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A.R.A.
III

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Additional Registrar of Assurances-III
Kolkata
No of
Dev. Agmt
Sole
Development
Agreement

Certified that the Non-Judicial Document admitted to Registration is genuine and the endorsement and the stamp are the part of this Document.

(Signature)
Additional Registrar
of Assurances-III, Kolkata

(Signature)
Additional Registrar of Assurances-III
Kolkata

23 NOV 2016

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 22 day of Nov. , 2016, BETWEEN MEGACITY SERVICES PRIVATE LIMITED, (PAN- AAGCM5936L), a Company incorporated under the Companies Act. 1956, limited by its shares having its registered office at 70, Lake East 6th Road, Post Office- Santoshpur, Police Station - Purba Jadavpur, Kolkata - 700 075, District South 24 Parganas, represented by its Director JAY RAM NASKAR (PAN-ABHPN9448F) Son of late Panchu Gopal Naskar, hereinafter referred to as the "OWNER " (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, legal representatives, successors, successors-in-office, successor-in-interest and assign) of the ONE PART.

- : (2) :-

AND

MEGACITY APPARTMENTS PRIVATE LIMITED (PAN- AADCM9141Q), a Company incorporated under the Companies Act., 1956, having its registered office at 70, Lake East 6th Road, Santoshpur, Police Station - Purba Jadavpur, Kolkata - 700 075 and represented by its Managing Director **AVIJIT NASKAR (PAN- ACHPN3527G)**, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-interest, successors-in-office, legal representatives and assigns) of the **OTHER PART**.

WHEREAS by virtue of a Registered Deed of Conveyance dated 16.12.2015 Megacity Services Private limited had purchased a plot of land **ALL THAT** piece and parcel of land, measuring an area about 289 decimal, (more or less), comprised under Mouza- Sharbanandapur, J. L. No. 31 L. R. Khatian No. 921, R. S. & L. R. Dag Nos. 641, 642, 643, 648, 649, 650, 651, 652, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 667, 668, 672 and 673, under Police Station- Bolpur A. D. S. R. at Bolpur, District- Birbhum, also **TOGETHER WITH** all sorts of common and easement rights, and right to egress and ingress to the said land from one Ranjit Halder and Chironjit Halder against a valuable consideration mentioned therein and the same was registered in the office of the ADSR at Bolpur, and recorded in Book No.1, CD Volume No.0303-2015 , Pages- from 76839 to 76865 , Being No. 030307794 for the year 2015.

AND WHEREAS by virtue of another Registered Deed of Conveyance dated- 12.07.2016 Megacity Services Private Limited has purchased **ALL THAT** piece and parcel of land, measuring an area about 59 (fifty nine) decimal , (more or less), comprised in Mouza -Sarbanandpur, J. L. No. 31, L.R Khatian nos. 927, 928, 930, 931 932, 933, 934, 935, R. S. & L. R. Dag nos. 613 (p), 647(p), 656 (p), 665, 669 , Police Station- Bolpur, A. D. S. R. at Bolpur, District- Birbhum, also **TOGETHER WITH** all sorts of common and easement rights, and right to egress and ingress to the said land from one Ranjit Halder and Chironjit Halder against a valuable consideration mentioned therein and the same was registered in the office of ADSR at Bolpur and recorded in Book No.1, CD Volume No. 0303-2016 , pages from- 103220 to 103247 , Being No. 030305248 -for the year 2016.

AND WHEREAS thus the said Megacity Services Private Limited had become the sole and absolute owner and/or solely and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said **ALL THAT** piece and parcel of plot of land measuring an area about 348 decimal, (more or less), comprised under Mouza- Sharbanandapur, J. L. No. 31, L R Khatian Nos.921, 927, 928, 930, 931, 932, 933, 934, 935, R. S. & L. R. Dag nos. 613, 641, 642, 643, 647, 648, 649, 650, 651, 652, 655,656, 657, 658, 659, 660,661, 662, 663, 664,665, 667, 668, 669, 672 and 673, with in the local limit of Sarpalehana Albandha Gram Panchayet, under Police Station- Bolpur, A. D. S. R. at Bolpur, within the District of Birbhum.

AND WHEREAS the said Megacity Services Private limited has mutated its name in the records of BL & LRO, Bolpur and had obtained L.R Khatian no 940 in its name and paying taxes regularly.

AND WHEREAS the said Megacity Services Private limited, the owner herein is desirous of developing a portion of land measuring an area about 238 decimals more or less out of its land holdings measuring an area about 348 decimals, more or less, lying and situated under Mouza- Sharbanandapur, J. L. No. 31, L R Khatian No.940 R.S & L.R Dag nos. 613, 641, 642, 643, 647, 648, 649, 650, 651, 652, 655,656, 657, 658, 659, 660, under Police Station -Bolpur, with in the local limit of Sarpalehana Albandha Gram Panchayet District Birbhum, ADSR Bolpur of the said property by constructing various multi storied buildings/apartments, thereon in the name of **DEESHARI ABOKASH**, hereinafter be referred and called as the Schedule Land (more fully and particularly mentioned and described in the schedule no 1 hereunder written.) The Owner is desirous to give the development authority to the developer, herein, to develop the said property. A site plan/Sketch Plan of the land to be developed is annexed here and marked with **RED** border.

AND WHEREAS on the basis of such representation made by the owner herein stated hereinbefore the Developer / Builder has negotiated with the owner regarding the terms and condition and after such discussion / negotiation the Developer / Builder has agreed to develop the Said property by constructing various multi storied buildings/ apartments on the Said property to be constructed in accordance with the building plan sanctioned dated 27.07.2016 by the Sarpalehana Albandha Gram Panchayet on the terms and condition as appearing hereunder.

AND WHEREAS for construction of building on the said property, the owner submitted building plan for sanction and the concerned authority Sarpalehana Albandha Gram Pachayet has sanctioned the building plan dated 27.07.2016 and after getting the sanctioned plan the Developer will construct the said building as per terms and conditions of the Building Plan sanctioned by the said Gram Panchayet .

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

ARTICLE - I DEFINATIONS

1.1. OWNER shall mean **MEGACITY SERVICES PRIVATE LIMITED** having its registered office at 70, Lake East, 6th Road, Santoshpur, Kolkata- 700 075, within the District of South 24 Parganas represented by its Director **JAY RAM NASKAR** and its successors, Successor in office, successors in interest, executors administrators, legal representatives and assigns.

1.2. DEVELOPER shall mean **MEGACITY APARTMENTS PRIVATE LIMITED**, a Company incorporated under the Companies Act., 1956, having its registered office at 70, Lake East 6th Road, Santoshpur, Police Station - Purba Jadavpur, Kolkata - 700 075 and represented by its Managing Director **AVIJIT NASKAR** and its successors, successors-in-interest, successors-in-office, legal representatives and assigns.

- 1.3. TITLE DEEDS** shall mean all the deed, documents having in the possession of the owner or any other documents or papers as required for establishing the title of the owner's effectively.
- 1.4. PREMISES** shall mean an include ALL THAT piece and parcel of plot of land measuring an area about 238 decimal, (more or less), comprised under Mouza- Sharbanandapur, J. L. No. 31, L R Khatian Nos. 940, R. S. & L.R. Dag nos. 613, 641, 642, 643, 647, 648, 649, 650, 651, 652, 655,656, 657, 658, 659, 660, with in the local limit of Sarpalehana Albandha gram panchayet under Police Station- Bolpur, A. D. S. R. at Bolpur, within the District of Birbhum. A site Plan/ sketch map of the land wherein the development works will be undertaken is annexed herewith .
- 1.5. LAND** shall mean and include the land comprised in the said premises where upon the parties hereto proposed to erect the said building.
- 1.6. BUILDING** shall mean the building or buildings to be constructed on the said property of multi storied building or buildings.
- 1.7. COMMON FACILITIES AND AMENITIES** shall mean and include corridors, roof, hall ways, stair ways, passage ways, drive ways, common lavatories, generators, pump room, overhead and underground water tank, water pump to be used for transportation from one floor to another and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and / or management of the building.
- 1.8. SALEABLE SPACE** shall mean the space in the building available for used and occupation after making due provisions for common facilities and the space required as per Building sanctioned Plan..

-: (6) :-

1.9. OWNER'S ALLOCATION

- i) Owners allocated area shall mean 30% of the floor area sanctioned by Sarpalehana Albandha Gram Panchayet by their sanctioned letter dated 27.07.2016.
- ii) Also an amount of Rs. 25,00,000/- (Rupees twenty five lakhs) only, out of which Rs. 51,000/- (Rupees fifty one thousand) only shall be paid at the time of execution of this agreement, and the balance amount will be paid by the developer to the owner on phased manners. The owner doth hereby and by the memo of consideration hereunder admit, acknowledge the receipt of the earnest money.

1.10. DEVELOPER'S ALLOCATION shall mean the balance 70% of the floor area of the sanctioned and/or approved building plan, issued by the Sarpalehana Albandha Gram Panchayet, dated 27.07.2016, relating to the proposed - multi storied buildings to be constructed on the said property.

1.11. THE ARCHITECT shall mean such person or persons who may be appointed by the developer for designing and planning of the building on the said property.

1.12. FLOOR AREA shall mean the floor area available as per building plan sanctioned vide sanction letter dated 27.07.2016 by the Sarplachana Albandha Gram Panchyet for the Construction of the said Buildings as per building Plan sanctioned by the said Gram Panchayet .

1.13. BUILDING PLAN would mean such plan prepared by the architect for the construction of the building and sanctioned by the Sarpalehana Albandha Gram Panchyet vide Building plan sanction letter dated 27.07.2016 .

1.14. ROOF shall mean and include entire open space and / or top of the building excluding the space required for installation of overhead water tank, machine room, stair case cover, Dish T.V. antenna etc. as the case may be.

1.15. ENCUMBRANCES shall mean charges lien, charges, mortgages, lispence, claims, liabilities trust, demands, acquisitions and requisitions.



- : (7) :-

1.16. **TRANSFER** with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in said building to purchaser/purchasers thereof although the same may not amount to a transfer in law.

1.17. **TRANSFeree** shall mean a person, firm, limited company, corporate body, association of persons to whom any space in the building to be transferred by virtue of this presence.

1.18. **WORDS IMPORTING SINGULAR** shall included plural and vice versa.

ARTICLE - II COMMENCEMENT

2.1. This agreement shall be deemed to have commenced on and with effect from the 15th day of November, 2016.

ARTICLE - III OWNER'S RIGHTS AND REPRESENTATION

3.1. The owner are absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the said property and shall remain in symbolic possession until the property is fully developed in accordance with the plan duly sanctioned by the Sarpalehana Albandha Gram Panchayet .

3.2. The said property is free from all encumbrances and the owner has a clear, free and marketable title in respect of the said property.

ARTICLE - IV DEVELOPER'S RIGHT

4.1. The owner hereunder grant subject to what has been hereunder provided exclusive right to the developer to built upon and exploit commercially the said property and construct the new building or buildings thereon in accordance with the plan sanctioned by the Sarpalehana Albandha Gram Panchyet with or without any amendments and / or modification thereto made or cause to be made by the parties hereto.

- 4.2. All application, plans, other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authority shall be prepared and submitted by the developer on behalf of the owner and the owner shall sign and execute all such plans, applications, other papers and documents as and when necessary and all cost and expenses including architect's fees, charges, and expenses required to be paid or deposited for exploitation of the said property, shall be borne exclusively by the Developer.
- 4.3. Nothing in this present shall be constructed as the demise or assignment or conveyance in law by the owner of the said property or any part thereof to the developer or as creating any right, title or interest in respect thereof of the Developer other than an exclusive license to the Developer to commercially exploit the same in terms thereof and to deal with the property.
- 4.4. The owner shall make over the vacant and peaceful possession of the aforesaid property to the developer immediately after the execution of this agreement.
- 4.5. The Developer shall abide by all the laws, by-laws, rules and regulations of the Government either Central or State, legal bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and the breach of the laws, bye-laws rules and regulations.

ARTICLE - V CONSIDERATION AND SPACE ALLOCATION

- 5.1. In consideration of the owner's allocation having agreed to grant excessive right of commercial exploitation of the said property and in addition to the owner's allocation as herein provided, developer has agreed to built-up the said building at its own cost and expenses and the owner shall not be required to contribute any sum towards the construction of the said building.

5.2. The Developer shall be entitled to transfer or dispose of the entire sanctioned area in the building (the entire building), without in any way disturbing the common facilities situated thereon.

5.3. The developer shall be entitled to at all time to enter into agreement or agreements or contract for sale and / or disposal of the space of the entire sanctioned area and to receive earnest money and all payments in the name of the developer against the sale of all apartments under sale agreements.

ARTICLE - VI POSSESSION

The Sale proceeds in respect of owned allocation shall have to be deposited in the - account of the owner

6.1. Immediately after the execution of these present, the owner shall deliver or make over khas vacant undisputed possession of the entirety of the said property to the developer. It is made clear that the time for delivery of possession shall be deemed to be the essence of this contract.

ARTICLE - VII PROCEDURE

7.1. The owner shall grant to the developer and / or its nominee / nominees a Development Power of Attorney as may be required for the purpose of obtaining the sanction of plan and all necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the concerned Gram panchayet and other authorities and to construct the building, appoint architects, engineers, contractor, agents etc. and to represent the owner before the concerned Sarpalehana Albandha Gram Panchayet, BL & LRO Bolpur, SD LRO, Bolpur & DL & LRO, Suri, Government of West Bengal , West Bengal Police, Fire Brigade, Registration Authority or any other appropriate authority / authorities and to undertake the construction of the building and to enter into agreement / agreements with the purchaser of the flats/apartments/car parking space or any other spaces for the entire

property and also to receive, realize, recover the entire proceeds thereof in the name of the developer . It is also to be mentioned in the said Development Power of Attorney that after the completion of the project the developer will complete registration of flats by executing deed of conveyance in favour of the intending purchaser upon receipt of full consideration money, by utilizing the Development Power of Attorney which has been issued in favour of the Developer or its nominee and in that case the owner shall not be in a position to object to such registration of deed of conveyance under any circumstances.

ARTICLE - VIII BUILDING

8.1. The Developer shall at its own cost construct the building in or upon the said property or portion thereof in accordance with the sanction plan without any hindrance or disturbance by or on behalf of the owner or any person claiming under him. The developer shall ensure that the building shall be constructed by using standard building material available in the market on that time and provided with facilities as specified in the second schedule hereunder written subject to as aforesaid the decision of the architect regarding the quality of the material shall be final and binding on the parties hereto.

8.2. The developer shall be entitled at its own cost to apply for and obtain temporary or permanent connection of water sewerage, electricity, power, telephone and / or gas to the building and other public utilities and facilities to the said premises and /or the said building in its own name or in the name of its nominee as it shall think proper. The owner shall sign, execute and deliver all papers and applications signifying his consent and approval to enable the developer to obtain such public utility, services and facilities.

- 8.3. The Developer hereby undertake to complete the construction of the new building within 36 months with a grace period of 6 (Six) months for any force meager beyond the control of the developer, after getting sanctioned of the building plan in respect of the said property from the Sarpalehana Albandha Gram Panchyet Authority. In case of any unavoidable circumstances or happening beyond the control of the developer ,in that eventuality the commencement of time of construction of the building and completion of the construction of the building shall be extended. The developer also undertake to complete the construction of the building diligently and expeditiously.
- 8.4. The developer shall at its own cost and expenses and without creating financial or other liability on the owner construct and build the said new building and various units and / or apartment therein in accordance with the sanction building plan or any amendments thereto and modification thereof made or caused to be made by the developer.
- 8.5. Simultaneously to the execution of these present the owner will execute the said Development Power of Attorney in favour of the Developer **MEGACITY APARTMENTS PRIVATE LIMITED**, a Company incorporated under the Companies Act., 1956, having its registered office at 70, Lake East 6th Road, Santoshpur, Police Station - Purba Jadavpur, Kolkata - 700 075 and represented by its Managing Director **AVIJIT NASKAR**, and the said Development Power of Attorney to be executed and registered by the owner in favour of the aforesaid developer and/or nominee of the developer.

ARTICLE - IX COMMON FACILITIES

- 9.1. The owner shall bear and pay all rates and taxes and other outgoings in respect of the said property till possession of the said property is offered and made over by the owner to the developer. After the khas vacant peaceful undisputed possession of the said property is handed over to the developer for the development thereof the developer shall bear and pay all rates and taxes and other outgoings in respect of the said property in constructing, erecting and completing the entire building.

ARTICLE - X

- 10.1. Neither party shall used or permit to use in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity and neither party shall use or permit to use thereof for any purpose whatsoever which may cause nuisance or hazards to the other occupiers of the building itself.
- 10.2. Neither party shall demolish or permit for demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 10.3. Both parties shall abide by all laws, rules and regulations of the Government either Central or State, Local Bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any one of the said laws, bye laws, rules and regulations.
- 10.4. The respective allottees shall keep the interior walls sewers, drains, pipes and other fitting and fixtures and appurtenances and floor and ceiling etc. in the building in good working condition and repair them from time to time and in particular so as not to cause any damage to the building or any space or accommodation therein and shall keep the other occupiers in the building indemnified from and against any damage for the breach of the terms and conditions specified herein.
- 10.5. Neither party shall do or caused to be done or permitted to be done any act or things which may render void and voidable any insurance of the 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.
- 10.6. No goods or other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use of the building.

10.7. Neither party shall through or accumulate or dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion/ portions of the building save and except the space provided for.

ARTICLE - X OWNERS' OBLIGATION

11.1. The owner hereby agreed and covenant with the Developer not to cause any interference or hindrance in the construction in the said building at the said premises.

11.2. The owner hereby agreed and covenant with the Developer not to let out, grant, lease, mortgage and / or charge the said premises or any portion thereof without the consent in writing of the developer from the date of signing this agreement and even during the period of construction.

ARTICLE - XI DEVELOPERS' OBLIGATION

12.1. The Developer hereby agrees and covenant with the owner to complete the construction of the building within 36 months with a grace period of 6 (Six) months due to force majeure beyond the control of the developer, from the date of sanction plan issued by the Sarpalehana Albandha Gram Panchayet . Time in this respect shall be deemed to be the essence of this agreement.

12.2. The Developer hereby agrees and covenants with the owner not to violate or contravene any of the provisions of the building, which shall be applicable to the construction of the said property.

ARTICLE - XIII DEVELOPERS' INDEMNITY

13.1. The Developer hereby undertake to keep the owner indemnified against all third party claim and actions arising out of any sort of act or omission of the developer in or relating to the construction of the said building.

13.2. The Developer hereby undertakes to keep the owner indemnified against all actions suit costs proceedings and claims that may arise out the developer's action with regard to the development of the said building and/or any defect thereof.

ARTICLE - XIV MISCELLANEOUS

14.1. The owner and the developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between the developer and the owner or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute as an association of person.

14.2. It is understood from time to time to facilitate the construction of the building by the developer, various deeds, matters and things not herein specified may be required to be done by the developer and for which the developer may need the authority of the owner and various applications and other documents may be required to be signed or made by the owner relating to which specific provision may not have been mentioned herein the owners hereby undertake to do all such acts, deeds, matters and things and the owner shall execute such additional power of Attorney and / or authorisation as may required by the developer for the purpose and the owner also undertake to sign and execute all such additional application and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe on the rights of the owners and / or go against the spirit of these presents provided such requirements are absolutely necessary and / or legal.

14.3. The owner shall not be liable for any Income Tax, Wealth Tax, or any other taxes in respect of the property and the developer shall be liable to make payment of the same and keep the owner indemnified against all action suits proceedings, costs charges expenses in respect thereof.

14.4. The name of the building shall be determined by the Developer.

- 14.5. Nothing in these presents shall be constructed as a demise or assignment or conveyance in law of the said property or any part thereof to the developer other than an exclusive license in favour of the developer to commercially exploit the same in the terms of these presents **PROVIDED HOWEVER** the developer be entitled to borrow money from any Bank / Banks or Financial Institution without creating any financial liability on the owner or effecting his estates and interest in the said property and it being expressly agreed and understood that in no event the owner or any of his estates shall be responsible and / or be made liable for payment of any dues to such Bank/Banks or Financial Institution and for that purpose the Developer shall keep the owner indemnified against all action suit proceedings and cost charges and expenses in respect thereof.
- 14.6. As and from the date of completion of the building the developer and its transferee shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes payable in respect of their respective spaces.
- 14.7. The owner shall deliver to the developer all the original title deeds relating to the said property simultaneously with the execution of these presents.
- 14.8. The building proposed to be constructed by the developer shall be made in accordance with the specification mentioned in the Second Schedule hereunder written.

ARTICLE - XV FORCE MAJEURE

- 15.1. The parties hereto shall not be considered to be liable for any obligation prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.
- 15.2. Force majeure shall mean flood, earth quake, riot, war, storm, strike, Bandh, non supply of building materials, accidents and / or any other act or commission beyond the control of the parties hereto.

15.3. If because of any willful act on the part of the developer the construction and the completion of the building is delayed as also in the event of the developer committing any breach of any of the terms and condition herein contained then in that case the developer shall be liable to pay such loss and damages to the owner or as shall be determined by the arbitrators.

15.4. In the event if the owner commit breach of any of the terms and conditions herein contained or delaying in delivery of possession of the said premises as herein before stated the developer shall be entitled to receive payments of and the owner shall be liable to pay such losses and compensation as shall be determined by the arbitrators.

ARTICLE - XVI ARBITRATION

16.1. Save and except what has been specifically stated hereunder all disputes and differences between the parties herein arising out of the meaning, construction or import of this agreement of their respective rights and liabilities as per this agreement shall be adjudicated by reference to the Arbitration of two independent Arbitrators, one to be appointed by each party who shall jointly appoint Umpire at the Commencement of the reference and the Award of the Arbitrators or the Umpire shall be final and conclusive on the subject as between the parties and this clause shall be deemed to be a submission within the meaning of the Arbitration and Reconciliation Act. 1996 as amended up to date and its statutory modification and / or re-enactment thereof enforce time to time.

ARTICLE XVII JURISDICTION

17.1. The Ld. Courts of Bolpur District Birbhum , shall have the Jurisdiction to entertain and determine all action and proceedings arising out of these presents between the parties hereto . However the Ld High Court at Kolkata shall have jurisdiction also.

THE SCHEDULE No. 1 ABOVE REFERRED TO

ALL THAT piece and parcel of plot of land measuring an area about 238 decimal, (more or less), together with a RT Shed measuring about 100 sq ft, more or less, comprised under Mouza- Sharbanandapur, J. L. No. 31, L R Khatian Nos. 940, R..S & L..R Dag nos. 613, 641, 642, 643, 647, 648, 649, 650, 651, 652, 655, 656, 657, 658, 659, 660, with in the local limit of Sarpalehana Albandha Gram Panchayat under Police Station- Bolpur, A. D. S. R. at Bolpur, within the District of Birbhum, a site plan of the land is enclosed and marked with **RED** border, butted and bounded are as follows :-

- On the North by :- Land under Dag no 640
- On the South by :- land of Megacity Services Private limited under Dag No 662
- On the East by :- land under Dag no 637, 656, 636.
- On the West by :- land under Dag no 613 (p) , 646

THE SECOND SCHEDULE ABOVE REFERRED TO

Specification of the building (Proposed)

- Foundation/ Sup. Structure : Brick Masonry
- Brick Work : Brick Masonry
- FLOORING**
- Bedrooms and Living/Dinning : Floor Tiles
- Kitchen : Floor Tiles/Wall tiles upto 2
Counter- Granite/Stainless Steel Sink
- Toilets : Anti skid floor tiles/Wall tiles upto 7'
- Internal Finish : POP
- Windows : Aluminium Sliding type
- Door : Main Door and Internal Door - Flash Door.
- CP Fittings : Hindware/Parryware/Equivalent
- Porcelan : Hindware/Parryware/Equivalent
- Stair : Quta Stone/Durostone
- Electrical : AC Point in one Bed Room.
Geyser Point - In one toilet
Cable and Telephone Point, Chimney/Micro oven point
- Exterior Color : Weather coat/Exterior Emoulsion
- Facilities : Power Backup, Intercom, Security, Landscaping

IN WITNESS WHEREOF the parties hereto have set and subscribed their representative hands the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

By the above mentioned parties at Kolkata in presence of
Witnesses-

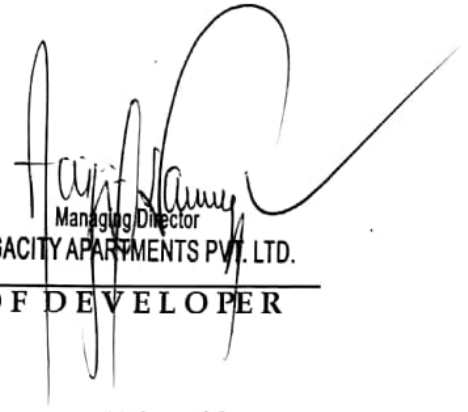
- 1) Basu Anil Paul.
Alipore Police
Court. Kol-27



Director
MEGACITY SERVICES PVT. LTD.

SIGNATURE OF OWNER

- 2) Tanmoy Podder
70, Lake East 6th Road
Santoshpur, Kol-75



Managing Director
MEGACITY APARTMENTS PVT. LTD.

SIGNATURE OF DEVELOPER

Drafted by :


(BIBHAS KUMAR GHOS)

Advocate, High Court, Calcutta

Regd No WB/733/1995

Computer Printed by :-


(TANMOY PODDER)

70, Lake East, 6th Road

Santoshpur, Kolkata-75

- : (19) :-

MEMO OF CONSIDARATION

Received on and from the within named developer the sum of Rs. 51,000/- (Rupees fifty one thousand) Only as per details as under, as part payment of the consideration amount as stated in the Owners Allocation of this agreement.

Date	Cheque No	Bank	Amount
21.11.2016	402342	State Bank of India, J. U., Kol- 32	Rs.51,000/-
Total			<u>Rs 51,000/-</u>

(Rupees Fifty One Thousands Only)

WITNESSES :

1) *D. S. S. Dev Paul.*

2) *Tarunoy Keshari*
To. Lake East 6th Road
Laxtonpur, Kol. 75



Director
MEGACITY SERVICES PVT. LTD.

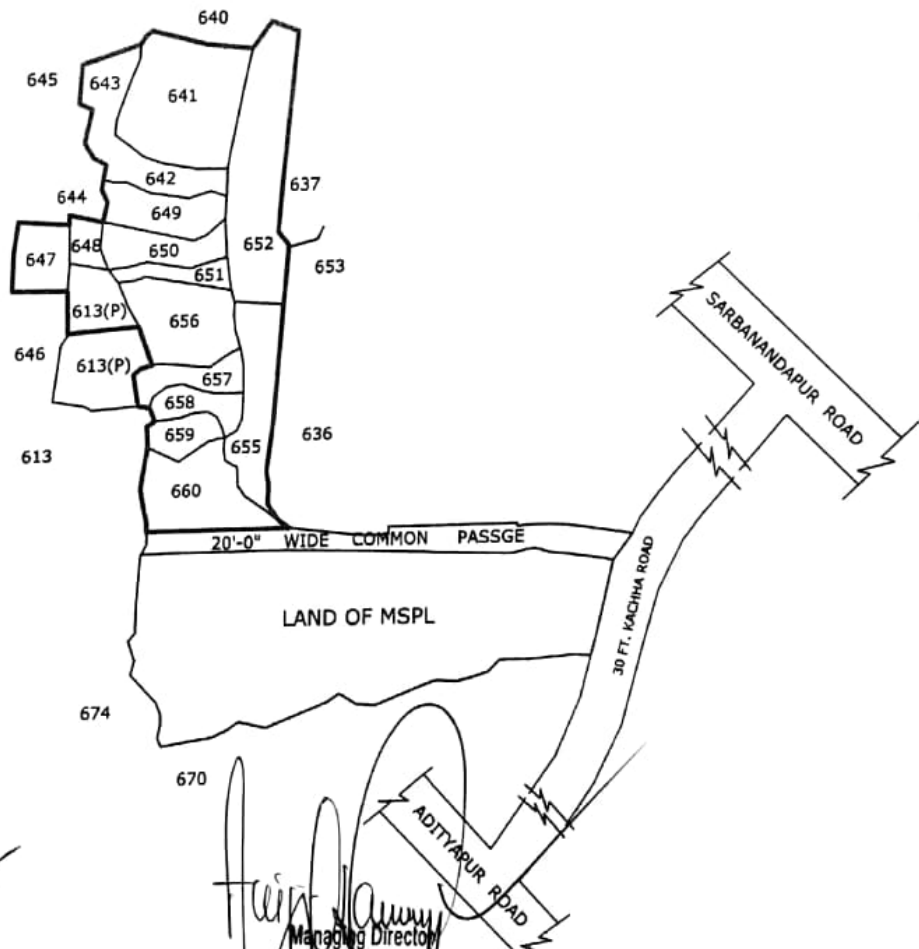
SIGNATURE OF OWNER

SITE PLAN FOR PLOT OF LAND UNDER MOUZA- SHARBANANDAPUR, J.L. NO.-31, R.S. & L.R. DAG NO.- 613(P),641,642,643,647,648,649,650,651,652,655,656(P),657,658,659 & 660 L.R. KHATIAN NO.- 940 WITHIN THE LOCAL LIMIT OF SARPALEHANA ALBANDHA GRAM PANCHAYAT, POLICE STATION.- BOLPUR, DIST.- BIRBHUM.

AREA OF LAND = 238 DECIMAL (more / less)

THE PLOT SHOWN BY RED BORDER LINE 

PROJECT : DEESHARI ABOKASH



[Signature]

Director
MEGACITY SERVICES PVT. LTD.

SIGN. OF OWNER:

[Signature]
Managing Director

MEGACITY APARTMENTS PVT. LTD.

SIGN. OF DEVELOPER:

[Signature]

DRAWN BY:
Bibhuti Bhusan Das
L.B.S. (K.M.C.) CL-I
Lic. No.-1410

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2016, Page from 93675 to 93711
being No 190302830 for the year 2016.



Digitally signed by BALARAM ADHIKARI
Date: 2016.11.25 16:14:23 +05:30
Reason: Digital Signing of Deed.

Balaram Adhikari

(Balaram Adhikari) 25/11/2016 16:14:22
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)