-Parganas, West Bengal, India, PIN - 700120

Identified by SAHAJAMAL KHAN, . . Son of M KHAN, MURAGACHA, P.O: JUGBERIA, Thana: Ghola, . North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Muslim, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,521/- (B = Rs 1,500/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,521/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/03/2021 11:52AM with Govt. Ref. No: 192020210238664971 on 03-03-2021, Amount Rs: 1,521/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 59598716 on 03-03-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 74,521/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 446, Amount: Rs.500/-, Date of Purchase: 02/03/2021, Vendor name: Jayanta Kr Bose

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/03/2021 11:52AM with Govt. Ref. No: 192020210238664971 on 03-03-2021, Amount Rs: 74,521/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 59598716 on 03-03-2021, Head of Account 0030-02-103-003-02



Asis Kumar Dutta

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1505-2021, Page from 46811 to 46853

being No 150501324 for the year 2021.



Digitally signed by ASIS KUMAR DUTTA
Date: 2021.03.03 16:08:53 +05:30
Reason: Digital Signing of Deed.

(Asis Kumar Dutta) 2021/03/03 04:08:53 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARRACKPORE
West Bengal.

(This document is digitally signed.)