

14524

P-13952/19



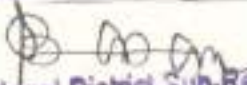
26/11/19

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

1799745/19

V 063530

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


Additional District Sub-Registrar
Rajarhat New town, North 24-Pgs.

26 NOV 2019

PATHARGHATA

DEVELOPMENT AGREEMENT

1. Date: 26th November, 2019
2. Place: Kolkata
3. Parties

20 NOV 2019

ক্রমিক নং 3514 তার
মূল্য 507 রেজিস্টার নাম KHABTRI INFRAVENTURE (P) LTD.
DN-51, SALT LAKE, SECTOR-V
KOLKATA - 700 091

স্ট্যাম্প ভেঙার শ্রী বিশ্বজিত চক্রবর্তী
এ.ডি.এস.আর. অফিস চাকদহ, নবীয়া



Additional District Sub-Registry
New Town, North 24 Pgs

26 NOV 2019

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

GRN: 19-201920-009850709-1

Payment Mode Online Payment

GRN Date: 25/11/2019 18:19:17

Bank : AXIS Bank

BRN : 13536113

BRN Date: 25/11/2019 18:28:06

DEPOSITOR'S DETAILS

Id No. : 15230001799745/3/2019

[Query No./Query Year]

Name : DHARITRI INFRAVENTURE PVT LTD

Contact No. : 09073912951

Mobile No. : +91 9073912951

E-mail :

Address : DN51 MERLIN INFINITE KOLKATA 700091

Applicant Name : Mr Arnab Dey

Office Name :

Office Address :

Status of Depositor : Others

Sale, Development Agreement or Construction agreement
Payment No 3

Purpose of payment / Remarks :

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15230001799745/3/2019	Property Registration- Stamp duty	0030-02-103-003-02	5020
2	15230001799745/3/2019	Property Registration-Registration Fees	0030-03-104-001-16	21

Total

5041

In Words : Rupees Five Thousand Forty One only



3. Parties

3.1. **SYED AKTAR ALI**, (having PAN - AIEPA0945Q), (Aadhar No. - 3229 6725 1116) (Ph. No. 8981934112) son Syed Abdul Aziz, by faith - Islam, by Occupation - Service, residing at Fatepur, P.O. & P.S. - Uluberia, District - Howrah, Pin - 711315

The party hereinafter referred to as the **OWNER** (which term and/or expression shall unless excluded by or repugnant or contrary to the subject or context be deemed to mean, imply and include its heirs, successor-in-interest, nominees, executors, administrators and/or assigns) of the **FIRST PART.**

AND

4. **M/S. DHARITRI INFRAVENTURE PVT. LTD.** (having PAN AAFCD3234P), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at DN - 51, Merlin Infinite Building, 6th Floor, Unit - 606, Salt Lake, Sector - V, Post Office & Police Station - Electronic Complex, Kolkata - 700 091, District - North 24 Parganas, being represented by its Directors namely (1) **SMT. DIPANWITA SAMANTA** (having PAN CFRPS3473K) (Aadhar No. 357245389481) (Ph. No. 8013014445), wife of Sri Suman Jana, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at Premises No. 196, Canal Street, 4th Floor, near Sreebhumi Sporting Club, Post Office - Sreebhumi, Police Station - Lake Town, Kolkata - 700 048, District - North 24 Parganas and (2) **SRI VICKY SINGH** (having PAN CIEPS6214G) (Aadhar No. 657913246457) (Ph. No. 9007412207), son of Late Ranjit Singh, by faith - Hindu, by nationality - Indian, by occupation - Service, residing at Premises No. 5/H/1, Bagmari Road, Post Office - Kankurgachi, Police Station - Manicktala, Kolkata - 700 054, District - North 24 Parganas.

Hereinafter referred to and identified as **Developer** (which term and/or expression shall unless excluded by or repugnant or contrary to the subject

or context be deemed to mean, imply and include its successor-in-interest, nominees, executors, administrators and/or assigns) of the **SECOND PART**.

Owner and Developer collectively **Parties** and individually **Party**.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

5. Subject Matter of Agreement

5.1 Development and Commercial Exploitation of Said Property:

Agreement between the Owner and the Developer with regard to development and commercial exploitation by constructing multi storied/high rise buildings, hereinafter called the **Project**, (in the manner specified in this Agreement) over the vacant "BASTU" land admeasuring **01.6349 (One point Six Three Four Nine) Decimal**, more or less equivalent to approximately 1 Cottah more or less which is equivalent to 66.148054 Square Meter approx. comprised in R.S/L.R Dag No. 2343, and 2349, recorded in R.S/L.R Khatian No. 6800, in Mouza - Patharghata, J.L.NO. 36, under Patharghata Gram Panchayat, within the jurisdiction of Police Station- Rajarhat, District: North 24 Parganas, State of West Bengal, described in the **1st Schedule** below (**Said Property**).

6. Representations, Warranties and Background

6.1 Owners' Representations: The Owner has represented and warranted to the Developer as follows:

6.1.1 Absolute Ownership of the land: The Owner is in absolute and peaceful possession and enjoyment of the said entire piece and parcel of the said land without any obstruction and interference of any nature, from anybody or from anywhere

6.1.2 Owner to Ensure Continuing Marketability: The Owner ensures that Ownership titles of the Said property shall remain marketable and free from all encumbrances till the completion of development of the Said

Property.

6.1.3 No Previous Agreement: The Owner undertakes that neither they have leased out, mortgaged, nor ENTERED INTO any Agreement for sale, transfer, development of the Said Property with any other person/s or any other entity entered into.

a) The Owner further represents that the said Property is not mortgaged to any financial institutions, Banks or Non-banking Institutions or to any third Party.

b) Furthermore the Owner represents that the Said Property is not leased out to any Individual/s, HUF(s), Company/ies, Firm/s, Trust/s, Banking and Non Banking Institutions or any other financial institutions or any Government Authority/s etc.

c) The Owner also represents that they have not entered into any Agreement for Sale, Deed of Conveyance(s), or any other deeds or covenants, registered or unregistered with any Individual, Banks or Non-Banking Institutions, HUF(s), Company/ies, Firm/s, Trust/s.

d) The Owner further represents that they have not entered into any Development Agreement, registered or unregistered in favour of any Company, Firm/s, Individual, and Government Bodies in respect of the said Property, and as such no Power Attorney was executed in favour of any Company, Firm/s, Individual, and Government Bodies for the development on the Said Property.

6.1.4 No Requisitions or Acquisitions: The Said property or any part thereof is not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings have been received or come to the notice of the Owner and the Said property is not attached under any Decree or Order of any Court of Law or dues of the Income Tax, Revenue or any other Public

Demand. Further the said plot is not affected by provisions of the Urban Land (Ceiling & Regulation) Act, 1976.

6.1.5 The Authority of the Parties: The Parties hereto have full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.

6.1.6 No Prejudicial Act: The Owner shall not do nor permit any one to do any act, deed, matter or thing which may affect the development, construction and marketability of the said Complex or which may cause charge, encroachments, litigations, trusts, liens, lispendens, attachments and liabilities on the Said Land or the project or on the Co-Owner cum Developer.

6.2 Developer's Representations: The Developer has represented and warranted to the Owner as follows:

6.2.1 Infrastructure and Expertise of Developer: The Developer is carrying on business in the real estate sector and having compatible infrastructure and expertise in this field.

6.2.2 No Abandonment: The Developer shall not abandon, delay or neglect the project of development of the Said property and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Land.

6.3 Decision to Develop: Pursuant to preliminary discussion held between the parties, the Owner and the Developer of the Said Property, have decided to jointly develop the Said Project on schedule mentioned land wherein the Owner will offer land & the Developer will put its expertise and funds needed for the project to develop the same. The salient terms of the understanding between the Parties are that the Developer shall have **58% share (Fifty Eight percent)** of the sanctioned area in the Project and the Owner collectively shall have **42% (Forty Two Percent)** share in the

sanctioned area in the Project.

6.4 Owners' Allocation: Parties have agreed that the Owner shall be entitled 42% of the total sanctioned FAR or 42% of the total sanctioned constructed area whichever is higher in the project in form of self contained flats, garages and commercial areas together with the respective undivided share, rights, title and interest in the Common Parts and Amenities and underlying Land (hereinafter referred to as the "**Owners' Allocation**") and shall be entitled to sell, transfer, assign, convey, lease or otherwise dispose of the Units comprised in the said Owners' Allocation in any manner whatsoever, at their absolute discretion, subject however to the terms and conditions of this Agreement and shall further be entitled to all proceeds and income from any such sale, transfer, assignment, conveyance, lease or other disposal of the said Units comprised in the said Owner's Allocation. Owner is also entitled 42% of Open and covered car parking area respectively as per sanctioned plan. The owner shall sale their respective shares, if required, at a market price as stipulated by the developer or above such rates till the 12 months from handover of possession of individual owner's allocation/share in the project. After expiry of 12 months from the handover of the possession of individual completion of the project the owner's allocation/share, the owner shall sale their respective shares and/or flats, if required, at a price as decided by the owner only.

6.5 Developer's Allocation: Parties have agreed that the Developer's shall be entitled 58% of the total sanctioned FAR or 58% of the total sanctioned constructed area whichever is higher in the project in form of self contained flats, garages and commercial areas together with the respective undivided share, rights, title and interest in the Common Parts and Amenities and underlying Land (hereinafter referred to as the "**Developer's Allocation**") and shall be entitled to sell, transfer, assign, convey, lease or otherwise dispose of the Units comprised in the said Developer's Allocation in any

manner whatsoever, at their absolute discretion, subject however to the terms and conditions of this Agreement and shall further be entitled to all proceeds and income from any such sale, transfer, assignment, conveyance, lease or other disposal of the said Units comprised in the said Developer's Allocation. **Developers are also entitled 58% of Open and covered car parking area respectively as per sanctioned plan.**

6.6 Furthermore if the Developer build/construct any type of construction in the complex/project which are not considered as FAR or not fall under the FAR, in that case the Owners' are also entitled 42% of that construction area.

6.7 If the Developer demarcated any space/portion of the project as Open Car Parking or using any portion of the project as Open car parking, in that case the Owners' are also entitled 42% of that Open Car parking.

6.8 Finalization of Terms Based on Reliance on Representations: Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions for the said Complex are being recorded by this Agreement.

7. Basic Understanding

7.1 Development of Said Property and Commercial Exploitation of Said Project: The Parties have mutually decided to take up the development of the Said Property by way of construction, of multi storied buildings/highrise thereon and commercial exploitation of the same with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs.

7.2 Nature and Use of Said Project: The Said Project shall be constructed in accordance with Architectural Plans (**Building Plans**) as prepared by an architect (**Architect**) and approved by the appropriate authority, as a Project comprising of primarily residential buildings (with

construction of commercial buildings in consultation with the owner) and ancillary facilities and other areas, with specified areas, amenities and facilities to be enjoyed in common.

7.3 Appointment of Contractors etc: The Developer shall in consultation with the Owner appoint contractors, sub-contractors, agents, sub-agents etc. for the development of the Said Project, at their own costs and expenses.

7.4 No Liability for Taxes: The Owner shall not be liable for any income tax, wealth tax or any other levies of Taxes in respect of amount of revenue received by Developer towards its share and vice-versa the Developer is also not liable for the amount of revenue received by the Owner towards their share. Furthermore, the levies or taxes of the Statutory Government Bodies implied on the Said Property will be paid up to date by the Owner, before the handing over of the Said Property for Development to the Developer. If any extra cost is being incurred by either of the parties which fall within the liability of the other party/s, the same will be adjusted accordingly upon mutual decisions between the parties hereto.

7.5 Nomination: The Developer can nominate any person/persons or any other entity in its place for Development of the said property, to which the Owner shall have no objection, whatsoever.

7.6 Sale of Respective shares of the Owner: Upon Consent of the other Owner, an Owner can sell and/or transfer its/his/her proportionate share in the said property to any or all the Owner without effecting this Agreement.

7.7 Modification in share: It is the mutual covenant of the parties hereto that the share in sanctioned area can be modified at subsequent stage hereinafter upon written consent of all the parties hereto, it is further mutually agreed by and between the parties to this Agreement, that in case the parties hereto opt for extra square feet or any added area apart from the

allotted area, then in that case the party/s opting for the same will be liable to pay the extra cost @ Rs.2500/- per square feet upto 100 sq.ft. built up area for such extra square feet or added area, **and beyond 100 sq. ft., if the owner demands for any further added area, the extra square feet so demanded will be charged at prevailing market value.**

7.8 Maintenance: Both the Owner and the Developer shall mutually frame a scheme for the management and administration of the Said Project and the maintenance shall be handed over to a professional agency. Both the Owner and the Developer will mutually and jointly take all decisions for the management of the common affairs of the Said Project.

7.9 Maintenance Charge: The Developer in consultation with the Owner shall hand over the management and maintenance of the Common Portions and services of the Said Project to a professional agency which shall collect the costs and service charge therefore (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the Said Project, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical, along with gardening and cleaning of service and common areas and amenities, and Mechanical equipment and other installations, appliances and equipments

8. Development and Commencement

8.1 Development: The Parties hereby accept the Basic Understanding between them as recorded in Clause 6.3, 6.4, 6.5, 6.6 and 6.7 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement.

8.2 Commencement and Tenure: This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above (**Commencement Date**) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other

stand fulfilled and performed and all saleable spaces in the Said Project are transferred and sold completely or till this Agreement is terminated in the manner stated in this Agreement.

9. Pre-Sanction Activities, Sanction and Construction

9.1 Payment of Land Revenue: The Owner shall, make payment of up to date land revenue in respect of the Said Property.

9.2 Architects and Consultants: The Owner confirms that the Owner has authorized the Developer to appoint the Architect and other consultants for development of the said property. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owner shall have no liability or responsibility.

9.3 Construction of Said Complex: The Developer shall, at its own costs and expenses construct, erect, and complete the Said Complex in accordance with the sanctioned Building Plan. In this regard it is clarified that **(1)** the Said Complex may, at the option of the Developer, be constructed and delivered in phased manner and **(2)** the Said Complex may be separate and distinct clusters of new buildings with some common amenities.

9.4 Commencement Date: The date of commencement shall be deemed to be from the date of the Plan Sanctioned from the Concerned Statutory Body and obtaining the approval from the WEST BENGAL HOUSING INDUSTRY REGULATORY AUTHORITY. However, the Developer should get and/or obtained all the sanctioned plan from the concerned statutory bodies and others approval from the others statutory authorities within twelve months from the date of execution of this Development Agreement and Power of Attorney and in case the Developer fails to obtained all the sanctioned plan and others statutory permission and/or approval within twelve months from the date of execution of this development agreement

and Power of Attorney, in that case the Owners' are at liberty to cancel this agreement and developer is bound to accept the same without raising any objection and claim. So, the date of commencement of construction of the project shall be deemed to be from the date of the sanctioned plan and other approvals from the statutory authorities or within a period of twelve months from the date of execution of this agreement and Power of Attorney, whichever is earlier.

9.5 Completion Time: With regard to time of completion of the Project, it has been agreed by and between the Parties that the Developer shall construct, erect and complete the Said Complex/Project within 36 (Thirty Six) months from the date of commencement of construction (Completion Date) provided however the Completion Date may be extended for a grace period of 6 (six) months more to complete the project and to deliver the owner's allocation share. If the Owners' allocation will not be delivered within the stated period, the Developer shall liable to pay Rs.2500/- (Two Thousand Five Hundred) per katha land per month to the Owner as compensation till the delivery of owners' allocation and Developer should pay such compensation without making any delay.

As per the discussion from the end of Dharitri Infraventure Pvt. Ltd. the developer will be liable to pay Rs. 2500/- (Two thousand Five Hundred Only) per landlord per month as compensation till the delivery of owners' allocation.

9.6 Temporary Connections: The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.

9.7 Modification of Building Plans: Any amendment or modification to the Building Plans will to be made by the Developer in consultation from

owner within the permissible limits of the Planning Authorities.

9.8 Responsibility of the Owner: The Owner will be involved in all major matters but shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owner shall co operate for successful completion of the said complex.

10. Powers and Authorities

10.1 Power of Attorney for Construction and Sale: Simultaneously with the execution of this Agreement, the Owner has granted to the Developer and/or its nominees a Power of Attorney for construction of the Said Complex and to negotiate and sale of the apartments/ flats within Developer's allocation in the said complex and receive consideration therefore and shall also issue money receipt(s) to the intending purchaser and do all necessary documentation for the sale of the said units within the developer's allocation with the intended purchaser as necessary. The Owner shall grant the power to the Developer to execute, admit and/or present, register Agreement for Sale, Deed of Conveyance or any other documents within Developer's allocation only as to be required from time to time.

10.2 Further Acts: Notwithstanding grant of the aforesaid Power of Attorney, the Owner hereby undertake that it shall be executed without any dispute as and when necessary **(1)** Agreements for Sale and Conveyances for Sale within Developer's allocation, if required **(2)** all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

11. Financials

11.1 Project Finance: The Developer, for the purpose of having financial assistance of the complex, may avail for financing of the Project (**Project Finance**) through a Bank/Financial Institution/others by mortgaging

Developer's allocation only in the said project. Such Project Finance can be secured on the construction work-in-progress/receivables. It being expressly agreed and declared that Developer and/or his nominee and/or nominees shall be solely liable and/or responsible for repayment of the said loan and/or banking facilities and in no event owner shall be liable for repayment of the same and in any event developer agrees and undertakes to indemnify the owner to that effect.

12. Dealing with Constructed Area.

12.1 Marketing: It has been agreed that the complex will be marketed mainly through marketing agent to be appointed by Developer.

12.2 Proportionate handover of the Owner's entitlement: The Developer shall upon completion of the Said Project, shall hand over the proportionate share of the owners' entitlement and/or owners' allocation. Owners' will jointly get 42% of the total sanctioned FAR or 42% of total sanctioned constructed area in the project in form of self-contained flats, garages and commercial areas with such specification approved by the appropriate authority during approval of building sanctioned plan together with the respective undivided share, rights, title and interest in the Common Parts and Amenities and underlying Land. The aforesaid 42% share will be given from each floor on alternative side in the proposed building and/or complex. Owner are also entitled 42% of Open and covered car parking area respectively as per sanctioned plan.

Further more if the Developer build/construct any type of construction in the complex/project which are not considered as FAR or not fall under the FAR, in that case the Owners' are also entitled 42% of that construction area.

If the Developer demarcated any space/portion of the project as Open Car Parking or using any portion of the project as Open car parking, in that case the Owners' are also entitled 42% of that Open Car parking.

However, after preparation of the floor plan, the flats, garages and commercial areas within the owners' allocation will be demarcated in the Floor Plan and a copy of the said demarcated floor plan will be supplied to the Owner along with a supplementary development agreement (if required) denoting the flats, garages and commercial areas within the purview of the Owners' allocation.

12.3 Possession to the Landowner : On completion of the project, the Developer will handover undisputed possession of the Owners' Allocation in form of self contained flats, garages and commercial areas with such specification approved by the appropriate authority during approval of building sanctioned plan and/or such specification which will be given to the prospective buyers' flat in the project together with all rights of the common facilities and amenities to the Owners' with possession letters and other required documents such as completion certificate, etc.

12.4 Amenities, Generator, Electricity and other Charges: The Owner will pay a lum sum amount of Rs.1,00,000/- (One Lakh) per unit at the time of taking possession of their respective share within the Owners' Allocation on account of Generator charges including installation charges, Sub-station Construction Cost and Electric Transformer installation charges including deposit demanded by the appropriate authorities, Electric meter charges, Water connection Charges including deposit, membership fees for the purpose of using amenities like Amphitheater, Club house , Chess room, Swimming Pool, Children Play Area, Community Party Lawn, community hall, Sewage Treatment, Wet & Dry Garbage Pit, Swimming Pool, Landscaped Garden, Fountain, Intercom Connectivity, Lift, Power Backup for Lift & Common Areas, 100% power backup of flat, Close Circuit TV etc. and others common amenities or facilities in the proposed project. The Developer will not claim any further amount or charges and/or any other charges from the owner on account of any other amenities or facilities in the

proposed project. In case of any requirement for addition or alteration in internal specification/s, as may be required by the owner, the additional charges for such change, if required, will be applicable and paid by the owner above named.

13. Municipal Taxes and Outgoings

13.1 Relating to Prior Period: All Municipal rates and taxes and outgoings (collectively **Rates**) on the Said Property relating to the period prior to the date of this agreement shall be borne, paid and discharged by the Owner.

14. Obligation of Developer

14.1 Completion of Development within Completion Time: The Developer shall complete the entire process of development of the Said Property within the Completion Time, subject to the force majeure clause hereinafter contained.

14.2 Compliance with Laws: The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of both the parties to this agreement to ensure compliance.

14.3 Planning, Designing and Development: The Developer shall be responsible for planning, designing and development of the Said Complex with the help of the Architect, professional bodies, contractors, etc. The entire planning, designing are to be done by the Developer.

14.4 Specifications: The Developer shall use standard quality building materials and the decision of the Architect as to the quality and standard of materials to be used shall be final and binding on the Parties.

14.5 Commencement of Project: The development of the Said Project shall commence as per the Specifications, Building Plans, schemes, rules, regulations, bye-laws and approvals of the Planning Authorities, at the sole responsibility of the Developer.

14.6 Strict Adherence by Developer: The Developer has assured the Owner that they shall implement the terms and conditions of this Agreement strictly without any violation.

14.7 Construction at Developer's Cost: The Developer shall construct and complete the Said Complex at his own costs and expenses and it will look after the day to day matters and its decision in this regard will be final and binding. Owner has no liability towards construction cost and any other cost for construct and complete the said complex/project. Developer shall construct and complete the said complex at his own cost and expenses including owners' share and/or owners' allocation with such specification approved by the appropriate authority during approval of building sanctioned plan and/or such specification which will be given to the prospective buyers' flat in the project. All the cost and/or charges for obtaining sanctioned plan, Govt. approvals and/or NOC from govt. authorities/statutory authorities and others required approvals from any other authorities for construct and complete the said complex/project will be borne by the Developer.

14.8 Responsibility for Marketing and Advertising: The Developer shall be solely responsible for marketing and advertising of the said complex. The marketing strategy, budget, selection of publicity material, media etc. shall be decided and formulated by the Developer only. All costs and expenses towards marketing and advertising of the Complex shall be borne by Developer.

14.9 Pricing: The Developer shall determine the first basic price for sale or disposal of the flats/Units/apartments within Developer's allocation in the Project keeping in view the market economics and such basic price may be revised from time to time by the Developer.

14.10 No Violation of Law: The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of the rules

applicable to construction of the Said Complex.

15. Obligations of the Owner

15.1 Co-operation with Developer: The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.

15.2 Act in Good Faith: The Owner undertakes to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.

15.3 Documentation and Information: The Owner undertakes to provide the Developer all documentation and information relating to the Said Property as may be required by the Developer from time to time.

15.4 No Obstruction in Dealing with Developer' Functions: The Owner covenants not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.

15.5 No Obstruction in Construction: The Owner hereby covenant not to cause any interference or hindrance in the construction of the Said Complex. It is clearly understood by the Owner that the Said Complex shall be constructed in phases and hence, the realization of the Co-Owners' Allocation shall also come to the Owner accordingly. However; the Developer shall inform the owner quarterly about the progress of construction of the said complex.

15.6 No Dealing with Said Property: The Owner hereby covenant not to let out, grant lease, mortgage and/or charge the Owners' Share in the Said Property or any portions thereof save in the manner envisaged by this Agreement.

15.7 Making out Marketable Title: The Owner hereby covenant that it shall make out a good, bankable and marketable title of the said land of the

Said Property and all original title related papers and documents shall be kept with the Owner, which will be presented to the Developer as and when demanded.

15.8 Co-operations: Co- Operate in planning; discuss all major policy matter if required and other act as referred in this joint development agreement.

16. Indemnity

16.1 By the Developer: The Developer hereby indemnify and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the Said Complex including any act of neglect or default of the Developer's consultants and employees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

16.2 By the Owner: The Owner hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owner being incorrect.

17. Limitation of Liability

17.1 No Indirect Loss: Notwithstanding anything to the contrary herein, neither the Developer nor the Owner shall be liable in any circumstances whatsoever to each other for any indirect or consequential loss suffered or incurred.

18. Miscellaneous

18.1 Parties Acting under Legal Advice: Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in

pursuance hereof and the other Party shall not be responsible for the same.

18.2 Essence of Contract: In addition to time, the Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

18.3 Valid Receipt: The Owner shall pass valid receipts for all amounts paid under this Agreement, if any.

18.4 Additional Authority: It is understood that from time to time to facilitate the uninterrupted construction of the Said Complex by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been made herein. The Owner hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer **provided that** all such acts, deeds, matters and things do not in any way infringe on the rights of the Owner and/or go against the spirit of this Agreement.

18.6 Further Acts: The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

18.7 Name of Said Complexes: The name of the Said Complex shall be prefixed with the word '**DHARITRI BROOKHAVEN**' or as decided by the Developer in consultation with the Owner.

19. Defaults

19.1 Cancellation of the Agreement: The Parties shall be entitled to cancel or rescind this Agreement in case the other part to this Agreement

fails or neglect to perform their obligations. In the event of any default on the part of either Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages.

20. Force Majeure

20.1 Meaning: Force Majeure Events shall include the following:

- (a) Act of war, hostilities (whether be declared or not), invasion, act of foreign enemies, armed conflict blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage.
- (b) Rebellion, terrorism, revolution, insurrection, military or usurped power or civil war.
- (c) Riot, commotions or other civil disorders.
- (d) Any act, restraint or regulation of any Governmental instrumentality including any local state or central government of India or any department, or agency thereof including (i) Any act, regulation or restraint constituting a change in law. (ii) Any failure by a competent authority to grant or renew any license, permit or clearance within reasonable time (other than for cause) after application having been duly made or (iii) the imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority.
- (e) Any local issues which may hamper the implementation of the project.
- (f) Flood, cyclone, lightning, earthquake, draught, storm or any other effect of natural elements.
- (g) Epidemic, famine or plague.
- (h) Radioactive contamination or ionizing radiation.
- (i) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof.
- (j) Strike, lockout or other labour difficulties.
- (k) Legal proceedings or any other order, rule or notification issued by the competent authorities effecting the development of the project.

20.2 Reasonable Endeavour's: The Party claiming to be prevented or delayed in the performance of any of their/its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavours to bring the event of Force Majeure to a close or to find a solution by which this Agreement may be performed despite the continuance of the event of Force Majeure.

21. Counterparts

21.1 All Originals: This Agreement is being executed and the original shall be retained by Developer till completion of the project.

22. Severance

22.1 Partial Invalidity: If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22.2 Deletion of Invalid Provision: If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.

22.3 Reasonable Endeavour for Substitution: The Parties agree, in the circumstances referred above, to use all reasonable endeavours to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The

obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

23. Transfer of Units

23.1 Transfer of Units: In consideration of the Developing Owner constructing the said Project, the Co-Owners shall either through itself or through the Developer as constituted attorney; execute deeds of conveyances of the undivided share in the land contained in the Said Property as be attributable to the respective Units in favour of the Transferees thereof, in such part or parts as shall be required by the Developing Owner. Such deeds of conveyances relating to any block shall be executed by the Co-Owners or their Constituted Attorney.

23.2 Cost of Transfer: The costs of conveyances and the stamp duty and registration fees (including deficit stamp duty and registration fees) and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.

23.3 Possession to Transferees and Dealing with Unsold Units: The possession of Units to the Transferees shall be delivered progressively. At the end of the Project i.e. upon issuance of the Completion Certificate, if there are any unsold Units in the hands of the Developing Owner, then the Parties hereto shall discuss and mutually decide the manner for either handing over such unsold areas to the parties respectively or otherwise. In case possession is made over to any proposed Transferee prior to receipt of Occupancy Certificate, then the Developing Owner alone shall be responsible for the same without any liability of the Co-Owners and shall keep the Co-Owners fully indemnified in this regard.

24. Reservation of Rights

24.1 Right to Waive: Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.

24.2 Forbearance: No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

24.3 No Waiver: Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

24.4 No Continuing Waiver: A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfilment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

25. Amendment/Modification

25.1 Express Documentation: 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.

26. Notice

26.1 Mode of Service: Any notice or other written communication given

under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or sent by prepaid recorded delivery, or registered post with acknowledgement due or through courier service to the proper address as mentioned in clause 3 and 4 herein above and for the attention of the relevant Party (or such other address as is otherwise notified by each Party from time to time). The Owner shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to the owner.

26.2 Time of Service: Any such notice or other written communication shall be deemed to have been served:

26.2.1 Personal Delivery: If delivered personally, at the time of delivery.

26.2.2 Registered Post: 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/service provider shall be deemed to have been served upon the addressee.

26.2.3 Facsimile: 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.

26.3 Proof of Service: 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/service provider 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.

27. Arbitration

27.1 Disputes and Pre-referral Efforts: The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavours to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

27.2 Conduct of Arbitration Proceeding: The Parties irrevocably agree that:

27.2.1 Place: The place of arbitration shall be Kolkata only.

27.2.2 Language: The language of the arbitration shall be English.

27.2.3 Interim Directions: The Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes.

27.2.4 Procedure: The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.

27.2.5 Binding Nature: The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

27.2.6 Appointment: Sole Arbitrator to be appointed by the Legal Advisor of the both the parties.

28. Jurisdiction

28.1 Court: In connection with the aforesaid arbitration proceedings, the courts at Kolkata only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

29. Rules of Interpretation

29.1 "Act" means the West Bengal Housing Industry Regulation Act, 2017 [West Ben. Act. XLI of 2017) or any other prevailing acts that may be ;

29.2 "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

29.3 "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;

29.4 "Section" means a section of the Act.

29.5 "Statutes": In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

29.6 Number: In this Agreement, any reference to singular includes plural and vice-versa.

29.7 Gender: In this Agreement, words denoting any gender including all other genders.

29.8 Party: In this Agreement, any reference to a Party is to a party to this Agreement.

29.9 Clause or Paragraph: In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be

incorporated in this Agreement.

29.10 Including: In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.

29.11 Headings: In this Agreement, the heading 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 Agreement.

29.12 Definitions: In this Agreement, the words put in brackets and in bold prints define the word, phrase and expression immediately preceding.

**SCHEDULE - 1
(Said Property)**

ALL THAT in aggregate vacant "BASTU" land admeasuring **01.6349 (One point Six Three Four Nine) Decimal**, more or less equivalent to approximately 1 Cottah more or less which is equivalent to 66.148054 Square Meter approx. comprised in R.S./L.R Dag Nos. 2343 and 2349, recorded in R.S./L.R Khatian Nos. 6800, in Mouza - Patharghata, J.L.NO. 36, under Patharghata Gram Panchayat, within the jurisdiction of Police Station- Rajarhat, District: North 24 Parganas, State of West Bengal and butted and bounded as follows:

On the North : BY R.S./L.R. DAG Nos. - 2346 & 2342

On the South : BY R.S./L.R. DAG Nos. - 2342 & 2350

On the East : R.S. Dag No. 2341

On the West : Part of R.S. Dag No. 2348

SL. NO.	Name of the Owner	L.R. DAG NOS.	TOTAL AREA IN DAG	L.R. KHATIAN NO.	AREA OWNED (in decimal)	CLASSIFICATION
3.1	SYED AKTAR ALI	2343	11	6800	0.81745	Bastu
		2349	12		0.81745	
				TOTAL	1.6349 decimal	

SCHEDULE - 2
(Devolution of Titles)

THE OWNER NO. 3.1 BECAME THE OWNER OF THE SCHEDULED PROPERTY IN THE MANNER SPECIFIED HEREUNDER:-

DEVOLUTION OF DAG NO. 2343:-

1. **Ownership of Mansur Ali Laskar:** The owner namely **Mansur Ali Laskar**, was the recorded owner of ALL THAT piece and parcel of land admeasuring 11 decimals in L.R. Dag Nos. 2343 comprised in L.R. Khatian Nos. 2260 along with other dags in Mouza – Patharghata, J.L. No. – 36, Police Station – Rajarhat, within the ambit of the Patharghata Gram Panchayet.
2. **Sale by Mansur Ali Laskar :** The owner being the recorded of ALL THAT piece and parcel of land admeasuring 11 decimals in L.R. Dag Nos. 2343 comprised in L.R. Khatian Nos. 2260 in Mouza – Patharghata, J.L. No. – 36, Police Station – Rajarhat, within the ambit of the Patharghata Gram Panchayet, sold, transferred and conveyed the entire share in L.R. Dag No. 2343 in favour of 1) RDB Builders Pvt. Ltd., 2) Kirti Enclave Pvt. Ltd., 3) Shree Bhomiya Builders Pvt. Ltd., 4) Rajnikant C Dani, 5) Kirti R Dani, 6) Ashish R Dani, 7) BLD Consultancy Services Pvt. Ltd., 8) Alfa Vanijya Pvt. Ltd., vide Deed No. 07177 for the year 2008 dated 16th August, 2007, recorded Book – I, Volume No. 7, Pages –6622 to 6636, registered with the office of Additional District Sub Registrar – Bidhannagar, North 24 Parganas.
3. **Mutation by 1) RDB Builders Pvt. Ltd., 2) Kirti Enclave Pvt. Ltd., 3) Shree Bhomiya Builders Pvt. Ltd., 4) Rajnikant C Dani, 5) Kirti R Dani, 6) Ashish R Dani, 7) BLD Consultancy Services Pvt. Ltd., 8) Alfa Vanijya Pvt. Ltd. :** After purchase of the above mentioned land in L.R. Dag Nos. 2343 along with another dag, the above named by 1) RDB Builders Pvt. Ltd., 2) Kirti Enclave Pvt. Ltd., 3) Shree Bhomiya Builders Pvt. Ltd., 4) Rajnikant C Dani, 5) Kirti R Dani, 6) Ashish R Dani, 7) BLD

Consultancy Services Pvt. Ltd., 8) Alfa Vanijya Pvt. Ltd. duly recorded their names in the Record of Rights with the Concerned Block Land and Land Reforms Office. Subsequently L.R. Khatian Nos. 4882, 4883, 4884, 4885, 4886, 4887, 4888 and 4889 respectively were issued in favour of the above named owner.

4. **Sale by 1) RDB Builders Pvt. Ltd., 2) Kirti Enclave Pvt. Ltd., 3) Shree Bhomiya Builders Pvt. Ltd., 4) Rajnikant C Dani, 5) Kirti R Dani, 6) Ashish R Dani, 7) BLD Consultancy Services Pvt. Ltd., 8) Alfa Vanijya Pvt. Ltd.** - Having seized and possessed and being the absolute and recorded owner of the ALL THAT piece of parcel of land admeasuring 11 decimal in R.S./L.R. Dag No. 2343 along with other dags comprised in L.R. Khatian nos. 4882, 4883, 4884, 4885, 4886, 4887, 4888 and 4889, the said owner sold, conveyed and transfer their entire share of land in favour of Owner No. 3.1 named herein above along with others contained therein, by virtue of a Deed of Conveyance registered with the office of the Additional District Sub-Registrar at Rajarhat, recorded in the Book No. I, Volume No. 1523-2018, Pages - 455348 to 455700, Being No. 152313710 for the year 2018 dated 6th December, 2018.

5. **Ownership of Owner nos. 3.1-** After jointly purchasing the said land in R.S./L.R. Dag No. 2343, Mouza - Patharghata, J.L. No. 36, Police Station - Rajarhat, P.O. - Patharghata, within the ambit of Patharghata Gram Panchayet, the Owner no. 3.1 got his name recorded in the Record of Rights with the concerned Block Land & Land Reforms Office and became the owners of the said land in the following manner:

Sl. No.	Name of the Owner	R.S./L.R. Dag No.	L.R. Khatian No.	Total Area of Land (in decimal)	Saleable Area in all Khatian Equal Share (in decimal)
1.	SYED AKTAR ALI (Owner No. 3.1)	2343	6800	11	0.81745
TOTAL					0.81745

DEVOLUTION OF DAG NO. 2349:-

- 1. Ownership of 1) Ansar Ali Laskar, 2) Muktajan Bibi, 3) Johara Bibi,, 4) Jarina Bibi, 5) Lal Banu Bibi :** The owners namely 1) Ansar Ali Laskar, 2) Muktajan Bibi, 3) Johara Bibi, 4) Jarina Bibi, 5) Lal Banu Bibi, were the recorded owners of ALL THAT piece and parcel of land admeasuring 12 decimals in L.R. Dag Nos. 2349 comprised in L.R. Khatian Nos. 2594, 2595, 2596, 2597 and 2598 along with other dags in Mouza - Patharghata, J.L. No. - 36, Police Station - Rajarhat, within the ambit of the Patharghata Gram Panchayet.
- 2. Sale by 1) Ansar Ali Laskar, 2) Muktajan Bibi, 3) Johara Bibi,, 4) Jarina Bibi, 5) Lal Banu Bibi :** The owners being the recorded of ALL THAT piece and parcel of land admeasuring 12 decimals in L.R. Dag Nos. 2349 comprised in L.R. Khatian Nos. 2594, 2595, 2596, 2597 and 2598 along with other dags in Mouza - Patharghata, J.L. No. - 36, Police Station - Rajarhat, within the ambit of the Patharghata Gram Panchayet, sold, transferred and conveyed the entire share in L.R. Dag No. 2349 along with another Dagin favour of 1) RDB Builders Pvt. Ltd., 2) Kirti Enclave Pvt. Ltd., 3) Shree Bhomiya Builders Pvt. Ltd., 4) Rajnikant C Dani, 5) Kirti R Dani, 6) Ashish R Dani, 7) BLD Consultancy Services Pvt. Ltd., 8) Alfa Vanijya Pvt. Ltd., vide Deed No. 5633 for the year 2008 dated 3rd September, 2007, recorded Book - I, Volume No. 7, Pages - 6278 to 6293, registered with the office of District Sub Registrar - II, North 24 Parganas.
- 3. Mutation by 1) RDB Builders Pvt. Ltd., 2) Kirti Enclave Pvt. Ltd., 3) Shree Bhomiya Builders Pvt. Ltd., 4) Rajnikant C Dani, 5) Kirti R Dani, 6) Ashish R Dani, 7) BLD Consultancy Services Pvt. Ltd., 8) Alfa VanijyaPvt. Ltd. :** After purchase of the above mentioned land in L.R. Dag Nos. 2349 along with another dag, the above named by 1) RDB Builders Pvt. Ltd., 2) Kirti Enclave Pvt. Ltd., 3) Shree Bhomiya Builders Pvt. Ltd., 4) Rajnikant C Dani, 5) Kirti R Dani, 6) Ashish R Dani, 7) BLD Consultancy Services Pvt. Ltd., 8) Alfa VanijyaPvt. Ltd. duly recorded their names in the Record of Rights with the Concerned Block Land and Land Reforms Office. Subsequently L.R. Khatian Nos. 4882, 4883, 4884, 4885, 4886, 4887, 4888 and 4889 respectively were issued in favour of the above named owners.
- 4. Sale by 1) RDB Builders Pvt. Ltd., 2) Kirti Enclave Pvt. Ltd., 3) Shree Bhomiya Builders Pvt. Ltd., 4) Rajnikant C Dani, 5) Kirti R Dani, 6) Ashish R Dani, 7) BLD Consultancy Services Pvt. Ltd., 8) Alfa Vanijya**

Pvt. Ltd. - Having seized and possessed and being the absolute and recorded owner of the ALL THAT piece of parcel of land admeasuring 23 decimal in R.S./L.R. Dag No. 2349 comprised in L.R. Khatian nos. 4882, 4883, 4884, 4885, 4886, 4887, 4888 and 4889, the said owners sold, conveyed and transfer their entire share of land in favour of Owner No. 3.1 named herein above by virtue of a Deed of Conveyance registered with the office of the Additional District Sub-Registrar at Rajarhat, recorded in the Book No. I, Volume No. 1523-2018, Pages - 455348 to 455700, Being No. 152313710 for the year 2018 dated 6th December, 2018.

5. **Ownership of Owner no. 3.1-** After jointly purchasing the said land in R.S. L.R. Dag No. 2349, Mouza - Patharghata, J.L. No. 36, Police Station - Rajarhat, P.O. - Patharghata, within the ambit of Patharghata Gram Panchayet, the Owner no. 3.1 got his name recorded in the Record of Rights with the concerned Block Land & Land Reforms Office and became the owner of the said land in the following manner:

Sl. No.	Name of the Owner	R.S./L.R. Dag No.	L.R. Khatian No.	Total Area of Land (in decimal)	Salcable Area in all Khatian Equal Share (in decimal)
1.	SYED AKTAR ALI (Owner No. 3.1)	2349	6800	12	0.81745
TOTAL					0.81745

QUANTUM OF LAND IN THE NAME OF THE OWNER NO. 3.1:

SL. NO.	Name of the Owner	L.R. DAG NOS.	TOTAL AREA IN DAG	L.R. KHATIAN NO.	AREA OWNED (in decimal)	CLASSIFICATION
3.1	SYED AKTAR ALI	2343	11	6800	0.81745	Bastu
		2349	12		0.81745	
				TOTAL	1.6349 decimal	

SCHEDULE - 3
(SPECIFICATION OF CONSTRUCTION)

FOUNDATION:-

R.C.C. Pile foundation (Pile)

FLOORS:-

The entire floors of the proposed Housing Complex will be provided with branded Company's Floor Tiles.

WALLS:-

Outer wall 8" thick, inner wall 4" thick & partition wall between each flat 4" thick.

DOORS:-

4" x 2.5" section Door Frame made with Malaysian Sal Wood, Panel Wooden Main door with polish finishes and to be fixed with Godrej Night Latch and MAGIC EYE, 32 mm. ISI Marked Flush Door finished with Wood Primer, PVC Door in Toilets with necessary Handles, Screws and fittings of ISI Marked.

WINDOWS:-

Aluminium Sliding Windows With M.S. Grill.

KITCHEN:-

Cooking platform made with Black granite SLAB fitted with Stainless Steel Sink and one Long Body Bib Cock with arrangement. One additional Bib Cock will be provided under the Sink 2' ft. height glazed tiles in front of Cooking Platform, One Exhaust Fan point with Cover, One light point and One 15 AMP Power point for Mixer Grinder, one refrigerator electrical point.

TOILETS:-

8" x 12" Glazed tiles in walls up to Door frame level, Concealed PVC /CPVC. Pipe line for hot and cold water, Geyser point, **One Exhaust Fan point with Cover**, Shower point with necessary C.P. Fitting of Branded and White Porcelain Commode for Common Toilet and a plain white commode for Attached Toilet of with necessary fitting and white PVC Cistern of same Make. **One basin in bathroom.**

SANITARY:-

All sanitary lines both vertical & horizontal for each and every kitchen & toilets of each flat will be finished with Supreme make SWR pipe & fittings.

PLUMBING:-

¾" or ½" diameter concealed PVC Pipe & Fittings will be provided in Kitchen & Toilets, 1.5" diameter PVC Pipe, Fitting & necessary Valves (ISI Marked) will be provided for 24 hours water supply from overhead reservoir to each

flat.

ELECTRICALS:-

All wiring including T.V. & Telephone connections will be concealed by PVC Conduit with PVC Insulated Cables of necessary Gauge and specification of Finolex Brand along with Finger Tips Switch, Plug points and 15 Amp. Power points, AC Points in every bed room, MCB of ISI Marked.

INTERIOR WALL COATS:-

All interiors walls will be finished with of Plaster of Paris.

EXTERNAL PAINTS:-

External walls will be finished with Exterior Acrylic Emulsion.

ROOF TREATMENT:-

The entire roof surface of the proposed Housing Complex will be provided with 10" x 10" water proof roof tiles necessary water-proofing chemical treatment.

SCHEDULE - 4

EXTERNAL AMENITIES:

- a) Play Ground
- b) Amphitheater
- c) Club house
- d) Chess room
- e) Children Play Area
- f) Community Party Lawn
- g) Sewage Treatment
- h) Maintenance Office
- i) Housekeeping Facilities
- j) Wet & Dry Garbage Pit
- k) Swimming Pool
- l) Landscaped Garden
- m) Fountain
- n) Garden Walkway
- o) Intercom Connectivity
- p) Power Backup for Lift & Common Areas
- q) Guard house
- r) Close Circuit TV

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first above written

SIGNED AND DELIVERED by
the within named OWNER in
the presence of:

1. *Majid M-2*
Garia - Kot 89

Syed Akbar Ali

SIGNED AND DELIVERED by
the within named
DEVELOPER in the presence
of:

Dharitri Infraventure Pvt. Ltd.

Banush
Director

WITNESSES:

(1) *Taniya DeY*
D/O - *Dilip Kh. DeY*
DN 51, Salt Lake, Kat-91

(2) *Sagan Ray*
S/O - *T. Ray*
DN- 51, Salt Lake, Kat-91


Dharitri Infraventure Pvt. Ltd.

Shing
Director

Drafted by me
Xenab Ray,

Advocate
Alipore Criminal Court
F/2021/1523/2011

TEN FINGER PRINT

 <i>Syed Anwar Ali</i>					
	Left Hand				
					
	Right Hand				
 <i>Dawood</i>					
	Left Hand				
					
	Right Hand				
 <i>Javed</i>					
	Left Hand				
					
	Right Hand				

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SYED AKTAR ALI
SYED ABDUL AZIZ
03/03/1983

Permanent Account Number

AIEPA0945Q

Syed Aktar Ali
Signature



Syed Aktar Ali



ভারতীয় বিশিষ্ট পরিচয় প্রমাণকরণ

ভারত সরকার

Unique Identification Authority of India

Government of India

ভাণ্ডারিকার আই ডি / Enrollment No.: 1447/12390/08291

To

অক্তার আলি সৈয়দ
Aktar Ali Syed
S/O: Abdul Ali Syed
Falepur
Uuberla
Howrah Howrah
West Bengal 711315
8881934112

17/02/2017

23/02/14



MD234297464FH



আপনার আধার সংখ্যা / Your Aadhaar No. :

3229 6725 1116

আমার আধার, আমার পরিচয়



ভারত সরকার
Government of India

অক্তার আলি সৈয়দ
Aktar Ali Syed
জন্ম তারিখ / DOB : 02/03/1983
সুন্দর / Male



3229 6725 1116

আমার আধার, আমার পরিচয়

Syed Aktar Ali



ভূখ্যা

- আখার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

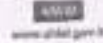
INFORMATION

- Aadhaar is proof of identity, not of citizenship .
- To establish identity, authenticate online .

- আখার সারা দেশে মান্য।
- আখার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .



3229 6725 1116



Handwritten signature and text at the bottom left of the page.



Dharitri Infraventure Pvt. Ltd.

Director

Dharitri Infraventure Pvt. Ltd.

Director



Bansal



भारत सरकार
GOVERNMENT OF INDIA



श्रीमती
Dipanwita Samanta
आई.डी.एन.ए. 2109/1985
लिंग: FEMALE
Mobile No: 8013014445

3572 4538 9481
VID: 19140 8882 7893 037



भारत सरकार, दिल्ली

Dipankar

संघीय विभाग
भारत सरकार
INCOME TAX DEPARTMENT
GOVT. OF INDIA



संघीय विभाग
भारत सरकार
Income and Account Number Card
CIEPS02140

व्यक्ति का नाम
VICKY SINGH

व्यक्ति का पता
HIGHLIGHT JUNCION



23/09/2015

Handwritten signature in blue ink: *Vicky Singh*



Vicky Singh
Date of Birth/DOB: 29/09/1985
Male/ MALE

6579 1324 6457



आरक्षण कार्ड, आरक्षण परिषद



एन.ओ.एस. इंडिया
NATIONAL INSTITUTE OF OPEN SCHOOLING OF INDIA

Address

S/O Late Ranjit Singh S/o/1, Bagmari
Road, Near Akhayan Sahgno Math,
Bagmari, Kankurabati, Kolkata,
West Bengal 700005



res@nios.gov.in



www.nios.gov.in P.O. Box No. 1987,
Bengaluru-560 001



1800 206 1947


 সরকার গণপ্রজাতন্ত্রী বাংলাদেশ
 GOVERNMENT OF WEST BENGAL


 নামঃ সোহাগ
 Sagar Bera
 জন্মতারিখ/DOB: 13/02/1997
 পুরুষ/ MALE



3047 7353 3220

আমার আধার, আমার পরিচয়

SAGAR BERA


 মার্কিনীকৃত পরিচয় ব্যবস্থার আওতাধীন
 UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
 এম/সি: দীপক বেরা, দীনেশ পল্লী,
 কোলকাতা, পূর্ব পুরনোবাজারী, মহানগর ২৪
 পার্শ্বাঞ্চল,
 পশ্চিম বঙ্গ - 700093

Address:
 S/O: Dipak Bera, DINESH PALLY,
 KOLKATA, Furba Pataly, South 24
 Parganas,
 West Bengal - 700093



3047 7353 3220






112 UIDAI Helpline
 www.uidai.gov.in

Major Information of the Deed




Deed No :	I-1523-13957/2019	Date of Registration	26/11/2019
Query No / Year	1523-0001799745/2019	Office where deed is registered	
Query Date	24/11/2019 3:55:14 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	Arnab Dey Jadavpur, District : South 24-Parganas, WEST BENGAL, PIN - 700032, Mobile No. : 9062351414, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 6,53,960/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,070/- (Article 48(g))	Rs. 21/- (Article E, E)		
Remarks			

Land Details :

District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Patharghata, JI No: 36, Pin Code : 700135

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2343	LR-6800	Bastu	Bastu	0.81745 Dec	1/-	3,26,980/-	
L2	LR-2349	LR-6800	Bastu	Bastu	0.81745 Dec	1/-	3,26,980/-	
		TOTAL :			1.6349Dec	2 /-	6,53,960 /-	
	Grand Total :				1.6349Dec	2 /-	6,53,960 /-	
















Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	SYED AKTAR ALI Son of Syed Abdul Aziz Executed by: Self, Date of Execution: 26/11/2019 , Admitted by: Self, Date of Admission: 26/11/2019 ,Place : Office			
		26/11/2019	LTI 26/11/2019	26/11/2019
Fatepur, P.O:- Uluberia, P.S:- Uluberia, District:-Howrah, West Bengal, India, PIN - 711315 Sex: Male, By Caste: Muslim, Occupation: Service, Citizen of: India, PAN No.:: AIEPA0945Q, Aadhaar No: 32xxxxxxxx1116, Status :Individual, Executed by: Self, Date of Execution: 26/11/2019 , Admitted by: Self, Date of Admission: 26/11/2019 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	DHARITRI INFRAVENTURE PRIVATE LIMITED DN-51, Merlin Infinite Building, 6th Fl, Unit-606, P.O - Electronic Complex, P.S - East Bidhannagar, District-North 24-Parganas, West Bengal, India, PIN - 700091 . PAN No. : AAFCD3234P, Aadhaar No Not Provided by UIDAI, Status Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature											
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> DIPANWITA SAMANTA Wife of Suman Jana Date of Execution - 26/11/2019, , Admitted by: Self, Date of Admission: 26/11/2019, Place of Admission of Execution: Office </td> <td>  <small>Nov 26 2019 1:01PM</small> </td> <td>  <small>LTI 26/11/2019</small> </td> <td>  <small>26/11/2019</small> </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	DIPANWITA SAMANTA Wife of Suman Jana Date of Execution - 26/11/2019, , Admitted by: Self, Date of Admission: 26/11/2019, Place of Admission of Execution: Office	 <small>Nov 26 2019 1:01PM</small>	 <small>LTI 26/11/2019</small>	 <small>26/11/2019</small>	196, Canal Street, 4th Fl., Near Sreebhumi Sporting Club, P.O:- Sreebhumi, P.S:- Lake Town, District-North 24-Parganas, West Bengal, India, PIN - 700048, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: CFRPS3473K, Aadhaar No: 35xxxxxxxx9481 Status : Representative, Representative of : DHARITRI INFRAVENTURE PRIVATE LIMITED (as Director)		
Name	Photo	Finger Print	Signature									
DIPANWITA SAMANTA Wife of Suman Jana Date of Execution - 26/11/2019, , Admitted by: Self, Date of Admission: 26/11/2019, Place of Admission of Execution: Office	 <small>Nov 26 2019 1:01PM</small>	 <small>LTI 26/11/2019</small>	 <small>26/11/2019</small>									
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> VICKY SINGH (Presentant) Son of Late Ranjit Singh Date of Execution - 26/11/2019, , Admitted by: Self, Date of Admission: 26/11/2019, Place of Admission of Execution: Office </td> <td>  <small>Nov 26 2019 1:01PM</small> </td> <td>  <small>LTI 26/11/2019</small> </td> <td>  <small>26/11/2019</small> </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	VICKY SINGH (Presentant) Son of Late Ranjit Singh Date of Execution - 26/11/2019, , Admitted by: Self, Date of Admission: 26/11/2019, Place of Admission of Execution: Office	 <small>Nov 26 2019 1:01PM</small>	 <small>LTI 26/11/2019</small>	 <small>26/11/2019</small>	5/H/1, Bagman Road, P.O:- Kankurgachi, P.S:- Phulbagan, District:-Kolkata, West Bengal, India, PIN - 700054, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No. : CIEPS6214G, Aadhaar No: 65xxxxxxxx6457 Status : Representative, Representative of : DHARITRI INFRAVENTURE PRIVATE LIMITED (as Director)		
Name	Photo	Finger Print	Signature									
VICKY SINGH (Presentant) Son of Late Ranjit Singh Date of Execution - 26/11/2019, , Admitted by: Self, Date of Admission: 26/11/2019, Place of Admission of Execution: Office	 <small>Nov 26 2019 1:01PM</small>	 <small>LTI 26/11/2019</small>	 <small>26/11/2019</small>									

Identifier Details :

Name	Photo	Finger Print	Signature
SAGAR BERA Son of DIPAK BERA DN - 51, SALT LAKE CITY, P.O:- SECH BHAWAN, P.S - East Bidhannagar, District-North 24-Parganas, West Bengal, India, Pin - 700091	 <small>26/11/2019</small>	 <small>26/11/2019</small>	 <small>26/11/2019</small>

Identifier Of SYED AKTAR ALI, DIPANWITA SAMANTA, VICKY SINGH

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	SYED AKTAR ALI	DHARITRI INFRAVENTURE PRIVATE LIMITED-0.81745 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	SYED AKTAR ALI	DHARITRI INFRAVENTURE PRIVATE LIMITED-0.81745 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S. - Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Patharghata, JI No: 36, Pin Code: 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2343, LR Khatian No:- 6800	Owner:সৈয়দ আখতার আলি, Gurdian:সৈয়দ আব্দুল আজি, Address:নিজ , Classification:শালি,	SYED AKTAR ALI
L2	LR Plot No:- 2349, LR Khatian No:- 6800	Owner:সৈয়দ আখতার আলি, Gurdian:সৈয়দ আব্দুল আজি, Address:নিজ , Classification:শালি, Area 0.01000000 Acre,	SYED AKTAR ALI

Endorsement For Deed Number : 1 - 152313957 / 2019

On 25-11-2019

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 6,53,960/-

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

On 26-11-2019

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 11:45 hrs on 26-11-2019, at the Office of the A.D.S.R. RAJARHAT by VICKY SINGH ..

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

Execution is admitted on 26/11/2019 by SYED AKTAR ALI, Son of Syed Abdul Aziz, Fatepur, P.O: Uluberia, Thana: Uluberia, Howrah, WEST BENGAL, India, PIN - 711315, by caste Muslim, by Profession Service

Indetified by SAGAR BERA, . . Son of DIPAK BERA, DN - 51, SALT LAKE CITY, P.O: SECH BHAWAN, Thana: East Bidhannagar, . North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by profession Service

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

Execution is admitted on 26-11-2019 by DIPANWITA SAMANTA, Director, DHARITRI INFRAVENTURE PRIVATE LIMITED, DN-51, Merlin Infinite Building, 6th Fl, Unit-606, P.O.- Electronic Complex, P.S.- East Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN - 700091

Identified by SAGAR BERA, . . Son of DIPAK BERA, DN - 51, SALT LAKE CITY, P.O: SECH BHAWAN, Thana: East Bidhannagar, . North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by profession Service

Execution is admitted on 26-11-2019 by VICKY SINGH, Director, DHARITRI INFRAVENTURE PRIVATE LIMITED, DN-51, Merlin Infinite Building, 6th Fl, Unit-606, P.O.- Electronic Complex, P.S.- East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700091

Identified by SAGAR BERA, . . Son of DIPAK BERA, DN - 51, SALT LAKE CITY, P.O: SECH BHAWAN, Thana: East Bidhannagar, . North 24-Parganas, WEST BENGAL, India, PIN - 700091, 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 25/11/2019 6.28PM with Govt. Ref. No. 192019200098507091 on 25-11-2019, Amount Rs: 21/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 13536113 on 25-11-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 5,020/-

Description of Stamp

1. Stamp Type: Impressed, Serial no 3514, Amount: Rs.50/-, Date of Purchase: 20/11/2019, Vendor name: BISWAJIT CHAKRABORTY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 25/11/2019 6.28PM with Govt. Ref. No. 192019200098507091 on 25-11-2019, Amount Rs: 5,020/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 13536113 on 25-11-2019, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2019, Page from 563247 to 563297

being No 152313957 for the year 2019.



Digitally signed by SANJOY BASAK
Date: 2019.12.04 17:25:21 +05:30
Reason: Digital Signing of Deed.

(Sanjoy Basak) 2019/12/04 05:25:21 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)