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GRN.: 19-201920-006782823-4

Certified that the Endorsement Sheet's and the Signature Sheet's attached to this Document are part of the Document.

[Handwritten Signature]

Additional District Sub-Registrar
Raniganj, Paschim Bardhaman

Mahadeo Shaw.
Urmila Devi Bhalotia

[Handwritten Signature]

For, Devashipi Estate Developers Pvt. Ltd.

Director

[Handwritten Signature]

03 SEP 2019

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this the 03rd day of September Two Thousand and NINETEEN.

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[Handwritten Signature]

SERIAL No. 966 DATE 26/04/2019
PURCHASERS NAME DENA SMLPI Estate DEVELOPERS PVT LTD
ADDRESS KOLKATA-13
DISTRICT KOLKATA-13
STAMP PURCHASED FROM ASANSOL
TREASURY ON DATED 23 APR 2019
VALUE OF THE STAMP 7050 RS

Ashis Mondal

STAMP VENDOR- SRI ASHIS MONDAL
A. D. S. R. OFFICE, RANIGANJ
No.- 2 (2005-06)



[Signature]

Additional District Sub-Registrar
Raniganj, Paschim Bardhaman

03 SEP 2019

BETWEEN

The First Owner No. 1] MR. MAHADEO SHAW (having Income Tax PAN No: **AKOPS3477K**) Son of Late Hiralal Shaw, by faith-Hindu, Nationality-Indian, by Occupation Business, Resident of Dr. G.C. Ghosh Road, Raniganj, P.O. & P.S. Raniganj, Sub-Division Asansol, District Paschim Bardhaman, Pin No. 713347, within the State of West Bengal **AND Second Owner No. 2] MRS. URMILA DEVI BHALOTIA** (having Income Tax PAN No: **ADJPB3262D**) Wife of Shri Shyam Narayan Bhalotia, by faith-Hindu, Nationality-Indian, a Housewife, of Suit No. 50, 2nd Floor, Karnani Estate 209, A.J.C.Bose Road, P.O. Circus Avenue, P.S: Beniapukur, District-Kolkata, PIN No. 700017, in the State of West Bengal, **AND third Owner No. 3] MR. SHYAM NARAYAN BHALOTIA** (having Income Tax PAN No: **ADEPB5474A**) Son of Late Shiwkaran Das Bhalotia, by faith-Hindu, Nationality-Indian, by Occupation Business, of Suit No. 50, 2nd Floor, Karnani Estate, 209, A.J.C.Bose Road, P.O. Circus Avenue, P.S: Beniapukur, District- Kolkata, PIN No. 700017, in the State of West Bengal here-in-after jointly and severally called the **"OWNERS/ FIRST PARTY"** (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include all their legal representatives, executors, administrators, successors-in-interest and assigns) of the **ONE PART**.

AND

M/S DEVASHILPI ESTATE DEVELOPERS PRIVATE LIMITED [CIN # U70100WB2008PTC126466], Registered under the company Act (1956) 2013, having it's registered office at 209, A.J.C. Bose Road, Karnani Estate, Suite No.50, 2nd Floor, Kolkata -700017 within the State of West Bengal, having Income Tax PAN No. **AACCD8997N** represented by its Director **SRI SACHIN KUMAR BHALOTIA [PAN No : AFTPB8896B]** Son of Sri Shyam Narayan Bhalotia, by faith Hindu, Nationality-Indian, by Occupation Professional, of Suit No. 50, 2nd Floor, Karnani Estate, 209, A.J.C.Bose Road, P.O. Circus Avenue, P.S: Beniapukur, District- Kolkata, PIN No. 700017, in the State of West Bengal, hereinafter referred to as the **'DEVELOPER'** (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, nominees and/or assigns) of the **OTHER PART**.

PARTIES" shall mean collectively the Owners and the Developer and **"PARTY"** means all the Owners collectively and the Developer individually.

WHEREAS

- A) The Owners/First Party purchased land, a divided demarcated portion of Plot No. LR-48 [RS-38] and LR-50 [RS-40] situated in the District of Paschim Bardhaman, Additional District Sub-Registry Office- Raniganj, P.S. -Raniganj, Municipality- Raniganj, Sub-Division-Asansol, Mouza-Searsole, J.L.No.17, PIN Code-713358, West Bengal mentioned in **SEVENTH SCHEDULE** by the **First Owner 1) Mr. Mahadeo Shaw** by virtue of registered deed being No. **00393 of 1986 & 988 of 1998** measuring 42 Satak (Approx 25 Cottaha 06 Chittacks 23 Square feet), by the **Second Owner 2) Mrs. Urmila Devi Bhalotia** by virtue of registered deed of Conveyance being No. **01182 of 2019** measuring 15.37 Satak (Approx 09 Cottaha 04 Chittacks 35 Square feet) **and** by the **Third Owner 3) Mr. Shyam Narayan Bhalotia** by virtue of registered deed of Conveyance being No. **01351 of 2019** measuring 2.80 Satak (Approx 01 Cottaha 10 Chittacks 10 Square feet), all of the Addl. District Sub-Registry Office Raniganj and their names has duly been recorded in the finally published L.R. Record of Rights in LR Khaitan No. 208 in the name of Mahadeo Shaw (First Owner), in LR Khaitan No. 8431 in the name of Urmila Devi Bhalotia (Second Owner) and in LR Khaitan No. 8432 in the name of Shyam Narayan Bhalotia (Third Owner), all within the Mouza Searsole, PS Raniganj, Dist Paschim Bardhaman.
- B) the **Developer** M/S DEVASHILPI ESTATE DEVELOPERS PRIVATE LIMITED, is engaged in and carrying on the business inter alia in undertaking development of properties and/or real estate and/or construction work of different types of building etc.

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- C) The said owners have jointly agreed to develop the said land/property through the Developer and accordingly, they approached the Developer to undertake the development work on the said land/property by causing to be constructing erecting on, completed there at a new building in accordance with the plan to be sanctioned by the competent authority and the Developer on being assured by the owners that the said property is free from all sorts of encumbrances, attachments, charges, legal flaws, demands, dues, notices, religious or family disputes, etc, and that the said property is self-acquired property, has agreed to cooperate with the owners for construction of multistoried building thereon on the terms and condition that are set forth hereinafter. The developer being satisfied about the title and possession of the owners in respect of the said land has agreed to enter into this agreement.
- D) The Owners shall simultaneously with these presents execute a Power of Attorney in favour of the Developer or its authorized representative(s) for development/ construction of the new building at the said Land/Property and sale of the saleable area/space in the said proposed new building and do other ancillary acts.
- E) Whereas the first Owner Mr. Mahadeo Shaw entered into an agreement dated 10th day of October 2007 with Bharti Infratel Limited ("Company") having its office at H-5/12, Qutab Ambience, Mahrauli Road, New Delhi-110030 and West Bengal Circle Office at Infinity Building, 5th Floor, Sector-V, Block EP-GP, Salt Lake City, Kolkata-700091 for installation of a Mobile Tower on and above the land in Plot No. 38 and 40 of Mouza: Searsole, PS: Raniganj, Dist: Paschim Bardhaman measuring area 1819 Sq Ft and by virtue of the said agreement the aforesaid company had already installed a Mobile Tower on and above the said land;

AND WHEREAS the First Owner Mr. Mahadeo Shaw agreed and assured that either he will terminate the said agreement or will remove the said mobile tower from the said land and will take all necessary steps to shift the said mobile tower to another land.

NOW THEREFORE AGREEMENT WITNESSETH AS FOLLOWS:-

1. The Owners whose details of title documents are set out in the **SEVENTH SCHEDULE** hereunder are presently seized and possessed of or otherwise well and sufficiently entitled to All That the pieces and parcel of land containing an area of 60.17 decimal equivalent of 1.82 Bighas be the same a little more or less situate lying at various R.S.Dags No. 38 & 40 and L.R Dags 48 & 50 of Mouza Searsole, J.L.No:17, A.D.S.R Raniganj, Police Station Raniganj, under Asansol Municipal Corporation

in the District of Paschim Bardhaman, more fully and particularly described in the **FIRST SCHEDULE** (hereinafter referred to as the Said Acquired Land).

- II. The Owners, based on the assurances and representations of the Developer regarding its expertise and competence to undertake the development and Completion of the Project, have agreed to enter into this Development Agreement and the Developer based on the representations of the Owners regarding their title, have agreed to accept the Development Rights (*as defined hereinafter*), by and under this Agreement and the Parties are entering into this Agreement to record their understanding with respect to the terms and conditions for such development of the said Project Land by the Developer constructing thereupon modern multi use fully featured building complex having primarily residential with provision for commercial mercantile/ multipurpose buildings.
- III. The parties have mutually agreed and framed a Scheme for Development of the said Project Land as follows:-
 - i. The Owners shall do or cause to be done all deeds and things at their own costs and expenses to satisfy the Developer as to the title of the Owners to the said land.
 - ii. The Owners hereto will convert the recorded class of land to 'Vastu' from the concerned authorities at their own cost.
 - iii. The Owners shall at their own costs and expenses hand over vacant and peaceful possession of the said Land immediately on execution of this Agreement for the purpose of development unto the Developer.
 - iv. The Owners shall at their own costs and expenses make out marketable title, free from all encumbrances and hand over vacant and peaceful possession of the said Land immediately after execution of this Agreement, for the purpose of development unto the Developers and shall answer all requisitions that may be made either by the Developer or their Advocate(s).
 - v. The Owners shall within 30 (Thirty) days of this agreement, complete the Amin Survey with identification post / pillar (khuti) and submit a survey drawing with dimension and measurement to enable the developer to commence erection of boundary wall/ fencing.

- vi. The Owners shall also be responsible for any litigation, if arise in future related to the title of the Said Land and shall bear all costs associated in that respect up to the date of Completion of the Project.
- vii. The entire project would be developed by the Developer at their own costs and expenses and shall be solely liable to do all acts deeds and things relating to planning of the project, preparation of the Building plans and obtaining all permissions from the competent authorities and clearances and no objection certificates for construction and marketing of the project and construction of the building complex project and making the same fit for construction, habitation and marketing and providing insurance during the entire period of construction and warranty and defect liability for at least one year from the statutory completion certificate for the respective block/building and the Owners shall be kept fully saved harmless and indemnified in respect thereof. If due to violation of the sanctioned plan or due to the reason of any illegal activity of the Developer any suit or case arises, that can be solved by the Developer at their own cost and responsibility.
- viii. The Developer shall always remain liable or responsible to comply with its obligations and/or commitments towards the Owners under this agreement, whatever method of development it may adopt in future.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this agreement and other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the parties with the intent to be legally bound this agreement witnesseth and it is hereby agreed by and between the parties as follows:

1. **DEFINITIONS:**

Unless in this agreement there is something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

- 1.1 **"ADVOCATE(S)"** shall mean a Legal practitioner or Vakil or Solicitors firm consist of such Advocates who have obtained a bachelor's degree in law from any University established by law in India who may be appointed as Solicitors & Advocates by the Developer.
- 1.2 **"AFFILIATE"** shall mean with respect to any person, any other person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such person;

- 1.3 **"AGREEMENT"** shall mean this Agreement along with all annexure and schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing between the Parties, in accordance with its terms, including the Power of Attorney being granted simultaneously with the execution hereof by the Owners in favour of the Developer;
- 1.4 **"APPLICABLE LAW"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directives of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;
- 1.5 **"ARCHITECT"** shall mean such person(s) or firm(s) who may be appointed as the Architect by the Developer for designing and planning of the new building/ Building complex.
- 1.6 **"ASSOCIATION"** shall mean any company incorporated under the Companies Act, 2013 or any Association or any Syndicate or a Committee or registered Society or Association of Apartment Owners as may be formed by Developers and constituted of the purchasers of residential apartments / units / commercial spaces / constructed space / saleable space / car parking space for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.
- 1.7 **"BUILDING COMPLEX"** shall mean the said premises and the new Building/s to be constructed thereon and includes all Saleable Areas with open areas to be constructed, erected and completed by the Developer in accordance with the Plan.
- 1.8 **"CAR/SCOOTER PARKING SPACE"** shall mean all the spaces in the portions at the basement or ground floor level, whether open or covered, of the Building complex expressed or intended to be reserved for parking of motor cars/scooters as may be provided by the Developer. The allotment of the respective cars/scooters parking spaces will be made by the Developer to the Purchasers at the time of delivery of possession of the completed flat/unit.
- 1.9 **"CARPET AREA"** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace

area, but includes the area covered by the internal partition walls of the apartment.

Explanation — For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the intending purchasers (allottee); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the intending purchasers (allottee);

- 1.10 **"COMMON AREAS, FACILITIES AND AMENITIES"** shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, overhead water tank, water pump and motor, drive-ways, common lavatories, generator, transformer, effluent treatment plant, fire fighting systems, rain water harvesting areas and other facilities in the Building Complex, which may be decided by the Developer in its absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Building Complex Provided That the Developer shall be liable to provide the minimum areas, installations and facilities as are included in the **SECOND SCHEDULE** hereunder written.
- 1.11 **"COMMON EXPENSES"** shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **THIRD SCHEDULE** hereunder written which shall arise after obtaining Completion Certificate and to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.
- 1.12 **"COMMON PURPOSES"** shall mean and include the purpose of managing, maintaining and up keeping of the Building Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

- 1.13 **"COMPLETION CERTIFICATE"** shall mean the completion certificate or such other certificate, by whatever name called, issued by the competent authority certifying that the construction of the buildings has been completed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws;
- 1.14 **"DEPOSITS/EXTRA CHARGES/TAXES" ("EDC")** shall mean the amounts specified in the **FOURTH SCHEDULE** hereunder to be deposited/paid by transferees of the units to the Developer and also payable by the Owners and Developer for unsold portions of their allocations.
- 1.15 **"DEVELOPER'S ALLOCATION"** shall mean the **75% (Seventy five percent)** of the total realization from sale of constructed areas of the Building Complex to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered), more fully and particularly described in **Parts - I** of the **FIFTH SCHEDULE** hereunder written **TOGETHER WITH** the undivided proportionate impartible part or share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space, and revenue generated therefrom and more particularly described in the **SECOND SCHEDULE**;
- 1.16 **"DEVELOPMENT RIGHTS"** shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:
- 1.16.1 enter upon and take possession of the project land in accordance with this agreement for the purpose of development and construction of the project and to remain in such possession until the completion of the project;
- 1.16.2 to demolish the existing structures on the project land;
- 1.16.3 to put up a sign board at the Project site with a brief description of the impending Project to be developed with the Developer name inscribed therein.
- 1.16.4 appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labours, workmen's, personnel's (skilled and unskilled) or other persons to carry out the planning, design, development and construction of the project;

- 1.16.5 to carry out planning, design, all the infrastructure and related work/ construction for the project, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, landscaping and all other common areas and facilities for the total built up area to be constructed on the project land as may be required by any approvals, layout plan, or order of any governmental authority; and to set up site offices, marketing offices and construct sample homes/ apartments/ units;
- 1.16.6 to launch the project for booking and receive advances on sale of units in the project from the intending purchasers and to exercise full, exclusive marketing, leasing, licensing and sale rights in respect of the units and related undivided interests in the project land and enter into agreements of transfer with all intending purchasers of the units and on such marketing, leasing, licensing or sale, to receive proceeds and give receipts and hand over ownership, possession, use or occupation of the units to the intending purchasers;
- 1.16.7 execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the development rights and in connection with all the marketing, leasing, licensing or sale of the units, including execution/ registration of the unit agreements, appear and present for registration before the jurisdictional registrar or sub registrar towards registration of the documents for sale, lease or transfer of the units;
- 1.16.8 manage the project land and the common areas constructed upon the project land till the completion of the project and transfer/ assign such right of maintenance upon formation of the association and to retain till such time all benefits, consideration etc. accruing from such maintenance of the project and handover the project to the association thereafter on its formation;
- 1.16.9 apply for and obtain any approvals in the name of Owners or wherever required under the applicable law in the name of the developer, including any temporary connections of water, electricity, drainage and sewerage in the name of the Owners for the purpose of development and construction and completion of the project or for any other exploitation of the development rights in the project as per this agreement;

- 1.16.10 generally do any and all other acts, deeds and things that are ancillary or incidental for the exercise of the development rights, including any rights stated elsewhere in this agreement.
- 1.17 **"ENCUMBRANCE"** means any mortgage, lien, charge, non-disposal or other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party interest or negative lien which could affect the construction and development and/or ownership of the Project;
- 1.18 **"MAINTENANCE-IN-CHARGE"** shall mean and include such agency or any outside agency to be appointed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained;
- 1.19 **"MARKETING"** shall mean selling, with any space in the building complex to any transferee for owning and occupying any flat, unit, apartment, office block, show room, shop room and/or constructed space, car parking space, scooter parking space by the Developer for self and/or on behalf of the Owners in terms hereof;
- 1.20 **"NEW BUILDINGS"** shall mean the new Residential/Commercial buildings in the Building Complex to be constructed, erected and completed in accordance with the Plan on the said land;
- 1.21 **"OWNERS' ALLOCATION"** shall mean the **25% (Twenty five percent)** of the total realization from sale of constructed areas Saleable area of the Building complex to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered), more fully and particularly described in **Part - II** of the **FIFTH SCHEDULE** hereunder written **TOGETHER WITH** the undivided proportionate impartible part or share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space, revenue generated therefrom and more particularly described in the **SECOND SCHEDULE**;
- 1.22 **"PLAN"** shall mean the Building Sanction Plan, Site Plan, Landscape Plan, Layout Plan, Building Permit and including all plans and includes structural designs approved / to be approved and sanctioned by the concerned Asansoi Municipal Corporation or any other sanctioning

authority and permission such as environment permission and such other permission as the case may be Together With all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer either under advice or on the recommendation of the Architect from time to time and approved by the sanctioning authorities;

- 1.23 **“PROJECT”** means the development, construction and completion of new Building/s to be constructed thereon at the Said Land/ Said Project Land for the purpose of selling or transferring of all or some of all the unit (s) and Car/Scooter Parking space and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto;
- 1.24 **“PROPORTIONATE OR PROPORTIONATELY”** according to the context shall mean the proportion in which the Revenue from the sale of space and/or spaces, as the case may be, shall be shared between the Owners and the Developer.
- 1.25 **“REIMBURSABLE COSTS”** means all costs and expenses as are required to be paid by the Owners such as any external development charges/ infrastructure development charges/ license fees and charges as may be payable to the Governmental Authorities; any Goods and Service Tax [‘GST’] or any other present or future taxes/ cess or any other statutory or government levies or fees/ charges on development, construction or sale/transfer of any Units or otherwise on the Project levied or payable by the Developer, on account of:-
- 1.25.1 allotment/ allocation or handover of any unsold Units to the Owners; any electricity/ water or any other utility deposits;
- 1.25.2 any moneys collected/ received or to be collected/ received from the Intending Purchasers for providing all facilities/ utilities including electricity, water, club amenities/ equipment etc.;
- 1.25.3 any amount collected towards maintenance and/or contribution towards corpus fund;
- 1.25.4 any amount received from the prospective Intending Purchasers towards legal charges, share money, society membership fees, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the Intending Purchasers;

1.25.5 any grants and/or subsidies to be received for or in connection or in relation with the development work of the Project from the Authorities concerned under any Governmental or statutory schemes;

1.25.6 any payment which may be specifically stated elsewhere in this Agreement to be solely realised and appropriated by the Developer;

1.26 **"SAID LAND/ SAID PROJECT LAND"** shall mean All That the piece and parcel of land measuring 1.82 Bighas equivalent of 60.17 decimal at Mouja: Searsole, Police Station: Raniganj in the District of Paschim Bardhaman more fully and particularly mentioned and collectively described in the **FIRST SCHEDULE**;

1.27 **"SALE PROCEEDS"** shall mean and include all amounts, considerations and receipts, whether one time or periodical, as may be received and collected from the Intending Purchasers for (a) transfer of the Unit(s) and proportional undivided interest in the Land to Intending Purchasers; (b) transfer of exclusive car/scooter park areas/ spaces; and (c) transfer of proportionate Common Areas and facilities; (d) leasing/ licensing/ renting of Unit(s) in the Project which are not transferred on outright sale basis; BUT shall not include any amounts received or collected by the Developer towards:

1.27.1 any Goods and Service Tax ['GST'] or any other present or future taxes/cess or any other statutory or government levies or fees/ charges on development, construction or sale/transfer of any Units or otherwise on the Project;

1.27.2 any electricity/ water or any other utility deposits;

1.27.3 any moneys collected/ received from the Intending Purchasers for providing facilities/ utilities including electricity, water, club amenities/ equipment etc.;

1.27.4 any monies collected towards maintenance and/or contribution towards corpus fund, any amount received from the prospective Purchasers towards legal charges, share application money/society membership fees, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the prospective purchasers;

- 1.27.5 all fitment charges, furniture, machineries, equipment, furnishing, tools, etc., if any, to be provided to in the Institutional Units beyond the specifications provided herein;
- 1.27.6 any grants and/or subsidies to be received for or in connection or in relation with the development work of the Project from the Authorities concerned under any Governmental or Statutory Schemes;
- 1.27.7 any payment which may be specifically stated elsewhere in the Agreement to be solely realised and appropriated by the Developer; and
- 1.27.8 the Reimbursable Costs.
- 1.28 **"REALIZATION"** shall mean the amounts realized from the sale of constructed spaces, signage spaces, car parking spaces, common areas arising from sale and transfer but excluding Extra Charges and Deposits;
- 1.29 **"SAID SHARE"** shall mean the undivided proportionate indivisible part or share in the said land attributable to either party's allocation as in the context would become applicable.
- 1.30 **"SIGNAGE SPACE"** shall mean all signage and display spaces outside all Units/ spaces in the common areas of the commercial area, if any and the Building complex and the exterior of the new buildings including the roofs, car parking area and the open areas of the new buildings as also the boundary walls of the Building complex.
- 1.31 **"SPECIFICATION"** shall mean the specification for the said Building complex as mentioned in the **SIXTH SCHEDULE** hereunder written subject to minor or necessary alterations or modifications with the consent of the Architect.
- 1.32 **"TITLE DEEDS"** shall mean the documents of title of the Owners in respect of the said Owners' Land mentioned in the **SEVENTH SCHEDULE** hereunder written and the documents of title of the Owners' as available in respect of the said Land.
- 1.33 **"TRANSFER"** with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the transferees thereof as per law.

1.34 **“TRANSFeree/PURCHASER”** according to the context shall mean all the prospective or actual transferees who would agree to purchase or shall have purchased any Unit in the Building complex and for all unsold Unit and/or Units in the Owners’ allocation shall mean the Owners and for all unsold Unit and/or Units in the Developer’s Allocation shall mean the Developer.

2. INTERPRETATION:

In this agreement save and except as otherwise expressly provided

- 2.1 all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- 2.2 the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- 2.3 when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- 2.4 all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- 2.5 the words ‘herein’, ‘hereof’, ‘hereunder’, ‘hereafter’ and ‘hereto’ and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- 2.6 Any reference to any act of Parliament or State Legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- 2.7 Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated all the aforesaid recitals shall form integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

3. PURPOSE

- 3.1 This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Owners with respect to the Said Project Land in favour of the Developer, the nature of the Project to be developed by the Developer and the rights and obligations of the Parties towards the implementation of the Project.
- 3.2 The Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the provisions and purposes of this Agreement. The Owners shall provide all assistance to the Developer that may be required by the Developer from time to time for the purpose of carrying out the transactions contemplated hereby.
- 3.3 If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet, explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.

4. OWNERS' REPRESENTATIONS:

The Owners have represented to the Developer as follows:-

- 4.1 The Owners trace their title successively from the C.S and R.S recorded Owners' right upto the L.R stage and possess clear, marketable, unfettered, absolute and unrestricted right, title and interest and pursuant thereto are seized and possessed of and well and sufficiently entitled to the Said Land which is properly identified by metes and bounds in accordance with Mouza map as well as the Smart Plan. No person other than the Owners have any right, title and/or interest, of any nature whatsoever in the Said Land or any part thereof and the Owners have made all payments to be made in terms of the sale deed/ documents under which the Said Land were acquired and there are no impediments, defaults, omissions or constraints whatsoever with regard to the rights, Ownership, titles, estate, privileges and interests vesting in the Owners. All current and antecedent title documents have been duly registered and stamped at the correct valuation of the Said Land as required under law;
- 4.2 The Owners have full right, power and authority to enter into this Agreement;
- 4.3 The Owners represent that they have made all material disclosures in respect of the Said Land and have provided all information in relation to

the transactions contemplated herein and all original documents of title of the Owners and all other title related documents such as Powers of Attorney, Wills, Probates, Letters of Administration, Heirship certificates, Faraznama and/or sworn affidavits affirming heirships and Court Order granting permission to Trusts enabling purchase or sale of land etc wherever necessary with regard to the chain of title are in custody and the same will remain with the custody of the Owners till the completion of the Project. The Owners agree to deposit the same in the custody of the Developer's Advocate(s) after completion of the Project and/or hand over the documents to the Association of Apartment Owners after formation of the Association, whichever is earlier. It is however agreed that if the Developer wishes to obtain Project Finance from any Bank and/or Financial Institution on the security of the said Project land by creation of mortgage in the manner provided in Clause 13, in such case the original title deeds will be kept with such Bank and/or Financial Institution during pendency of the loan. For the purpose of due diligence by the Developer if any further documents are required, the Owners undertake to provide the same such as:

- 4.3.1 documents establishing Legal Heirship, Faraznama of the predecessors in title of the Owners;
- 4.3.2 any document establishing requisition of land whether subsequently acquired or not;
- 4.3.3 Copies of Powers of Attorney granted by predecessors in interest of the Owners.
- 4.4 The Owners further represents that no part of the Land is affected by the West Bengal Thika Tenancy (Acquisition & Regulation) Act 2001.
- 4.5 The Owners shall do or cause to be done all deeds and things at its costs and expenses to satisfy the Developer or its Advocates as to the title of the Owners to the said Land and agree to ensure that no other person, acting under or through them, does, any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the Development Rights by the Developer; or (ii) whereby the grant or assignment of the Development Rights or the rights of the Developer in respect of the Said Project Land are prejudicially affected. In the performance of their duties and the exercise of its rights, powers and authorities under this Agreement, the Owners shall act in the best interests of the Project and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the Developer.

- 4.6 The Owners further represents that neither they nor their predecessors held any excess vacant land within the meaning of Urban Land (Ceiling and Regulation) Act, 1976 and if required the Owners shall apply for and obtain necessary no objection certificate from the competent authority under the said Act at its cost and expenses.
- 4.7 The Owners shall obtain conversion of the said land to 'Vastu use' under the West Bengal Land Reforms Act at their own cost and expenses.
- 4.8 The Said Land and all parts of it are free from all kinds of Encumbrance and third party claims including any prior sale/ agreement to sell, lease/license/allotment whether flat buyer agreement, plot buyer agreement or villa buyer agreement or any other agreement or memorandum of understanding for sale, booking of any plot, flat, apartment or any other space/ area gift, mortgage, tenancy, license, trust, exchange, lease, encroachment by or settled possession of a third party or any power of attorney or any other authority, oral or otherwise empowering any other person(s) to deal with the Said Land or any part thereof for any purpose whatsoever, claims, loan, surety, security, lien, court injunction, litigation, stay order, notices, charges, disputes, acquisition, attachment in the decree of any court, hypothecation, income tax or wealth tax attachment or any other registered or unregistered Encumbrance whatsoever. No part or portion of the Said Land has vested under any law in force and the Said Land is properly contiguous land and there are no impediments with regard to the development and construction of the Project on the Said Land;
- 4.9 The Owners are in absolute compliance of the applicable law, all statute, law, land ceiling laws, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration including rules and regulations prescribed by the Asansol Durgapur Development Authority ['ADDA'] as well as the Land Use & Control Development Plan of the ADDA or WBHIDCO, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question as in effect as of the date of this Agreement;
- 4.9.1 There are no structures on the Said Land which are recorded as 'Heritage' Property.
- 4.9.2 The said land does not fall in a Zone having any military establishment within 500 meters
- 4.9.3 The Said Land does not fall under a forest zone.

- 4.10 That no suits and/or proceedings and/or litigations are pending in respect of the Said Land or any part thereof and same is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against Owners or in respect whereof Owners are liable to indemnify any person concerned and as far as the Owners are aware there are no facts likely to give rise to any such proceedings.
- 4.11 The Owners further represent if any dispute arises in future as regards their title in respect of the said land, the Owners shall be responsible for removal of the same at their own costs and expenses, settle all disputes, claims, demands, suits, complaints, litigations, etc. in relation to the right, title and interest of the Owners over the Said Project Land and ensure that the development and construction of the Project by the Developer shall not be interrupted, obstructed, hampered or delayed in any manner by such disputes, claims, demands, suits, complaints, litigation, etc. Further, the Owners agree and acknowledge that in the event the Developer incurs any costs, expenses, damages etc. to rectify or remedy the title of the Owners to the Said Project Land, it shall be entitled to deduct such incurred amounts from the Owners' Allocation with interest.
- 4.12 The Owners represent that they shall not (i) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any third party for the sale/ transfer or disposal of the Project Land or any rights or entitlements, including any Development Rights in the Said Project Land, in any manner whatsoever; (ii) enter into any arrangement or agreement of any nature whatsoever for sale/ transfer or disposal of the Said Project Land (or any rights or entitlements, including any development Rights in the Land), in any manner whatsoever with any other person; (iii) negotiate or discuss with any third party the financing, transfer, mortgage of the Said Land (or any rights or entitlements, including any development Rights in the Project Land); and (iv) disclose any information pertaining to this Agreement or Said Project Land to any other person(s).
- 4.13 The Owners represent that no part or portion of the said land ever belonged to any Debetter trust /or to any Minor;
- 4.14 The Owners shall also apply for and bear the cost of shifting drainage lines, electrical lines, Pipelines or any other service lines running underneath or over the Said Land from their existing location to any other location for enabling the Developer to construct without any obstruction and with full authority;

- 4.15 The First Owner Mr. Mahadeo Shaw entered into a Lease Agreement with Bharti Infratel Limited of for the space given for installation of Mobile Tower vide agreement dated 12th October 2007 which is valid upto 11th October 2027 (for 20 Years) in the Said Land in an area of land measuring 1819 Sq Ft which he is agreed to shift/re-locate the same or terminate the agreement and for that he shall bear the cost of shifting the same from their existing location to any other location for enabling the Developer to construct without any obstruction and with full authority;
- 4.16 The Owners shall also bear the cost of providing drainage facilities on its land to the Developer
- 4.17 The Owners shall obtain and co-operate with the Developer in obtaining all certificates which may be required for the purpose of completing the registration of sale deeds or other deeds and /or for transferring the title for undivided share of the land attributable to the Developer's allocation and/or their nominees after obtaining the Completion Certificate.
- 4.18 The said land or any part thereof is, not affected by any requisition or acquisition of the Government or any other statutory body such as the ADDA, Housing Board, PWD or National Highway Authority or Road alignment of any authority or authorities under any law and the said land 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.
- 4.19 There is no prohibitory orders, notices of any nature whatsoever of any Municipal Authority, BL & LRO or Statutory Body concerning or relating to or involving the Said Land or the Owners pertaining to the Said Land. There are no court orders or any orders/ directions from any Governmental Authority or any other person, which may have any adverse effect on the Ownership of the Said Land vesting with the Owners, the contemplated transaction under this Agreement or on the development and construction of the Project;
- 4.20 Subject to what has been stated in this Agreement, the Owners has not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the sole and exclusive appointment of and grant of rights to the Developer under this Agreement including, without limitation, the unfettered exercise by the Developer of the sole and exclusive right to develop the said land.
- 4.21 There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the

said land and there are no facts, which may give rise to any such dispute.

- 4.22 The Said Land of the Owners is free of any liability or demand and there is no outstanding property taxes, rates, duties, cess, levies including assessments, water charges, electricity charges, dues or any other charges by the Municipal/Local Authorities or any infrastructure charges, under any Applicable Law, Revenue or any other Authority or department of the State or Central Government nor is there any claim or demand by any person or persons affecting the said land., However, if at any stage any demand/notice is received from the Municipality/Panchyat in this respect the same shall be borne/settled solely by the Owners.
- 4.23 The Owners would be able to fulfill and complete all the other obligations set out herein after.
- 4.24 The Owners hereby give their consent to the Developer to publish appropriate notices of the impending development of the Project land in the leading news papers.
- 4.25 None of the Owners has stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever with respect to Said Land;
- 4.26 None of the Owners and/or their predecessors was a 'Big Raiyat' in terms of the W.B.E.A Act 1953 and none of them own land in excess of the ceiling prescribed in the West Bengal Land Reforms Act, 1955.
- 4.27 The Owners represent and confirm that access to and egress from the Said Land is unconditionally and absolutely available for all purposes from the main road and the Owners have not entered into any arrangement or agreement of any nature with any Person/ third party which in any manner restricts the access/ egress to the Said Land from the road and may give rise to any dispute for access.
- 4.28 **EASEMENT:** With regard to the rights of Easement over, under and along the Approach road, the Owners guarantee:
- 4.28.1 that unfettered rights of easement as available to the Owners in terms of the Agreement to be executed and registered, shall be granted to the Developer initially for the development of the said land and later to the subsequent transferees of the housing building complex after completion of project absolutely, irreversibly and in perpetuity.

4.28.2 that the Developer shall have the right of development of the road and also to maintain the same in proper condition.

4.28.3 that the right of easement shall not only be limited to transportation of men and materials and vehicular traffic only but shall also include the underground rights of laying drains, sewerage connection, water and other pipelines, conduits, ducts and other appurtenances that will be required in the normal course of development of the Project.

5. DEVELOPER'S REPRESENTATION

- 5.1 The Developer is carrying on business of construction and development of real estate and has sufficient infrastructure and expertise in this field and also financial capacity for the same;
- 5.2 It shall complete the development of the said Project Land in accordance with the sanction plans as modified from time to time and other parameters in this regard and in compliance with all applicable laws;
- 5.3 The Developer shall at all times perform the duties and undertake the responsibilities set forth in this Agreement in accordance with industry standards applicable to other residential and commercial developers of repute in India offering similar quality and services products and using reasonable, expeditious, economical and diligent efforts at all times in the performance of its obligations;
- 5.4 That it has adequate funds to undertake and complete the development of the said premises as per the terms of this Agreement;
- 5.5 That it has and shall continue to comply with terms and conditions of all the consents and all other licenses, permits, approvals obtained or may be obtained in the name of the Owners for the development of the said premises;
- 5.6 That the Developer shall make timely payments of all taxes, cesses, duties, levies and charges and all applicable statutory dues as per applicable law payable by the Developer for the development of the said premises as per the terms and conditions of this Agreement;

- 5.7 That the Developer has full power and authority to execute, deliver and perform its obligations under this Agreement.
- 5.8 That the Developer shall duly comply with all applicable laws, rules, regulations applicable to the development of the real estate project including the West Bengal Housing Industry Regulation Act, 2017 ['HIRA'] and/or an other rules and regulations that may be applicable.

6. COMMENCEMENT:

This Agreement commences and shall be deemed to have come into force on and with effect from the date of execution, 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 or till this Agreement is terminated in the manner stated in this Agreement.

7. STRUCTURING OF THE PROJECT:

- 7.1 Subject to the terms and conditions contained in this Agreement, on and from the execution of this Agreement Date, the Owners exclusively grants to the Developer and the Developer hereby accepts from the Owners, all the Development Rights in respect of the Said Land.
- 7.2 The Developer shall develop the said Project land subject however to the Owners complying with their obligations herein contained.
- 7.3 The Developer shall at its own costs and expenses be solely liable to do and comply with all acts deeds and things relating to (a) Planning of the Project, (b) preparation and Sanctioning of the Building Plans and obtaining all permissions and clearances and no objection for construction and marketing of the Project (including Pollution, Fire, Airport Authority, BSNL Authority , WBSEDCL, Authority under Promoter's Act etc.) and (c) Construction of the Building complex Project and making the same fit for construction and habitation and marketing and providing insurance during the entire period of construction and warranty and defect liability for at least one year from the statutory completion certificates.
- 7.4 The Developers shall take steps for obtaining the registration and/or approval of the Building Complex Project with the Housing Industry Regulator Authority under the West Bengal Housing Industry Regulation Act, 2017 ['HIRA']. The rules framed under West Bengal Housing Industry Regulation Act, 2017 shall be applicable to the Developer and Owners.

- 7.5 The Developer shall appoint all engineers, staffs, labour contractors etc., at its own costs and risks without any obligations or liability, in respect of laborers etc, upon the Owners in respect thereof and shall also appoint the Architects, Consultants & Surveyors for the Project.
- 7.6 The specifications and facilities for construction shall be as per the **SIXTH SCHEDULE** attached herewith.
- 7.7 All sanctions, constructions, completion and delivery of the new building complex/project shall be done by the Developer upon due compliance of all laws and with good workmanship and good quality materials and at the sole risk and responsibility of the Developer.
- 7.8 The Developer will construct the Building Complex in different sizes as decided by it in continuity.
- 7.9 The Developer shall, subject to force majeure, submit the building plan on the said land and shall obtain the sanction within 9 (nine) months from the date of such submission and shall construct and complete the phase-wise Building complex within 6 (six) years from the date of sanction of the Building Plans with a grace period of 6(Six) months thereof which is further extendable on mutual consent.
- 7.10 All fees, costs, charges and expenses including professional fees and supervision charges in respect of the above obligations of the Developer shall be borne and paid by the Developer. Except the costs and expenses for performance of the Owners obligations such as Mutation and title related expenses thereof and the obligation to contribute marketing costs in terms hereof, the Owners shall not be liable for any costs and expenses related to construction of the Project.
- 7.11 The Developer shall prepare, all applications, plans, undertakings, lay out plans, details, descriptions etc. for submission with any Government Authority for obtainment of any Approval. The Owners agree that in the event the Owners are required to obtain any Approvals or have at any point in time applied for or obtained any Approval whether with respect to the Project, it shall provide to the Developer copies of all such applications along with documents filed and approvals obtained, as and when the same are made or obtained.
- 7.12 The Owners shall be deemed to have handed over the vacant and peaceful possession of the said Land to the Developer for the purpose of development and construction of the Project, and the Developer shall have the right to enter upon the Project Land directly or through its

affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, and/ or assigns, to do all such acts and deeds required and/or necessary for, exercising the Development Rights and for the implementation and development of the Project. Provided however that, nothing contained herein shall be construed as delivery of possession in part performance of any Agreement of Sale under Section 53-A of the Transfer of Property Act, 1882 or Section 2(47) (v) of Income Tax Act, 1961. The possession of the Project Land handed over to the Developer shall be in accordance with and for the purposes of development and construction of the Project and other rights and entitlements as set forth in this Agreement.

7.13 In the event the Said Land is acquired before the commencement of construction by any Governmental Authority under any land acquisition laws, the Parties shall work together to: (i) contest, dispute and take all steps and actions, against such proposed acquisition/acts of the Governmental Authority; (ii) ensure that the Project is executed and implemented within the remaining part of the Project Land. In case the acquisition becomes unassailable, the Owners shall pay out of amounts/benefits received by the Owners for any such acquisition to the Developer, the Security Deposit along with interest @ 12% p.a and any amount spent by the Developer towards the project Costs and Expenses. In the event the Owners dispute the Project Costs then the Project Costs shall be decided by the Architect;

7.14 Ordinarily there is no plan to construct basement but considering market conditions and other circumstances if the Plan sanctioned requires creation of additional car parking spaces in the basement of building blocks for the purpose of marketing the flats in such event only if there is a surplus resulting from excess of realization over total costs of construction and marketing the basement, such surplus shall be available for sharing between the Owners and the Developer in their agreed ratio.

8. EXCLUSIVE ENTRY FOR DEVELOPMENT:

8.1 Simultaneously with the execution of this agreement, the Owners have in part performance hereof allowed the Developer exclusive and irrevocable right to enter the said land directly or through its affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, and/ or assigns, to develop the same by constructing or causing to be constructed new buildings and to take all steps in terms of this agreement. This exclusive entry will not debar the right of the Owners in any manner to enter into the premises and it shall always be deemed to be in joint possession for the sole purpose of development of the land.

9. STEPS FOR DEVELOPMENT OF THE SAID LAND:

- 9.1 The Parties have mutually decided the scope of the Project, that is, the development of the said land by construction of the New Buildings thereon, and commercial exploitation of the New Buildings and/or the building complex.
- 9.2 The Developer shall undertake development either by itself, associate or by any other Contractor/developer appointed by it and/or in any other manner it deems fit and proper and/or to enter into partnership with others or to assign the benefits and burden of this agreement in favor of any firm or LLP in which the Developer may be a partner or otherwise in order to effectively perform or discharge its obligation hereunder.
- 9.3 In consideration of the Developer agreeing to construct and complete the New Buildings and/or the Building complex and deliver as per agreed specification any unsold and separately identified Owner's Allocations in terms hereof, the Owners agree to transfer their proportionate undivided share in the Owners' land attributable to the Developer's Allocation to the Developer or its nominee or nominees in such part or parts as the Developer may desire and hereby further grant the exclusive and absolute right to develop the said land.
- 9.4 By virtue of the rights hereby granted the Developer is authorized to build upon and exploit commercially the said land by: (1) constructing the New Buildings, (2) dealing with the spaces in the New Buildings with corresponding undivided proportionate share in the said land to the extent and on the terms and conditions hereinafter contained.
- 9.5 The Original Title Deeds as mentioned in the **SEVENTH SCHEDULE** in respect of the Owners land are in exclusive possession and custody of the Owners and no other person or entity has any right or entitlement in respect of the same till completion of Project and/ or formation of the Association of Apartment Owners. Inspections and productions of the Original Title Deeds shall be made available as per requirement of the Developer. If the Developer wishes to obtain Project Finance from any Bank or Financial Institution on the security of the said Project land by creation of mortgage in the manner provided in Clause 13, in such case the original title deeds will be kept with such Bank and/or Financial Institution during pendency of the loan. Upon formation of Association/Society/Company of transferees and sale of all areas in the Building complex, the title deeds shall be handed over to the Association/Society/Company against covenant of production.

- 9.6 The Owners shall apply for conversion of the said land and the Owners shall obtain conversion of the said land to homestead or 'vastu' land at their own costs and expenses.
- 9.7 The Developer shall at its own costs and expenses prepare the plans for the new buildings in the said project and shall have the same sanctioned by the Asansol Municipal Corporation and/or ADDA or the concerned Municipal Engineering Directorate as the case may be or from any other sanctioning authority appointed as the case may be.
- 9.8 All other permissions, approvals, sanctions, no-objections and other statutory formalities for sanction of plan would be obtained by the Developer at its cost and expenses.
- 9.9 The Owners shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations required for such sanction and construction as and when required by the Developer without any objection of whatsoever nature and within 7 (seven) days of the request being made and the documents being made available to the Owners. In addition to the aforesaid, the Owners shall sign, execute and register a General Power of Attorney authorizing the Developer, its affiliates or its officers to act, do and perform all or any of the obligations of the Developer mentioned above. The Owners shall ensure that the Power of Attorney remains in full force and effect throughout the implementation of the Project. In the event any subsequent steps are required for the reasons of change in law or otherwise to sustain the Developer Power of Attorney and all powers granted therein, the Owners shall take all such steps and do all such acts including execution and registration of a fresh power of attorney as may be required to provide the authorizations to the Developer throughout the implementation of the Project.

10. CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDINGS:

- 10.1 The Owners hereby authorize the Developer to appoint the Architect and other consultants to complete the Project. All costs charges and expenses in this regard including professional fees and supervision charges shall be discharged and paid by the Developer.
- 10.2 The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners construct, erect and complete the New Buildings in pursuant to the final plans to be sanctioned by sanctioning authorities and as per the specifications

mentioned in the **SIXTH SCHEDULE** hereunder. The decision of the Architects regarding measurement of area constructed and all aspects of construction including the quality of materials shall be final and binding on the Parties;

- 10.3 The Developer shall at its own costs install and erect in the New Buildings, the Common Areas, Installations and Facilities including pump, water storage tanks, overhead reservoirs, water and sewage connection and all other necessary amenities.
- 10.4 The entire Project on the Said Land may be constructed / developed / completed by the Developer in phases on the sole discretion and option of the Developer considering the then marketing strategy and economy of the locale.
- 10.5 Developer shall at its own cost and expenses and without creating any financial or other liability on the Owners, develop the Land and construct the Building(s) in accordance with the Building Plans, specifications and elevations sanctioned by the local, Municipal and Development authority subject to any amendment, modification or variation to the said Building Plans and specifications which may be made by the Developer subject to the approval of the appropriate authorities, if required. The Project as a whole and the Building(s) shall be constructed under the supervision and guidance of the Architect and the decision of the Architect as to the cost, quality of the materials and specifications to be used for construction of the Building(s) shall be final, binding and conclusive on the Parties.
- 10.6 The amenities and facilities irrespective of their location in any particular phase shall be universally available without any exception to all the residents of the entire housing building complex.
- 10.7 The Developer is hereby authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings but in no circumstances the Owners shall be responsible for the price/value, storage and quality or use of the building materials or any irregularity whatsoever.
- 10.8 The Developer shall be authorized in the names of the Owners to apply for and obtain connections of water, electricity, drainage and sewerage.

11. POWERS AND AUTHORITIES:

- 11.1 To enable the Developer to specifically perform its obligations arising out of this Agreement the Owners hereby authorize nominate, constitute and appoint the Developer and persons nominated by the Developer namely (1) **Mr. SHYAM NARAYAN BHALOTIA**, son of Late Shiwkaran Das Bhalotia (2) **Mr. SACHIN KUMAR BHALOTIA**, son of Sri Shyam Narayan Bhalotia, to be the true and lawful attorneys of the Owners, to do, execute and perform all or any of the following acts, deeds, matters and things jointly or severally with respect to the said land and any deed or document signed by such an attorney on behalf of the Owners and under his seal shall bind the Owners and have the effect as if it were made under its common seal.
- 11.1.1 To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the New Buildings in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.
- 11.1.2 To enter upon the said land with men and material as may be required for the purpose of development work and erect the New Buildings as per the Building Plans to be sanctioned.
- 11.1.3 To appoint the named architects, contractors, sub-contractors consultants, and surveyors as may be required and to supervise the development and construction work of the New Buildings on the said land.
- 11.1.4 To apply for modifications of the Building Plans from time to time as may be required.
- 11.1.5 To apply for obtaining quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings.
- 11.1.6 To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the said land.
- 11.1.7 To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the New Buildings on the said land and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith.

- 11.1.8 After completion of the construction of the New Buildings or any Phase of the Building Complex, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities or other concerned authorities.
- 11.1.9 To enter into agreements for sale with intending purchasers along with or without the corresponding undivided share in the said land, on such terms and conditions as the Developer may think fit and proper.
- 11.1.10 To execute from time to time deeds of transfer of all kinds and mode in respect of Flats/Units/Constructed spaces comprised in the said premises or any part or portion comprised in the Developer's Allocation along with or without the corresponding undivided share in the said land, to receive consideration, rents, and deposits there for and present the above documents for registration and admit the execution of such documents before the appropriate authorities.
- 11.1.11 To appear and represent us before the Additional Registrar / Sub-Registrar, District Registrar, Additional District Sub-Registrar, Registrar of Assurances, Additional District Sub-Registrar Raniganj / District Sub Registrar Bardhaman /Registrar of Assurance Kolkata in connection with the sale and transfer of Flats/Units/Constructed spaces under the Developer's Allocation along with or without the corresponding undivided share in the said land in the Buildings constructed on the said premises.
- 11.1.12 To accept any service of writ of summons or other legal process on behalf of and in the name of the Owners and to appear in any court or authority as the Developer deem appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to development of the said land in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Owners or in the name of the Developer and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the Developer strictly only in cases where such litigation would touch or concern the development of the project on

the said land without in anyway relating to or affecting the title of the said land or the Owners' Allocation.

- 11.1.13 To arrange for financing of the project (project finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the said project land in the manner provided in Clause 13. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back
- 11.1.14 To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in person.
- 11.1.15 To concretize or develop the internal road, footpath and also to fix street lights whenever and wherever required and cover the drain and establish sewerage connection etc.
- 11.1.16 To establish water-line wherever and whenever required.
- 11.1.17 The Owners hereby ratifies and confirms, and agrees to ratify and confirm all acts, deeds and things lawfully done in the interest of the project and in accordance with the terms and conditions of this agreement by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid
- 11.2 Notwithstanding grant of the aforesaid powers and authorities, the Owners shall grant to the Developer and/or its nominees a registered General Power of Attorney for the purpose of doing all acts required to be performed by the Developer for the Project simultaneously on execution of this Agreement and the costs on account thereof shall be borne by the Developer.
- 11.3 Notwithstanding grant of the aforesaid General Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the said land within 7 (Seven) days of the request being made.

- 11.4 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Owners in any manner or put any financial or other obligation claim or liability upon the Owners.

12. SECURITY DEPOSITS, FINANCIALS AND EXTRA CHARGES :

- 12.1 The Developers shall deposit with the Owners an interest free refundable sum of Rs.14,50,000/- (Rupees Fourteen Lakh fifty thousand only) on or before the execution of this Development Agreement in the following manner:-

Sl No	Name of the Owners	Deposit Amount
First Owner	Mr. Mahadeo Shaw	10,00,000/-
Second Owner	Mrs. Urmila Devi Bhalotia	3,75,000/-
Third Owner	Mr. Sham Narayan Bhalotia	75,000/-

- 12.2 The aforesaid security deposit being the amount of the deposit received by the Owners under this Agreement shall be refunded by the Owners to the Developers in installments in the manner that within 7 (seven) days of receipt of every installment towards the realisation from proportionate share of the Owners sale proceeds, a sum equivalent of 20% (twenty percent) thereof or such other sum as may be mutually agreed shall be paid by the Owners to the Developers towards refund of the Deposit and shall continue till the 75% (seventy five percent) amount of deposit is recovered. If the refundable deposit as mentioned above is not refunded within the mentioned time then the developer has the right to adjust the same against the realisation from proportionate share of the Owners sale proceeds.
- 12.3 The balance amount i.e. 25% (twenty five percent) of the aforesaid security deposit shall be refunded without interest by the Owners to the Developer either after completion of the project or to be out of realisation from the sale proceeds of Owner's allocation from the last sale of the Units.
- 12.4 It is further provided herein that if the situation arises as per the terms of clause 14.8 of this Agreement for separate allocation of flats and other areas between the Owners and the Developer, then in that event they agree to enter into a separate allocation agreement wherein the flats together with car parking spaces together with proportionate common areas appurtenant thereto together with proportionate undivided share

in the land shall be mutually allocated by and between the Owners and the Developer and each party shall be entitled to sell its allocation separately then in that event the refund of the unrefunded/unadjusted part of the security deposit will be from the very first sale proceeds of Owner's allocation but in case the Owners do not wish to sell their allocation and retain it, in that event the Owners shall first refund the outstanding amount of security deposit immediately to the Developer or hand over proportionate space in lieu of refund of balance security deposit.

- 12.5 Notwithstanding anything contained herein, in case this Agreement gets terminated before the commencement of construction for any reason then in that event the Owners shall forthwith refund the Security Deposit along with interest @ 12% p.a to the Developer and regarding the expenses incurred by the Developer towards the Project Cost shall be borne by the party who will be held liable for such termination.
- 12.6 All benefits under the Income Tax Act for development of the housing project, if the project satisfy the conditions/specification as provided in section 80-1BA of the Income Tax Act 1961 and rules and regulations framed thereunder, would be available to the Developer and it would be entitled to claim all such benefits.
- 12.7 All the transferees including those under the Owner's Allocation shall pay to or deposit with the Developer the Extras and Deposits (EDC) mentioned in the **FOURTH SCHEDULE** hereunder written for the Units to be acquired. If certain parts of Owner's allocation remain unsold on completion of a phase or construction and/or finishing of the entire Building complex and/or phases thereof, such extras and deposits shall be payable by the Owners.
- 12.8 The cost of marketing of the Project / Building Complex would be shared by and between the Owners and the Developer in the ratio of their respective allocation (hereinafter referred to as "the said ratio"). The marketing costs which includes all the marketing related costs such as advertisement and promotion costs of the project shall be shared by the Owners and the Developers as agreed which the Owners shall pay to the Developer as a marketing cost (inclusive of advertisement and promotion costs of the project, brokerage, commission and all other costs and expenses on any account whatsoever relating to marketing or sale). In connection with the sharing of realization the following is agreed:-
- 12.8.1 Except Extra Charges and Deposits (EDC) as mentioned in **FOURTH SCHEDULE**, all proceeds and receivables in gross on any

account whatsoever arising from the sale or transfer or otherwise of any Transferable Areas (in short Realization) by the parties jointly as above shall belong to the Owners in the said ratio i.e. 25 % and to the Developer in the said ratio of 75% as the case may be.

- 12.8.2 Extras and Deposits (EDC) shall be realized solely by the Developer from the proposed buyers of the transferable areas both under the Owners as well as Developer's Allocation.
- 12.8.3 The Owners specifically agree and acknowledge that notwithstanding the allocation of the Units forming part of their respective Shares in terms of clause 14.8 below, in addition to its own Share the Developer shall also be exclusively entitled to and shall have exclusive right to transfer or dispose of the Units forming part of the Owners Share in such manner and on such terms and conditions as Developer may deem fit and proper and be exclusively entitled to receive and realize the entire proceeds thereof with the sole obligation to pay to the Owners the Sale Proceeds arising out of the transfer or otherwise of the Units in their respective Shares in the Project in the manner agreed in this Agreement.
- 12.8.4 The Sale Proceeds shall be received in the name of the Developer and deposited in a separate bank account to be opened with any Schedule bank ("**Sale Proceeds Bank Account**"). Suitable standing instructions shall be given to the bank within 7 (seven) days of the end of every month, for disbursement of all the proceeds deposited in the Sale Proceeds Bank Account to the Owners and the Developer and for the purpose of above, all the Owners shall separately open their account which will be identified as the 'Owners Sale Proceed Bank Accounts' and proportionate share of the Owners sale proceeds would be credited to the said "Owners Sale Proceed Bank Accounts'.
- 12.8.5 The Developer shall provide a Quarterly statement of account to the Owners giving details of the total Sales Proceeds received by the Developer during the Quarter and calculation of the Owners Share.
- 12.8.6 The account will be reconciled at the end of every 3 (three) months and if it is found that any party has received less than its allocation of proportionate share of the Sale Proceeds in the manner as mentioned in clause 12.8.4, then the difference amount payable to such party shall be paid by the other party within 15 days. Interest at the rate of 12% (twelve percent) per annum shall be payable for delay in payment. In the event any liability of the Owners is paid by the Developer then the same shall be adjusted at the time of

reconciliation. Further, any outstanding on account of marketing costs and brokerage shall also be adjusted at the time of reconciliation.

13. MORTGAGE OF THE LAND:

Subject to the to the written consent obtained from the respective Owners, the Developer can exercise its right and authorities to arrange for financing of the project (Project Finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be applicable. Such finance may be secured by mortgaging the respective Owners land in favour of any bank and/or financial institution by deposit of original title deeds of the said project land by way of Equitable Mortgage and/or by executing Simple Mortgage and/or by creating registered mortgage. Further, the Developer may execute any document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of deposit title deeds, deliver the title deeds and to receive back the title deeds, etc,. Notwithstanding the same, the Developer shall take the project finance without creating any charge / liability in respect of Owners share of revenue or Owners' allocation in the project. In case owing to any loans or finances obtained by the Developer, the Owners suffer any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owners saved harmless and indemnified in respect thereof.

14. DEALING WITH SPACES IN THE NEW BUILDINGS:

14.1 The Owners agree and undertake that (i) the Developer shall have the exclusive right to launch the Project, name the Project, display, signage/ display rights (whether on hoardings or on terraces or otherwise) and sell/ license/transfer the Developer's Share, in such manner and on such terms, as may be deemed appropriate by the Developer, in its sole and absolute discretion; (ii) the name and/or identification numbers given to the buildings or portions thereof of the Project shall be displayed in a manner as may be decided by the Developer in its sole discretion; (iii) no signboard, hoarding or any other logo or sign shall be put up by the Owners on the Buildings on the exterior of the Buildings or on the outer walls of the Buildings of the Project; and (iv) the Owners shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the Buildings of the Project nor do anything which

may cause nuisance or obstruction or hindrance to the Intending Purchasers.

- 14.2 All the spaces in the new buildings will be marketed by the Developer through common marketing agency/agencies to be appointed by the Developer (collectively Marketing Format) and the marketing agents shall act on behalf of the Owners and the Developer.
- 14.3 The Developer shall arrange brokers for selling out the Units of the Project and all brokerage charges etc for the same shall be shared by the Parties in proportion of their respective allocations. Any Goods and Service Tax ['GST'] (or any other indirect tax) charged by broker shall also be shared proportionately.
- 14.4 In marketing the said project, name and logo of Developer only would be boldly displayed in all marketing materials.
- 14.5 The Developer shall ensure that the advertising and marketing is carried out in a manner that is consistent with and not in derogation of or conflict with any of the terms or provisions of this Agreement and the other Applicable Laws.
- 14.6 Subject to other terms and conditions mentioned herein the Developer shall be exclusively entitled to and shall have exclusive right to transfer or otherwise deal with or dispose of the Unit(s) in the Project in such manner and on such terms and conditions as Developer may deem fit and proper.
- 14.7 The parties in consultation with each other shall determine the price for sale or disposal of the spaces in the new building/s to be constructed by the Developer on the said land keeping in view the economics and market response of the project. No Transferable Areas shall be sold below such basic price.
- 14.8 The parties in consultation with each other shall periodically revise the rates for sale of various types of transferable areas and the same shall be adhered to. In case the Owners are not willing to sell at the price as decided by the Developer then in that event, the parties may decide to mutually allocate those unsold areas which are the subject matter of disagreement, and in that event the parties shall immediately mutually allocate the concerned unsold areas separately amongst themselves on equitable basis i.e. Unit/Flat/block wise as per the said ratio and thereafter the sharing of the proceeds of the aforesaid allocated areas will stop and each party will sell their allocated space independently and in that case the Owners marketing expense shall not be applied to such

allocated area and Brokerage will not be applicable and will be paid directly by Owners and Developer to the Agent. In such event, if Project finance is availed, then the Funding Banker/Financial Institute shall be entitled to carry out re-appraisal of the funding status on that date and make necessary amendment to the existing funding scheme so as to release the Owner allocation.

14.9 The Parties hereby agree, undertake and acknowledge that, (i) all agreements for sale/ lease/ license/ allotment whether Unit/ flat/ villa buyer agreements and (ii) any other agreement or memorandum of understanding or letter of intent for sale, booking of any Unit, flat, apartment or any other space/ area in their respective Shares in the Project Land; and (iii) any other agreement or memorandum of understanding or letter of intent or letter or form to accept or receive any request for booking or allotment of sale/ lease/ license of any flat, apartment, Unit or any other space/ area in the Project Land; and (iv) any power of attorney or indemnity bond or undertakings or other agreements which are ancillary to the agreements contemplated above (hereinafter collectively the "**Unit Agreements**"), shall be prepared by the Developer and further the Developer shall have all right, power and authority to execute and register the Deed of Conveyance for the Unit(s) and the proportionate undivided interests in the Land in favour of the Intending Purchasers of the Unit(s). The Owners, as and when called upon by the Developer, shall join and execute all such Deeds of Conveyance as the confirming party or in such capacity as may be appropriate in the context. The Owners agree and undertake to execute simultaneously herewith or any time hereinafter a special power of attorney in favour of the Developer authorizing the Developer, inter alia, to enter into agreements, arrangements with Intending Purchasers and execute and present for registration deeds of conveyances for undertaking to transfer and/or transfer of the Units along with the undivided proportionate share in the Said Land comprised in the Units to the intending Purchasers. The stamp duty and registration fees on any such Power of Attorney shall be paid by the Developer.

14.10 The Developer shall make over possession of the separate Owners' Allocation or so much thereof as would be ready for possession in the concerned phase, subject however the Owners refunding the apportioned deposit to the Developer as per clause 12.4 hereinabove in the manner mentioned therein. The balance portion out of such allocation, if still to be completed shall be completed by the Developer and would be made over in the manner herein contained.

14.11 The Developer and Owners shall execute and register with the appropriate registering authorities Deeds of Conveyance or other

document for transferring and/or demising of any saleable space in the New Buildings as aforesaid unto and in favour of the intending purchasers/transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers/transferees as the case may be. For separate developer's allocations, the Owners shall execute the deeds of conveyance in respect of the land share attributable to any completed unit forming part of the developer's allocation in any phase only upon delivery of the completed separate Owner's allocation in such phase by the Developer to the Owner's. For separate Owner's allocation, the Developer shall if so required by the Owners join in as party to any agreement or deed in favour of the Transferees.

14.12 All agreements, sale deeds and documents of transfer shall have both the Owners and the Developer as parties and signed by their respective authorized signatory.

14.13 The Owners shall also be liable for the actual proportionate common expenses in respect of any separately allocated unsold Units delivered to the Owners.

14.14 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the New Buildings shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof applicable to transferees together with amenities and facilities therein as are stipulated in this agreement or that would be drafted by the Developer's Advocates and the parties hereby undertake to each other that neither of them shall deviate from such restrictions stipulations, covenants, terms and conditions.

15. SHARE OF OWNERS' AND DEVELOPER IN THE DEVELOPMENT:

15.1 It is clearly agreed by and between the parties that in the case of revenue sharing model the total realization from sale and transfer of all saleable spaces in the project shall be allocated amongst the parties in the following ratio:

Sl #	Particulars	% percentage of shares		Remarks
A	To the Developer		75.00 %	Devashilpi Estate Developers Pvt Ltd
B	To the Owners :-			
a)	First Owner	17.45 %		Mahadeo Shaw
b)	Second Owner	6.39 %		Urmila Devi Bhalotia

c)	Third Owner	1.16 %		Shyam Narayan Bhalotia
	Total		25.00 %	

15.2 If at any stage of development the parties decide to adopt the space sharing model in such event the constructed spaces remaining unsold shall be shared by the parties in the aforesaid ratio to be equitably allocated amongst the parties by metes and bounds separately identified by executing an Allocation Agreement. In such event, if Project finance is availed, then the Funding Banker/Financial Institution shall be entitled to carry out re-appraisal of the funding status on that date and make necessary amendment to the existing funding scheme so as to release the Owner's allocation.

16. MUNICIPAL TAXES, OTHER TAXES AND OUTGOINGS:

16.1 All Municipal rates and taxes or land revenue and outgoings (collectively called Rates) on the said land relating to the period prior to the date of execution hereof shall be borne, paid and discharged by the Owners and such dues shall if detected hereafter be borne and paid by the Owners as and when called upon by the Developer, without raising any objection thereto.

16.2 As from the date of execution hereof, the Developer shall pay the Rates in respect of the said land till such time the New Buildings are ready for occupation upon issuance of statutory Completion Certificate in respect thereof, after which, the Transferees shall become liable and responsible for payment provided that in case the Developer is liable to pay any Rates in respect of unsold and unallocated portions of duly completed New Buildings, the Owners shall reimburse proportionately their part of the same to the Developer.

16.3 It is agreed and recorded that the Owner's and the Developer and/or their respective intending Purchasers shall be liable to bear and pay Goods and Service Tax ['GST'] or any other kind of tax or imposition or burden as may be payable and/or applicable.

17. POST COMPLETION MAINTENANCE:

17.1 On completion of each phase the Developer shall give a notice to the Owners informing thereabout. Before giving notice as aforesaid, the Developer shall obtain the statutory Occupancy Certificate from the concerned municipal authorities in respect of the area forming part of such notice and make the same habitable including in respect of the services (such as water, drainage, electricity, lift etc.) and infrastructure.

- 17.2 In case of separate allocation of any part of the Owners Allocation in terms hereof and the same remaining unsold, on and from the date of expiry of the notice of Completion given in respect of the phase containing the same in terms of clause 17.1 above and subject to the Developer having complied with its obligations regarding the construction and completion thereof in terms hereof, the Owners shall be deemed to have taken over possession for the purpose of determination of liability and shall become liable and responsible for the payments of maintenance charges (at the same rate as the Developer would pay the same for the separately allocated and unsold areas forming part of the Developer's Allocation) and Rates in respect thereof irrespective of the fact whether actual physical possession was taken or not.
- 17.3 The Parties and/or their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates for their respective units to the concerned authorities/Maintenance in charge in accordance with the terms and conditions hereof and in case any transferee is in default in payment of its liability, such transferee shall keep the parties hereto indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by the other thereby.
- 17.4 The Developer shall be at liberty to incorporate an Association upon completion of the Project to look after, manage and administer such maintenance work on account of the Intending Purchasers of the Units in the Building (s) constructed on the Said Land and also realize the monthly maintenance charges and incur costs and expenses for the maintenance.
- 17.5 Till handing over of the project to the Association the Developer shall be responsible for the management, maintenance and administration of the New Buildings or at its discretion appoint an agency to do the same. The Owners hereby agree to abide by all the common rules and regulations to be framed for the management of the affairs of the New Buildings.
- 17.6 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the New Buildings and 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 New Buildings, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments and all other expenses incurred for common purpose.

18. COMMON RESTRICTIONS:

- 18.1 The Building Complex shall be subject to the restrictions as are applicable to Ownership buildings, intended for common benefit of all occupiers of the New Buildings.
- 18.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the New Buildings shall permit the agency to be appointed, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof with prior notice.
- 18.3 It is agreed between the parties that the Developer shall frame a scheme for the management and administration of the New Buildings and all the occupiers of the building shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the New Buildings.

19. OBLIGATIONS OF THE DEVELOPER:

- 19.1 The execution of the Project shall be in conformity with the sanction plans and prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.
- 19.2 The Developer shall be responsible for planning, designing development and construction of the New Buildings with the help of professional bodies, contractors, etc.
- 19.3 The Developer has assured the Owners that they shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.
- 19.4 The Developer shall construct the New Buildings at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the laborers, staff and employees engaged by it and all Transferees and shall alone be liable for any loss or for any claim arising from such construction or otherwise relating thereto and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 19.5 All tax liabilities in relation to the construction including Goods and Service Tax ['GST'], sales tax, works contract tax and other dues shall be

paid by the Developer subject to the condition that all statutory levies and taxes applicable for sale of the Owners Allocation to the buyers thereof shall be entirely on account of the Owners.

- 19.6 The costs of marketing and publicity/advertisement campaigns shall be shared and borne by the parties in as agreed herein but the marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Developer.
- 19.7 The Developer hereby agrees and covenants with Owners not to transfer and/or assign the benefits of this agreement or any portion thereof without the consent in writing of the Owners first obtained. It is clarified that the Developer shall until completion of the building complex be under the control and management of its present constituents and of no one else.
- 19.8 The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the New Buildings.

20. OBLIGATIONS OF OWNERS:

During the subsistence of this agreement:

- 20.1 The Owners undertake not to disturb, interrupt or interfere with or commit any act or omission which would in any manner result in any detriment to the Development Rights of the Developer or delay or stoppage of the Project.
- 20.2 The Owners undertake to fully co-operate wherever necessary with the Developer for any requirement of the Developer for obtaining all permissions required for development of the said Land.
- 20.3 The Owners undertake to act in good faith towards the Developer and covenants that after execution of this Agreement, and except in accordance with the terms hereof, they shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance in or over or in relation to the Said Project Land and/ or the constructed area or any part thereof so that the Project can be successfully completed.
- 20.4 The Owners shall provide the Developer with all available documentation and information relating to the said land as may be required by the Developers from time to time.

- 20.5 The Owners shall not do any act, deed or thing whereby the Developer may be prevented from discharging their functions under this Agreement.
- 20.6 The Owners hereby covenants not to cause any interference or hindrance in the construction of the New Buildings.
- 20.7 The Owners hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or saleable area in the manner and to the extent mentioned in this agreement.
- 20.8 During the subsistence of this agreement the Owners shall not transfer any part or portion of the said land to any other person without the prior written consent of the Developer. The restriction in this clause shall not affect the transfer of the Owners' Allocation or any part thereof in any manner.
- 20.9 Except with the prior permission from the Owners in writing, the persons now in control and management of the constituents of the Developer shall not part with their controlling interest except within promoter group of the constituents.
- 20.10 The Owners shall settle all existing and /or future litigations affecting any part or portion of the Said Land and withdraw or cause to be withdrawn the cases and vacation of the Injunction Orders, if any.

21. INDEMNITY:

- 21.1 The Developer shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the New Buildings, accidents including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations laws or bye-laws or arising out of any accident or otherwise or violation or breach of its obligations hereunder by the Developer or any attorney appointed under the powers of attorney to be granted by the Owners in pursuance hereof.
- 21.2 The Owners shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the 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 land or any of their representations being incorrect.

22. MISCELLANEOUS:

- 22.1 This Agreement is being entered into by the Developer without being satisfied about the title of the Owners in respect of the said land and pending the investigation of title thereof. The Owners shall, at all material times, be liable and/or responsible to make out marketable title in respect of the said land to the satisfaction of the Developer and shall be liable to answer the requisitions that may be raised or made in respect of the title of the Owners in the said property. The Owners shall keep the Developer safe, harmless and indemnified against any liability in respect of the title of the said land.
- 22.2 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.
- 22.3 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 22.4 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 22.5 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 22.6 If the Developer desires to register this Agreement they shall make payment of appropriate stamp duty and registration charges. The Owners shall however provide all co-operation to the Developer to do that including being present before the registering authorities as and when required by the Developer.
- 22.7 It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings 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 Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners 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 Owners also

undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.

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

22.9 The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's Allocation. Similarly the Developer shall not be liable for any Income Tax or Wealth Tax in respect of transfer of the Owners' Allocations and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owners' Allocations.

22.10 The name of the project and logo shall be decided by the Developer.

23. DEFAULTS:

23.1 The following shall be the events of default:-

23.1.1 If the Owners fails to do or cause to be done all deeds and things at its costs and expenses to satisfy the Developer as to the title of the Owners to the said land.

23.1.2 If the Owners fail to apply for and obtain mutation of the said land in the names of the Owners with the records of the B.L. & L.R.O in terms hereof.

23.1.3 If the Developer complies with its obligations hereunder and the Owners fail to comply with any other obligation contained herein.

23.1.4 If the Developer fails to apply for and obtain the sanctioned plans or to construct, erect and complete the Building Complex deliver the Owners' Allocation within the time and in the manner contained herein.

23.1.5 If the Developer fails to perform its other obligations in the manner or within the time stipulated herein or otherwise is in breach of any obligation contained herein.

- 23.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with their obligation in default within the time and in the manner to be mentioned in the said notice.
- 23.3 Upon receipt of such notice, the defaulting party shall remedy the said event of default and/or breach within the time and in the manner mentioned herein.
- 23.4 In case the default continues for a period of thirty (30) days thereafter, in such event, the aggrieved party shall be entitled to serve a notice on the defaulting party.
- 23.5 On expiry of said period of notice, if the defaulting party are the Owners, then the Developer shall be entitled to take over the responsibility of the defaulted item or items upon itself on behalf of the Owners and shall be entitled to complete the same at the, costs and expenses of the Owners. In the event of dispute between the parties as to the quantum of the costs and expenses, the same shall be decided by arbitration.
- 23.6 In the event, the Developer is unable to rectify the breach or the default in spite of its efforts, then the Developer shall be entitled to serve a notice of termination of this agreement or vice-versa.
- 23.7 On expiry of said period of notice, the parties shall at first try to mutually settle the dispute and if they fail in their effort the matter shall be referred to the Arbitrator.

24. FORCE MAJEURE:

- 24.1 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 reasonable control of the Party so prevented and does not arise out of any act or omission of the Party so prevented or breach by such Party of any of its obligations under this Agreement or which could have been prevented by the party so prevented it by being diligent, vigilant or prudent, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or any relevant Government or Court orders materially affecting the continuance of the obligation or any local issues beyond the control of the Developer which may hamper the implementation of the Project such as Strike, lockout, non-availability of materials or other labour difficulties or existence of any adverse condition which causes a material or adverse

effect or impact on the Project and/or the Land resulting in stoppage or suspension of work or sale of Units in the Project for a continuous period exceeding 30 (thirty) days

24.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that 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 and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such further time after the cessation, as mentioned in clause 23.3 hereto. Neither the Owners 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 Party shall be deemed to have defaulted in the performance 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.

24.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof.

24.4 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 Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

25. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied. This Agreement shall take effect on the Date of this Agreement and shall remain in force till Completion. Neither Party shall, except as provided in this Agreement, have the right to terminate the Agreement.

26. AMENDMENT/MODIFICATION:

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.

27. ORIGINAL/CERTIFIED COPY:

The registered original Agreement will be retained by the Developer and the certified copy will be preserved by the Owners.

28. ASSIGNMENT AND SUB CONTRACT:

28.1 The Developer shall at all times be permitted to assign its rights, obligations and interest in the Agreement (or part thereof), Development Rights, Project and/or built up area to any third party or to its affiliate/ subsidiary company with the prior written consent of the Owners.

28.2 The Developer shall at all times be entitled to engage and contract out construction/ development of the Project or any specific aspect to any sub-contractor/ contractor on such terms and conditions as the Developer may deem fit and appropriate.

28.3 The Owners shall not assign any rights and obligations contained herein to any person without prior written permission of the Developer.

29. FURTHER ACTS:

Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the Approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be effected, each Party will use all reasonable endeavors to obtain such Approvals.

30. AUTHORIZATION:

The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing.

31. CONFLICT:

To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the Owners or the Project Land or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

32. SPECIFIC PERFORMANCE OF OBLIGATIONS:

The Parties to this Agreement agree that, to the extent permitted by the Applicable Law, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may

be specifically enforced against a defaulting Party.

33. NOTICE:

33.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courier service to the 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). So far as the Owners and Developer are concerned the notice should only be given to:

Sl	Name and Address of the Parties	
A	<i>In case of the Owners:</i>	
a)	First Owner:	Mr. MAHADEO SHAW DR. G.C.GHOSH ROAD PO & PS: RANIGANJ-713347 DIST: PASCHIM BARDHAMAN WEST BENGAL Phone +91 8101177853 Mob:9153426406 Email: amitshaw.245@rediffmail.com
b)	Second Owner:	Mrs. URMILA DEVI BHALOTIA SUITE NO.50, 2 ND FLOOR, "KARNANI ESTATE" 209, A J C BOSE ROAD, KOLKATA-70017 (WB) Phone: +91 33 22895647 Mob:9433321841 Email:URMILA@BHALOTIA.IN
c)	Third Owner:	Mr. SHYAM NARAYAN BHALOTIA SUITE NO.50, 2 ND FLOOR, "KARNANI ESTATE" 209, A J C BOSE ROAD, KOLKATA-70017 (WB) Phone: +91 33 22895647 Mob:9339237100 Email:SHYAM@BHALOTIA.IN
B	<i>In case of the Developer:</i>	
	Mr. SACHIN KUMAR BHALOTIA (Director) DEVASHILPI ESTATE DEVELOPERS PRIVATE LIMITED SUITE NO.50, 2 ND FLOOR, "KARNANI ESTATE" 209, A J C BOSE ROAD, KOLKATA-70017 (WB) Phone: +91 33 4600 2600 Mob:9433078299	

		Email: DEVASHILPI@BHALOTIA.IN

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

33.2.1 If delivered personally, at the time of delivery and duly receipted.

33.2.2 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.

33.2.3 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. All facsimile transmission shall without affecting the delivery, be followed by a delivery in terms of clause 33.2.1 or 33.2.2 above.

33.3 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 by 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.

34. SPECIFIC PERFORMANCE:

In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach?

35. ARBITRATION:

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 endeavors 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. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be

referred to, and finally resolved by, arbitration by an Arbitration Tribunal formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made there under. The arbitration shall be conducted in English and venue shall be Kolkata only.

36. JURISDICTION:

Only Courts having territorial jurisdiction over the said Property shall have jurisdiction in all matters arising here from.

THE FIRST SCHEDULE ABOVE REFERRED TO:
THE SAID LAND

ALL THAT the pieces and parcel of land containing an area of 60.17 **decimal** equivalent of 1.82 **Bighas** be the same a little more or less situate lying at various R.S.Dags 38 & 48 and L.R Dags 48 & 50 of Mouza Searsole, (J.L.No 17) A.D.S.R Raniganj, Police Station Raniganj, under Asansol Municipal Corporation in the District of Paschim Bardhaman, in L.R Khatian No.208, 8431 & 8432.

FIRST SCHEDULE				
MOUZA - SEARSOLE				
SAID LAND ACQUISITION STATUS				
R.S. DAG No.	L.R. DAG No.	CLASS OF LAND	TOTAL LAND AREA OF THE PLOT (DECIMAL)	LAND AREA PROVIDED BY OWNERS (DECIMAL)
38	48	BAID	70.00 Dec.	39.57 Dec
40	50	BAID	336.00 Dec.	20.60 Dec
TOTAL		DECIMAL		60.17 Dec

Machodso Shree

IN TOTAL **60.17(SIXTY POINT ONE SEVEN) DECIMALS/SATAKS** of the **aforesaid land** delineated in the Plan attached herewith, should be treated as part of this Agreement the said land butted and bounded as detailed below:

On the North:	Land of Others
On the South:	G T ROAD,
On the East:	Land of Others
On the West:	Land of Robi Mondal

THE SECOND SCHEDULE ABOVE REFERRED TO:
COMMON AREAS, FACILITIES AND AMENITIES

1. Entrance Gate with Security Room
2. Security and surveillance facility
3. Games room.
4. Landscaped garden with Children play zone.
5. Common roof.
6. Filtered water supply.
7. Cable TV wiring.
8. Septic Tank/ STP
9. Common area lighting

Any other facilities may be decided by the Developer at their discretion.

THE THIRD SCHEDULE ABOVE REFERRED TO:
COMMON EXPENSES

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the building complex and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private passage in good repair and clean and tidy and edged where necessary and clearing the private passage when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the building complex.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building complex.
9. Cleaning as necessary of the areas forming parts of the building complex.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the building complex and providing such additional apparatus as the builder may think fit.
11. Providing and arranging for the emptying receptacles for rubbish.

12. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether charged by central, state or local body) assessed charged or imposed upon or payable in respect of the various buildings of the building complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual Owners of any Unit.
13. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual Owners of any Unit.
14. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
15. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
16. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the Owner's/occupier of any flat/flats.
17. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Builder may from time to time be considered necessary for the carrying out of the acts and things mentioned in this Schedule.
18. Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.
19. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management Company/Association it is reasonable to provide.
20. In such time to be fixed annually as shall be estimated by the Holding Organization (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.

21. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organization for the Owner's of the Units and shall only be applied in accordance with the decision of the Holding Organization.
22. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the building complex.
23. Any other expense for common purpose

THE FOURTH SCHEDULE ABOVE REFERRED TO:
DEPOSITS/EXTRA CHARGES/TAXES

1. **Special Amenities/Facilities:**
Provision of any special amenities/facilities in the common portions including Club Facilities and Development charges etc.
2. **Upgradation of fixtures and fittings:**
improved specifications of construction of the said building complex over and above the Specifications described.
3. **Sinking Fund**
4. **Transformer and allied installation:**
Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
5. **Diesel Generator Charges**
6. **Legal Charges**
7. **Taxes:**
deposits towards Municipal rates and taxes, etc.
Stamp Duty, Registration Fees, Goods and Service Tax [GST] and any other tax and imposition levied by the State Government, Central Government or any other authority
8. **Common Expenses/Maintenance Charges/Deposits:**
proportionate share of the common expenses/maintenance charges as may be levied.
9. **Formation of Association/Holding Organization**
10. **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Building complex, at actual.
11. **Internal Layout Change:**
any internal change made in the layout of the Owners' Allocation and/or up gradation of fixtures and fittings.

THE FIFTH SCHEDULE ABOVE REFERRED TO:**Part - I****(Developers' Allocation)**

ALL THAT the **75% (Seventy Five Percent)** of the total realization from sale of constructed areas of the Building complex to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered), **TOGETHER WITH** the undivided proportionate impartible part or share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space

Part - II**(Owners' Allocation)**

ALL THAT the Owners allocation will be **25% (Twenty Five Percent)** [out of which **17.45% (Seventeen Point Four Five Percent)** will be of the First Owner Mr. Mahadeo Shaw and **6.39% (Six Point Three Nine Percent)** will be of Second Owner Mrs. Urmila Devi Bhalotia and **1.16% (One Point One Six Percent)** will be of Third Owner Mr. Shyam Narayan Bhalotia], of the total realization from sale of constructed areas Saleable area of the Building complex to comprise in various flats, units, apartments, and/or constructed spaces of the buildings to be constructed on the said Land **TOGETHER WITH** the share in the same proportion in car parking spaces (open and covered), **TOGETHER WITH** the undivided proportionate impartible part or share in the said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities and the signage space

THE SIXTH SCHEDULE ABOVE REFERRED TO:
SPECIFICATIONS

FLOORING – Vitrified tiles

TOILETS AND KITCHEN – Ceramic/Vitrified tiles (Anti Skied)

STAIRCASE – I P S/Stone/Tiles/Mosaic/Concrete polished with railing.

DOORS -Flush door/ Aluminum window with glass for balcony

WINDOWS - Aluminum window with glass.

BATHROOM FITTINGS - SS chrome fittings. /CP

KITCHEN – Black Stone top counters with stainless steel sink. Ceramic tiles up to 2 feet above kitchen platform.

ELECTRICAL - Concealed wiring. Semi modular switches of reputed brands.

WALLS - Plaster of Paris finish. / Gypsum plaster.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

The Owner's purchased the Said Land by following registered Conveyance Deeds at the office of ADSR Raniganj in Book No. 1

Sl. No.	Deed No.	Vendors Name	Purchaser/s Name	R.S. Dag No.	L.R. Dag No.
1	393 of 1986 at ADSR Raniganj	Suresh Kr. Gupta	Mahadeo Shaw	38 40	48 50
2	988 of 1998 at ADSR Raniganj	Sumitra Devi & Bijoy Kr. Shaw	Mahadeo Shaw	38	48
3	1182 of 2019 at ADSR Raniganj	Tapas Chakraborty Monoranjan Tapadar Dhananjoy Tapadar Kalisadhan Tapadar	Urmila Devi Bhalotia	38 40	48 50
4	1351 of 2019 at ADSR Raniganj	Tapas Chakraborty Monoranjan Tapadar Dhananjoy Tapadar Kalisadhan Tapadar	Shyam Narayan Bhalotia	40	50

The finger print, of both the hands of the parties are taken on a separate sheet (bond) and annexed herewith which should be treated as part of this Agreement.

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

WITNESSES:-

1. Rampal Mishra
S/O Sni Arabinda Mishra
Seansole, P.O. Seansole
Raybari, P.S. Raniganj
Dt-Burdwan

1. Mahadeo Shaw.

2. Urmila Devi Bhalotra

2. Amit Kumar Shaw
S/O Sni Mahadeo Shaw
Dr. T.C. Ghosh Road
Po.- Raniganj - 713347
Dist - Paschim Burdwan

3. Srijomnarayan Bhalotra

SIGNATURE OF THE OWNERS/FIRST PARTY

Drafted by me
Sajal Baudopatiyay
Advocate
Enrolment No. F.215/2016 of 09

For, Devashilpi Estate Developers Pvt. Ltd.

Bhalotra

Director

SIGNATURE OF THE DEVELOPER

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

GRN: 19-201920-006782823-1 Payment Mode Online Payment
GRN Date: 03/09/2019 09:08:24 Bank : HDFC Bank
BRN : 889676088 BRN Date: 03/09/2019 09:15:30

DEPOSITOR'S DETAILS

Id No. : 02040001429533/3/2019

[Query No./Query Year]

Name : SACHIN KUMAR BHALOTIA
Contact No. : 03346002600 Mobile No. : +91 9433078299
E-mail : SACHIN@BHALOTIA.IN
Address : SUIE 50 2ND FL 209 AJC BOSE RD KOLKATA17
Applicant Name : Mr RANJIT MISHRA
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	02040001429533/3/2019	Property Registration- Stamp duty	0030-02-103-003-02	74001
2	02040001429533/3/2019	Property Registration- Registration Fees	0030-03-104-001-16	14507
Total				88508

In Words : Rupees Eighty Eight Thousand Five Hundred Eight only

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER	AKOPS3477K	
	नाम /NAME MAHADEO SHAW	
	पिता का नाम /FATHER'S NAME HIRALAL SHAW	
	जन्म तिथि /DATE OF BIRTH 30-01-1948	
हस्ताक्षर /SIGNATURE		
	आयकर अधिकारी, प.सं.-XI COMMISSIONER OF INCOME-TAX, W.B. - XI	

Mahadeo Shaw



ভারত সরকার

Government of India



মহাদেব শাউ
Mahadeo Shaw
পিতা : হিরালাল শাউ
Father : HIRA LAL SHAW

জন্মতারিখ/DOB: 30/01/1948
পুরুষ / Male



6232 6368 6521

আধার - সাধারণ মানুষের অধিকার

Mahadeo Shaw

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

URMILA DEVI BHALOTIA

RADHESHYAM BAJAJ

15/02/1955
Permanent Account Number
ADJPB3262D

Urmila Devi Bhalotia
Signature



Urmila Devi Bhalotia



ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

ROQ2364248



নির্বাচকের নাম : উর্মিলা দেবী
Elector's Name : ভালোটিয়া
Urmila Devi Bhalotia
স্বামীর নাম : শ্যাম নারায়ন
Husband's Name : ভালোটিয়া
Shyam Narayan
Bhalotia
লিঙ্গ/Sex : ঔ/F
জন্ম তারিখ
Date of Birth : 15/02/1955

Urmila Devi Bhalotia

ROQ2364248

ঠিকানা:

18, T-9/2C, ডায়মন্ড সিটি পশ্চিম, হো - চি - মিন সরানি,
কোলকাতা মিউনিসিপাল কর্পোরেশন, ঠাকুরপুকুর,
কোলকাতা-700061

Address:

18, T-9/2C, DIAMOND CITY WEST, HO -
CHI - MINH SARANI, KOLKATA
MUNICIPAL CORPORATION,
THAKURPUKUR, KOLKATA-700061

Date: 10/01/2013

154-বেহালা পশ্চিম নির্বাচন কেন্দ্রের নির্বাচক নিবন্ধন
আধিকারিকের স্বাক্ষরের অনুকৃতি
Facsimile Signature of the Electoral
Registration Officer for
154-Behala Paschim Constituency

ঠিকানা পরিবর্তন হলে সফল ঠিকানার হোটার নিচে নাম হোল্ডার এ একটি
সম্বন্ধে সফল সঠিক পরিচালনা পত্রের জন্য নির্দিষ্ট ফর্মে এই
পরিচয়পত্রের নম্বরটি উল্লেখ করুন।

In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.

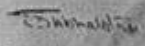
2365962


आयकर विभाग
INCOME TAX DEPARTMENT

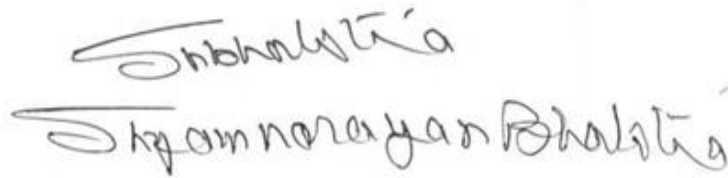
भारत सरकार
GOVT. OF INDIA

SHYAM NARAYAN BHALOTIA
SHIWKARAN DAS BHALOTIA

28/12/1949
 Permanent Account Number
ADEPB5474A


 Signature


 01002013



इस कार्ड के खोने / एने पर कृपया सूचित करें / लौटने /
 आयकर पैन सेवा इकाई, एन एस डी यूएन
 तीसरी मंजिल, सफ़ायर चैंबर,
 नोएटा टेलिफोन एक्सचेंज के नजदीक,
 बानेर, पुणे - 411 045.

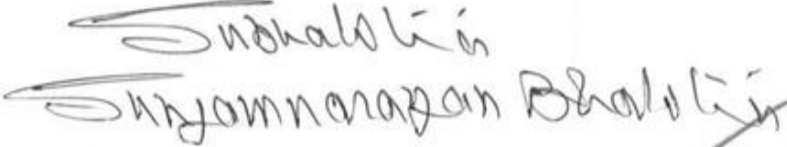
*If this card is lost / someone's lost card is found,
 please inform / return to:*
 Income Tax PAN Services Unit, NSDL,
 3rd Floor, Sapphire Chambers,
 Noida Bsnr Telephone Exchange,
 Baner, Pune - 411 045.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
 e-mail: tininfo@nsdl.co.in


 ভারতের নির্বাচন কমিশন
 परिचय पत्र
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD
 ROQ2364578




নির্বাচকের নাম : শ্যাম নারায়ন
 Bhalotia
 Elector's Name : Shyam Narayan
 Bhalotia
 পিতার নাম : শিবকর দাস
 Bhalotia
 Father's Name : Shikaran Das Bhalotia
 লিঙ্গ/Sex : পুং/ M
 জন্ম তারিখ
 Date of Birth : 28/12/1949



ROQ2364578

ঠিকানা:
 T-9,FLT-2C, ডায়মন্ড সিটি পশ্চিম, 18 হো - চি - মিন
 সরানি, কোলকাতা মিউনিসিপাল কর্পোরেশন, ঠাকুরপুকুর,
 কোলকাতা- 700061

Address:
 T-9,FLT-2C, DIAMOND CITY WEST,
 18,HO - CHI - MINH SARANI, KOLKATA
 MUNICIPAL CORPORATION,
 THAKURPUKUR, KOLKATA- 700061

Date: 18/01/2013 

154-বেহালা পশ্চিম নির্বাচন কেন্দ্রের নির্বাচক নিয়ন্ত্রন
 অফিসারের স্বাক্ষরে অনুমোদিত
 Facsimile Signature of the Electoral
 Registration Officer for
 154-Behala Paschim Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানার খেতের নিচে নতুন ফোনে ও নতুন
 লম্বায় নতুন পত্র পরিবেশন পাওয়ার জন্য নির্দিষ্ট ফর্মে এই
 পরিচয়পত্রের নথিটি উল্লেখ করুন।
 In case of change in address mention this Card No.
 in the relevant Form for including your name in the
 roll at the changed address and to obtain the card
 with same number.



भारत सरकार
GOVERNMENT OF INDIA



श्याम नारायण भालोटिया
Shyam Narayan Bhalotia
जन्म वर्ष / Year of Birth : 1949
पुरुष / Male



4896 8614 9262

आधार – आम आदमी का अधिकार

Bhalotia

Shyamnarayan Bhalotia



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
S/O शिवकरण दास भालोटिया,
सुइट न-५०, करनानी एस्टेट, २^न
फ्लोर, २०९, ए.जे.सि. बोस रोड,
सर्कस अवेन्यु एस.ओ, कोलकाता,
वेस्त बंगाल, 700017

Address:
S/O Shiwkaran Das Bhalotia,
SUITE NO-50, KARNANI
ESTATE, 2ND FLOOR, 209,
A.J.C. BOSE ROAD, Circus
Avenue S.O, Circus Avenue,
Kolkata, West Bengal,
700017

1947
1800 180 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No.1947,
Bengaluru-560 001

आयकर विभाग
INCOME TAX DEPARTMENT


भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
 Permanent Account Number Card

AACCD8997N


नाम / Name
**DEVASHILPI ESTATE DEVELOPERS
 PRIVATE LIMITED**



27042019

निगमन/गठन की तारीख
 Date Of Incorporation/Formation
10/06/2008

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं:
 आयकर पैन सेवा इकाई, एन एस डी एल
 चौथी मंजिल, मंत्री स्टर्लिंग,
 प्लॉट नं. 341, सर्वे नं. 997/8,
 मॉडल कॉलोनी, दीप बंगला चौक के पास,
 पुणे - 411 016.



*If this card is lost / someone's lost card is found,
 please inform / return to :*

Income Tax PAN Services Unit, NSDL
 4th Floor, Mantri Sterling,
 Plot No. 341, Survey No. 997/8,
 Model Colony, Near Deep Bungalow Chowk,
 Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
 e-mail: tininfo@nsdl.co.in

For, Devashilpi Estate Developers Pvt. Ltd.

R. Shalaka

Director



For, Devashilpi Estate Developers Pvt. Ltd.

S. Bhalotia
Director



ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

ROQ2364586



নির্বাচকের নাম : শচীন কুমার
ভালোটিয়া
Elector's Name : Sachin Kumar Bhalotia
পিতার নাম : শ্যাম নারায়ন
Father's Name : Shyam Narayan
Bhalotia
পেশা/Sex : পুং/ M
জন্ম তারিখ
Date of Birth : 08/12/1976

For, Devashilpi Estate Developers Pvt. Ltd.

S. Bhalotia
Director

ROQ2364586

ঠিকানা:
T-6, FLT-8G, DIAMOND CITY WEST,
18, HO - CHI - MINH SARANI, KOLKATA
MUNICIPAL CORPORATION,
THAKURPUKUR, KOLKATA- 700061

Address:
T-6, FLT-8G, DIAMOND CITY WEST,
18, HO - CHI - MINH SARANI, KOLKATA
MUNICIPAL CORPORATION,
THAKURPUKUR, KOLKATA- 700061

Date: 18/01/2013

154-পশ্চিম বঙ্গের নির্বাচন কমিশনের নির্বাচন নিয়ন্ত্রণ
অধিকারিকের স্বাক্ষরের অনুলিপি
Facsimile Signature of the Electoral
Registration Officer for
154-Behala Paschim Constituency

কোন পরিবর্তন হলে নতুন ঠিকানা উল্লেখ করে নিম্নের ফর্মটি
সংক্রান্ত নতুন নতুন পরিবর্তন সংক্রান্ত ফর্মটি জমা করা
পরিষদের নতুন ঠিকানা
In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.



ভারত সরকার
Government of India



রঞ্জিত মিশ্র
Ranjit Mishra
পিতা : অরবিন্দ মিশ্র
Father : Arabinda Mishra

জন্মতারিখ/DOB: 14/01/1981
পুরুষ / Male



5516 0728 2514

আধার - সাধারণ মানুষের অধিকার



ভারতীয় পরিচয় পরিচয় প্রাধিকরণ
Unique Identification Authority of India

টিকানা, বাবু পাতা, সিয়ারসোল
সিয়ারসোল রাজবাড়ী, রানীগঞ্জ (ম)
সেয়ারসোল রাজবাড়ী, বর্ধমান
পশ্চিম বঙ্গ

Address: BABU PARA,
SEARSOLE, SEARSOLE
RAJBARI, Raniganj (m),
Searsole Rajbari,
Bardhaman, West Bengal,
713358



5516 0728 2514

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1800 300 1947

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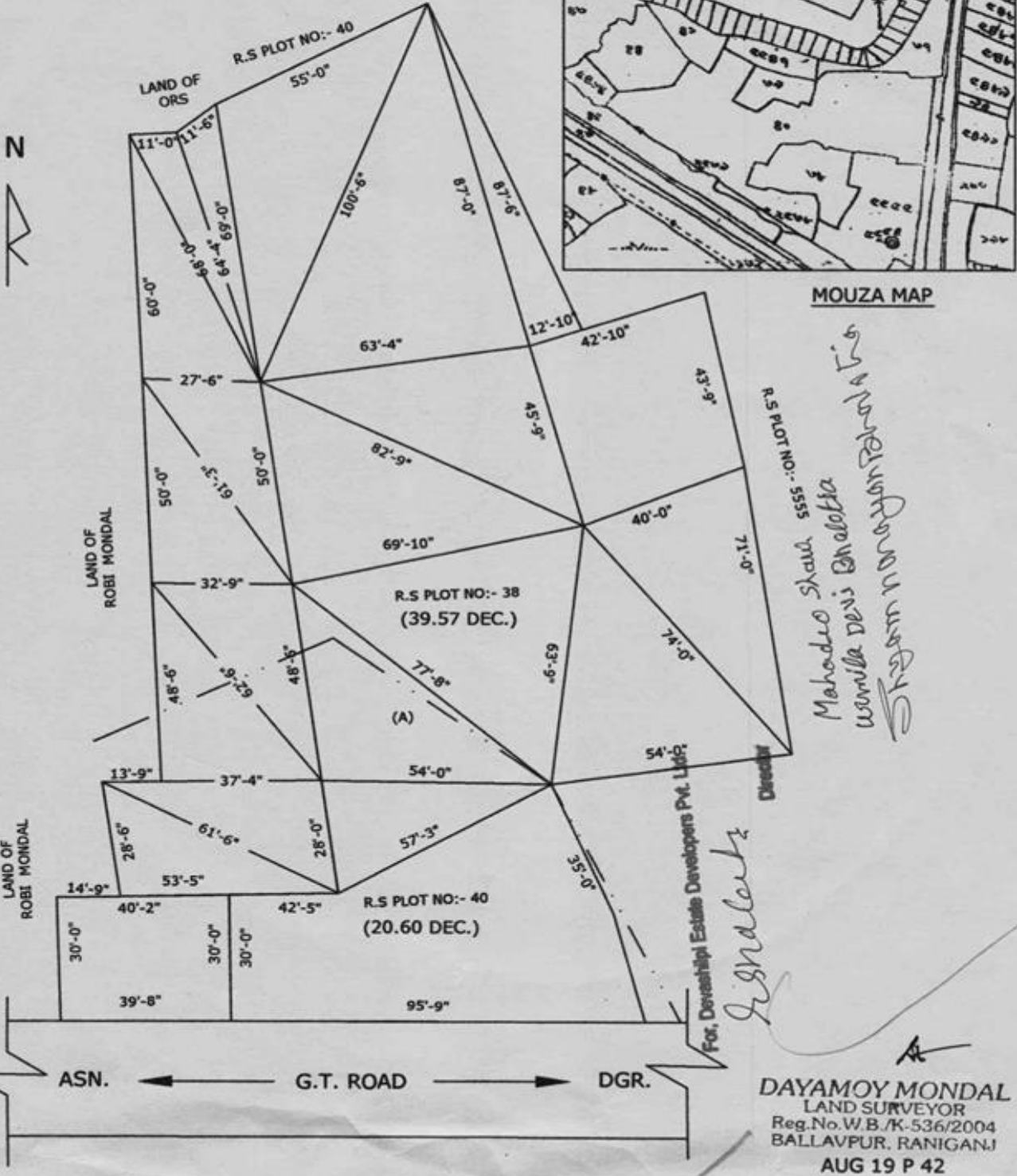
Ranjit Mishra

PLAN SHOWING IN MOUZA SEARSOLE J.L NO:-17 R.S PLOT NO:- 38 & 40 L.R PLOT NO:- 48 & 50 P.S:- RANIGANJ DIST:- PASCHIM BARDHAMAN SCALE:-1"=32'-0"

LAND MEASURING AREA:-
 39.57 DEC. WITHIN R.S PLOT NO:-38 & L.R PLOT NO:- 48
LAND MEASURING AREA:-
 20.60 DEC. WITHIN R.S PLOT NO:-40 & L.R PLOT NO:- 50

OWNER OF THE LAND:-
 1) MAHADEB SHAW S/O LATE HIRALAL SHAW
 2) URMILA DEVI BHALOTIA W/O SHYAM NARAYAN BHALOTIA
 3) SHYAM NARAYAN BHALOTIA S/O SHIWKARAN DAS BHALOTIA

DEVELOPER:-
 M/S DEVASHILPI ESTATE DEVELOPERS PVT. LTD.
REPRESENTED BY:-(DIRECTOR)
 SACHIN KUMAR BHALOTIA



Thumb littlefinger to fore finger

Left Hand

Thumb fore finger to littlefinger

Right Hand

Finger Print attested by me: *S. Bhalotia*

For Devashilpi Estate Developers Pvt. Ltd.

Director

Thumb littlefinger to forefinger

Left Hand

Thumb fore finger to littlefinger

Right Hand

Finger Print attested by me: Mahadeo Shaw.

Director

Thumb littlefinger to forefinger

Left Hand

Thumb fore finger to littlefinger

Right Hand

Finger Print attested by me: *Urmila Devi Bhalotia*

Thumb littlefinger to forefinger

Left Hand

Thumb fore finger to littlefinger

Right Hand

Finger Print attested by me: *S. Bhalotia*



भारत सरकार
GOVERNMENT OF INDIA



सचिन कुमार भालोटिया
Sachin Kumar Bhalotia

जन्म वर्ष / Year of Birth : 1976
पुरुष / Male



2177 9563 9759

आधार – आम आदमी का अधिकार

For, Devashilpi Estate Developers Pvt. Ltd.

Director



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता: S/O श्याम नारायण भालोटिया,
करनानी एस्टेट, सुट न- ५०, फ्लोर- २ न्ड,
२०९, ए. जे. सि बोस रोड, कोलकाता,
सर्कास अवेनुए एस.ओ, कोलकाता, वेस्त
बंगाल, 700017

Address: S/O Shyam Narayan
Bhalotia, KARNANI ESTATE,
SUITE NO- 50, FLOOR- 2 ND,
209, A. J. C BOSE ROAD,
KOLKATA, Circus Avenue S.O,
Circus Avenue, Kolkata, West
Bengal, 700017



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P.O. Box No.1947,
Bengaluru-560 001



ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

ROQ2364586



নির্বাচকের নাম : শচীন কুমার
ভালোটিয়া
Elector's Name : Sachin Kumar Bhalotia
পত্নীর নাম : শ্যাম নারায়ন
Father's Name : Shyam Narayan
Bhalotia
লিঙ্গ/Sex : পুং/ M
জন্ম তারিখ
Date of Birth : 08/12/1976

For, Devashilpi Estate Developers Pvt. Ltd.

S. Bhalotia
Director

ROQ2364586

ঠিকানা:
T-6, FLT-9G, DIAMOND CITY WEST,
18 HO - CHI - MINH SARANI, KOLKATA
MUNICIPAL CORPORATION,
THAKURPUKUR, KOLKATA- 700061

Address:
T-6, FLT-9G, DIAMOND CITY WEST,
18 HO - CHI - MINH SARANI, KOLKATA
MUNICIPAL CORPORATION,
THAKURPUKUR, KOLKATA- 700061

Date: 18/01/2013

154-বেহালা পশ্চিম নির্বাচন কেন্দ্রে নির্বাচন বিষয়ে
অধিকারিকের স্বাক্ষর প্রতিলিপি
Facsimile Signature of the Electoral
Registration Officer for
154-Behala Paschim Constituency

বিভিন্ন পরিবর্তন হলে পুনরায় নির্বাচন কেন্দ্রে গিয়ে নতুন ফর্ম নং 23001-5 এতে
স্বাক্ষর করলে নতুন পরিচয়পত্র পাওয়ার জন্য নির্ধারিত ফর্ম এতে
পরিবর্তনকারী স্বাক্ষর করতে হবে।
In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.

Major Information of the Deed




Deed No :	I-0204-04726/2019	Date of Registration	03/09/2019
Query No / Year	0204-0001429533/2019	Office where deed is registered	
Query Date	02/09/2019 10:16:05 PM	A.D.S.R. RANIGANJ, District: Burdwan	
Applicant Name, Address & Other Details	RANJIT MISHRA SEARSOLE, Thana : Raniganj, District : Burdwan, WEST BENGAL, PIN - 713358, Mobile No. : 9434390398, Status : Buyer/Claimant		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4311] Other than Immovable Property, Receipt [Rs : 14,50,000/-]	
Set Forth value		Market Value	
Rs. 3,00,00,100/-		Rs. 3,00,00,100/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,001/- (Article:48(g))		Rs. 14,507/- (Article:E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		







Land Details :

District: Burdwan, P.S:- Raniganj, Municipality: RANIGANJ, Road: G.T.Road, Road Zone : (Nichu More -- Nigha) ,
Mouza: Searsole, JI No: 17, Pin Code : 713358

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-48	LR-208	Vastu	Baid	39.57 Dec	1,90,00,100/-	1,90,00,100/-	Width of Approach Road: 150 Ft., Adjacent to Metal Road,
L3	LR-50	LR-8431	Vastu	Baid	20.6 Dec	1,10,00,000/-	1,10,00,000/-	Width of Approach Road: 150 Ft., Adjacent to Metal Road,
		TOTAL :			60.17Dec	300,00,100 /-	300,00,100 /-	
	Grand Total :				60.17Dec	300,00,100 /-	300,00,100 /-	

Land Lord Details :




SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr MAHADEO SHAW (Presentant) Son of Late HIRALAL SHAW Executed by: Self, Date of Execution: 03/09/2019 , Admitted by: Self, Date of Admission: 03/09/2019 ,Place : Office			
		03/09/2019	LTI 03/09/2019	03/09/2019

DR, G.C. GHOSH ROAD, RANIGANJ, P.O:- RANIGANJ, P.S:- Raniganj, Raniganj, District:-Burdwan, West Bengal, India, PIN - 713347 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AKOPS3477K, Aadhaar No: 12xxxxxxxx2365, Status :Individual, Executed by: Self, Date of Execution: 03/09/2019 , Admitted by: Self, Date of Admission: 03/09/2019 ,Place : Office				
2	Name	Photo	Finger Print	Signature
	Mrs URMILA DEVI BHALOTIA Wife of Shri SHYAM NARAYAN BHALOTIA Executed by: Self, Date of Execution: 03/09/2019 , Admitted by: Self, Date of Admission: 03/09/2019 ,Place : Office			
	03/09/2019	LTI 03/09/2019	03/09/2019	
SUIT NO. 50, 2ND FLOOR KARNANI ESTATE, 209 A.J.C., P.O:- CIRCUS AVEBUE, P.S:- Beniapukur, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ADJPB3262D, Aadhaar No: 45xxxxxxxx2556, Status :Individual, Executed by: Self, Date of Execution: 03/09/2019 , Admitted by: Self, Date of Admission: 03/09/2019 ,Place : Office				
3	Name	Photo	Finger Print	Signature
	Mr SHYAM NARAYAN BHALOTIA Son of Late SHIWKARAN DAS BHALOTIA Executed by: Self, Date of Execution: 03/09/2019 , Admitted by: Self, Date of Admission: 03/09/2019 ,Place : Office			
	03/09/2019	LTI 03/09/2019	03/09/2019	
SUIT NO. 50, 2ND FLOOR KARNANI ESTATE, 209 A.J.C., P.O:- CIRCUS AVENUE, P.S:- Beniapukur, District:-Kolkata, West Bengal, India, PIN - 700017 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ADEPB5474A, Aadhaar No: 12xxxxxxxx8963, Status :Individual, Executed by: Self, Date of Execution: 03/09/2019 , Admitted by: Self, Date of Admission: 03/09/2019 ,Place : Office				



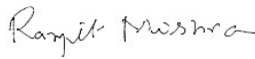
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	DEVASHILPI ESTATE DEVELOPERS PRIVATE LIMITED 209, A.J.C. BOSE ROAD, KARNANI,SUIT NO. 50,, P.O:- CIRCUS AVENUE, P.S:- Beniapukur, District:-Kolkata, West Bengal, India, PIN - 700017 , PAN No.:: AACCD8997N, Aadhaar No: 12xxxxxxxx9645, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr SACHIN KUMAR BHALOTIA Son of Shri SHYAM NARAYAN BHALOTIA Date of Execution - 03/09/2019, , Admitted by: Self, Date of Admission: 03/09/2019, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
		Sep 3 2019 5:10PM	LTI 03/09/2019	03/09/2019
SUIT NO. 50, 2ND FLOOR KARNANI ESTATE, 209 A.J.C. BOSE ROAD,, P.O:- CIRCUS AVENUE, P.S:- Beniapukur, District:-Kolkata, West Bengal, India, PIN - 700017, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: AFTP8896B, Aadhaar No: 12xxxxxxx6766 Status : Representative, Representative of : DEVASHILPI ESTATE DEVELOPERS PRIVATE LIMITED (as DIRECTOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr RANJIT MISHRA Son of Shri ARAVINDA MISHRA SEARSOLE, P.O:- SEARSOLE RAJBARI, P.S:- Raniganj, District:-Burdwan, West Bengal, India, PIN - 713358			
	03/09/2019	03/09/2019	03/09/2019
Identifier Of Mr MAHADEO SHAW, Mrs URMILA DEVI BHALOTIA, Mr SHYAM NARAYAN BHALOTIA, Mr SACHIN KUMAR BHALOTIA			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr MAHADEO SHAW	DEVASHILPI ESTATE DEVELOPERS PRIVATE LIMITED-28 Dec
2	Mrs URMILA DEVI BHALOTIA	DEVASHILPI ESTATE DEVELOPERS PRIVATE LIMITED-11.57 Dec

Transfer of property for L3

SI.No	From	To. with area (Name-Area)
1	Mr MAHADEO SHAW	DEVASHILPI ESTATE DEVELOPERS PRIVATE LIMITED-14 Dec
2	Mrs URMILA DEVI BHALOTIA	DEVASHILPI ESTATE DEVELOPERS PRIVATE LIMITED-3.8 Dec
3	Mr SHYAM NARAYAN BHALOTIA	DEVASHILPI ESTATE DEVELOPERS PRIVATE LIMITED-2.8 Dec

Land Details as per Land Record

District: Burdwan, P.S:- Raniganj, Municipality: RANIGANJ, Road: G.T.Road, Road Zone : (Nichu More -- Nigha) ,
Mouza: Searsole, JI No: 17, Pin Code : 713358

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 48, LR Khatian No:- 208	Owner:মহাদেও সাউ, Gurdian:হীরালাল , Address:নিজ , Classification:বাইদ, Area:0.28000000 Acre,	Mr MAHADEO SHAW
L3	LR Plot No:- 50, LR Khatian No:- 8431	Owner:উর্মিলা দেবী ভালোটীয়া, Gurdian:শ্যামনারায়ন , Address:এ.জে.সি বোস রোড, কোল-৭০০০১৭ , Classification:বাইদ, Area:0.03000000 Acre,	Mr MAHADEO SHAW

Endorsement For Deed Number : I - 020404726 / 2019

On 03-09-2019

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 16:09 hrs on 03-09-2019, at the Office of the A.D.S.R. RANIGANJ by Mr MAHADEO SHAW , one of the Executants.

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 3,00,00,100/-

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

Execution is admitted on 03/09/2019 by 1. Mr MAHADEO SHAW, Son of Late HIRALAL SHAW, DR, G.C. GHOSH ROAD, RANIGANJ, P.O: RANIGANJ, Thana: Raniganj, , City/Town: RANIGANJ, Burdwan, WEST BENGAL, India, PIN - 713347, by caste Hindu, by Profession Others, 2. Mrs URMILA DEVI BHALOTIA, Wife of Shri SHYAM NARAYAN BHALOTIA, SUIT NO. 50, 2ND FLOOR KARNANI ESTATE, 209 A.J.C., P.O: CIRCUS AVEBUE, Thana: Beniapukur, , Kolkata, WEST BENGAL, India, PIN - 700017, by caste Hindu, by Profession Others, 3. Mr SHYAM NARAYAN BHALOTIA, Son of Late SHIWKARAN DAS BHALOTIA, SUIT NO. 50, 2ND FLOOR KARNANI ESTATE, 209 A.J.C., P.O: CIRCUS AVENUE, Thana: Beniapukur, , Kolkata, WEST BENGAL, India, PIN - 700017, by caste Hindu, by Profession Others

Indetified by Mr RANJIT MISHRA, , Son of Shri ARAVINDA MISHRA, SEARSOLE, P.O: SEARSOLE RAJBARI, Thana: Raniganj, , Burdwan, WEST BENGAL, India, PIN - 713358, by caste Hindu, by profession Others

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

Execution is admitted on 03-09-2019 by Mr SACHIN KUMAR BHALOTIA, DIRECTOR, DEVASHILPI ESTATE DEVELOPERS PRIVATE LIMITED (Private Limited Company), 209, A.J.C. BOSE ROAD, KARNANI,SUIT NO. 50,, P.O:- CIRCUS AVENUE, P.S:- Beniapukur, District:-Kolkata, West Bengal, India, PIN - 700017

Indetified by Mr RANJIT MISHRA, , Son of Shri ARAVINDA MISHRA, SEARSOLE, P.O: SEARSOLE RAJBARI, Thana: Raniganj, , Burdwan, WEST BENGAL, India, PIN - 713358, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14,507/- (B = Rs 14,500/- ,E = Rs 7/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 14,507/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/09/2019 9:15AM with Govt. Ref. No: 192019200067828231 on 03-09-2019, Amount Rs: 14,507/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 889676088 on 03-09-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,001/- and Stamp Duty paid by Stamp Rs 1,000/-, by online = Rs 74,001/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 966, Amount: Rs.1,000/-, Date of Purchase: 26/04/2019, Vendor name: A Mondal

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/09/2019 9:15AM with Govt. Ref. No: 192019200067828231 on 03-09-2019, Amount Rs: 74,001/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 889676088 on 03-09-2019, Head of Account 0030-02-103-003-02



AVIJIT SIKDAR
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RANIGANJ
Burdwan, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0204-2019, Page from 102530 to 102612

being No 020404726 for the year 2019.



**(AVIJIT SIKDAR) 9/4/2019 3:12:12 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RANIGANJ
West Bengal.**

(This document is digitally signed.)