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9-00158/2020



8/1/20

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

27806/20

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

[Signature]

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

~~09 JAN 2019~~

09 JAN 2020

DEVELOPMENT AGREEMENT

1. Date : 08th day of January, 2020.
2. Place : Kolkata.

নং- 563 তাং- ০৫/১১/১৯ মূল্য- ৫০০/-

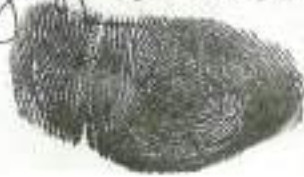
ক্রেতার নাম ও সাং.....
স্টাম্প ভেডার স্বাক্ষর.....
বিধান নগর (সল্টলেক সিটি) এ ডি.এস.আর.ও
মোট স্টাম্প ক্রয় তাং. (৩.১.২০২০)
ঢালান নং..... মোট কত টাকা খরিদ.....
ব্রজগাঙ্গী-বারাকপুর, ভেডার-মিতা দত্ত

M/S Dharitri Infraventure Pvt Ltd
DN-51, Menlin Infinite Building
6th Floor Salt Lake Sec-D Krf-91

28 NOV 2019

838000

(VICKSINGH)



108

Dharitri Infraventure Pvt. Ltd.

Director



109

Dharitri Infraventure Pvt. Ltd.

Director

(DIPANWITA SAMANTA)



110

Ranjit Mondal

Ranjit Mondal

Ranjit Mondal



111

- Sanjay Roy

date Sabanta Sekhar Roy

86, MNKR Rd Kd-3B

P. St. Ho. - B. D. Sarangi

Service

Joint Sub-Registrar
North 24-Pg:

08 JAN 2020



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

GRN: 192019200144794401
GRN Date: 08/01/2020 14:51:42
BRN: CKL8490395

Payment Mode: Online Payment
Bank: State Bank of India
BRN Date: 08/01/2020 14:52:55

DEPOSITOR'S DETAILS

Name: VICKY SINGH
Contact No.: Mobile No.: +91 9830754410
E-mail:
Address: 5 H 1 BAGMARI RD KOL 54
Applicant Name: Mr SOMBHU BISWAS
Office Name:
Office Address:
Status of Depositor: Buyer/Claimants
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement
Payment No 5

Id No.: 15230000027806/5/2020
(Query No./Query Year)

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15230000027806/5/2020	Property Registration- Stamp duty	0030-02-103-003-02	19521
2	15230000027806/5/2020	Property Registration- Registration Fees	0030-03-104-001-16	25021

In Words: Rupees Forty Four Thousand Five Hundred Forty Two only

Total

44542



3. **PARTIES :**

- 3.1. **SRI RANJIT MONDAL alias RANAJIT MONDAL alias RANJIT KUMAR MONDAL (having PAN AVXPM5560H) (Aadhar No. 6661 1859 9416)**, son of Sri/Late Laxman Chandra Mondal alias Laxman Mondal, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at Village - Akandakeshari, Patharghata, Post Office - Akandakeshari, Police Station - Rajarhat, Kolkata - 700 135, District - North 24 Parganas, hereinafter called and referred to as the "**OWNER**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **ONE PART**

A N D

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

The Owner and the Developer collectively **Parties** and severally **Party**.

NOW THIS AGREEMENT WITNESSES, RECORDS, GOVERNS AND BINDS THE PARTIES AS FOLLOWS :-

4. **Subject Matter of Agreement:**



নতুন নগর উপ-রেজিস্ট্রার
নতুন নগর, উত্তর ২৪-পগ

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4.1. **Development:**

Development and commercial exploitation of **ALL THAT** piece or parcel of a plot of land being Housing Complex containing by estimation an area of **46 Decimals** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Hudarait, J. L. No. 54, R. S. No. 224, Touzi Nos. 172 & 173, Pargana - Kalikata comprised in **R. S. & L. R. Dag No. 2673** appertaining to **L. R. Khatian No. 862/1** under the Police Station of Rajarhat within the limits of Chandpur Gram Panchayet in the District of North 24 Parganas particularly mentioned and described in the **First Schedule** hereunder written and hereinafter referred to as the "**SAID PROPERTY**".

5. **Backgrounds, Representations and Warranties:**

5.1. **Owner's Representations:** The Owner **has** represented and warranted to the Developer as follows:

5.1.1. **Ownership :**

(a) By virtue of a Deed of Kobala dated 2nd day of May, 1978 duly registered in the office of the Sub-Registrar at Cossipore Dum Dum in Book No. 1, Volume No. 59, Pages 270 to 272, Being No. 2582 for the year 1978, one Sri Nilkanta Mondal indefeasibly sold transferred, conveyed, assigned and assured for the consideration therein mentioned **ALL THAT** piece or parcel of a plot of sali land containing by estimation an area of 50 Decimals be the same a little more or less out of the land measuring an area of 06.25 Acres including all easement rights and appurtenances thereto lying situate at Mouza - Hudarait, J. L. No. 54, R. S. No. 224, Touzi Nos. 172 & 173, Pargana - Kalikata comprised in C. S. Dag No. 2666 appertaining to C. S. Khatian No. 260 corresponding to R. S. Dag No. 2673 appertaining to R. S. Khatian No. 150 under the Police Station of Rajarhat within the limits of Chandpur Gram Panchayet in the District of North 24 Parganas particularly mentioned and described in the Schedule there under written unto and in favour of Sri Chandidas Chowdhury, son of Sri Bibhuti Bhusan Chowdhury free from all encumbrances whatsoever.

(b) Thereafter by virtue of a Deed of Kobala dated 9th day of November, 1984 corresponding to 23rd Kartick, 1391 B.S. duly registered in the office of the Sub-Registrar at Bidhannagar (Salt Lake City) in Book No. 1, Being No. 6036 for the year 1984, the said Sri Chandidas Chowdhury indefeasibly sold transferred, conveyed, assigned and assured for the consideration therein mentioned **ALL THAT** piece or parcel of the said plot of sali land containing by estimation an area of 50 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Hudarait, J. L. No. 54, R. S. No. 224, Touzi Nos. 172 & 173, Pargana - Kalikata comprised in C. S. Dag No. 2666 appertaining to C. S. Khatian No. 260



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corresponding to R. S. Dag No. 2673 appertaining to R. S. Khatian No. 150 under the Police Station of Rajarhat within the limits of Chandpur Gram Panchayet in the District of North 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Sri Ranjit Kumar Mondal alias Ranjit Mondal and Sri Asit Kumar Mondal, both sons of Sri Laxman Chandra Mondal free from all encumbrances whatsoever.

- (c) One Sri Dharmadas Mondal, Sri Ramkrishna Mondal, Sri Paritosh Mondal, minor Sri Sanjay Mondal, Smt. Harani Mondal, Smt. Gita Rani Mondal, all sons and daughters respectively of Late Nilkanta Mondal and Smt. Bamani Mondal, wife of Late Nilkanta Mondal were the absolute owners by virtue of inheritance from their father and husband of ALL THAT piece or parcel of a plot of sali and doba land containing by estimation a total area of 20 Decimals be the same a little more or less out of the land measuring an area of 06.25 Acres including all easement rights and appurtenances thereto lying situate at Mouza - Hudarait, J. L. No. 54, R. S. No. 224, Touzi Nos. 172 & 173, Pargana - Kalikata comprised in C. S. Dag Nos. 2628, 2665 & 2666 appertaining to C. S. Khatian No. 260 corresponding to R. S. Dag Nos. 2635 (sali land), 2672 (doba land) & 2673 (sali land) appertaining to R. S. Khatian No. 150 under the Police Station of Rajarhat within the limits of Chandpur Gram Panchayet in the District of North 24 Parganas free from all encumbrances whatsoever.
- (d) Subsequently by virtue of a Deed of Kobala dated 9th day of November, 1984 corresponding to 23rd Kartick, 1391 B.S. duly registered in the office of the Sub-Registrar at Bidhannagar (Salt Lake City) in Book No. I, Volume No. 93F, Pages 225 to 230, Being No. 6037 for the year 1984, the said Sri Dharmadas Mondal, Sri Ramkrishna Mondal, Sri Paritosh Mondal, Smt. Harani Mondal, Smt. Gita Rani Mondal and Smt. Bamani Mondal, for self and as natural Guardian and mother of her said minor son Sri Sanjay Mondal indefeasibly sold transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of sali and doba land containing by estimation an area of 20 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Hudarait, J. L. No. 54, R. S. No. 224, Touzi Nos. 172 & 173, Pargana - Kalikata comprised in C. S. Dag Nos. 2628, 2665 & 2666 appertaining to C. S. Khatian No. 260 corresponding to R. S. Dag Nos. 2635 (sali land), 2672 (doba land) & 2673 (sali land) appertaining to R. S. Khatian No. 150 under the Police Station of Rajarhat within the limits of Chandpur Gram Panchayet in the District of North 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of the said Sri Ranjit Kumar Mondal alias Ranjit Mondal and Sri Asit Kumar Mondal free from all encumbrances whatsoever.



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- (e) By virtue of inheritance, purchase, faraz and heba bil ewaj one Sultan Mondal, Johar Ali Mondal, Meher Ali Mondal, Yasin Mondal & Sahor Ali Mondal and Mahiuddin Ahammed & others were the absolute owners of ALL THAT piece or parcel of a plot of land containing by estimation an area of 03.1250 Acres be the same a little more or less out of the land measuring an area of 06.25 Acres including all easement rights and appurtenances thereto lying situate at Mouza - Hudarait, J. L. No. 54, R. S. No. 224, Touzi Nos. 172 & 173, Pargana - Kalikata comprised in C. S. Khatian No. 260 under the Police Station of Rajarhat within the limits of Chandpur Gram Panchayet in the District of North 24 Parganas free from all encumbrances whatsoever.
- (f) Thereafter by virtue of a Deed of Kobala dated 15th day of November, 1947 duly registered in the office of the Sub-Registrar at Cossipore Dum Dum in Book No. I, Volume No. 51, Pages 108 to 110, Being No. 3001 for the year 1947, the said Sultan Mondal, Johar Ali Mondal, Meher Ali Mondal, Yasin Mondal & Sahor Ali Mondal and Mahiuddin Ahammed & others indefeasibly sold transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of land containing by estimation an area of 03.1250 Acres be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Hudarait, J. L. No. 54, R. S. No. 224, Touzi Nos. 172 & 173, Pargana - Kalikata comprised in C. S. Khatian No. 260 under the Police Station of Rajarhat within the limits of Chandpur Gram Panchayet in the District of North 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of Sri Buddhiswar Mondal, Sri Netai Chandra Mondal and Sri Nilkanta Mondal, all sons of Late Nafar Chandra Mondal free from all encumbrances whatsoever.
- (g) After purchase of the said plot of land the said Sri Buddhiswar Mondal mutated his name in the record of rights of the Revisional Settlement under R. S. Khatian No. Kri-678 comprised in R. S. Dag No. 2673 corresponding to C. S. Dag No. 2666 in respect of his share of the said land measuring an area of 62 Decimals upon payment of relevant khajanas thereof to the said concerned authority.
- (h) By virtue of a Deed of Kobala dated 30th day of April, 1986 corresponding to 16th Baishak, 1393 B.S. duly registered in the office of the Additional District Sub-Registrar at Bidhannagar (Salt Lake City) in Book No. I, Volume No. 59, Pages 379 to 384, Being No. 3109 for the year 1986, the said Sri Buddhiswar Mondal indefeasibly sold transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of sali land containing by estimation an area of 40 Decimals be the same a little more or less out of the said land measuring an area of 62 Decimals including all easement rights and appurtenances thereto lying situate at Mouza - Hudarait, J. L. No. 54, R. S. No. 224, Touzi Nos. 172 &



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173, Pargana - Kalikata comprised in C. S. Dag No. 2666 appertaining to C. S. Khatian No. 260 corresponding to R. S. Dag No. 2673 appertaining to R. S. Khatian No. Kri-678 under the Police Station of Rajarhat within the limits of Chandpur Gram Panchayet in the District of North 24 Parganas particularly mentioned and described in the Schedule thereunder written unto and in favour of the said Sri Ranjit Kumar Mondal alias Ranjit Mondal and Sri Asit Kumar Mondal free from all encumbrances whatsoever.

- (i) By virtue of the said three separate Deeds of Kobala the said Sri Ranjit Kumar Mondal alias Ranjit Mondal and Sri Asit Kumar Mondal thus become the absolute owners of ALL THAT piece or parcel of the said plots of sali and doba land containing by estimation a total area of 110 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Hudarait, J. L. No. 54, R. S. No. 224, Touzi Nos. 172 & 173, Pargana - Kalikata comprised in C. S. Dag Nos. 2628, 2665 & 2666 appertaining to C. S. Khatian No. 260 corresponding to R. S. Dag Nos. 2635 (sali land), 2672 (doba land) & 2673 (sali land) appertaining to R. S. Khatian Nos. 150 & Kri-678 under the Police Station of Rajarhat within the limits of Chandpur Gram Panchayet in the District of North 24 Parganas free from all encumbrances whatsoever.
- (j) Thereafter the Owner herein the said Sri Ranjit Kumar Mondal alias Ranjit Mondal mutated his name in the record of rights of the concerned B.L. & L.R. Office under L. R. Khatian No. 862/1 comprised in L. R. Dag No. 2673 in respect of the land measuring an area of 46 Decimals upon payment of relevant khajanas thereof to the said concerned authority.
- (j) Subsequently the Owner herein the said Sri Ranjit Kumar Mondal alias Ranjit Mondal submitted a prayer for conversion the nature of the said sali land as stated therein and with reference his prayer the Sub-Divisional Land & Land Reforms Officer, Barasat, North 24 Parganas converted the nature of the said sali land as Housing Complex vide Memo No. S-24/Conv. 162/18/356/SDL-BST/2018, dated 31.01.2019 (Conversion Case No. 162/18/SDL-BST/Rhat) under Section 4C of West Bengal Land Reforms Act, 1955 subject to the terms and conditions as contained therein.
- (k) Thus the **Owner herein** the said **Sri Ranjit Kumar Mondal alias Ranjit Mondal** become the absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece or parcel of the said plot of land being Housing Complex containing by estimation an area of **46 Decimals** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Hudarait, J. L. No. 54, R. S. No. 224, Touzi Nos. 172 & 173, Pargana - Kalikata comprised in R. S. & L. R. Dag No. 2673 appertaining to L. R. Khatian No. 862/1 under the Police Station of Rajarhat within the limits of Chandpur Gram Panchayet in the District of North 24 Parganas



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particularly mentioned and described in the **First Schedule** hereunder written and hereinafter referred to as the "**SAID PROPERTY**" free from all encumbrances whatsoever.

- 5.1.2. **Absolute Entitlement** : In the manner stated above, the Owner herein became the sole and absolute Owner of the said Property. No person or persons other than the Owner herein **has** any right, title and/or interest of any nature whatsoever in the said Property or any part thereof.
- 5.1.3. **Non Encumbrances** : The right, title and interest of the Owner in the said Property is free from all encumbrances whatsoever and **he has** a good and marketable title thereto.
- 5.1.4. **No Requisition, Acquisition and Attachment** : The Owner confirm that the said Property or any part thereof is at present not affected by any requisition or acquisition or alignment of any authority or authorities under any law and no notice or intimation about any such proceedings **has** been received or come to the notice of the Owner and neither the said Property nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to Income Tax, Revenue or any other Public Demand.
- 5.1.5. **No Litigation** : The Owner confirm that there are no suits and/or proceedings and/or litigations pending in respect of the said Property or any part thereof.
- 5.1.6. **Absolute Possession** : the said Property and every part thereof is in khas, vacant, peaceful and absolute possession of the Owner herein.
- 5.2. **Decision to Develop** : The Owner herein jointly have decided to develop the said Property and construction of a **multi storied** building thereon together with various common service areas, amenities and facilities to be appended thereto the said proposed building through the Developer herein.
- 5.3. **Background of the Developer** : The Developer is carrying on business of construction and development of real estate and **has** infrastructure and expertise in this field.
- 5.4. **Offer of Development** : The Owner herein **has** approached the Developer and made the above representations and have requested the Developer to take up the development of the said Property.
- 5.5. **Reliance on Representations** : Relying on the representations of the Owner, the Developer herein **has** agreed to develop and commercially exploit the said Property by constructing the said proposed building consisting of several Flats/Units/Car Parking Spaces/Shops and/or other areas or spaces thereon together with various common service areas, amenities and facilities to be appended thereto the said building in accordance with the Plan to be sanctioned from the **Chandpur Gram Panchayet** and/or any other concerned authority or authorities.



পশ্চিমবঙ্গের উত্তর ২৪ পরগণার অতিরিক্ত জিলা সবি
North 24 Parganas, West Bengal

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5.6. **Negotiations** : Discussions and negotiations have taken place between the Parties and the terms and conditions have been agreed upon, which the Parties are desirous of recording hereunder.

6. **Appointment and Commencement** :

6.1. **Appointment and Acceptance** : The Owner doth hereby appoint the Developer as the Developer of the said Property and the Developer doth hereby accept such appointment. By virtue of such appointment, the Owner doth hereby grant and assign, subject to what have been hereunder provided, exclusive right to the Developer to build upon and exploit commercially the said Property by constructing of the said building and dealing with the same after setting aside the **Owner's Allocation (defined below)**.

6.2. **Commencement and Tenure** : Consequent to such appointment and acceptance of appointment, this Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till the development is completed in all respects and all obligations of the Parties towards each other stands fulfilled and performed.

7. **Owner's Consideration** :

7.1. **Owner's Allocation** : The Developer shall, at **its** own costs and expenses, construct, finish, fully complete and deliver to the Owner and after undisputed possession of **42% share** of the constructed area in habitable condition and according to the Plan (**Owner's Allocation**) which includes other spaces or areas comprised of the said proposed multi storied building. It is clarified that the Owner's Allocation shall include proportionate undivided, impartible and indivisible share in the common areas, amenities and facilities made available in the said building such as paths, passages, stairway, electric meter room, pump room, over head water tank, water pump and motor, drainage connections, sewerage connections and other facilities to be required for establishment, enjoyment, maintenance and management of the said building and further the Developer will pay the sum of **Rs. 25,00,000/- (Rupees Twenty Five Lac)** only as full and final interest free refundable security money to the Owner herein at the time of execution and registration of this Development Agreement and the Development Power of Attorney and the said interest free total refundable amount will be refunded by the Owner to the Developer herein at or before the time of handing over possession of the Owner's Allocation to the Owner particularly mentioned and described in the **Second Schedule** hereunder written.

7.2. **Original Documents** : The Original Documents in respect of the said Property shall be handed over by the Owner to the custody of the Developer at the time of execution of this Development Agreement who shall retain the same in part performance of this Agreement.

8. **Developer's Consideration** :



স্বাক্ষরিত উত্তর-২৪ পরগণা
জরিফত, ন্যূন টাউন, নর্থ ২৪-পার্গা

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8.1. **Developer's Allocation** : The Developer shall be fully and completely entitled to get the balance **58% share** of the constructed area of the said proposed building comprised of the said Property after allocating the Owner's areas as per **Clause No. 7.1** stated above and other common areas comprising of the said building and open spaces of the said Property (**Developer's Allocation**). It is clarified that the Developer's Allocation shall include the proportionate undivided, impartible and indivisible balance share in (1) the Common Portions and/or areas and (2) the land contained in the said Property particularly mentioned and described in the **Third Schedule** hereunder written.

9. **Possession** :

9.1. **Full Possession** : The Owner will be liable to handover the khas and vacant possession of the entirety of the said Property simultaneously upon execution and registration of the Development Agreement and Development Power of Attorney to the Developer herein in part performance of this Agreement. The Developer shall have the right to remain in possession for doing the various acts necessary for fulfilment of this Development Agreement.

10. **Powers and Authorities** :

10.1. **Development Power of Attorney**: The Owner will be liable to grant to the Developer and/or its nominee(s) a Development Power of Attorney for sanction of the Building Plan/Additional/Revised/Modified Plan/application for Completion Certificate from the **Chandpur Gram Panchayet** and/or other authorities and construction of the said building, booking and sale of the Developer's Allocation and all matters ancillary thereto.

10.2 **Further Acts** : Notwithstanding grant of the aforesaid Development Power of Attorney, the Owner doth hereby undertake that **he** will be liable to execute, as and when necessary, further powers and authorities and all papers, documents, plans etc. for the purpose of development of the said Property.

11. **Construction of the Building** :

11.1. **Construction of the Building**: The Developer shall, at **its** own costs and without creating any financial or other liability on the Owner, construct, erect and complete the said building in accordance with the building plan to be sanctioned and as per the agreed specifications particularly mentioned and described in the Fourth Schedule hereunder written and as may be recommended by the Architect from time to time. The decision of the Architect regarding the quality of materials and workmanship shall be final and binding on the Parties. All costs, charges and expenses including Architect's fees shall be discharged and



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paid by the Developer and the Owner will bear no responsibility in this context.

- 11.2. **Construction Time** : Subject to the Owner meeting all **his** obligations under this Agreement and force majeure, the Developer shall construct, complete and finish the said proposed building on the said Property within a period of **36 (thirty six) months** from **October 2018** and/or any other concerned authority or authorities and/or after getting peaceful vacant possession of the said Property whichever is later with a maximum extension period of **6 (six) months** only. **On default on the part of the developer to hand over the possession of the Owner's Allocation on expiry of the extended period of 6 months, the Developer shall pay an amount to the tune of Rs. 1,00,000/- (Rupees One Lakh only) per month for the period of such delay.**
- 11.3. **Utilities** : The Developer shall at **its** own cost, install and erect the said building with pumps, overhead reservoirs, temporary electric connections until permanent electric connections are obtained and sewerage connections, the prospective Purchasers (collectively **Transferees**) of the apartments/spaces in the said building shall pay the deposits and other charges levied by concerned Electricity Authority. The Owner shall also pay the charges levied by the said concerned Electricity Authority after handing over the Owner's Allocation. Similarly, the Transferees and Owner shall bear proportionate costs and charges for generator, transformer, filter water plant etc. if required and which shall be paid to the Developer on demand.
- 11.4. **Temporary Connections** : The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity and drainage/sewerage at **its** own costs.
- 11.5. **Modification** : Any amendment or modification in the plan may be made or caused to be made by the Developer within the permissible limits of the **Chandpur Gram Panchayet** and/or any other concerned Authority or Authorities Rules **provided however** no alteration or modification shall be made in the Owner's Allocation without the consent of the Owner in writing at **its** own costs.
- 11.6. **No Obstruction** : The Owner shall not do any act, deed or thing whereby the Developer is obstructed or prevented from constructing and completing the said proposed building.
- 11.8. **Sharing of Allocation** : As soon as the Building Plan is sanctioned from the **Chandpur Gram Panchayet** and/or any other concerned Authority or Authorities the Parties shall delineate and demarcate the respective shares on a photocopy of the sanctioned Plan. The **Owner's Allocation as per this Development Agreement** shall be marked with **RED**, the **Developer's Allocation as per this Development Agreement** shall be marked with **BLUE** and the **Common Areas** shall be marked with **GREEN**. Both the Parties shall sign and endorse the said demarcated photocopy of the Plan. The same procedure shall be followed for any amended or corrected Plan. Such Plan shall be an integral part of this Development Agreement and shall be conclusive proof of the respective allocations. **The parties to this Agreement have consented to demarcate their share in equal share**



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and direction in each floor equally with first priority to be given to the Owner.

12. **Dealing with Units in the said building :**

- 12.1. **Owner's Allocation** : Subject to the provisions of **Clause No. 7.1** above, the Owner shall be exclusively entitled to the Owner's Allocation and shall be entitled to transfer or otherwise deal with the Owner's Allocation in any manner the Owner deem appropriate without any right, claim or interest therein whatsoever of the Developer and the Developer shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Owner's Allocation. It is however understood that the dealings of the Owner with regard to the Owner's Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owner's Allocation shall be subject to the provisions of this Agreement and the Developer shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Owner's Allocation but subject to provisions of **Clause No. 7.1** of this Agreement after obtaining the final sanctioned Plan the Developer will allocate the proper **42% share** allocation to the Owner herein.
- 12.2. **Developer's Allocation** : The Developer shall be exclusively entitled to the Developer's Allocation and shall be entitled to transfer or otherwise deal with the Developer's Allocation in any manner the Developer deems appropriate without any right, claim, or interest therein whatsoever of the Owner and the Owner shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Developer's Allocation. It is however understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owner. However, any transfer of any part of the Developer's Allocation shall be subject to the provisions of this Agreement and the Owner shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Developer's Allocation but subject to provisions of **Clause No. 8.1** of this Agreement.
- 12.3. **Transfer of Developer's Allocation** : In consideration of the Developer constructing and handing over the Owner's Allocation to the Owner, the Owner shall execute the Deed or Deeds of Conveyance of the undivided share in the land in favour of the Transferees as be attributable to the Developer's Allocation in such parts as shall be required by the Developer. Such execution of Conveyances at the option of the Developer may be done by the Developer by exercising the powers and authorities granted under the Development Power of Attorney or by the Owner directly.



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- 12.4. **Cost of Transfer** : The costs of such Conveyances including stamp duty and registration expenses and all other legal expenses shall be borne and paid by the Transferees.
- 12.5. **Common Documentation** : The Owner and the Developer shall adopt common format of documentation for transfer of the Units. The Common Portions, Common Restrictions and all other matters of common interest, shall be uniformly adopted in the documentation by way of an agreement for Owner's Allocation.
13. **Chandpur Gram Panchayet Khajanas and Outgoings** :
- 13.1. **Relating to Period prior to sanction of Plan** : All Panchayet rates, taxes and other outgoings on the said Property relating to the period prior to sanction of plan shall be borne, paid and discharged by the Owner only and in this regards the Developer shall have no liabilities in any manner whatsoever.
- 13.2. **Relating to Period After Sanction of Plan** : As and from the date of sanction of the Plan, the Developer shall be liable for Panchayet rates, taxes and other outgoings in respect of the said Property or any part thereof till such time the possession of the Owner's Allocation is given to the Owner and possession of the Units are given to the Transferees, who shall, respectively, from the date of such possession, become liable and responsible for Panchayet rates and taxes and all other outgoings.
14. **Possession and Post Completion Maintenance** :
- 14.1. **Notice of Completion** : As soon as the said building is completed (as certified by the Architect) the Developer shall give a written notice to the Owner requiring the Owner to take possession of the Owner's Allocation or part thereof and the Owner shall take possession within **30 (Thirty) days** from the date of such notice, failing which it shall be deemed that the Owner has taken possession, whether or not the Owner take physical possession and all liabilities with regard to payment of Panchayet taxes and other outgoings as mentioned in **Clause No. 14.2** below shall commence.
- 14.2. **Possession Date and Rates** : On and from such date of taking physical possession or deemed possession as afore stated (**Possession Date**), the Owner shall be exclusively responsible for payment of all Panchayet rates and taxes and other outgoings and impositions whatsoever (**collectively rates**) payable in respect of the Owner's Allocation only **provided however** when such rates are applicable to the whole of the said Property/building, the same shall be apportioned on pro-rata basis with reference to the total area of the said building. The



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Transferees shall be responsible for payment of the rates in respect of the Developer's Allocation.

- 14.3. **Punctual Payment and Mutual Indemnity** : The Owner and the Transferees shall punctually and regularly pay the rates for their respective allocations to the concerned authorities and all parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.
- 14.4. **Maintenance** : The Developer shall frame a scheme for the management and administration of the said building. The Owner hereby agree to abide by all the rules and regulations to be framed by the Developer and the Transferees (**Association**), which shall be in charge of such management of the affairs of the said building. **The Developer shall also abide by the rules and regulations as will be done by the Owner and Transferees.**
- 14.5. **Maintenance Charge** : The Owner and/or transferees will be liable to pay to the Developer, the costs and service charges for such management and maintenance (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the said building, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.
- 14.6. **Failure to pay Maintenance Charge** : If the Owner or any of the Transferees fail to pay the Maintenance Charge or any amount payable in respect of the Rates within **15 (Fifteen) days** if demand in this behalf, the defaulter shall be liable to pay interest on the amount outstanding **@ 1.50% (one and half percent)** per month from the due date of payment till the payment is made and in addition, during the period of default, none of the common services shall be available to the defaulter.
15. **Common Restrictions** :
 - 15.1. **Applicable to Both** : The Owner's Allocation and the Developer's Allocation in the said building shall be subject to the same restrictions as are applicable to the Ownership building intended for common benefit of all occupiers of the said building, which shall include the following :
 - 15.1.1. **No Illegal Activity** : No Transferees/Co-Owners /Occupants of the said building shall use or permit to be used their Units or any portion thereof for any commercial purpose or for carrying on any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the said Building.



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- 15.1.2. **No Demolition** : No Transferees/Co-Owners/Occupants of the said building shall demolish or permit demolition of any wall or other structure in their respective Units or any portions, major or minor, without the written consent of the Developer and/or the Association.
- 15.1.3. **Transfer Without Compliance** : Both the parties hereto can transfer their respective Shares without any permission of the other part, provided all the Obligations on the part of the parties hereto are fulfilled.
- 15.1.4. **Compliance with Rules** : The Owner, **Developer** and the Transferees shall abide by all laws, bye-laws, rules and regulations of the Government and local bodies and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.
- 15.1.5. **Interior Maintenance** : The Owner and the Transferees shall keep the interior walls, sewers, drains, pipes, other fittings and fixtures, appurtenances, floor and ceiling etc. in each of their respective Units/other spaces in good working condition and repair and in particular so as not to cause any damage to the said building or any other space or accommodations therein and shall keep the other occupiers of the said building indemnified from and against the consequences of any breach.
- 15.1.6. **Validity of Insurance** : Neither the Owner nor the Transferees shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the said building or any part thereof and shall keep the other occupiers of the said Building harmless and indemnified from and against the consequences of any breach.
- 15.1.7. **No Obstruction of Common Portions** : Neither the Owner nor the Transferees shall leave or keep any goods or other items for display or otherwise in the lobbies, staircases, corridors or at other places of common use and enjoyment in the said building and no hindrance shall be caused in any manner in the free movement and use of the lobbies, staircase, corridors and other places for common use and enjoyment in the said building.
- 15.1.8. **Cleanliness** : Neither the Owner nor the Transferees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the said building or in the compound, corridors or any other portion or portions of the said building.
- 15.2. **Right of Entry** : For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lightening and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, the Owner and the Transferees shall permit the Developer/



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Association, with or without workmen, at all reasonable time, to enter into and upon the Owner's Allocation and the Transferees Units and every part thereof.

16. **Owner's Obligations** : The Owner doth hereby covenant with the Developer as follows :-
 - 16.1. **No Obstruction in Dealing with Developer's Allocation** : Not to do any act, deed or thing whereby the Developer may be prevented from selling and/or disposing of any part or portion of the Developer's Allocation.
 - 16.2. **No Obstruction in Construction** : Not to cause any interference or hindrance in the construction of the said building or any part thereof.
 - 16.3. **No Alteration of Structure** : Not to demand or cause any alterations to be made in the sanctioned Plan and structure of any building. However, it is clarified that all costs and charges for any addition in the specifications made by the Developer at the request of the Owner shall be borne by the Owner.
 - 16.4. **No Dealing with the Property** : Not to let-out, grant lease, mortgage and/or charge the said Property or any portions thereof without the consent in writing of the Developer.
 - 16.5. **Fulfilling Obligations** : To sign and join all and every deeds, documents and papers which are required for the development of the said Property and/or sale of the Developer's Allocation.
 - 16.6. **Marketable Title**: The Owner has a clear and marketable title to the said Property and every part thereof.
17. **Developer's Obligations:**
 - 17.1. **Time of Completion**: The Developer hereby agrees and covenants with the Owner that subject to the Owner meeting all his obligations including those mentioned in the various sub-clauses of **Clause No. 16** above and subject further to Force Majeure (defined below) and reasons beyond the control of the Developer, the Developer shall complete the construction of the said proposed Building within **36 (thirty six) months** from the date of receipt of the sanctioned Building Plan from the **Chandpur Gram Panchayet** and/or any other concerned authority or authorities and/or after getting peaceful vacant possession of the said Property whichever is later with a maximum extension period of **6 (six) months (stipulated period)** only.
 - 17.2. **Completion Certificate**: The Developer shall be liable to apply for and obtain Completion Certificate on completion of construction of the said Building, as be deemed expedient by the Developer. Be it also noted that, during taking the Completion Certificate if the **Chandpur Gram**



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Panchayet or any authority imposes any Additional Development Charge or other charge, then the Owner and the Developer both will pay it in their respective ratio.

- 17.3. **No Violation of Law:** The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of the rules applicable to construction of the said building.
- 17.4. **No Obstruction in Dealing with Owner's Allocation:** The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owner's Allocation.
- 17.5. **Amalgamation :** The Developer will be entitled to amalgamate the said Property with any other adjacent properties at its own costs and expenses with due process of law.
18. **Owner's Indemnity:**
 - 18.1. **Title:** The Owner shall always be responsible for giving good and marketable title to the Developer and the Transferees and the Owner doth hereby indemnify and agree to keep indemnified the Developer and the Transferees in this regard.
 - 18.2. **Developer's Allocation:** The Owner hereby undertake that the Developer shall always be entitled to the Developer's Allocation and shall enjoy the same without any interference or disturbances by the Owner and to this effect the Owner doth hereby indemnify and agree to keep indemnified the Developer herein.
19. **Developer's Indemnity :**
 - 19.1. **Third Party Claims :** The Developer hereby undertakes to keep the Owner indemnified against all Third-Party claims and actions, suits, costs and proceedings arising out of any act of omission or commission on the part of the Developer in relation to the construction of the said building and/or for any defect therein or development of the said Property. The Developer first shall handover the Owner allocated portion to the Owner and thereafter the possession of the Third Party will be handedover and registered.
20. **Miscellaneous:**
 - 20.1. **No Partnership:** The Owner and the Developer have entered into this Agreement purely as a contract basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
 - 20.2. **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the said building by the Developer, various deeds, matters and things not herein specified may be required to



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

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

20.4. **Taxation:** The Owner shall not be liable for any Income Tax, Wealth Tax, Sales 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 Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the **Developer** shall not be liable for any Income Tax, Wealth Tax, Sales Tax or any other taxes in respect of the Owner's Allocation and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. But be it noted and cleared, that, as per prevailing law.

21. **Defaults:**

21.1. **Of Developer:** In the event of the Developer fails and/or neglects to perform any of **its** obligations under this Agreement, the Owner shall be entitled to all losses and damages suffered by the Owner for such non-performance of the Developer.

21.2. **Of Owner:** In the event of the Owner fails and/or neglects to perform any of **his** obligations under this Agreement, the Developer shall be entitled to all losses and damages suffered by the Developer for such non-performance of the Owner.

22. **Force Majeure:**

22.1. **Meaning of:** Force Majeure shall mean rain, flood, earthquake, riot, war, storm, tempest, civil commotion, strike, decision of authority and/or any other event beyond the control of the Parties (**Force Majeure**).

22.2. **No Liability:** The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the existence of Force Majeure and the performance of such obligation shall be suspended during the duration of Force Majeure.



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23. **Assignment:** The Developer shall have exclusive power to assign **its** every right, title and interest in respect of the said Property to be created under this Development Agreement to any Third Party on any terms, conditions and considerations without consent of the Owner herein.
24. **Arbitration:**
- 24.1. **Arbitral Tribunal:** Disputes arising out of this Agreement shall be referred to the sole arbitration of such person as be mutually decided (Sole Arbitrator) and failing such mutuality, to a Tribunal comprising of 3 (three) persons, 1 (one) appointed by the Owner, 1 (one) appointed by the Developer and the third by the first two appointees (collectively Arbitral Tribunal), being a reference within the meaning of the Arbitration And Conciliation Act, 1996.
- 24.2. **Mechanism and Procedure:** Language, procedure and type of award (speaking or non speaking) shall be decided by the Sole Arbitrator/Arbitral Tribunal. The venue shall be at Kolkata. The directions/award of the Sole Arbitrator/Arbitral Tribunal shall be final and binding on the Parties.
25. **Jurisdiction:**
- 25.1. **District Judge:** In connection with the aforesaid arbitration proceedings, only the District Judge having territorial jurisdiction over the said Property shall have the right to receive, entertain, try and determine all actions and proceedings.
26. **Name of the building:**
- 26.1. The name of the said proposed building will be christened by the Developer herein only at **its** sole discretion.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PROPERTY)

ALL THAT piece or parcel of a plot of land being Housing Complex containing by estimation an area of **46 Decimals** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Hudarait, J. L. No. 54, R. S. No. 224, Touzi Nos. 172 & 173, Pargana - Kalikata comprised in **R. S. & L. R. Dag No. 2673** appertaining to **L. R. Khatian No. 862/1** under the Police Station of Rajarhat within the limits of Chandpur Gram Panchayet, Additional District Sub-Registration Office at Rajarhat in the District of North 24 Parganas and butted and bounded in the manner as follows :-

For R. S. & L. R. Dag No. 2673 under L. R. Khatian No. 862/1 for area 29.79 Decimals



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- ON THE NORTH** : By R. S. & L. R. Dag No. 2672
ON THE SOUTH : By R. S. & L. R. Dag No. 2673 (P) &
25'-4" wide Road
ON THE EAST : By R. S. & L. R. Dag No. 2673 (P)
ON THE WEST : By R. S. & L. R. Dag No. 2673 (P)

For R. S. & L. R. Dag No. 2673 under L. R. Khatian No. 862/1 for area 15.21
Decimals

- ON THE NORTH** : By 25'-4" wide Road
ON THE SOUTH : By R. S. & L. R. Dag No. 2685
ON THE EAST : By R. S. & L. R. Dag No. 2675
ON THE WEST : By R. S. & L. R. Dag No. 2673 (P)

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE OWNER'S ALLOCATION AND CONSIDERATION)

The Developer shall, at **its** own costs and expenses, construct, finish, fully complete and deliver to the Owner and after undisputed possession of **42% share** of the constructed area in habitable condition and according to the Plan (**Owner's Allocation**) which includes other spaces or areas comprised of the said proposed multi storied building. It is clarified that the Owner's Allocation shall include proportionate undivided, impartible and indivisible share in the common areas, amenities and facilities made available in the said building such as paths, passages, stairway, electric meter room, pump room, over head water tank, water pump and motor, drainage connections, sewerage connections and other facilities to be required for establishment, enjoyment, maintenance and management of the said building and further the Developer will pay the sum of **Rs. 25,00,000/- (Rupees Twenty Five Lac)** only as full and final interest free refundable security money to the Owner herein at the time of execution and registration of this Development Agreement and the Development Power of Attorney and the said interest free total refundable amount will be refunded by the Owner to the Developer herein at or before the time of handing over possession of the Owner's Allocation to the Owner.

THE THIRD SCHEDULE ABOVE REFERRED TO
(THE DEVELOPER'S ALLOCATION)

The Developer shall be fully and completely entitled to get the balance **58% share** of the constructed area of the said proposed multi storied building comprised of the said Property after allocating the Owner's areas as per **Clause No. 7.1** stated above and other common areas comprising of the said building and open spaces of the said Property (**Developer's Allocation**). It is clarified that the Developer's Allocation shall include the proportionate undivided, impartible and



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indivisible balance share in (1) the Common Portions and/or areas and (2) the land contained in the said Property.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATION FOR CONSTRUCTION)

GENERAL :

The building shall be R.C.C. Framed structure and cement, sand and brick works as per Design by the Architect and Designer. It will be painted externally with snowcem.

FOUNDATION :

Foundation will be made in accordance with the sanctioned building plan and/or rules and regulations of the concerned authority.

R.C.C. WORKS :

Providing and laying cement concrete with reinforcement in columns footing, beams, lintels, sunshades, columns, floor slab (1st, 2nd, 3rd, 4th roof) staircase, slab lofts, etc. As per design, by designer.

BRICK WALLS :

All exterior and interior brick (1 No. nilgange) works shall be 8", 5" and 3" thick with cement sand mortar.

GROUND FLOORING BEDDING :

Ground flooring bedding shall be 4" thick average, P.C.C. (1:3:6) Over 3" thick. B.F.S. and polythene. Plinth earth will be termite treatment.

PLASTER :

Inside and Outside walls of the building shall be plain single layer plastered with cement sand mortar.

FLOOR FINISH DADO, SKIRTING ETC. :

- a) All bed rooms, drawing-cum-dining, Kitchen, toilets and balcony finished by white marble with 6" skirting.
- b) All Toilets & Kitchen with 4" skirting with marble flooring.
- c) 3'-0" height ISI marked glazed tiles fittings on cooking platform. Cooking Table with granite stone as per space available and stainless still sink.
- d) Dado will be upto 6'-0" height above 5" height. Skirting with colour ISI marked glazed tiles in toilets.
- e) Stair case & Flooring of the stair fully by marble with side Patti.

WALL FINISHING WORKS :

All internal wall surface will be finished by putty over plain single layer plaster.

DOOR AND WINDOW :

1. MAIN ENTRANCE DOOR : Malaysia Sal wood door frame (4" x 3") with segun panelled Palla.
2. INSIDE DOORS : a) Flush door with water proof Ply painted with synthetic enamel.(ISI marked) with Lock & fittings.



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- b) Malaysia Sal wood frame (3" x 2.5")
c) Toilet shall be water proof ply door.
3. WINDOWS : All windows will be Aluminium channel with Glass with Grill.

TOILET :

Two European type pan of best quality with Lowdown cistern, one shower and two taps in each toilet and one water basin in one toilet will be provided. One Point for hot and cold water line (Two in one Tap) to be provided in one Toilet with fittings (mark or Escoco) PVC supreme or Oriplast and one water basin at Dinning area.

ROOF :

1. 3' height x 5" thick parapet wall (Cement Sand Brick) work will be provided all around the roof slab.
2. P.V.C. rain water pipe for proper drainage from roof (ISI marked).
3. Roof slab will be covered with I.P.S. flooring.
4. One Wooden panelled door will be provided with necessary minimum fittings with rain force.

ELECTRICAL INSTALLATIONS :

1. One fan point, three light points and one plug point in drawing and dining space.
2. One fan point, two light points and one plug point in each Bed room on same switch board.
3. Three points each in Toilets and Kitchen (one light, one exhaust and one Geyser point) with four points for Micro Oven & Chimney and plug point in both.
4. All concealed wiring will be I.S. Standard copper wire to be provided.
5. One Power point in kitchen.
6. One Power point in for Fridge and Two power point in for T.V.
7. One Calling Bell in Flat entrance.
8. One Light point in Flat entrance.
9. A. C point will be provided in Two Bed Rooms for each Flat (only for Owner).
10. All wire will be Finolex or polycab.

LIFT:

A lift will be provided of Icon/Bharat/Vrindas/Big Boss.

EXTRA WORK :-

All extra work other than this specifications will be charged by extra and that must be paid in advance.

27. **Execution and Delivery:**



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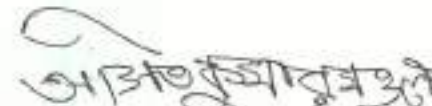
03 JAN 2020

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

SIGNED, SEALED AND DELIVERED

by the Owner at Kolkata
in the presence of :-

1. Sanjit Roy.
86 M.V.K Rd Fl-3B
Ballynagar

2. 
ଅଧ୍ୟକ୍ଷ, ସମାଜ
ଠିକଣା - ଗିରୀପୁର
କଟକ - ୭୫୧୦୧୨

Ranjit-Mondal

Ranjit-Kan Mondal

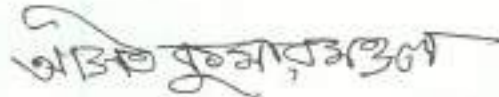
Ranjit-Mondal

Signature of the Owner

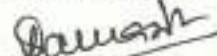
SIGNED, SEALED AND DELIVERED

by the Developer at Kolkata
in the presence of :-

1. Sanjit Roy

2. 

Dharitri Infraventure Pvt. Ltd.


Director

Dharitri Infraventure Pvt. Ltd.


Director

Signature of the Developer



Additional District Survey Registrar,
Bangalore, New Town, North 24 - 25
08 JAN 2020

RECEIPT

RECEIVED of and from the within named Developer the within mentioned sum of **Rs. 25,00,000/- (Rupees Twenty Five Lac)** only as full and final interest free refundable money under this Development Agreement as per Memo of Consideration given hereunder :-

MEMO OF CONSIDERATION

- | | | |
|-----------------|---|------------------------|
| (1) | By Cheque No. <u>718592</u> dated <u>02/11/2018</u>
drawn on <u>(RTGS)</u>
..... Branch. | Rs. <u>6,00,000/-</u> |
| (2) | By Cheque No. <u>718600</u> dated <u>05/11/2018</u>
drawn on <u>S.B.I. (N.E.F.T.)</u>
..... Branch. | Rs. <u>19,00,000/-</u> |
| (3) | By Cheque No. dated
drawn on
..... Branch. | Rs./- |
| (4) | By Cheque No. dated
drawn on
..... Branch. | Rs./- |
| Total :- | | Rs. 25,00,000/- |

(Rupees Twenty Five Lac Only)

WITNESSES :

1. Sanjit K. Rangul-Mandal
2. राजु केशव मोहा Rangul-Kes Mandal
Rangul-Monda

.....
Signature of the Owner

Drafted by :-

Fazil Islam
Advocate.

District Judges Court.
North 24 PGS, Barasat
Regn No. - WB/1743/2011



Additional District Sub Registrar,
Rajahmundry, New Town, North 24-P.

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10/10/20

PROPERTY INVESTIGATIONS HAS THE

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भारत सरकार
GOVERNMENT OF INDIA



विभागीय अधिकारी
Dipanwita Samanta
जनम तिथि/DOB: 21/09/1985
लिंग/SEX: FEMALE
Mobile No: 8013014445



3572 4538 9481
VID : 9340 8882 7993 0330

मेरा आधार, मेरी पहचान

Sarawat



ಸ್ಥಳೀಯ ಪರಿಶೀಲನೆ ಮತ್ತು ಸಂಶೋಧನೆ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address: 1st Floor, 4th Floor, 5th Floor, 6th Floor, 7th Floor, 8th Floor, 9th Floor, 10th Floor, 11th Floor, 12th Floor, 13th Floor, 14th Floor, 15th Floor, 16th Floor, 17th Floor, 18th Floor, 19th Floor, 20th Floor, 21st Floor, 22nd Floor, 23rd Floor, 24th Floor, 25th Floor, 26th Floor, 27th Floor, 28th Floor, 29th Floor, 30th Floor, 31st Floor, 32nd Floor, 33rd Floor, 34th Floor, 35th Floor, 36th Floor, 37th Floor, 38th Floor, 39th Floor, 40th Floor, 41st Floor, 42nd Floor, 43rd Floor, 44th Floor, 45th Floor, 46th Floor, 47th Floor, 48th Floor, 49th Floor, 50th Floor, 51st Floor, 52nd Floor, 53rd Floor, 54th Floor, 55th Floor, 56th Floor, 57th Floor, 58th Floor, 59th Floor, 60th Floor, 61st Floor, 62nd Floor, 63rd Floor, 64th Floor, 65th Floor, 66th Floor, 67th Floor, 68th Floor, 69th Floor, 70th Floor, 71st Floor, 72nd Floor, 73rd Floor, 74th Floor, 75th Floor, 76th Floor, 77th Floor, 78th Floor, 79th Floor, 80th Floor, 81st Floor, 82nd Floor, 83rd Floor, 84th Floor, 85th Floor, 86th Floor, 87th Floor, 88th Floor, 89th Floor, 90th Floor, 91st Floor, 92nd Floor, 93rd Floor, 94th Floor, 95th Floor, 96th Floor, 97th Floor, 98th Floor, 99th Floor, 100th Floor



9572 4538 9481

H.O. Dist. Sub. Registrar, Bangalore-560 001



Samanta





ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD WB/20/091/630485

পরিচয় পত্র



Elector's Name : MANDOL RANJIT
 নির্বাচকের নাম : মন্ডল রঞ্জিত
 Father/Mother :
 Husband's Name : LAXMANCHANDRA
 পিতা/মাতা/স্বামীর নাম : লক্ষ্মণচন্দ্র
 Sex : M
 লিঙ্গ : পুরুষ
 Age as on 1.1.1985 : 30
 ১১১৯৯৫-এ বয়স : ৩০

Ranjit Mondal

Address: PART NO 0274
 PATHARCHANTA
 নন্দীয়া - পান্ডারস
 ঠিকানা: বাড়ি নং ১১৪
 ভাথন বাড়ি
 উত্তর, পূর্ব
 Facsimile Signature
 Electoral Registration Officer
 নির্বাচন-নিবন্ধন অধিকারিক
 For 091-KAJARNAT(S.C.) Assembly Constituency
 ৩৯১-কাজারনট (স.স.) বিধানসভা নির্বাচন কেন্দ্র

Place : BARASAT
 স্থান : বরাসাত
 Date : 09 Oct 85
 তারিখ : ০৯.১০.৮৫





ভারত সরকার

Unique Identification Authority of India
Government of India

ভারত সরকার আই ডি/Enrollment No.: 1111/19261/00294

Ranajit-Mondal

TO
রাজিৎ মন্ডল
RANAJIT MONDAL
Alandakeshari
Alandakeshari North Twenty Four Parganas
West Bengal 743135



আপনার আধার সংখ্যা/ Your Aadhaar No. :

6661 1859 9416

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
GOVERNMENT OF INDIA



রাজিৎ মন্ডল
RANAJIT MONDAL
পিতা : লক্ষ্মণ মন্ডল
Father : LAKSHMAN MONDAL
জন্ম তারিখ : 04/04/1980
DOB : 04/04/1980



6661 1859 9416

আধার - সাধারণ মানুষের অধিকার



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RANJIT MONDAL

LAXMAN CHANDRA MONDAL

05/09/1960

Permanent Account Number

AVXPM5560H

Ranjit Mondal

Signature



Ranjit Mondal

इस कार्य को करने/पाने पर किसी सुविधा नहीं, लेकिन
आयकर से निम्न इकाई, एन एन सी एल
फ्रीली रजिस्टर, टाईम टॉवर, मुम्बई विद्या ऋषिवासा एन. सी. मार्ग,
एन. बी. मार्ग, लोवर पार्क, मुम्बई-400 013

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please inform / contact to
Income Tax PAN Services Unit, NSDL,
1st Floor, Times Tower,
Kangra Bldg Compound,
S.B. Marg, Lower Park, Mumbai - 400 013.
Tel: 91-22-2495 4630, Fax: 91-22-2495 0564
email: nsdlinfo@nsdl.co.in





श्री श्री सरकार
GOVERNMENT OF INDIA

Vicky Singh

Date of Birth/DOB: 29/09/1985

Male/ MALE

6579 1324 6457



आगार आगत, आगार परिचय

1 A.C



पुनर्विचार आयोग
INDIA

5/H/1, Bagmari
Roha, near Narayan Sangha Math,
Bagmari, Kanchi, Kolkata,
West Bengal - 700054



1988 001 1547
INDIA
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www.india.gov.in P.O. Box No. 1547
Bangalore-560 014

संस्थागत निवेशक
INCOME INVESTMENT
भारत सरकार
GOVT. OF INDIA

आपकी स्वतंत्र निवेश
के लिए विशेष निवेशक कार्ड
CIEP562140

नाम (Name)
विक्रम सिन्हा
आपके पिता/पति/पत्नी का नाम
रमल्लू सिन्हा

29/03/1985

आपकी हस्ताक्षर





[Handwritten signature]

श्रीरत्न शासनालय
GOVERNMENT OF INDIA



श्रीरत्न शासनालय
Sanjit Roy
व्यक्तिगत/DOB: 02/07/1972
पुरुष/ MALE



9830 9613 5835

श्रीरत्न शासनालय, श्रीरत्न शासनालय

Sanjit Roy



राष्ट्रीय पहचान प्रमाणिका प्राधिकरण
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Address :
 ठিকाना :
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 पश्चिम बंगाल - 711401 West Bengal -
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9830 9613 5835



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भारत - भारत
GOVERNMENT OF INDIA



शमित राय
Samit Roy
व्यक्तिगत/DOB: 02/07/1972
पुरुष/ MALE

9830 9613 5835



আমার আধার, আমার পরিচয়

Samit Roy



राष्ट्रीय विशिष्टता प्रमाणन प्राधिकरण
 UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address :
 ठিকানা :
 राउतारा, हावड़ा,
 पश्चिम बंगाल - 711401
 Rautara, Howrah,
 West Bengal - 711401

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TEN FINGER PRINT

 <i>Sarwan</i>					
	Little	Ring	Middle	Fore	Thumb
	Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
 <i>Jit</i>					
	Little	Ring	Middle	Fore	Thumb
	Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
 <i>Ranjit-Mandal</i> <i>Ranjit-Kor Mandal</i> <i>Ranjit-Mandal</i>					
	Little	Ring	Middle	Fore	Thumb
	* Left Hand				
					
	Thumb	Fore	Middle	Ring	Little
Right Hand					




Ranjit-Mandal
Ranjit-Kor Mandal
Ranjit-Mandal



Additional District Sub-Registrar
North 24 Parganas, West Bengal

08 JAN 2020

TEN FINGER PRINT

 Sanit Roy					
	Little	Ring	Middle	Fore	Thumb
	Left Hand				
	Thumb	Fore	Middle	Ring	Little
	Right Hand				
	Little	Ring	Middle	Fore	Thumb
	Left Hand				
	Thumb	Fore	Middle	Ring	Little
	Right Hand				
					
	Little	Ring	Middle	Fore	Thumb
	Left Hand				
	Thumb	Fore	Middle	Ring	Little
	Right Hand				



Additional District Sub Registrar
Rajahmundry, North 24-Pins

8 JAN 2020

Major Information of the Deed

Deed No :	I-1523-00158/2020	Date of Registration	09/01/2020
Query No / Year	1523-0000027806/2020	Office where deed is registered	
Query Date	06/01/2020 4:41:34 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	SOMBHU BISWAS K K RAM DAS ROAD, Thana : Nimta, District : North 24-Parganas, WEST BENGAL, PIN - 700049, Mobile No. : 9830754410, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 25,00,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 1,28,55,666/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article:48(g))	Rs. 25,021/- (Article:E, E, _B)		
Remarks			

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: CHANDPUR, Mouza: Hudarait, JI No: 54, Pin Code : 700135

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2673	LR-862/1	Bastu	Shali	46 Dec	1/-	1,28,55,666/-	Width of Approach Road: 26 Ft., Adjacent to Metal Road,
Grand Total :					46Dec	1 /-	128,55,666 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Mr Ranjit Mondal, (Alias: Mr Ranjit Kumar Mondal) Son of Laxman Chandra Mondal Alais Laxman Mondal ,Akandakeshari Patharghata, P.O:- Akandakeshari, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AVXPM5560H, Aadhaar No: 66xxxxxxx9416, Status :Individual, Executed by: Self, Date of Execution: 08/01/2020 , Admitted by: Self, Date of Admission: 08/01/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 08/01/2020 , Admitted by: Self, Date of Admission: 08/01/2020 ,Place : Pvt. Residence</p>



Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Dharitri Infraventure Private Limited DN-51, Merlin Infinite Building,6th Floor,Unit-60, P.O:- Sech Bhaban, P.S:- East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700091 , PAN No.:: AAFCD3234P,Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Smt Dipanwita Samanta Wife of Suman Jan ,Canal Street,4th Floor,Near Sreebhumi Sporting Club, P.O:- Sreebhumi, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CFRPS3473K, Aadhaar No: 35xxxxxxxx9481 Status : Representative, Representative of : Dharitri Infraventure Private Limited (as Director)
2	Mr Vicky Singh (Presentant) Son of Late Ranjit Singh ,5/H/1, Bagmari Road, P.O:- Kankurgachi, P.S:- Maniktala, District:-South 24-Parganas, West Bengal, India, PIN - 700054, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CIEPS6214G, Aadhaar No: 65xxxxxxxx6457 Status : Representative, Representative of : Dharitri Infraventure Private Limited (as Director)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Samit Roy Son of Late Sasanka Sekhar Roy 86 M N K Roy Road, P.O:- Baranagar, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700038			
Identifier Of Mr Ranjit Mondal, Smt Dipanwita Samanta, Mr Vicky Singh			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Ranjit Mondal	Dharitri Infraventure Private Limited-46 Dec

Land Details as per Land Record.

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: CHANDPUR, Mouza: Hudarait, JI No: 54, Pin Code : 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2673, LR Khatian No:- 862/1	Owner:রঞ্জিত কুমার মন্ডল, Gurdian:লক্ষ্মী মন্ড, Address:আকন্দকেশরী Classification:শালি, Area:0.48000000 Acre,	Mr Ranjit Mondal



On 07-01-2020

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 1,28,55,666/-



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

On 08-01-2020

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

Presented for registration at 19:45 hrs on 08-01-2020, at the Private residence by Mr Vicky Singh ..

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

Execution is admitted on 08/01/2020 by Mr Ranjit Mondal, Alias Mr Ranjit Kumar Mondal, Son of Laxman Chandra Mondal Alais Laxman Mondal, Akandakeshari Patharghata, P.O: Akandakeshari, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession Business

Identified by Mr Samit Roy, . . Son of Late Sasanka Sekhar Roy, 86 M N K Roy Road, P.O: Baranagar, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700036, by caste Hindu, by profession Service

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

Execution is admitted on 08-01-2020 by Smt Dipanwita Samanta, Director, Dharitri Infraventure Private Limited, ,DN-51, Merlin Infinite Building,6th Floor,Unit-60, P.O:- Sech Bhaban, P.S:- East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700091

Identified by Mr Samit Roy, . . Son of Late Sasanka Sekhar Roy, 86 M N K Roy Road, P.O: Baranagar, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700036, by caste Hindu, by profession Service

Execution is admitted on 08-01-2020 by Mr Vicky Singh, Director, Dharitri Infraventure Private Limited, ,DN-51, Merlin Infinite Building,6th Floor,Unit-60, P.O:- Sech Bhaban, P.S:- East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700091

Identified by Mr Samit Roy, . . Son of Late Sasanka Sekhar Roy, 86 M N K Roy Road, P.O: Baranagar, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700036, by caste Hindu, by profession Service



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

On 09-01-2020

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.





Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25,021/- (B = Rs 25,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 25,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/01/2020 2:52PM with Govt. Ref. No: 192019200144794401 on 08-01-2020, Amount Rs: 25,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKL8490395 on 08-01-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 19,521/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 563, Amount: Rs.500/-. Date of Purchase: 07/01/2020, Vendor name: M Dutta
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/01/2020 2:52PM with Govt. Ref. No: 192019200144794401 on 08-01-2020, Amount Rs: 19,521/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKL8490395 on 08-01-2020, Head of Account 0030-02-103-003-02



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



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2020, Page from 19531 to 19572

being No 152300158 for the year 2020.



Digitally signed by SANJOY BASAK
Date: 2020.01.14 15:53:24 +05:30
Reason: Digital Signing of Deed.

Sanjoy Basak

(Sanjoy Basak) 2020/01/14 03:53:24 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)

