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Certified that the document is admitted a registration. The signature shout/sheets , the endorsement sheet/sheets artached with unis occument are the part of this recoultent.

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Additional District Sup-Registrates

22 SEP 2017

DEVELOPMENT AGREEMENT

1. Date: 22nd September 2017

2. Place : Kolkata

3. Parties :

3.1 SUBODH MAJHI @ SUBODH KUMAR

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Contd.....2



Relational number of the maginings

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SOVE OF WEST DERIGA

Directorate of Registration & Stamp Revenue e-Challan

GRN:

19-201718-008197593-1

Payment Mode

Online Payment

GRN Date: 21/09/2017 11:59:56

Bank:

State Bank of India

BRN:

CKD6096485

BRN Date: 21/09/2017 12:01:53

DEPOSITOR'S DETAILS

ld No.: 15231000322875/5/2017

(Query No /Query Venry-

Name:

Pinaki Chattopadhyay

Mobile No.:

+91 9830061809

E-mail:

Address:

Contact No. :

Sangeeta Apri Gr Fl Teghoria Main Rd Kol 157

Applicant Name :

Mr P CHATTOPADHYAY

Office Name:

Office Address:

Status of Depositor:

Advocate

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

Payment No 4

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
248	15231000322875/5/2017	Property Registration-Stamp duty	0000-02-103-003-00	40021
2	15231000322875/5/2017	Property Registration-Registration Fees	0030-03-104-001-16	2021

Total

42042

In Words

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Rajarhat, New Yown, North 24-Pen

MAJHI [PAN NO. ATCPM2399F], son of Late Srishtidhar Majhi, by faith - Hindu, by occupation - Retired, by nationality - Indian, residing at Tarulia, P.O. Krishnapur, P.S. New Town, Kolkata - 700 102, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as the "LANDOWNER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns and nominee or nominees) of the ONE PART.

AND



office address at P-19, CIT Road, Scheme-VIII (M), P.O. Ultadanga, P.S. Manicktala, Kolkata - 700 067, District - Kolkata, West Bengal, represented by its Partners namely (1) AVIJIT BOSE IPAN NO. AIWPB8626PI, son of Sital Bose, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Indrani Apartment, 2nd Floor, Dr. B.C. Roy Sarani, Jyangra, Uttarayan, P.O. Jyangra, P.S. Baguiati, Kolkata - 700 059, District North 24 Parganas, West Bengal & (2) DEBASISH DATTA [PAN NO. ADTPD5789R], son of Dharmadas Datta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at P-19, CIT Road, Scheme-VIII (M), P.O. Ultadanga, P.S. Manicktala, Kolkata - 700 067, District - Kolkata, West Bengal.

Hereinafter called and referred to as "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representative, and assigns) of the OTHER PART.

Landowner and the Developer collectively Parties and individually Party.



Additional District Sup-Registrer Rajarhet, New Joven, North 24-Pes.

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NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

- Subject Matter of Development :
- 4.1 Development Project & Appurtenances :
- 4.1.1 Project Property : ALL THAT piece and percel of land measuring :

R.S./L.R.	L.R. Khatian	Total Land in Dag	Nature of	Land Area
Dag No.	No.	[In Decimal]	Land	[In Decimal]
3091	7903	30	Sali	10.0000
3092	7903	14	Sali	04.6662
5072				14.6662

In total plot of land measuring 14.6662 (Fourteen Point Six Six Six Two) Decimals be the same a little more or less equivalent to land measuring 8 (Eight) Cottahs 14 (Fourteen) Chittacks 0 (Zero) sq.ft. more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under L.R. Khatian No. 7903 (in the name of Subodh Majhi @ Subodh Kumar Majhi, Landowner herein), lying and situate at Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat presently New Town, A.D.S.R.O. Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, West Bengal, morefully described in the First Schedule hereinafter written.

- 5. Background, Representations, Warranties and Covenants :
- 5.1 Representations and Warranties Regarding Title: The Landowner has made the following representations and given the following warranties to the Developer regarding title.
- 5.1.1 Absolute Recorded Ownership of Subodh Majhi @ Subodh Kumar Majhi : In accordance with L.R. Settlement/L.R. Record, one Subodh Majhi @ Subodh Kumar Majhi, Landowner herein, is the absolute recorded owner of :



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ALL THAT piece and percel of land measuring :

R.S./L.R	L.R. Khatian	Total Land in Dag	Share out of	Recorded Ownership	Actual Ownership
Dag No.	No.	[In Decimal]	1.0000 share	[In Decimal]	[In Decimal]
3091	7903	30	0.3333	1.0	10.0000
3092	7903	1.4	0.3333	0.5	04,6662
					14.6662

In total plot of land measuring 14.6662 (Fourteen Point Six Six Six Two) Decimals more or less equivalent to land measuring 8 (Eight) Cottahs 14 (Fourteen) Chittacks 0 (Zero) sq.ft. more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under L.R. Khatian No. 7903 (in the name of Subodh Majhi @ Subodh Kumar Majhi, Landowner herein), lying and situate at Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat presently New Town, A.D.S.R.O. Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, West Bengal, morefully described in the First Schedule hereunder written.

- 6. Desire of Development of the Land & Acceptance: The said Subodh Majhi @ Subodh Kumar Majhi, Landowner herein expresses his desire to develop the aforesaid land measuring 14.6662 (Fourteen Point Six Six Six Two) Decimals more or less equivalent to land measuring 8 (Eight) Cottahs 14 (Fourteen) Chittacks 0 (Zero) sq.ft. more or less, morefully described in the First Schedule hereunder written, by constructing a high rise building/s thereon, and the present Developer have accepted the said proposal and the present Landowner has decided to enter into the present Development Agreement with the Developer herein for the said demarcated plot of land mentioned above and explicitly described in the First Schedule hereunder written.
- 7. Registered Power of Attorney: For the smooth running of the said project, the Landowner herein agreed to execute a registered Power of Attorney, by which the Landowner herein has appointed and nominated the Developer herein, as his Constituted Attorneys, to act on behalf of the Landowner.

8. <u>DEFINITION</u>:

8.1 Building: Shall mean high rise building/s so to be constructed on the schedule property.



Additional Bistriot Sub-Registrer Referbet, New Town, North 24-Pgs

- 8.2 Common Facilities & Amenities: Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas and other amenities and facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 8.3 Saleable Space: Shall mean the space within the building, which is to be available as an unit / flat for independent use and occupation in respect of Landowner's Allocation & Developer's Allocation as mentioned in this Agreement.
- 8.4 Landowner's Allocation: Shall mean the consideration against the project by the Landowner, morefully described in Second Schedule hereunder written.
- 8.5 Developer's Allocation: Shall mean all the remaining area of the proposed high rise building excluding Landowner's Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 8.6 Architect / Engineer: Shall mean such person or persons being appointed by the Developer.
- 8.7 Transfer: With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said building to intending purchasers thereof.
- 8.8. Building Plan: Shall mean such plan or revised sanctioned plan for the construction of the high rise building, which will be sanctioned by the competent authority in the name of the Landowner for construction of the building including its modification and amenities and alterations.
- 8.9 Built Up Area/Lockable Area: Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.
- 8.10 Total Covered Area: Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.



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8.11 Super Built Up Area (For any Individual Unit): Here super built up area means the total covered area plus service area.

9. LANDOWNER'S RIGHT & REPRESENTATION:

- 9.1 Indemnification regarding Possession & Delivery: The Landowner is now seized and possessed of and / or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.
- 9.2 Free From Encumbrance: The Landowner also indemnifies that the schedule property is free from all encumbrances and the Landowner has marketable title in respect of the said premises.

10. DEVELOPER / PROMOTER'S RIGHTS :

- 10.1 Authority of Developer: The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.
- 10.2 Right of Construction: The Landowner hereby grant permission an exclusive rights to the Developer to build new building upon the schedule property.
- 10.3 Construction Cost: The Developer shall carry total construction work of the present multi building at their own costs and expenses. No liability on account of construction cost will be charged from Landowner's Allocation and/or the proposed high rise building.
- 10.4 Sale Proceeds of Developer's Allocation: The Developer will take the sale proceeds of Developer's Allocation exclusively.
- 10.5 Booking & Agreement for Sale: Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possssion/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowner as a Registered Power of Attorney Holder. All the sales consideration of Developer's Allocation either partly or wholely will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Landowner.



Additional District Sup-Registrer

- 10.6 Selling Rate: The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowner.
- 10.7 Profit & Loss: The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 10.8 Possession to the Landowner: On completion of the project, the Developer will handover undisputed possession of the Landowner's Allocation Together With all rights of the common facilities and amenities to the Landowner with Possession Letter and will take release from the Landowner by executing a Deed of Release.
- 10.9 Possession to the intending purchaser: On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representatives and Power of Attorney holders of the Landowner.
- 10.10 Deed of Conveyance: The Deed of Conveyance will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holders of the Landowner in respect of Developer's Allocation.

11. CONSIDERATION:

11.1 Permission against Consideration: The Landowner grant permission for exclusive right to construct the proposed building in consideration of Landowner's Allocation to the Developer.

12. DEALING OF SPACE IN THE BUILDING:

- 12.1 Exclusive Power of Dealings of Landowner: The Landowner shall be entitled to transfer or otherwise deal with Landowner's Allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowner's Allocation.
- 12.2 Exclusive Power of Dealings of Developer: The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowner and the Landowner shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.



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13. POWER AND PROCEDURE:

- 13.1 I, the Landowner/Executant/Principal herein, am executing this present Registered Power of Attorney upto the period of completion of the project in writing in favour of the Developer / Promoter including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for Developer's Allocation, and for this purpose, I am hereby appointing, nominating and constituting the Developer herein, as my constituted attorneys, to do, act and represent myself in my name and on my behalf, as follows:
- (a) To appear and represent before the authorities of Panchayet/Municipal Authority, CESC Ltd./W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new building/s and do all the needful as per the terms and conditions mentioned in this present Development Agreement for allotment/registration and sale of flats, shops, garage spaces of Developer's Allocation.
- (b) To apply, obtain electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and/or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Developer/Attorneys may think fit and proper.
- (c) To manage and maintain the said premises including the building/s to be constructed thereon.
- (d) To sign, verify and file applications, forms, building plans and revised building plans for high rise building/s, deeds, documents and papers in respect of said premises before the competent authority or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.
- (e) To pay all Panchayet/Municipal and other Statutory Taxes, Rates and charges in respect of the said land and premises on my behalf and in my name as and when the same will become due and payable.

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- (f) To enter in to any Agreement for Sale, Memorandum of Understanding and/or to sign and execute deed of amalgamation with neighbour's plot of land of the schedule property and/or any other instruments and deeds & documents in respect of sale of flat/s, units and/or car parking spaces within Developer's Allocation in the proposed building/s in favour of the intending purchaser/s in terms of the present Development Agreement. To take finance/loan in their names (Developer's name) or in the name of intending purchaser/s from any financial concern by depositing and mortgaging flat/flats/shops/garages from Developer's Allocation and to sign in the papers and documents for the said purpose. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and/or Deed of Conveyance and/or any other instrument and document in respect of sale of flats/s, shop/s, units and/or car parking spaces in the proposed building/s in favour of the intending purchaser/s relating to Developer's Allocation.
- (g) To receive the consideration money in cash or by cheque / draft from the intending purchaser or purchasers for booking of flat/s, shops/garages or units or car parking spaces relating to Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s.
- (h) To do all the needful according to the condition mentioned in this present Development Agreement regarding negotiation, agreement / contact for sale of flats, garages, covered spaces and car parking spaces within the Developer's Allocation.
- (i) To instruct the Advocate / Lawyer for preparing and/or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in this present Development Agreement, as may be necessary for the purpose for sale of the flats / units and car parking spaces in the said building/s relating to Developer's Allocation in my said premises.
- (j) To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning my said premises or any part or portion thereof.
- (k) To sign, declare and / or affirm any Plaint, Written Statement, Petition, Affidavit, Verification, Vokalatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to my said premises or in anyway connected therewith, arising out of the agreements and relating to the construction to be made in the premises.



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- (I) That Attorney/Developer will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale / Deeds of Conveyance in favour of any intending purchasers of Developer's Allocation.
- (m) For all or any of the purposes herein before stated and to appear and represent me before all concerned authorities having jurisdiction over my said premises as per the condition mentioned in the this present Agreement.
- (n) The Attorney/Developer will do the aforesaid acts, deeds and things regarding development of the land mentioned in the schedule of this present Development Agreement.

14. NEW BUILDING:

- 14.1 Completion of Project: The Developer shall at their own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.
- 14.2 Installation of Common Amenities: The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.
- 14.3 Architect Fees etc.: All costs, charges and expenses including Architect's fees, Engineer's fees, plan / revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowner shall bear no responsibility in this context.
- 14.4 Panchayet/Municipal Taxes & Other Taxes of the Property: The Landowner shall pay and clear up all the arrears on account of Panchayet/Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will bear the same from the date of execution of these presents till the date of completion of the construction and allocation.

From the date of completion and allocation of the floor area between the Landowner sand the Developer the Panchayet/Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowner,



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by the Developer and/or their nominees and the Landowner and/or his nominee/nominees respectively.

14.5 Upkeep Repair & Maintenance: Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

15. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER:

- 15.1 Delivery of Possession: As soon as the building will be completed, the Developer shall give written notice to the Landowner requiring the Landowner to take possession of the Landowner's Allocation in the building and certificate of the Architect/L.B.S of the Panchayet/Municipal Corporation being provided to that effect.
- 15.2 Payment of Panchayet/Municipal Taxes: Within 30 days from the receive possession of Landowner's Allocation and at all times there after the Landowner shall be exclusively responsible for payment of all Panchayet/Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowner's Allocation only.
- 15.3. Share of Common Expenses & Amenities: As and from the date of delivery of possession to be received, the Landowner shall also be responsible to pay and bear and shall pay to the Developer / Flat Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowner's Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

16. <u>COMMON RESTRICTION</u>:

16.1 Restriction of Landowner and Developer in common: The Landowner's Allocation in the building shall be subject to the same restriction and use as are applicable to the

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Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows:-

- 16.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
- 16.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 16.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all to terms and conditions on their respective part to be observed and / or performed (n) the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 16.1.4 Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, byelaws and regulation.
- 16.1.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against the consequence of any breach.
- 16.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- 16.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.



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16.1.8 The Landowner shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon their allocation and every part thereof for the purpose of maintenance or repairing any part of the building and / or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

17. LANDOWNER'S OBLIGATION:

17.1 No Interference :

The Landowner hereby agrees and covenants with the Developer:

not to cause any interference or hindrance in the construction of the building by the Developer.

not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building.

not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

18. DEVELOPER'S OBLIGATIONS:

- 18.1 Time Schedule of Handing Over Landowner's Allocation: The Developer hereby agrees and covenants with the Landowner to handover Landowner's Allocation (morefully described in the Second Schedule hereunder written) within 48 (Forty Eight) months from the date of sanctioning the building plan from the concerned authority. The Landowner also permits the Developer a grace period of 6 (Six) months more to handover the Landowner's Allocation
- 18.2 Penalty: If the Landowner's Allocation will not be delivered within the stated period, the Developer shall be liable to pay Rs. 10,000/- (Rupees Ten Thousand) only per month to the Landowner as demurrage.
- 18.3 No Violation: The Developer hereby agrees and covenants with the Landowner



Additional District Sub-Registrer Rejarbat, New Town, North 24-Pgs. 12 2 SEP 2017 not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

not to do any act, deed or thing, whereby the Landowner is prevented from enjoying, selling, assigning and / or disposing of any Landowner's Allocation in the building at the said premises vice versa.

19. LANDOWNER'S INDEMNITY

Indemnity: The Landowner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfil the terms and conditions herein contained and/or its part to be observed and performed.

20. DEVELOPER'S INDEMNITY:

The Developer hereby undertakes to keep the Landowner

indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the Developer in relation to the construction of the said building.

against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or for any defect therein.

21. <u>MISCELLANEOUS</u>:

- 21.1 Contract Not Partnership: The Landowner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.
- 21.2 Not specified Premises: It is understood that from time to time facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other



documents may be required to be signed or made by the Landowner related to which specific provisions may not have been mentioned herein. The Landowner hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the Landowner shall execute any such additional power of attorney and/or authorisation as may be required by the Developer for any such purposes and the Landowner also undertakes to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowner and/or against the spirit of these presents.

- 21.3 Not Responsible: The Landowner shall not be liable or 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 Landowner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 21.4 Process of Issuing Notice: Any notice required to be given by the Developer to the Landowner shall without prejudice to any other mode of service available be deemed to have been served on the Landowner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- 21.5 Formation of Association: After the completion of the said building and receiving peaceful possession of the allocation, the Landowner hereby agrees to abide by all the rules and regulations to be framed by any society / association / holding organisation and/or any other organisation, who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 21.6 Name of the Building: The name of the building shall be given by the developer in due course.
- 21.7 Right to borrow fund: The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowner or effecting his estate and interest in the said premises it being expressly agreed and understood that in no event the Landowner nor



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any of his estate shall be responsible and / or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

21.8 Documentation: The Landowner delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the owner will bound to produce documents in original before any competent authority for inspection.

22. FORCE MAJEURE :

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeures and shall be suspended from the obligations during the duration of the force majeure.

<u>Force Majeure</u> shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and / or any other act of commission beyond the reasonable control of the parties hereto.

23. DISPUTES :

Disputes or differences in relation to or assising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:

Constitution of Arbitral Tribunal: The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowner.

Place: The place of arbitration shall be Kolkata only.

Binding Effect: The Arbitral Tribunal shallhave summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.



2 & SEP 2017

24. JURISDICTION:

In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO

[Description of Land]



ALL THAT piece and percel of land measuring :

R.S./L.R.	L.R. Khatian	Total Land in Dag	Nature of	Land Area	
Dag No.	No.	[In Decimal]	Land	[In Decimal]	
3091	7903	30	Sali	10.0000	
3092	7903	14	Sali	04.6662	/
1				14.6662	

In total plot of land measuring 14.6662 (Fourteen Point Six Six Six Two) Decimals be the same a little more or less equivalent to land measuring 8 (Eight) Cottahs 14 (Fourteen) Chittacks 0 (Zero) sq.ft. more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under L.R. Khatian No. 7903 (in the name of Subodh Majhi @ Subodh Kumar Majhi, Landowner herein), lying and situate at Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat presently New Town, A.D.S.R.O. Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No, Gram Panchayet, in the District North 24 Parganas, West Bengal. The said plot of land is butted & bounded as follows:-

ON THE NORTH: Chinta Rani Basu, Hari Mallick, Pradip Das, Bina Das,

Hari Ghosh & Others.

ON THE SOUTH: Rabin Gain, Swapan Gain, Suvendu Gain, Puspa Mondal

& Others.

ON THE EAST : 8 ft. Wide Panchayet Road.

ON THE WEST : 12 ft. Wide Panchayet Road & Tarulia Mouza.



Additional District Sub-Registrer Rejerbat, New Town, North 24-Pes.

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNER'S ALLOCATION: The Landowner hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of high rise building over and above the same will be entitled to have the allocation in the manner as follows:-

The Landowner's Allocation will be allotted as follows :-

The Landowner will get 48% (Forty Eight Percent) of the total constructed area in form
of self-contained flats/shops/garages in the proposed building, so to be constructed by
the developer on the schedule land morefully described in the First Schedule hereinabove
written.

Later on, after preparation of the Floor Plan, the flats/shops/garages will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowner, along with a Supplementary Development Agreement denoting the flats/shops/garages within the purview of the Landowner's Allocation and the said Supplementary Development Agreement/s will be treated as part and parcel of this present Development Agreement.

- The Landowner will also get a sum of Rs. 2,00,000/- (Rupees Two Lakh) only as non-refundable/forfeit consideration to be given at the time of signing, executing and registering of this present Development Agreement.
- It is also settled that except the Landowner's Allocation as described above, the Landowner will not get any area for the construction of the high rise building, so to be constructed by the present Developer on the land in question.
- 4. The flats will be in habitable condition with proportionate share of the land, common roof facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.



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 The Landowner will also gives permission to amalgamate his plot with other neighbour plots. The area constructed in the amalgamated plot will be devided in between the Landowner in proportionate land ratio.

THE THIRD SCHEDULE ABOVE REFERRED TO [Developer's Allocation]

DEVELOPER'S ALLOCATION: Shall mean all the remaining portion of the entire building i.e. 52% (Fifty Two Percent) [excluding Landowner's Allocation] including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser / purchasers teamsters, by and mode of Transfer of Property Act and/or lease, let out, or in any manner may with the same as the absolute owner thereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Specifications]

- STRUCTURE: Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
- EXTERNAL WALL: 8"'/5" thick brick wall and plastered with cement mortar.
- INTERNAL WALL: 5"/ 3" thick brick wall and plastered with cement morter.
- 4. FLOORING: Flooring is of Marble/Floor Tiles.
- BATH/ROOM: Bath room fitted upto 5'-6' height with white glazed tiles of standard brand.
- KITCHEN: Cooking platform and sink with tap will be of black stone 2'-6" height glazed white standard tiles above the platform to protect the oil spot.
- TOILET: Toilet of Indian type/commode, all with PVC Cistern. All fittings are in standard type. One wash hand basin in dining space of flat.
- DOORS: All doors are wooden frame & flush doors. Standard lock and peep hole on main entrance door.



Additional District Rub Peoletres Rajarhat, New Yown, North 24-Pgs.

12 SEP 2017

- WINDOWS: Alluminium Channel window with full glass panel and good quality grill will be provided in the windows.
- WATER SUPPLY: Water supply around the clock is assured for which necessary Submersible Pump will be installed.
- PLUMBING: Toilet concealed wiring with two bibcock, one shower, in toilet, all fittings
 are standard quality.
- 12. VERANDAH : Verandah grill (half) will be fully covered.
- 13. LIFT: Four persons capacity lift will be provided in the project.

ELECTRICAL WORKS:

- Full concealed wiring with copper wire.
- In Bed Room: Two light points, only one 5 amp. plug point, one fan point & one A.C.
 Point.
- Living/Dining Room: Two light points, one Fan point, one 5 amp. plug, one 15 amp. plug (as per required location).
- 4. Kitchen: One light point, one exhaust fan point and one 15 amp. plug point.
- 5. Toilet: One light point, one 15 amp. plug point, one exhaust fan point & one Gyzer point.
- 6. Verandah : One light point & One 5 amp. plug point.
- One light point at main entrance.
- 8. Calling Bell: One Calling Bell point at the main entrance,

PAINTING Y

- a) Inside wall of the flat will be finished with plaster of paris and external wall with super snowcem or equivalent.
- All door and windows frame and shutter painted with two coats white primer.

EXTRA WORK: Any work other then specified above would be regarded as extra work for which separate payment is required to be paid.

The fact of the same of the first of the same of the s

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

in the presence of : 1. Argha Mazumohi fother none - Birmal Mazumohi Add - Toulier gard lone.

Kol- 102

Subodle Kr. Majli

Subodh Majhi

@ Subodh Kumar Majhi

Landowner

2. Riprodon Dhahi 8/0 Biren Dhahi Ramkrishna pally New Youn

Pot - 1612

Amit Bose

Avijit Bose

1305/2011 aday and Barrows.

For Pinaki Chattopadhyay & Associates,

Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 157.

Ph.: 2570 8471.

Debasish Datta

Partners of

AD Construction

Developer

Composed By:

Free Dondalge

Gopa Dasgupta,

Teghoria Main Road,

Kolkata - 700 157.



Additional District/Sub-Registrer
Dejartet, New York, North 24-7-38.

MEMO OF CONSIDERATION

Received on or before the date of execution of this present Development Agreement, a sum of Rs. 2,00,000/- (Rupees Two Lakh) only from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

Date: CENO! Bonk Amount 21.09.2019. 498596 VIJAYABank. 2.00,000f

Witnesses:1. Argha Morrumohr
Toruli'er prol land
Kol- 102:

2. Priprodas Dhali

Subodh Kumar Majhi

@ Subodh Kumar Majhi

Landowner

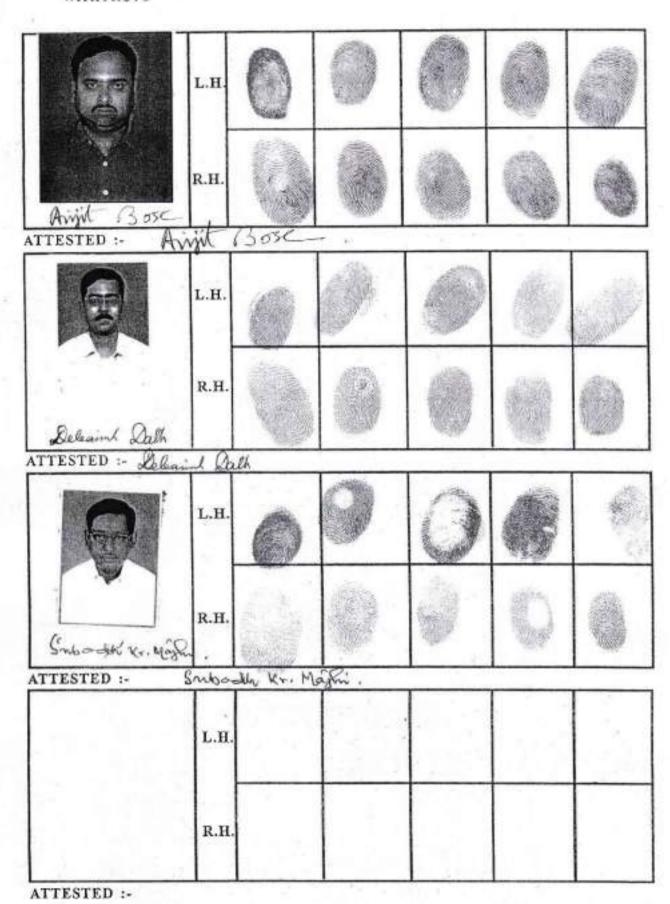


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Talant at I was Toxif or His Or Ding

12 2 SEP 2017

SIGNATURE OF THE PRESENTANT / EXECUTANT / SELLER / BUYER / CLAIMANT WITH PHOTO

UNDER RULES 44A OF THE I.R. ACT 1908 N.B. L.H. BOX-SMALL TO THUMB PRINTS R.H. BOX-THUMB TO SMALL PRINTS





Adeitional District Sue-Phylistret Rejerbat, New Years, North 26-22.



Avyit Bose





Delinink Dall

आयकर विभाग INCOMETAX DEPARTMENT

भारत सरकार GOVE OF INDIA

SUBODH KUMAR MAJHI SRISHTIDHAR MAJHI 03/06/1949

ATCPM2399F

6

Smarl Kry Mestrice

Signature

In case the cord is last / found, kindle inform / senors to a Income Ann PAN Services Unit, UTITISE. Plot No. 3, Sector 11, CMD Belapur, Novi Mumbai - 400 414.

इत कर्म के जोरं परेश क्षणामुक्ति के निर्मेट ए : maas पैर मेना मुक्ति , पुरोक्ति से पुरा दुन प्रस्टर्भ : १, राज्या १४ , मी मी, मी कार्यपुर, १५ स्त्री मुंबई १०० ६१६ .

Subode to Magli.

Major Information of the Deed

Deed No :	1-1523-09658/2017	Date of Registration	22/09/2017		
Query No / Year	1523-1000322875/2017	Office where deed is r	egistered		
Query Date	18/09/2017 1:02:19 PM	A.D.S.R. RAJARHAT, D	District: North 24-Parganas		
Applicant Name, Address & Other Details	P CHATTOPADHYAY TEGHARIA, Thana: Baguiati, Dis 700157, Mobile No.: 983006180		ST BENGAL, PIN -		
Transaction		Additional Transaction			
[0110] Sale, Development a agreement	Agreement or Construction	[4305] Other than Immo Declaration [No of Decl than Immovable Proper 2,00,000/-]	aration : 2], [4311] Other		
Set Forth value		Market Value			
Rs. 2/-		Rs. 1,58,39,496/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 40,121/- (Article:48(g))		Rs. 2,021/- (Article:E, E	, B)		
Remarks					

Land Details:

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

Sch No	Plot Number	Khatian Number	Land Proposed	10 7000 0000	Area of Land	Delivery of the property of th	Market Value (in Rs.)	Other Details
L1	LR-3091	LR-7903	Bastu	Shali	10 Dec	1/-	1.08,00,000/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
L2	LR-3092	LR-7903	Bastu	Shali	4.6662 Dec	1/-	50,39,496/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
		TOTAL :			14.6662Dec	2/-	158,39,496 /-	
	Grand	i Total :			14.6662Dec	2/-	158,39,496 /-	

Land Lord Details:

0	Name	Photo	Fringerprint	Signature		
	Mr SUBODH MAJHI, (Alias: Mr SUBODHKUMAR MAJHI) Son of Late SRISTIDHAR MAJHI Executed by: Self, Date of Execution: 22/09/2017, Admitted by: Self, Date of Admission: 22/09/2017, Place: Office			Subanda Kr. Magili		
		22/09/2017	22/09/2017	22/09/2017		
	TARULIA, P.O:- KRISHNAPUR, P.S:- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700102 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ATCPM2399F, Status: Individual, Executed by: Self, Date of Execution: 22/09/2017, Admitted by: Self, Date of Admission: 22/09/2017, Place: Office					



Developer Details :

SI Name, Address, Photo, Finger print and Signature

AD CONSTRUCTION

P- 19, CIT ROAD, P.O:- ULTADANGA, P.S:- Manicktalla, District:-North 24-Parganas, West Bengal, India, PIN - 700067, PAN No.:: ABGFA0140G, Status::Organization, Executed by: Representative

Representative Details:

,	Name,Address,Photo,Finger	print and Signatu	re	
1	Name	Photo	Finger Print	Signature
	Mr AVIJIT BOSE (Presentant) Son of Mr SITAL BOSE Date of Execution - 22/09/2017, Admitted by: Self, Date of Admission: 22/09/2017, Place of Admission of Execution: Office	The second secon		Knish it set
	INDDAM ADADTMENT OND	Sep 22 2017 12 27PM	LTI 22/09/2017	22/49/2017

INDRANI APARTMENT, 2ND FL, DR B C ROY SARANI, JYANGRA, P.O:- JYANGRA, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No... AIWPB8626P Status; Representative, Representative of : AD CONSTRUCTION (as PARTNER)

2	Name	Photo	Finger Print	Signature
	Mr DEBASISH DATTA Son of Mr DHARMADAS DATTA Date of Execution - 22/09/2017, , Admitted by: Self, Date of Admission; 22/09/2017, Place of Admission of Execution: Office			elebent align
	D 46 6/7 B046 B 6	Sep 22 2817 12:27FM ±	LTI 22/09/2017	22/06/2017

P - 19, CIT ROAD, P.O.: ULTADANGA, P.S.: Manicktalla, District:-North 24-Parganas, West Bengal, India, PIN - 700067, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADTPD5789R Status: Representative, Representative of : AD CONSTRUCTION (as PARTNER)

Identifier Details:

Mr KRISHNA DAS
Son of Late H DAS
PD- 7. ARJUNPUR, P.O:- ARJUNPUR, P.S:- Baguiati, District -North 24-Parganas, West Bengal, India, PIN - 700059, Sex. Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, . Identifier Of Mr SUBODH MAJHI, Mr AVIJIT
BOSE, Mr DEBASISH DATTA
22/09/2017



! ransi	fer of property for L1	
SI.No	From	To, with area (Name-Area)
1	Mr SUBODH MAJHI	AD CONSTRUCTION-10 Dec
Trans	fer of property for L2	The state of the s
SI.No	From	To. with area (Name-Area)
1	Mr SUBODH MAJH!	AD CONSTRUCTION-4.6662 Dec

Land Details as per Land Record

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

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 3091(Corresponding RS Plot No:- 3091), LR Khatian No:- 7903	Owner সুখোধ মাঝি, Gurdian:সৃষ্টিধর মাঝি, Address:সাং- ভারুলিয়া খা: - রাজারহাট জেলা:- উত্তর 24 পরগলা, Classification শানি, Area:0.10000000 Acre,
L2	LR Plot No:- 3092(Corresponding RS Plot No:- 3092), LR Khatian No:- 7903	Owner সূবোধ মাঝি, Gurdian:সৃষ্টিধর মাঝি, Address:মাং - ভারালিয়া খা: - রাজারহাট জেলা:- উত্তর 24 পরগনা, Classification:শালি, Area:0.05000000 Acre,

Endorsement For Deed Number: 1 - 152309658 / 2017

On 18-09-2017

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 1,58,39,496/-

W.

Debasish Dhar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

On 22-09-2017

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

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

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

Presented for registration at 11:52 hrs on 22-09-2017, at the Office of the A.D.S.R. RAJARHAT by Mr. AVIJIT BOSE ...

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

Execution is admitted on 22/09/2017 by Mr SUBODH MAJHI, Alias Mr SUBODHKUMAR MAJHI, Son of Late SRISTIDHAR MAJHI, TARULIA, P.O: KRISHNAPUR, Thana: New Town, , North 24-Parganas, WEST BENGAL, India. PIN - 700102, by caste Hindu, by Profession Retired Person

Indetified by Mr KRISHNA DAS, , , Son of Late H DAS, PD- 7, ARJUNPUR, P.O: ARJUNPUR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate



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

Execution is admitted on 22-09-2017 by Mr AVIJIT BOSE, PARTNER, AD CONSTRUCTION, P- 19, CIT ROAD, P.O.-ULTADANGA, P.S.- Manicktalla, District:-North 24-Parganas, West Bengal, India, PIN - 700067

Indetified by Mr KRISHNA DAS. . . Son of Late H DAS, PD- 7, ARJUNPUR, P.O: ARJUNPUR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

Execution is admitted on 22-09-2017 by Mr DEBASISH DATTA, PARTNER, AD CONSTRUCTION, P- 19, CIT ROAD, P.O.- ULTADANGA, P.S.- Manicktalla, District. North 24-Parganas, West Bengal, India, PIN - 700067

Indetified by Mr KRISHNA DAS, , , Son of Late H DAS, PD- 7, ARJUNPUR, P.O: ARJUNPUR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,021/- (B = Rs 2,000/-,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/09/2017 12:01PM with Govt. Ref. No: 192017180081975931 on 21-09-2017, Amount Rs: 2,021/-, Bank: State Bank of India (SBIN0000001), Ref. No: CKD6096485 on 21-09-2017, Head of Account 0030-03-104-001-16.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 40,021/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 5160, Amount: Rs.100/-, Date of Purchase: 07/09/2017, Vendor name: A K Saha Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/09/2017. 12:01PM with Govt. Ref. No: 192017180081975931 on 21-09-2017, Amount Rs: 40,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKD6096485 on 21-09-2017, Head of Account 0030-02-103-003-02

Stear

Debasish Dhar

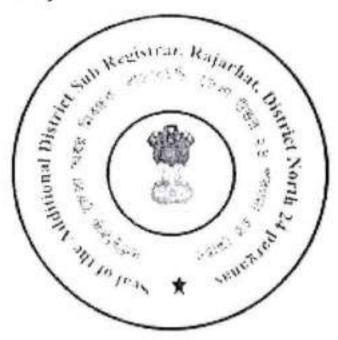
ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.
 Registered in Book - I
 Volume number 1523-2017, Page from 289771 to 289803 being No 152309658 for the year 2017.



2000

Digitally signed by DEBASISH DHAR Date: 2017.10.17 11:51:05 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 17-10-2017 11:51:00 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT West Bengal.

(This document is digitally signed.)



DEVELOPMENT AGREEMENT

BETWEEN

Subodh Majhi

@ Subodh Kumar Majhi

Landowner

AD Construction

Developer

Drafted By

Pinaki Chattopadhyay & Associates

Advocates

Sangita Apartment, Ground Floor

Teghoria Main Road

Kolkata - 700 157

Ph.: 2570 8471

Composed By

Gopa Dasgupta

Teghoria Main Road

Kolkata - 700 157