

F-05507/2015

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

U 706

Certified that the document is admitted to registration the signature sheets and the endorsement sheets attached with this document are part of this document

District Sub-Registrar-LV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
10 JUL 2015

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 10th.. Day of July...
Two Thousand and Fifteen (2015) BETWEEN M/S. BITA PROPERTIES

Am
10/7/15

A 1604
16/12/15

1.2.1170/15

PRIVATE
Incorporated
Bhatnagar

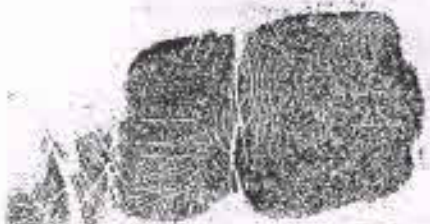
4237 08/7/15
NO. Date
Sold to NAVYUG Awas Prasad
of 63/3A Sarat Bose Rd
Rupees 6000000

Madam Tarafdar 1879/15



OF BITA PROPERTIES (P) LTD
Madam Tarafdar
Director

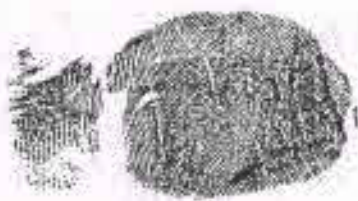
1879/15
N.C.T. 2635
1079/15
1079/15
Das
Samiran Das
Stamp vendor
Alipore Police Cms 4
South 24 Pgs., K-1.



OF BITA PROPERTIES (P) LTD
Chaitali Tarafdar
Director

2636
10 JUL 2015

District Sub-Registrar-IV
Registrar U/S 7(2) of
Registration Act 1908
Alipore, South 24 Parganas
10 JUL 2015



OF BITA PROPERTIES (P) LTD
Anindita Tarafdar
Director

2637
10 JUL 2015



NAVYUGAWAS PRIVATE LIMITED
AGIARWAL
Director
2638
(CUTSAV AGIARWAL)

Manish Ks Mounya
D Baliram Mounya
86/59, Sy Dura Roy Road
Kot-53 P-3 Behala
P.O. New Market (Business)

PRIVATE LIMITED, (PAN NO - AADCB7452M) a Limited Company incorporated under the Companies Act, 1956 having its registered office at 17/2, Jhamapukur Lane, Police Station Amherst Street, P.O Raja Ram Mohan Roy Sarani, Kolkata - 700009, represented by its Directors namely (a) **SHRI AGNIDIPTO TARAFDER**, (PAN NO - AHEPT0072A) son of Arindam Tarafder, by faith Hindu, by occupation Student, residing at 17/2, Jhamapukur Lane, Police Station Amherst Street, P.O Raja Ram Mohan Roy Sarani, Kolkata - 700009, (b) **SMT. CHAITALI TARAFDER**, (PAN NO - ABUPT4810G) wife of Arindam Tarafder, by faith Hindu, by occupation Business residing at 17/2, Jhamapukur Lane, Police Station Amherst Street, P.O Raja Ram Mohan Roy Sarani, Kolkata - 700009, (c) **SHRI ARINDAM TARAFDER**, (PAN NO - ABUPT1469M) son of Late Bimal Tarafder, by religion Hindu, by occupation Business, residing at 17/2, Jhamapukur Lane, Police Station Amherst Street, P.O Raja Ram Mohan Roy Sarani, Kolkata - 700009, hereinafter called the **OWNER/PARTY OF THE FIRST PART** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed and include its successors-in-office, legal representatives administrators and/or assigns) of the **ONE PART**.

AND

M/S. NAVYUG AWAS PRIVATE LIMITED (PAN - AAECN0614L), a Company within the meaning of the Companies Act, 1956 having its Registered Office at 63/3B, Sarat Bose Road "Arusaday", Building, 4th Floor P.S Bhowanipore P.O Bhowanipore Kolkata-700025, represented by one of its Director, **SHRI UTSAV AGARWAL**, (PAN NO - AJDPA7778B) son of Shri Rajiv Agarwal residing at 10, Alipore Park Road P.S Alipore P.O Alipore Kolkata - 700027, hereinafter called the hereinafter called the **DEVELOPER/PARTY OF THE SECOND PART** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed and include its

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cessors-in-office, legal representatives administrators and/or assigns) of the
OTHER PART.

WHEREAS:

- A) One Dr. Ajit Kumar Daityari was the absolute owner in respect of a land measuring about 2 Cottahs, 7 Chittaks and 0 Sq.ft. together with portion of two storied building standing thereon comprised in Dag No. 1515, Khatian No. 74 in Mouza - Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131, Police Station Sonarpur, District 24 Parganas within the limits of the Rajpur-Sonarpur Municipality.
- B) By an Indenture of Sale dated 31.01.1986, said Dr. Ajit Kumar Daityari sold, conveyed and transferred the said piece and parcel of land measuring about 2 Cottahs, 7 Chittaks and 0 Sq.ft. comprised in Dag No. 1515, Khatian No. 74 in Mouza - Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131, Police Station Sonarpur, District 24 Parganas within the limits of the Rajpur-Sonarpur Municipality in favour of Smt. Chaitali Tarafder wife of Shri Arindam Tarafder on valuable consideration, which was duly registered before the District Sub-Registrar-IV at Alipore 24 Parganas and recorded in Book No. I, Volume No.5, Pages 7 to 22, Being No. 140 for the year 1996.
- C) One Manas Kumar Daityari was the absolute owner in respect of a piece and parcel of land measuring about 2 Cottahs, 6 Chittaks and 0 Sq.ft. together with the portion of two storied building standing thereon comprised in Dag No. 1515, Khatian No. 598 in Mouza - Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131, together with all easement rights in Dag No. 1515, 1516 and 1517, Police Station Sonarpur, District 24 Parganas within the limits of the Rajpur-Sonarpur Municipality.

By virtue of a registered Deed of Conveyance dated 30.01.1995, said Manas Kumar Daityari sold, conveyed and transferred the said piece and parcel of land measuring about 2 Cottahs, 6 Chittaks and 0 Sq.ft. comprised in Dag No. 1515, Khatian No. 598 in Mouza - Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131, together with all easement rights in Dag No. 1515, 1516 and 1517, Police Station Sonarpur, District 24 Parganas within the limits of the Rajpur-Sonarpur Municipality in favour of Smt. Lipika Tarafder wife of Shri Anindya Tarafder on valuable consideration and the said Deed was registered before the Sub-Registrar-IV at Alipore 24 Parganas and recorded in Book No. I, Volume No.5, Pages 23 to 36, Being No. 141 for the year 1996.

- E) Since the aforesaid properties was purchased by said Smt. Lipika Tarafder in the capacity as Director and nominated and entrusted representative of M/s. Bitra Oils Pvt. Ltd., subsequently by an Indenture/Rectification dated 22.04.1997, the aforesaid mistake was duly rectified and the said Deed of Declaration was duly registered before the District Sub-Registrar at Sonarpur recorded in Book No.I, Volume No. 59, Pages 292 to 296, Deed No. 3772 for the year 1997.
- F) One Smt. Manorama Daityari, wife of Dr. Ajit Kumar Daityari was the owner in respect of land measuring about 3 Cottahs, 5 Chittaks and 0 Sq.ft. in Dag No. 1515, Khatian No. 598 in Mouza Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131 together with the absolute ownership right in the common passage comprised in Dag No. 1515 containing an area of 1 Cottah, 5 Chittaks and 21 Sq.ft. and in Dag No. 1516 containing an area of 14 Chittaks and 12 Sq.ft. and in Dag No. 1517 containing an area of 40 Sq.ft. aggregating to a total area of land 5 Cottahs, 9 Chittaks and 28 Sq.ft. be a little more or less, Police Station Sonarpur, District 24 Parganas within the limits of Rajpur-Sonarpur Municipality.

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By a registered Deed of Sale dated 20.03.1996 said Manorama Daityari sold, conveyed and transferred the said total area of 5 Cottahs, 9 Chittaks and 28 sq.ft. be little more or less situated within Dag Nos. 1515, 1516, 1517, Khatian No. 598 in Mouza Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131 on valuable consideration in favour of M/s. Bitra Oils Private Limited, a company represented by its Director Shri Anindya Tarafder and the said Deed was registered before the Sub-Registrar-IV at Alipore 24 Parganas and recorded in Book No. I, Volume No.12, Pages 257 to 270, Being No. 433 for the year 1996.

H) One Dr. Ajit Kumar Daityari was the absolute owner in respect of a land measuring about 4 Cottahs, 12 Chittaks and 0 Sq.ft. together with the building standing thereon comprised in Dag No. 1519, Khatian No. 74 together with all easement rights in Dag Nos. 1515, 1516 and 1517 in Mouza Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131 Police Station Sonarpur, District 24 Parganas within the limits of Rajpur-Sonarpur Municipality.

I) By a registered Deed of Sale dated 30.03.1996 said Dr. Ajit Kumar Daityari sold, conveyed and transferred the said land measuring about 4 Cottahs, 12 Chittaks and 0 Sq.ft. together with the building standing thereon comprised in Dag No. 1519, Khatian No. 74 together with all easement rights in Dag Nos. 1515, 1516 and 1517 in Mouza Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131 Police Station Sonarpur, District 24 Parganas within the limits of Rajpur-Sonarpur Municipality on valuable consideration in favour of M/s. Bitra Oils Private Limited, a company represented by its Director Shri Arindam Tarafder and the said Deed was registered before the Sub-Registrar-IV at Alipore 24 Parganas and recorded in Book No. I, Volume No.12, Pages 271 to 280, Being No. 434 for the year 1996.

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One Udayan Chowdhury, son of Late Ramen Chowdhury was the absolute Owner in respect of a piece and parcel of land measuring about 1 Cottah, 8 Chittaks and 0 Sq.ft. comprised in Dag No. 1515, Khatian No. 598 in Mouza Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131 Police Station Sonarpur, District 24 Parganas within the limits of Rajpur-Sonarpur Municipality.

- K) By a registered Deed of Sale dated 12.08.2010 said Udayan Chowdhury sold, conveyed and transferred the said land measuring about 1 Cottah, 8 Chittaks and 0 Sq.ft. comprised in Dag No. 1515, Khatian No. 598 in Mouza Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131, Police Station Sonarpur, District 24 Parganas within the limits of Rajpur-Sonarpur Municipality on valuable consideration in favour of M/s. Bita Oils Private Limited, a company represented by its Director Shri Agnidipto Tarafder and the said Deed was registered before the Sub-Registrar-IV at Alipore 24 Parganas and recorded in Book No. I, CD Volume No.22, Pages 1125 to 1139, Being No. 06322 for the year 2010.
- L) By another registered Indenture of Sale dated 14.02.2011 said Udayan Chowdhury sold, conveyed and transferred another piece and parcel of land measuring about 0 Cottah, 11 Chittaks and 0 Sq.ft. comprised in Dag No. 1519, Khatian No. 74 in Mouza Kumrakhali, J.L. No. 48, Touji No. 255, R.S. No. 131, Police Station Sonarpur, District 24 Parganas within the limits of Rajpur-Sonarpur Municipality on valuable consideration in favour of M/s. Bita Oils Private Limited, a company represented by its Director Shri Agnidipto Tarafder and the said Deed was registered before the Sub-Registrar-IV at Alipore 24 Parganas and recorded in Book No. I, CD Volume No.3, Pages 4172 to 4188, Being No. 00836 for the year 2011.
- M) For the purpose of future benefit and better prospective the Director of M/s. Bita Oils Private Limited, by virtue of Special Resolution passed by

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the Share Holders of the Company in the Annual/Extra Ordinary General Meeting held on 18.01.2011 changed and/or renamed the said Company as "M/s. BITA PROPERTIES PRIVATE LIMITED" and have already complied with all the required formalities for changing the aforesaid name before the Registrar of Companies, West Bengal.

N) As per the L.R. record said 2 Cottahs, 7 Chittaks and 0 Sq.ft. of land in R.S. Dag No. 1515, R.S. Khatian No. 74 in Mouza Kumrakhali, which is now within L.R. Khatian No. 508/1 in L.R. Dag No.1 594 measuring 0.04 Dec. as Bastu land has been recorded in favour of Smt. Chaitali Tarafder AND as per the L.R. record said 2 Cottahs, 6 Chittaks and 0 Sq.ft. of land in R.S. Dag No. 1515, R.S. Khatian No. 598 in Mouza Kumrakhali now within L.R. Khatian No. 1217/1, in L.R. Dag No. 1594 measuring 0.04 Dec. as Bastu land has been recorded in favour of M/s. Bita Oils (P) Ltd., represented by Smt. Lipika Tarafder AND as per the L.R. record land measuring 04 Cottahs, 13 Chittaks and 0 Sq.ft. in R.S. Dag No. 1515, R.S. Khatian No. 598 together with ownership right in the common passage in R.S. Dag No. 1515 containing land area 1 Cottah, 5 Chittaks and 21 Sq.ft. and in R.S. Dag No. 1516 containing land area 14 Chittaks, 12 Sq.ft. and land measuring 5 Cottahs, 07 Chittaks and 0 Sq.ft. in R.S. Dag No. 1519, R.S. Khatian No. 74, aggregating to a total area of 12 Cottahs, 07 Chittaks and 33 Sq.ft. as per physical measurement now within L.R. Khatian No. 902/1 recorded in L.R. Dag No. 1594 measuring 0.11 Dec AND in L.R. Dag No. 1595 measuring 0.01 Dec. and in L.R. Dag No. 1598 measuring 0.09 Dec. aggregating to total 0.16 Dec. has been recorded in favour of M/s. Bita Properties Private Limited and they are paying their revenue regularly.

O) After such purchase, said Smt. Chaitali Tarafder in personal capacity and in the capacity of Director and nominated, entrusted representative of M/s. Bita Properties Pvt. Ltd. formerly M/s. Bita Oils Private Limited duly

mutated her name before the Rajpur Sonarpur Municipality jointly and the entire land and properties adjacent and/or contiguous to each other as aforesaid after amalgamation and mutation now within Ward No. 25, known as Holding No. 167, Dakshin Kumrakhali, Police Station Sonarpur, District South 24 Parganas having an area of 17 Cottahs, 8 Chittaks and 32 sq.ft. and they are paying their municipal taxes regularly.

- P) In the manner sated above, the Owner herein being the said Smt. Chaitali Tarafder and M/s. Bitra Oils Private Limited renamed as M/s. Bitra Properties Private Limited now seized and possessed of or otherwise well and sufficiently entitled to as per R.O.R. ALL THAT piece or parcel of 0.29 Dec. of land equivalent to 17 Cottahs, 08 Chittaks and 32 Sq.ft. be the same little more or less but as per Deed and local physical measurement 17 Cottahs, 07 Chittaks and 37 Sq.ft. be the same little more or less along with structure as standing thereon comprised in L.R. Khatian No. 508/1, L.R. Dag No. 1594 and in L.R. Khatian No. 1217, L.R. Dag No. 1594 and in L.R. Khatian No. 902/1, L.R. Dag Nos. 1594, 1595 and 1598, all in Mouza Kumrakhali at present within the Rajpur Sonarpur Municipality, Ward No. 25 and the entire land and property now known as Municipal Holding No. 167, Dakshin Kumrakhali, Police Station Sonarpur, District South 24 Parganas, having good right, marketable title and peaceful possession and enjoying the same without any interruption or interference from any persons free from all encumbrances, liens and attachments, whatsoever, and are in possession of the Premises and are not aware of any defects in the title of the premises and have not entered into any agreement creating any right in the premises more fully and particularly described in the schedule hereunder written hereinafter called and referred to as the "SAID PREMISES" each having undivided shares therein.

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The present Owner being desirous to get the aforesaid property developed entered into a Development Agreement on 14.06.2011 with M/s. Amrapali Property Consultants, a Proprietorship Firm represented by its proprietor Malay Bose having its registered office at 4, Ramani Chatterjee Road, P.S. Gariahat Kolkata - 700 029 on the terms and conditions as contained in the said Development Agreement.

- R) Due to some unavoidable circumstances, the progress of Development work of the aforesaid property got delayed and accordingly both the Owner and the said Developer mutually agreed to cancel the said Development Agreement dated 14.06.2011.
- S) Accordingly, by a Deed of Cancellation dated 09.07.2015 both the Owner and the said Malay Bose being the proprietor of said Amrapali Property Consultants duly cancelled the said Development Agreement dated 14.06.2011 and the present Developer was the Confirming Party in such cancellation of the said Development Agreement and paid back the refundable security deposit to the said Developer.
- T) The Owner/Party of the First Part agreed to get the aforesaid property developed, if necessary by amalgamating the contiguous plots through the present Developer on the terms and conditions as contained herein.
- U) Before execution of this agreement the Owner has represented and assured to the Developer as follows :
- i) That the said property is free from all encumbrances, charges, liens, lispendens, attachments whatsoever.
 - ii) That besides the recitals of title made above, there is none to claim any right, title and interest into or upon the said property and there are no other encumbrances in the premises as it appears on searching.

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- iii) That there is no notice of acquisition or requisition received or pending in respect of the said property situated at Municipal Holding No. 167, Dakshin Kumrakhali, Police Station Sonarpur, District South 24 Parganas or any portion thereof.
 - iv) The said property does not fall under the Urban Land (Ceiling and Regulation) Act, 1976.
 - v) The Owner has declared to the Developer that the Owner has a marketable title in respect of the said property including the said structures situated thereon without any claim, right, title, interest of any person thereon or therein and the Owner has absolute right to enter into this agreement with the Developer and the Owner hereby undertake to indemnify and keep the Developer indemnified against any third party's claims actions and demands, whatsoever, with regard to the title and ownership of the Owner except electrical dues.
 - vi) There existed one Development Agreement between the Owner and Malay Bose being the proprietor of M/s. Amrapali Property Consultants and the same has been cancelled by execution of a Deed of Cancellation on 09.07.2015 and now the Owner is free to enter into this Agreement for Development with the present Developer.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :

- 1. Unless there is something contrary or repugnant to the subject or context in this agreement, following words shall have the following meanings :-
 - a) **OWNER** - shall mean **M/S. BITA PROPERTIES PRIVATE LIMITED, (PAN NO - AADCB7452M)** a Limited Company

incorporated under the Companies Act, 1956 having its registered office at 17/2, Jhamapukur Lane, Police Station Amherst Street, P.O Raja Ram Mohan Roy Sarani, Kolkata - 700009, represented by its Directors namely (a) **SHRI AGNIDIPTO TARAFDER**, (PAN NO - AHEPT0072A) son of Arindam Tarafder, by faith Hindu, by occupation Student, residing at 17/2, Jhamapukur Lane, Police Station Amherst Street, P.O Raja Ram Mohan Roy Sarani, Kolkata - 700009, (b) **SMT. CHAITALI TARAFDER**, (PAN NO - ABUPT4810G) wife of Arindam Tarafder, by faith Hindu, by occupation Business residing at 17/2, Jhamapukur Lane, Police Station Amherst Street, P.O Raja Ram Mohan Roy Sarani, Kolkata - 700009, (c) **SHRI ARINDAM TARAFDER**, (PAN NO - ABUPT1469M) son of Late Bimal Tarafder, by religion Hindu, by occupation Business, all are residing at residing at 17/2, Jhamapukur Lane, Police Station Amherst Street, P.O Raja Ram Mohan Roy Sarani, Kolkata - 700009 and its successors-in-office, legal representatives administrators and/or assigns.

b) **DEVELOPER** :- shall mean **M/S. NAVYUG AWAS PRIVATE LIMITED**, (PAN NO - AAECN0614L) a Company within the meaning of the Companies Act, 1956 having its Registered Office at 63/3B, Sarat Bose Road "Arusaday", Building, 4th Floor P.S Bhowanipore P.O Bhowanipore Kolkata-700025, represented by one of its Director, **SHRI UTSAV AGARWAL**, (PAN NO - AJDPA7778B) son of Shri Rajiv Agarwal residing at 10, Alipore Park Road P.S Alipore P.O Alipore Kolkata - 70027, and its successor or successors in office and/or assigns.

c) **PROPERTY** :- shall mean **ALL THAT** the piece or parcel of 0.29 Dec. of land equivalent to 17 Cottahs, 08 Chittaks and 32 Sq.ft. be the same little more or less but as per Deed and local physical

measurement 17 Cottahs, 07 Chittaks and 37 Sq.ft. be the same little more or less along with structure as standing thereon comprised in L.R. Khatian No. 508/1, L.R. Dag No. 1594 and in L.R. Khatian No. 1217, L.R. Dag No. 1594 and in L.R. Khatian No. 902/1, L.R. Dag Nos. 1594, 1595 and 1598, all in Mouza Kumrakhali at present within the Rajpur Sonarpur Municipality, Ward No. 25 and the entire land and property now known as Municipal Holding No. 167, Dakshin Kumrakhali, Police Station Sonarpur, District South 24 Parganas, more fully and particularly described in the First Schedule appearing hereunder.

- d) **PLAN** :- shall mean plan for the proposed building or buildings to be sanctioned by the Rajpur-Sonarpur Municipality for construction of a new building or buildings at the said premises situated at Municipal Holding No. 167, Dakshin Kumrakhali Police Station Sonarpur, District South 24 Parganas by amalgamating the said property with contiguous plot of land being Premises No. 164, Dalshin Kumrakhali, P.S Sonarpur, South 24 Parganas.
- e) **ARCHITECT** :- shall mean the architect as may be appointed by the Developer from time to time with due approval of the Owner in writing and shall include such person or persons, firm or firms, company or companies who shall have requisite qualification and experience for such appointment.
- f) **BUILDING PLAN** :- shall mean such plan to be prepared by the Architect for the construction of the new building to be sanctioned by the Rajpur-Sonarpur Municipality and/or any other competent authority as the case may be.
- g) **SALEABLE SPACE**:- shall mean the space in the new building available for independent use and occupation by the Developer

after making due provisions for common facilities and the space required thereof and after providing the Owner's allocation.

- h) **NEW BUILDING and/or MULTISTORIED BUILDING :-** shall mean the building to be constructed on the said Premises situated at Municipal Holding No. 167, Dakshin Kumrakhali, Police Station Sonarpur, District South 24 Parganas, by amalgamating the said property with contiguous plot of land being Premises No. 164, Dalshin Kumrakhali, P.S Sonarpur, South 24 Parganas by the Developer in accordance with the plan to be sanctioned by the Rajpur-Sonarpur Municipality.
- i) **UNIT :-** shall mean any flat and car parking spaces, servant's room and other covered area in the new building which is capable of being exclusively owned, used by any unit owners.
- j) **OWNER'S ALLOCATION :-** shall mean the entire 2nd floor of Block 'B' & 'C' measuring 5187 Sq.ft (built-up area) and one flat measuring about 854 Sq.ft. (built-up area) on the 3rd floor at Block 'B' and four covered car parking spaces and two open car parking spaces on the ground floor in Block 'B' of the proposed building to be constructed at the aforesaid property together with proportionate right over the common areas and/or common facilities and/or common amenities attached thereto. The area may increase if possible whenever to make further construction above Ground plus Four or increase in ground coverage.
- k) **DEVELOPER'S ALLOCATION :-** shall mean the remaining area in the Block 'B' & 'C' including the remaining covered and open car parking spaces of the proposed building or buildings to be constructed at the aforesaid property together with proportionate

right over the common areas and/or common facilities and/or common amenities attached thereto

l) **COMMON AREA AND FACILITIES** :- shall mean staircase, right over the service area, corridor, lift shafts and all other common areas in the ground floor, etc. which are excluded from the area of the flat.

m) **COMMON EXPENSES** :- shall mean and include all expenses to be incurred by the co-owners for the management and maintenance of the new building and its premises after the new building is handed over to all the co-owners and the expenses mentioned in the Third Schedule hereto.

n) **TOTAL DEVELOPMENT COSTS** - shall mean the aggregate of all costs, fees, taxes and expenses wholly and exclusively to be spend or incurred by the Developer.

o) **SPECIFICATION** - shall mean the specification and/or materials to be used for construction, erection and completion of the said New Building and/or Buildings as may be recommended by the Architect from time to time and/or specified in Second Schedule hereunder written.

Words importing singular shall include plural and vice versa and the words importing masculine gender shall include feminine and vice-versa and similarly words importing neuter gender shall include masculine and feminine genders.

2. The Party of the Second Part has represented that they are satisfied with regard to the title of the property. However, the Party of the First

Part hereby undertake to keep the Party of the Second Part indemnified against all the third party's claims with regard to the title in respect of the said property and further undertake not to create any encumbrances on the premises or on any part thereof, and that save and except the Party of the First Part or its successor or successor in office and/or assigns no body shall be entitled to deal with or dispose of their share of space in the proposed building or buildings after the plan is sanctioned.

3. That the Owner do hereby grant the exclusive right of development of the said property being premises situated at Municipal Holding No. 167, Dakshin Kumrakhali, Police Station Sonarpur, District South 24 Parganas by amalgamating the said property with contiguous plot of land being Premises No. 164, Dalshin Kumrakhali, P.S Sonarpur, South 24 Parganas, in favour of the Developer with the intent and object that the Developer shall have the necessary map or plan prepared by a duly authorised Architect for being submitted to the Rajpur-Sonarpur Municipality (hereinafter called the "said Municipality") or other Authorities concerned for sanction and shall construct, erect and complete the Multistoried Building on the said premises being complete in all respects in accordance with the plan to be sanctioned by the said Authorities Concerned and specifications as provided in the Second Schedule written hereunder.
4. That in the circumstances and in consideration of the terms and conditions contained herein and the obligations to be performed, fulfilled and observed by the Owner and the Developer and in regard to Owner's allocation thereof it has been agreed to grant the exclusive right of development of the new building or buildings in the said premises including Owner's allocation out of the total sanctioned area in the said premises (being the Owner's share in the property) to the Developer and that they will be entitled to deal with Developer's allocation in the proposed building or buildings.

In the proposed building or buildings the Party of the First Part / Owner shall be entitled to the entire 2nd floor of Block 'B' & 'C' measuring 5187 Sq.ft (built-up area) and one flat measuring about 854 Sq.ft. (built-up area) on the 3rd floor at Block 'B' (This may increase if it is possible in future to construct an extra floor, or ground coverage can be increased) and four covered car parking spaces and two open car parking spaces on the ground floor in Block 'B' of the proposed building .

6. The Developer shall get the remaining area in the Block 'B' & 'C' including the remaining covered and open car parking spaces of the proposed building or buildings to be constructed at the aforesaid property together with proportionate right over the common areas and/or common facilities and/or common amenities attached thereto

7. **DEVELOPER'S OBLIGATION :**

It shall be the responsibility and obligation of the Developer to comply with the terms and conditions as follows :-

- a) To prepare and finalize the plan of the aforesaid project for submitting the same to the Rajpur-Sonarpur Municipality within six months from the date of this indenture.
- b) The Developer shall at its cost for and on behalf of the Owner, shall apply and obtain a sanctioned plan of the proposed building or buildings to be constructed at the aforesaid property, if necessary by amalgamating the said property with contiguous plot of land and shall submit such sanctioned plan with due approval of the Owner within one month and the entire cost of such sanctioned including the Architect fees, however, shall be borne by the Developer.

- c) In the sanctioned plan, it has been agreed between the parties that both the Owner and the Developer shall duly demarcate their respective allocations in the proposed building or buildings as mentioned hereto before by demarcating its respective portions with proper colour in the photo copy of the sanctioned plan and to be counter signed by the parties hereto within 15 days from the date of sanction plan and before commencement of construction of the proposed building or buildings.
- d) To commence the construction of the proposed building or buildings within three months from the date of obtaining the sanctioned plan from the Rajpur-Sonarpur Municipality and to complete the construction of the proposed building or buildings within 36 (thirty six four) months from that date of obtaining the sanction plan of the proposed building and/or obtaining vacant possession of the property, whichever is later, if however, the Developer is unable to complete the construction within the aforesaid period, then a further extension of time for 6 months will be availed by the Developer.

If the Developer fails to complete the construction of the proposed building or buildings within the said extended period of 6 months i.e. total period of 42 months, in such case the Developer shall be liable for compensation @ Rs.50,000/- per month till completion of the building.

- e) Save and except the Developer's allocation as aforesaid in the building or buildings to be constructed on the said property, the Developer shall not be entitled to create any charge or mortgage or

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encumber the aforesaid property with any financial institution or bank nor shall fasten the Owner for any financial liability.

- f) That the Owner shall execute necessary Deed of Conveyance in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building or buildings in favour of the Developer or its nominee or nominees at or after completion of the Owner's allocation and/or delivery of possession thereof. Provided however, the Developer will not be entitled to deliver possession of the flats out of its allocation to anybody before delivery of possession of the Owner's allocation in the proposed building within stipulated period and/or before the expiry of the period of notice in writing to the Owner for taking such delivery of possession.
- g) That on completion of the building, the Developer shall furnish not only the completion certificate issued by the Rajpur-Sonarpur Municipality but also the certificate of the structural engineers of the Architect about the structural stability of the aforesaid building and the Developer shall be responsible to rectify and/or remove any defect in the construction or any damages (due to any defective construction), if detected during the period of one year from the date of completion of the building and handing over the possession of the respective flats to the prospective buyers within stipulation.
- h) The Developer shall indemnify and keep indemnified the Owner against all loss, damages, costs, charges, expenses that may be incurred or suffered by the Owner on account of arising out of any breach of any of the terms of these presents or any laws, rules, regulations or due to any accident or mishap during the progress of

construction or due to any claim made by the Third Party in respect of such construction or otherwise howsoever.

- i) It shall be the responsibility of the Developer to construct the maximum possible space conformity to the bye-laws of the authorities concerned for maximum commercial benefit of the said property.
 - j) The Developer shall take necessary steps for getting electricity connection or any extra facilities but for such extra facilities shall be paid and/or born by the Owner and/or Purchasers of the respective units in proportionate to the respective shares in the space in the said premises.
8. That immediately after the execution of this Agreement the Developer shall arrange for the authentic survey, soil testing of the related property and the Developer shall appoint a duly authorised Architect for preparation of the plan for the new multistoried building in the said property situated at Municipal Holding No. 167, Dakshin Kumrakhali, Police Station Sonarpur, District South 24 Parganas at the cost of Developer and the periodic supervision of the construction of the proposed building or buildings to be constructed at Developer's cost.
9. That the Developer shall construct and complete the said Multistoried Building as per sanctioned plan and specifications as per Second Schedule as already agreed upon and shall undertake full responsibility and the Owner shall not be responsible and shall be indemnified by the Developer for any incident or accident which may occur in the said premises due to its construction activities and/or faulty design and/or any other anomaly or defect or default whatsoever and the Developer shall keep the Owner fully indemnified at all times against any loss or damage which may be caused

to the Owner or any one else due to any accident during construction or for unauthorised construction (if any) in deviation of the sanctioned plan and/or due to any other cause, whatsoever.

10. That in consideration of the Developer constructing the said building or buildings on the terms and conditions contained in this Agreement and the obligations to be fulfilled by the Developer, the Developer shall get the Developer's allocation in the said premises immediately after delivery of the possession of Owner's allocation fully completed with proper completion certificate and the Developer shall keep the Owner fully indemnified for all times to come and for all purposes and consequence, whatsoever.

11. That the Developer shall construct the proposed building or buildings in the aforesaid property by constructing a multi-storied building or buildings thereon according to sanctioned plan to be obtained from the Rajpur-Sonarpur Municipality, in course of such development work, the Owner shall not be liable or responsible for any untoward or unwanted hazards / incident, accidents/ loss or any damages therein all such costs and consequences to be carried by the Developer.

12. **THE DEVELOPER FURTHER AGREES:**

a) Over and above the aforesaid allocation, the Developer shall pay a sum of Rs. 15,00,000/= (Rupees fifteen lakhs only) directly to the West Bengal Electricity Board towards the liquidation of the arrear electricity bill in respect of the said property for and on behalf of the Owner and if the Owner can settle the said electricity bill at less than Rs. 15,00,000/= (Rupees fifteen lakhs only) then the balance amount will be paid to the Owner.

Provided however, in case any excess amount over and above the said Rs.15,00,000/- is required to be paid to said Electricity Board in such case such excess amount shall be adjusted out of the Owner's allocation in the proposed building or buildings.

The owner shall also be paid Rs.5,00,000/- (Rupees five lakhs only) as non-refundable amount with the execution of this Agreement.

- b) To incur all costs, charges and expenses for obtaining the sanctioned plan or any modification thereof of the proposed building or buildings to be constructed at the aforesaid premises and also for any modification thereof and also to get the aforesaid plan duly sanctioned by the Rajpur Sonarpur Municipality.
- c) To get the said Plan prepared by the Architect and to get the plan sanctioned in the name of the Owner in respect of the property and for getting such sanction of the same to Rajpur-Sonarpur Municipality and other Authorities on Owner's making out a marketable title in respect of the said property and all expenses for such sanctioned plan to be incurred by the Developer.
- d) To deliver a xerox copy of the sanctioned plan within 15 days from the date of obtaining such sanction to all the Owner of the said property.
- e) It is, however, agreed between the parties that during the progress of construction of the aforesaid building, the Owner shall have the right of periodical inspection of the same either by themselves or by their representatives or any engineer or architect to be appointed by them or any suggestion thereof with regard to the quality of the material to be used in the said building and/or in connection with

the construction thereon shall be adhered to complied with by the Developer in consultation with their architect.

- f) To frame rules and regulations regarding the use of the respective allocations of the space of the Owner and Developer or their nominee or nominees or to form the Management Association and/or flat Owner's Association and/or Society for the ultimate Owner or Owners of the proposed building or buildings only with the written approval of the Owner and other flat buyers.
- g) The Developer agrees to make construction of the proposed building and/or buildings in accordance with the sanctioned plan as per the specification given in the Second Schedule hereunder written.
- h) That the Developer, however, agrees to deliver the possession of the Owner's allocation in the proposed building or buildings before delivery of possession of the other portions thereof to the prospective purchasers and also shall furnish the completion certificate before handing over the Owner's allocation.
- i) It has been decided to get this Development Agreement registered before the Appropriate Registering Authority and as such the Developer shall bear such expenses including stamp duty and registration expenses.
- j) The Developer shall also be entitled to have the existing building and/or structures demolished either by themselves or through any contractor to be appointed by them and so far as the salvage in respect of the aforesaid property is concerned, the Developer shall take the entire salvage value of the properties.



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THE DEVELOPER SHALL BE ENTITLED :

- a. To construct and complete the said Multistoried Building in all respect in terms of this Agreement and in accordance with the plan to be sanctioned by the Authorities Concerned and as per the specifications mentioned in the Second Schedule within the specified time stated hereinabove.
- b. To enjoy, negotiate and enter into agreement/agreements for sale with buyers and accept advance and/or part consideration money for the disposal of Developer's allocation as it may think fit and proper from all such person or persons of its choice, without any interference from the Owner.
- c. The Developer will be entitled to enter into the agreement/agreements for sale and /or transfer the respective flats of its own allocation in the proposed building or buildings and for entering into such agreement with the prospective buyers, the Developer shall be at liberty not to make the Owner as party to the said agreement. Provided, however, at the time of execution of the Deed of Conveyance the Owner shall be a party to such Deed along with the Developer. It is, however, agreed between the parties that the Owner shall join as party to the Agreement for Sale with the prospective buyers of the Developer's allocation as no consideration is received to the Owner with regard to the sale of Developer's allocation and for which the Owner agreed to grant a registered Power of Attorney to the Developer. It is further made clear that the Owner shall only be held liable for transferring the undivided proportionate share of land attributable to Developer's allocation and no transfer or sale will be made till the Owner's allocation is handed over after full completion within the schedule time stated herein.

- d. The Developer, however, shall be liable to pay all municipal taxes, land rent, rates and other out goings in respect of the aforesaid property on and from the date of execution of Agreement till delivery of possession of fully completed Owner's allocation in the proposed building or buildings.
- e. The Developer shall liquidate all outstanding statutory liabilities in respect of the aforesaid property including municipal tax or any other levies, if any.
- f. The Developer, however shall hand over the completion certificate to the Owner on completion of entire building.
- g. The Developer, however, shall be entitled to get the aforesaid property amalgamated with the contiguous plot of land and after such amalgamation construct the new building of buildings on the said amalgamated property and the present Owner agreed to extend all cooperation with the Developer and also to execute all necessary document or documents as may be found for the purpose of such amalgamation at the cost of the Developer.

14. THE OWNER AGREE :

- i) To sign and execute all necessary Plans, Papers, Undertakings, Affidavits, Documents, Declarations, Deeds, which may be required for obtaining the sanction Plan of the proposed building or buildings and construction of the proposed building/s in terms of this Agreement.
- ii) To co-operate with the Developer for construction and completion of the New Multistoried Building at the said property being Municipal Premises situated at Municipal Holding No. 167.

Dakshin Kumrakhali, Police Station Sonarpur, District South 24 Parganas.

- iii) To sign and execute all necessary document or documents as may be required for the purpose of amalgamating the aforesaid property with the contiguous plot/plots of land.
- iv) To sign and execute all agreements for sale in respect of the Developer's allocation and present the same before Registration Authority for registration.
- v) That the Owner shall execute necessary Deed of Conveyance in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building or buildings in favour of the Developer or its nominee or nominees at any time at or before completion of the Owner's allocation. Provided however, the Developer will not be entitled to deliver possession of the flats out of its allocation to anybody before delivery of possession of the Owner's allocation in the proposed building or buildings and /or giving notice in writing to the Owner for taking such delivery of possession.

15. **THE OWNER HAS FURTHER AGREED AS FOLLOWS:**

- i) Not to sell, transfer, alienate or encumber their right over the said premises except their Allocation as Owner's share of allocation in the proposed New Multistoried Building subject to, however, fulfilling the terms of this agreement by such transfers.
- ii) Not to cause any obstruction or interference in the bonafide construction, erection and completion of the New Multistoried Building on the said Premises.

iii) To execute a Power of Attorney appointing the Developer or its nominee as their Constituted Attorney authorising to do all deeds and things necessary for completion of the project and for dealing with Developer's allocation in the proposed building or buildings.

iv) The name of the apartment shall be finalised jointly by the Owner and the Developer.

16. In the event of the new construction work being delayed and/or destroyed due to the reasons amount to Force Majeure or conditions beyond its control i.e. to say by earthquake, tempest or other Act of God, fire, riots, civil commotion or any other irresistible forces not caused by any act of the Developer and/or their workmen in that situation, the Developer shall not be treated as defaulter and not responsible for delayed construction beyond the period of 42 months.

Similarly, if the construction work, while in progress, being delayed due to irregular and delayed supply of material and/or stopped due to non-supply of materials and/or labour trouble or any other incident other than Act of God, the Developer shall be solely responsible to take care of such incident itself and ensure speedy completion of the work using obviously superior quality materials and skilled labour force to finish the project within the stipulated period as indicated above, failing of which the clause of penalty as mentioned will be charged.

17. Both the Developer and the Owner shall be entitled to deal with or to dispose of their respective shares of the constructed space in any manner they think fit and proper without any interference from each other as long as such disposals shall not violate any provision of this Agreement.

iii) To execute a Power of Attorney appointing the Developer or its nominee as their Constituted Attorney authorising to do all deeds and things necessary for completion of the project and for dealing with Developer's allocation in the proposed building or buildings.

iv) The name of the apartment shall be finalised jointly by the Owner and the Developer.

16. In the event of the new construction work being delayed and/or destroyed due to the reasons amount to Force Majeure or conditions beyond its control i.e. to say by earthquake, tempest or other Act of God, fire, riots, civil commotion or any other irresistible forces not caused by any act of the Developer and/or their workmen in that situation, the Developer shall not be treated as defaulter and not responsible for delayed construction beyond the period of 42 months.

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17. Both the Developer and the Owner shall be entitled to deal with or to dispose of their respective shares of the constructed space in any manner they think fit and proper without any interference from each other as long as such disposals shall not violate any provision of this Agreement.

18. MISCELLANEOUS :

- i) For the purpose of sale and/or transfer of their respective allocations no further consent of the other party shall be required and this Agreement by itself shall be treated as such consent.
- ii) That after delivery of possession of the portion of existing property now under occupation of the Owner to the Developer, the Owner shall not create any encumbrances and / or liens in respect of the property and the Developer's exclusive right for development of the aforesaid properties shall not in any way be affected.
- iii) The Developer will at its own cost and expenses arrange for all materials to be used for construction, being the best quality available in the market, sound and well-seasoned, and also tools, implements, scaffolding whatsoever necessary for carrying out and/or completing the said work according to the said plans and specifications. Under no circumstances, the Developer will erect the building with inferior quality materials thereby endangering the safety and lives of the respective flat owners.
- iv) If there is any extra construction beyond the sanctioned plan, entire responsibilities of such construction will come upon the Developer.
- v) Advocate fees to be realized from the prospective purchasers of the Developer's share for their respective allocated flats and the Agreements/Deeds thereof to be prepared by the Advocate of the Developer.
- vi) The Developer on completion of the proposed building or buildings shall cause the formation of the Association/Company/Organisation for maintenance of the said building and the Owner or its nominee or nominees shall become members of the said Association and shall be abide by the Rules and Regulations

framed thereof and shall also pay proportionate cost of formation of such Association.

- vii) All the aforesaid terms and conditions are correlated with each other and in case the Developer fails to fulfill the obligations, as mentioned herein before, in such case the Owner shall give proper notice to remedied the said breach and in case of failure on the part of the Developer to remedied the same the Owner shall be entitled to compensation for the same as may be assessed by the Architect.
- viii) The Developer, however, shall obtain necessary permission, as required under Promoter's Act before commencement of the construction of the proposed building or buildings.
- ix) Both the Owner and the Developer and/or their nominees and the Purchaser however shall be liable to pay the extra costs for additional features and/or facilities to be provided in the building as specified in the Fourth Schedule hereunder written.

19. GUARANTEE :

Developer shall make up/rectify at its own cost if any deficiency/defect reported by the Owner within 3 months after delivery of the flats.

21. JURISDICTION :

Only Courts at Kolkata shall have the jurisdiction to entertain, try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Agreement or connected therewith.

FIRST SCHEDULE AS REFERRED TO ABOVE

ALL THAT piece or parcel of 0.29 Dec. of land equivalent to 17 Cottahs, 08 Chittaks and 32 Sq.ft. be the same little more or less as per R.O.R. but as per Deed and local physical measurement 17 Cottahs, 07 Chittaks and 37 Sq.ft. be the same little more or less along with structure as standing thereon comprised in L.R. Khatian No. 508/1, L.R. Dag No. 1594 and in L.R. Khatian No. 1217, L.R. Dag No. 1594 and in L.R. Khatian No. 902/1, L.R. Dag Nos. 1594, 1595 and 1598, all in Mouza Kumrakhali at present within the Rajpur Sonarpur Municipality, Ward No. 25 and the entire land and property now known as Municipal Holding No. 167, Dakshin Kumrakhali, Police Station Sonarpur, District South 24 Parganas, and butted and bounded as follows :

ON THE NORTH : By R.S. Dag No. 1523 property of Sadananda Das;

ON THE SOUTH : By Property of Sk. Jalal Ahmed;

ON THE EAST : By Dag No. 1515;

ON THE WEST : By Garia Baruipur Main Road.

SECOND SCHEDULE AS REFERRED TO ABOVE

GENERAL SPECIFICATION :

1. The building is described on RCC column foundation. The entire construction in all phases will be treated with water proofing compound, the external walls shall be 200 mm thickness brick walls and the internal portion walls shall be 75 mm and 125 mm of partition wall between two flats thickness of brick walls as per Rajpur-Sonarpur Municipality. Sanction.
2. The entire flooring of the proposed building will be finished with marble (24" x 24") or with vitrified tiles.
3. All interior walls would be finished with plaster of paris.

4. Toilet will have antiskid/marble and ceramic glazed tiles up to door height.
5. Kitchens will have RCC cooking platform with Granite counter with stainless steel sink and ceramic tiles to dado up to 3 feet height from the top of cooking platform.
6. All doors will be of flush door and necessary Godrej night latch and other tower bolts and handles will be provided.
7. Water supply round the clock is assured through Rajpur Sonarpur Municipality source for which necessary underground and overhead water reservoir of adequate measurement will be made.
8. All windows would be of good quality aluminium windows fitted with M.S. Grill and smoked glances as per Architects design.
9. Each flat will have two Western type commodes with low down cistern in addition to one wash basin, shower rose and necessary pillar cocks/bib cocks will be provided.
10. There will be full concealed copper wiring in flats. In each room there will be one fan, two lights, two plug points, one A.C. point, one cable point and one phone point. Only in living and dining their will be one A.C points. In other places light and plug points in toilet, kitchen and only electric calling bell point only at the main door, one geyser point in each toilet and one exhaust fan point in each kitchen and toilet.
11. Electrical fitting (standard quality ISI mark)
12. Sanitary fittings (standard quality ISI marks)
13. Special fitting/finish will be provided as per customer's choice at extra cost.
14. Lift will be provided.

THE THIRD SCHEDULE ABOVE REFERRED TO :
(Common Areas and Installations)

1. Entrance and exist of the building
2. Boundary walls and main gate
3. Drainage and sewerage lines and other installations for the same (except only those installed in the exclusive area of any flat/unit)
4. Staircase and lobbies on all floors and the ultimate roof deducting the area of staircase room lift well and lobby, lying on the front side of the proposed building or buildings.
5. Lifts, its equipments and installations lift well, machine room, security room, common toilet, generator room etc.
6. Electric sub-station and electrical wiring and other fittings (excluding only those installed in the exclusive area of any flat/unit and/or exclusively for its use.
7. Meter space water pump space water reservoir together with all common plumbing installation for carriage of water (save only those exclusively within and for the exclusive use of any flat/unit) together with the roof of the building and separated area for common installations.
8. Such other common parts, area, equipment installation, fittings, fixtures and space in or about the land and the building as may be necessary for passage and/or user in common by the co-owners.
9. One common toilet on the ground floor.

THE FOURTH SCHEDULE ABOVE REFERRED TO :
(Extra development charges)

Both Owner and the Developer shall have to pay the costs of additional features and/or facilities to be provided in the building.

1. Proportionate costs and charges of WBEB transformer (if any) / service / meter and security deposit for the meter.
2. Deposit and charges of electric meter and transformer and service line.
3. Costs of formation of the Association for management and maintenance of the new building at the aforesaid premises.
4. Proportionate costs of the insurance of the building, if any.
5. Proportionate costs of generator to be installed for providing electricity to the respective units in the aforesaid building.
6. 12 months deposit towards common expenses and/or maintenance of the building.

It is expressly understood and agreed that in case the exact liability on the heads, as mentioned herein before cannot be quantified then in such case the Owner shall make payment according to the reasonable estimation furnished by the Developer.

As the amounts, as mentioned herein before shall be paid by the Owner of the First Part or the respective Purchasers in the proposed building or buildings before taking possession of the said units within 7 days on demand made either by the Developer or by the Owner and such payment shall not carry any interest.

THE THIRD SCHEDULE ABOVE REFERRED TO :**(Exemption areas and/or common facilities)**

- i) The Foundation Column, Beams, Supports, Corridor, Lobbies, Stair Ways, Entrance and Exits Path ways.
- ii) Drains : Sewerage from the premises to the main road.
- iii) Water Reservoir.
- iv) Drainage Pipes from the Units to the Drains and sewer connection to the premises.
- v) Toilets on the Ground Floor of the premises for use of the Durwans, Caretakers of the premises and/or servants.
- vi) Meter room.
- vii) Boundary Walls of the premises including outside wall of the building and main gate.

- viii) **COMMON PARTS :**
 - a) Pump and Meter with installation and room thereof;
 - b) Water pump, underground reservoir, water pipes and other common plumbing installation and space required thereto.
 - c) Transformer (if any), electric wiring meter for lighting stair case lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
 - d) Windows, Doors and other fittings of the common area of the premises.
 - e) Lift and their accessories installations and space required therefore.
 - f) Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said

premises of the building as are necessary for use and occupancy of the Units as are required.

- g) The ultimate roof of the proposed building shall remain common between the Owner and the Developer and their respective nominee or nominees, and all the co-owners save and except the roof above the lift machine room and the staircase.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(Extra development charges)

Both Owner and the Developer shall have to pay the costs of additional features and/or facilities to be provided in the building.

- a) Proportionate costs and charges of WBSEB transformer/ service / meter and security deposit for the meter.
- b) Deposit and charges of electric meter and transformer and service line.
- c) Costs of formation of the Association for management and maintenance of the new building at the aforesaid premises.
- d) Proportionate costs of the insurance of the building, if any.
- e) Proportionate costs of generator to be installed for providing electricity to the respective units in the aforesaid building.
- f) 12 months deposit towards common expenses and/or maintenance of the building.

It is expressly understood and agreed that in case the exact liability on the heads, as mentioned herein before cannot be quantified then in such case the Owner shall make payment according to the reasonable estimation furnished by the Developer.

As the amounts, as mentioned herein before shall be paid by the Owner to the respective Purchasers in the proposed building or buildings before takin

possession of the said units within 7 days on demand made either by the Developer or by the Owner and such payment shall not carry any interest.

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

SIGNED AND DELIVERED BY THE
OWNER/PARTY OF THE FIRST PART
AT KOLKATA IN PRESENCE OF :

1. Manish Kr Mounya
86/59, Syonim Key Road
Wol 700053

2. *[Signature]*
Alipore police at.
4122

For BITA PROPERTIES (P) LTD

Arindam Jaiswal
Director

For BITA PROPERTIES (P) LTD

Chaitali Jaiswal
Director

For BITA PROPERTIES (P) LTD

Agneelipta Jaiswal
Director

(OWNER)

SIGNED AND DELIVERED BY THE
DEVELOPER/PARTY OF THE SECOND
PART AT KOLKATA IN PRESENCE OF :

1. Manish Kr Mounya

2. *[Signature]*

[Signature]
[Signature]

NAVYUG AWAS PRIVATE LIMITED

Agarwal
Director

(DEVELOPER)

CUTSAVA

MEMO OF CONSIDERATION

Received from the above named Developer a sum of Rs. 5,00,000/= (Rupees five lakhs only) as non-refundable amount as per the memo given below

By Cheque No.264571 dated 10.07.2015

Rs. 5,00,000/=

Drawn on Karnataka Bank, Main Branch,
Kolkata.

Total Rs. 5,00,000/=

(Rupees five lakhs only)

SIGNED AND DELIVERED BY THE
OWNER/PARTY OF THE FIRST PART
AT KOLKATA IN PRESENCE OF :

1. Manish K. Mouny
36/59, Tyoubh Roy Road
Wt. 700053

2. *[Signature]*

For BITA PROPERTIES (P) LTD

Arun Kumar Tarafdar
Director

For BITA PROPERTIES (P) LTD

Chaitali Tarafdar
Director

For BITA PROPERTIES (P) LTD

Agnidipto Tarafdar
Director

(OWNER)



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Left Hand					
Right Hand					

Name UTSAV AGARWAL

Signature Agarwal



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Arindam Tarafdar

Name ARINDAM TARAFDAR

Signature Arindam Tarafdar



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Left Hand					
Right Hand					

Anidipto Tarafdar

Name ANIDIPTO TARAFDAR

Signature Anidipto Tarafdar



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Left Hand					
Right Hand					

Chaitali Tarafdar

Name CHAITALI TARAFDAR

Chaitali Tarafdar



Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip

Query No / Year	16041000161224/2015	Query Date	07/07/2015 4:08:47 PM
Office where deed will be registered	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name	Manish Kr Mourya		
Address	36/59 Jyotish Roy Rd, Thana : Behala, District : South 24-Parganas, WEST BENGAL, PIN - 700053		
Applicant Status	Others		
Other Details	Mobile No. : 9239052019		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction Details	[4305] Declaration [No of Declaration : 1], [4311] Receipt [Rs. 2,50,000/- 500000]		
Set Forth value	Rs. 5/-	Total Market Value:	Rs. 2,61,65,654/-
Stampduty Payable	Rs. 40,011/-	Stampduty Article:-	48(g)
Registration Fee Payable	Rs. 2,785/-	Registration Fee Article:-	E, E, B, M(b), H
Expected date of the Presentation of Deed			
Amount of Stamp Duty to be Paid by Non Judicial Stamp	Rs. 0/-		
Mutation Fee Payable	DLRS server does not return any Information		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		







Arindam Tarafder Chaitali Tarafder. Agnidipto Tarafder



Government of West Bengal



Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas
Signature / LTI Sheet of Query No/Year 16041000161224/2015

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Agnidipto Tarafder 17/2 Jhamapukur Lane, P.O:- Raja Ram Mohan Roy Sarani, P.S:- Amherst Street, District:- Kolkata, West Bengal, India, PIN - 700009	Represent ative of Land Lord [M/s Bitra Properties Pvt Ltd]	 <i>Agnidipto Tarafder</i>		<i>Agnidipto Tarafder</i> 10/7/15
2	Mrs Chaitali Tarafder 17/2 Jhamapukur Lane, P.O:- RAja Ram Mohan Roy Sarani, P.S:- Amherst Street, District:- Kolkata, West Bengal, India, PIN - 700009	Represent ative of Land Lord [M/s Bitra Properties Pvt Ltd]	 <i>Chaitali Tarafder</i>		<i>Chaitali Tarafder</i> 10/7/15
3	Mr Arindam Tarafder 17/2 Jhamapukur Lane, P.O:- Raja Ram Mohan Roy Sarani, P.S:- Amherst Street, District:- Kolkata, West Bengal, India, PIN - 700009	Represent ative of Land Lord [M/s Bitra Properties Pvt Ltd]	 <i>Arindam Tarafder</i>		<i>Arindam Tarafder</i> 10/7/15

I. Signature of the Person(

) at Private Residence.

Sl No.	Name of the Executant	Category		Finger Print	Signature with date
4	Mr Utsav Agarwal 10 Alipore Park Rd, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027	Representative of Developer [M/s Navyug Awas Pvt Ltd]			<i>Agarwal</i> 10/07/2015
Sl No.	Name and Address of Identifier	Identifier of		Signature with date	
1	Mr Manish Kr Mourya Son of Mr Baliram Maurya 36/59 Jyotish Roy Rd, P.O:- New Alipore, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700053	Mr Agnidipto Tarafder, Mrs Chaitali Tarafder, Mr Anindam Tarafder, Mr Utsav Agarwal		<i>Manish Kr Mourya</i>	

(Tirdip Misra)

DISTRICT SUB-
REGISTRAROFFICE OF THE D.S.R. -
IV SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal

Landlord Details			
Name & Address (Organization)	Status	Execution And Admission Details	Other Details
M/s Bita Properties Pvt Ltd 17/2 Jhamapukur Lane, P.O:- Raja Ram Mohan Roy Sarani, P.S:- Amharst Street, District:-Kolkata, West Bengal, India, PIN - 700009	Organization	Executed by: Representative,	PAN No. AADC87452
Representative Details			
Representative Name & Address	Other Details	Execution And Admission Details	Representational
Mr Agnidipto Tarafder, Designation: Director Son of Mr Arindam Tarafder 17/2 Jhamapukur Lane, P.O:- Raja Ram Mohan Roy Sarani, P.S:- Amherst Street, District:-Kolkata, West Bengal, India, PIN - 700009	Sex: Male, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No. AHEPT0072A,		M/s Bita Prop Pvt Ltd
Mr Arindam Tarafder, Designation: Director Son of Late Bimal Tarafder 17/2 Jhamapukur Lane, P.O:- Raja Ram Mohan Roy Sarani, P.S:- Amherst Street, District:-Kolkata, West Bengal, India, PIN - 700009	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ABUPT1469M,		M/s Bita Prop Pvt Ltd
Mrs Chaitali Tarafder, Designation: Director Wife of Mr Arindam Tarafder 17/2 Jhamapukur Lane, P.O:- Raja Ram Mohan Roy Sarani, P.S:- Amherst Street, District:-Kolkata, West Bengal, India, PIN - 700009	Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ABUPT4810G,	Date of Execution - 07/07/2015, To be Admitted By : Self	M/s Bita Prop Pvt Ltd

Arindam Tarafder Chaitali Tarafder Agnidipto Tarafder

Developer Details

Name & Address (Organization)	Status	Execution And Admission Details	Other Details
M/s Navyug Awas Pvt Ltd Shubham Building Suit No. 807 1 Rowdon St, P.O:- Park Street, P.S:- Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN - 700017	Organization	Executed by: Representative,	PAN No. AAECN0814L

Representative Details

Representative Name & Address	Other Details	Execution And Admission Details	Representative of
Mr Utsav Agarwal, Designation: Director Son of Mr Rajiv Agarwal 10 Alipore Park Rd, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027	Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AJDPA7778B.		M/s Navyug Awas Pvt Ltd

Identifier Details

Identifier Name & Address	Other Details	Identifier of
Mr Manish Kr Mourya Son of Mr Baliram Maurya 36/59 Jyotish Roy Rd, P.O:- New Alipore, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700053	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,	Mr Agnidipto Tarafder, Mrs Chaitali Tarafder, Mr Arindam Tarafder, Mr Utsav Agarwal

Bank Details

Bank details have not been supplied

For Information only

Note:

1. If the given informations are found to be given incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days for e-Payment only. Assessed market value is valid for 44 days.
3. Standard User charge of Rs. 175/- (Rupees one hundred seventy five) only includes all taxes per transaction upto 15 (fifteen) pages and Rs 6/- (Rupees six) only for each additional page will be applicable.
4. Online Payment of Stamp Duty and Registration Fees can be made if Stamp Duty Payable is more than Rs. 5000/-.
5. This e-Assessment report is to be signed by all Sellers and Buyers.
6. Web-based e-Assessment report will be provisional one and subject to final verification by Registering Officer.
7. Quoting of PAN no. of Seller and Buyer of a property is a must where the transaction involves a property valued at Rs. 5 lac or more (IT Rules).
If the party concerned do not have a PAN number, he/she will make a declaration in form no. 60 giving there the particulars of such transaction.
8. Rs 50/- (Rupees fifty only) will be charged from the Applicant for issuing of this e-Assessment Slip (Urban Area).

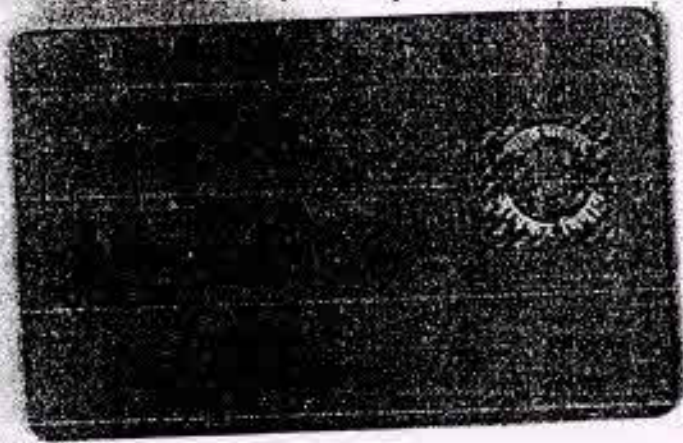
Query No:-16041000161224/2015, 07/07/2015 04:43:01 PM SOUTH 24-PARGANAS (D.S.R. - IV)

Arindam Tarafder Chaitali Tarafder Agnidipto Tarafder

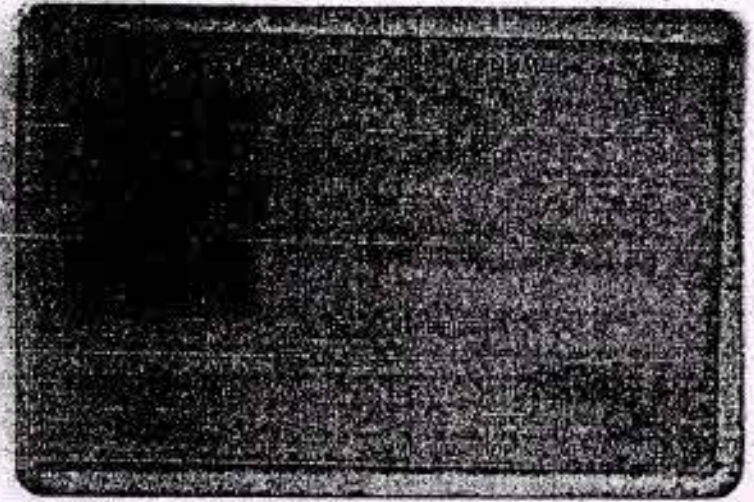
9. If SD and Fees are not paid through GRIPS then mutation fee should be paid the concerned BLLRO office Mutation.

(Tridip M)
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R.
SOUTH 24-PARGANAS
South 24-Parganas, V
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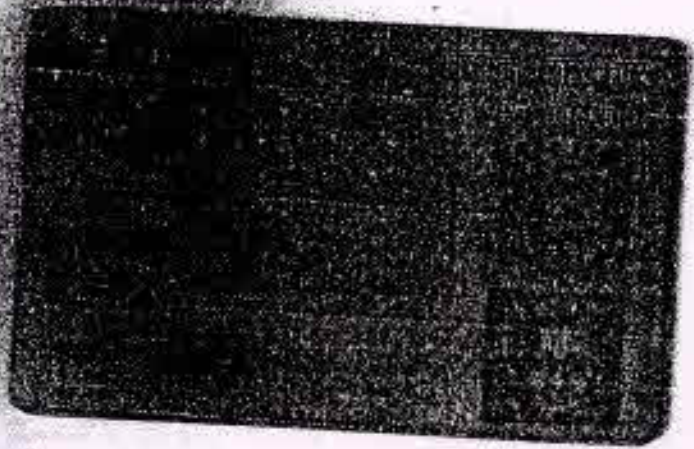
Arindam Dasgupta Chaitali Dasgupta. Agnidipto Dasgupta



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Chaitali Tarafdu.
Agnidipto Tarafdu

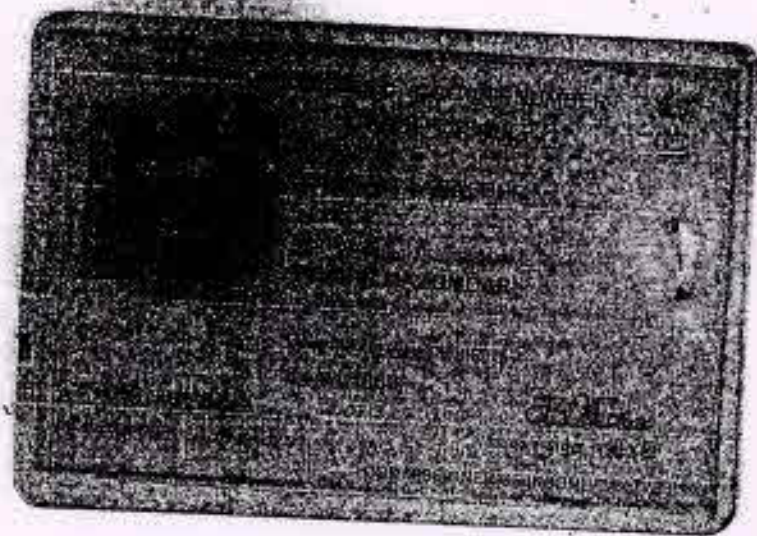


Arindam Tarafdu

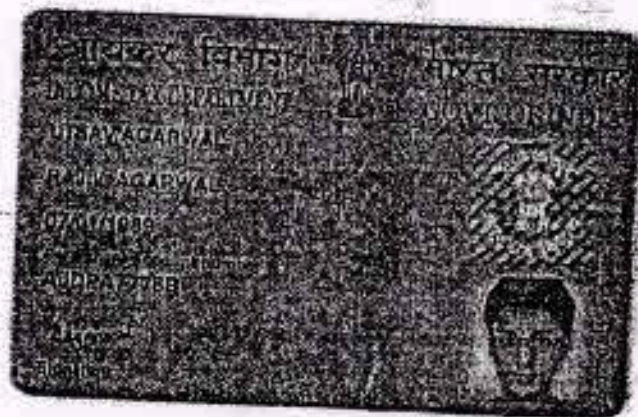


Amidpt's Paraph





Chaitali Jareafelwe.



Garnal

**Seller, Buyer and Property Details
and Lord & Developer Details**

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	<p>M/s Bitra Properties Pvt Ltd 17/2 Jhamapukur Lane, P.O:- Raja Ram Mohan Roy Sarani, P.S:- Amharst Street, District:-Kolkata, W Bengal, India, PIN - 700009 PAN No. AADCB7452M, Status : Organization Represented by representative as given below:-</p>
1(1)	<p>Mr Agnidipto Tarafder, Director Son of Mr Arindam Tarafder 17/2 Jhamapukur Lane, P.O:- Raja Ram Mohan Roy Sarani, P.S:- Amherst Street, District:-Kolkata, W Bengal, India, PIN - 700009 Sex: Male, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No. AHEPT0072A, Status : Representative Date of Execution : 10/07/2015 Date of Admission : 10/07/2015 Place of Admission of Execution : Pvt. Residence</p>
(2)	<p>Mrs Chaitali Tarafder, Director Wife of Mr Arindam Tarafder 17/2 Jhamapukur Lane, P.O:- RAja Ram Mohan Roy Sarani, P.S:- Amherst Street, District:-Kolkata, W Bengal, India, PIN - 700009 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ABUPT4810G, Status : Representative Date of Execution : 10/07/2015 Date of Admission : 10/07/2015 Place of Admission of Execution : Pvt. Residence</p>
(3)	<p>Mr Arindam Tarafder, Director Son of Late Bimal Tarafder 17/2 Jhamapukur Lane, P.O:- Raja Ram Mohan Roy Sarani, P.S:- Amherst Street, District:-Kolkata, We Bengal, India, PIN - 700009 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ABUPT1469M, Status : Representative Date of Execution : 10/07/2015 Date of Admission : 10/07/2015 Place of Admission of Execution : Pvt. Residence</p>

Developer Details

SL No.	Name, Address, Photo, Finger print and Signature
1	<p>M/s Navyug Awas Pvt Ltd Shubham Building Suit No. 807 1 Rowdon St, P.O:- Park Street, P.S:- Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN - 700017 PAN No. AAECN0614L, Status : Organization Represented by representative as given below:-</p>
1(1)	<p>Mr Utsav Agarwal, Director Son of Mr Rajiv Agarwal 10 Alipore Park Rd, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AJDPA7778B, Status : Representative Date of Execution : 10/07/2015 Date of Admission : 10/07/2015 Place of Admission of Execution : Pvt. Residence</p>

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	<p>Mr Manish Kr Mourya Son of Mr. Baliram Maurya 36/59 Jyotish Roy Rd, P.O:- New Alipore, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700053 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,</p>	<p>Mr Agnidipto Tarafder, Mrs Chaitali Tarafder, Mr Arindam Tarafder, Mr Utsav Agarwal</p>	

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other T
L1	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kumrakhali	LR Plot No:- 1594 LR Khatian No:- 508/1	10 Katha	1/-	1,79,99,999/-	Proposi Use: Ba ROR: E Propert Road

Land Details						
No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other De
L2	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR- SONARPUR, Mouza: Kumrakhali	RS Plot No:- 1595 . RS Khatian No:- 1217	3 Katha 7 Chatak 37 Sq Ft	1/-	29,30,661/-	Proposed Use: Bas ROR: Bas Property i Road
L3	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR- SONARPUR, Mouza: Kumrakhali	LR Plot No:- 1706 . LR Khatian No:- 902/1	4 Katha	1/-	33,59,994/-	Proposed Use: Bas ROR: Bas Property i Road

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
S1	On Land L3	1300 Sq Ft.	1/-	1,79,99,999/-	Structure Type: Structure
	Floor 0	1300 Sq Ft.		9,75,000/-	Residential Use, Cemented Floor, Age c Structure: 0Year, Roof Type: Pucca, Ext of Completion: Complete
S2	On Land L3	1200 Sq Ft.	1/-	1,79,99,999/-	Structure Type: Structure
	Floor 1	1200 Sq Ft.		9,00,000/-	Residential Use, Cemented Floor, Age c Structure: 0Year, Roof Type: Pucca, Ext of Completion: Complete

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	M/s Bitra Properties Pvt Ltd	M/s Navyug Awas Pvt Ltd	16.5	100
L2	M/s Bitra Properties Pvt Ltd	M/s Navyug Awas Pvt Ltd	5.75667	100
L3	M/s Bitra Properties Pvt Ltd	M/s Navyug Awas Pvt Ltd	6.6	100

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	M/s Bitra Properties Pvt Ltd	M/s Navyug Awas Pvt Ltd	1300 Sq Ft	100
S2	M/s Bitra Properties Pvt Ltd	M/s Navyug Awas Pvt Ltd	1200 Sq Ft	100

Details

Details of the applicant who has submitted the requisition form

Applicant's Name	Manish Kr Mourya
Address	36/59 Jyotish Roy Rd, Thana : Behala, District : South 24-Parganas, WEST BENGAL, PIN - 700053
Applicant's Status	Others

Office of the D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas

Endorsement For Deed Number : I - 160405507 / 2015

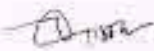
No/Year	16041000161224/2015	Serial no/Year	1604005650 / 2015
No/Year	I - 160405507 / 2015		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr Arindam Tarafder	Presented At	Private Residence
Date of Execution	10-07-2015	Date of Presentation	10-07-2015

Remarks

On 07/07/2015

Certificate of Market Value (WB PUVA rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,61,65,654/-



(Tridip Misra)

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 10/07/2015

Presentation (Under Section 52 & Rule 22A(3), 46(4) W.B. Registration Rules, 1962)

Presented for registration at 20:25 hrs on : 10/07/2015, at the Private residence by Mr Arindam Tarafder ..

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

Execution is admitted on 10/07/2015 by

Mr Agnidipto Tarafder, Director, M/s Bita Properties Pvt Ltd , 17/2 Jhamapukur Lane, P.O: Raja Ram Mohan Roy Sarani, Thana: Amharst Street , Kolkata, WEST BENGAL, India, PIN - 700009

Identified by Mr Manish Kr Mourya, Son of Mr Baliram Maurya, 36/59 Jyotish Roy Rd, P.O: New Alipore, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, By caste Hindu, By Profession Business

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

Execution is admitted on 10/07/2015 by

Mrs Chaitali Tarafder, Director, M/s Bita Properties Pvt Ltd , 17/2 Jhamapukur Lane, P.O: Raja Ram Mohan Roy Sarani, Thana: Amharst Street , Kolkata, WEST BENGAL, India, PIN - 700009

Identified by Mr Manish Kr Mourya, Son of Mr Baliram Maurya, 36/59 Jyotish Roy Rd, P.O: New Alipore, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, By caste Hindu, By Profession Business

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

Execution is admitted on 10/07/2015 by

DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1604-2015, Page from 40136 to 40195
being No 160405507 for the year 2015.



Tridip Misra

Digitally signed by TRIDIP MISRA
Date: 2015.07.29 11:37:08 -07:00
Reason: Digital Signing of Deed.

(Tridip Misra) 29/07/2015 11:37:07
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)