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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबंगा पश्चिम बंगाल WEST BENGAL

P 154010

31.7.13

Additional Distrct Sub-Registrar
Bidhannagar, Dum Dum North 24 Pgs

31 JUL 2013

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this 31st day of July, Two Thousand and Thirteen

BETWEEN

ক্রমিক নং 2145 তারিখ 19-3-2013

KALIPADA CHAKRABORTY
Advocate
Sealdah Court Compound
Bar Association
2nd Floor Room No. 23
Kolkata 700014

ফল: 1m

ফোলিও:

পিজ:

ভেন্ডার: Ranjita Paul

লাইসেন্স প্রাপ্ত স্ট্যাম্প ভেন্ডার
কাশিপুর-দমদম এ.ডি.এস. জার্ম কোর্ট

বি

ক্রেতাদের নাম - রঞ্জিতা পাল

ঠিকানা: বাজারপুর

টি ডি নং: 18 MAR 2013

নীচের টাকার হিসাব

টি.ডি. কি ক্রমে টাকা 140000

ষ্ট্যাম্প বাবদ

Identified By:-
Biswajit Sarkar
S/O, Bakaram Sarkar
43, Surya Sen Nagar
P.S.- Dum Dum
Kol-700074

Addl. District Sub-Registrar
Cossipore, Dum Dum, 24 Pgs (N)
31 JUL 2013

M/S. GREENTOUCH PROJECTS LIMITED, **(having Pan AADCG9096Q)** a Company incorporated under the Companies Act, 1956, having its registered office at Premises No. P-164/1, First Floor, C.I.T. Road, Scheme – VIIM, near Sony World, Ultadanga, Kolkata – 700 054, being represented by its Director **SRI SHYAM SUNDAR DEY** **(having Pan AHHPD9400B)**, son of Sri Swapan Kumar Dey, by faith - Hindu, by nationality – Indian, by occupation – Business, residing at Premises No. P-4, Sector – B, Sinchan Nagar, Taki Road, Barasat, Kolkata – 700 124, 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 its successors-in-office and assigns) of the **ONE PART**.

A N D

M/S. STAR ABASAN PRIVATE LIMITED **(having Pan AALCS9054J)**, a Company incorporated under the Companies Act, 1956, having its registered office at Premises No. 264B, B.B. Ganguly Street, Police Station - Bowbazar, Kolkata - 700 012 and Branch Office at Premises No. 444, Dum Dum Park (Ground floor), Police Station - Lake Town, Kolkata -700055, being represented by its Director **SRI SHYAMAL DEY** **(having Pan ADPPD7160C)**, son of Sri Bhabesh Chandra Dey, by faith - Hindu, by nationality – Indian, by occupation - Business, residing at Premises No. 152, Bangur Avenue, Block-A, Police Station - Lake Town, Kolkata -700 055, 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**.

WHEREAS by a Bengali Kobala dated 5th day of September, 1979 made between (1) Sri Binod Bihari Sengupta, (2) Sri Ajit Kumar Sengupta and (3) Sri Ranjit Kumar Sengupta therein called the Vendors of the One Part and Sri Samar Kumar Saha therein called the Purchaser of the Other Part and registered at the Cossipore Dum Dum Sub-Registration office in Book No. 1, Volume No. 120, Pages 236 to 240, Being No. 6344 for the year 1979, the said Sri Binod Bihari Sengupta and two others for the consideration therein

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mentioned granted, sold, transferred and conveyed unto the said Sri Samar Kumar Saha ALL THAT piece or parcel of Rayati Dakhali Swatya sali land hereditaments and premises containing by estimation an area of 1 (one) Bigha 10 (ten) Cottahs 10 (ten) Chittacks be the same a little more or less lying situate at Mouza – Dakshin Nimta comprised in part of Dag No. 4586, Khatian No. 1497, Jamindari Khatian No. 1496, J.L. No. 8, R.S. No. 102, Touzi No. 2163 in the District of North 24-Parganas fully described in the Schedule thereunder written absolutely and forever.

AND WHEREAS thereafter the said Sri Samar Kumar Saha mutated his name in the records of the North Dum Dum Municipality as true and lawful Owner thereof and the said Municipality assessed the said plot of land as Municipal Holding No. 124 of Janapath Sarani, Nimta under Ward No. 29.

AND WHEREAS by virtue of an Indenture dated **18.01.2007** duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. 1, Volume No. 29, Pages 83 to 94, Being No. 1003 for the year 2007, the said Sri Samar Kumar Saha indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of Rayati Dakhali Swatya sali land hereditaments and premises containing by estimation an area of 11 (eleven) Cottahs 10 (ten) Chittacks be the same a little more or less together with a tin shed structure thereon out of the said total area 1 (one) Bigha 10 (ten) Cottahs 10 (ten) Chittacks including all easement rights and appurtenances thereto being the western portion of the said Municipal Holding No. 124, Janapath Sarani more particularly mentioned described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in favour of Sri Pramod Lundia and Sri Shyamal Dey Partners of M/s. Star Shelter free from all encumbrances whatsoever.

AND WHEREAS subsequently by virtue of a Deed of Conveyance dated **26th day of September, 2012** duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. 1, CD Volume No. 23, Pages 2482 to 2498, Being No. 09876 for the year 2012, the said Sri

Additional District Magistrate
Lucknow Division, Lucknow

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Pramod Lundia and Sri Shyamal Dey, Partners of M/s. Star Shelter indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of Rayati Dakhali Swatya sali land hereditaments and premises containing by estimation an area of 11 (eleven) Cottahs 10 (ten) Chittacks be the same a little more or less together with a tin shed structure measuring 4000 Sq.ft. thereon including all easement rights and appurtenances thereto being the western portion of the said Municipal Holding No. 124, Janapath Sarani more particularly mentioned described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in favour of the Owner herein the said M/s. Greentouch Projects Limited free from all encumbrances whatsoever.

AND WHEREAS by virtue of another Indenture **dated 07.08.2007** duly registered in the office of the District Sub-Register – I, North 24-Parganas at Barasat in Book No. I, CD Volume No. 2, Pages 5547 to 5562, Being No. 03871 for the year 2007, the said Sri Samar Kumar Saha indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of Rayati Dakhali Swatya sali land hereditaments and premises containing by estimation an area of 19 (Nineteen) Cottahs be the same a little more or less together with a tin shed structure thereon out of the said total area 1 (one) Bigha 10 (ten) Cottahs 10 (ten) Chittacks including all easement rights and appurtenances thereto being the eastern portion of the said Municipal Holding No. 124, Janapath Sarani more particularly mentioned described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in favour of Sri Pramod Lundia and Sri Shyamal Dey, both Partners of M/s. Star Shelter, Sri Mahesh Agarwal, Sri Dinesh Kumar Agrawal and Sri Sajjan Agrawal free from all encumbrances whatsoever.

AND WHEREAS subsequently by virtue of a Deed of Conveyance dated **26th day of September, 2012** duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. I, CD Volume No. 23, Pages 2499 to 2514, Being No. 09877 for the year 2012, the said Sri

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Pramod Lundia and Sri Shyamal Dey, both Partners of M/s. Star Shelter, Sri Mahesh Agarwal, Sri Dinesh Kumar Agrawal and Sri Sajjan Agrawal indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of Rayati Dakhali Swatya sali land hereditaments and premises containing by estimation an area of 19 (nineteen) Cottahs be the same a little more or less together with a tin shed structure measuring 5000 Sq.ft. thereon including all easement rights and appurtenances thereto being the eastern portion of the said Municipal Holding No. 124, Janapath Sarani more particularly mentioned described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in favour of the Owner herein the said M/s. Greentouch Projects Limited free from all encumbrances whatsoever.

AND WHEREAS by virtue of the said two Deeds of Conveyance on even date the Owner herein thus became the absolute Owner and seized and possessed of and / or otherwise well and sufficiently entitled to ALL THAT piece or parcel of the said two plots of Rayati Dakhali Swatya sali land hereditaments and premises containing by estimation a total area of **30 (thirty) Cottahs 10 (ten) Chittacks** be the same a little more or less together with structure thereon including all easement rights and appurtenances thereto lying and situate at and being Municipal Holding No. 124, Janapath Sarani at Mouza – Dakshin Nimta, J.L. No. 8, R.S. No. 102, Touzi No. 2163 comprised in Dag No. 4586 appertaining to Khatian No. 1497 corresponding to Jamindari Khatian No. 1496 under the Police Station of Nimta within the limits of North Dum Dum Municipality 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'** free from all encumbrances, charges, liens, lispendens, attachments, claims and demands in any manner whatsoever.

AND WHEREAS the Owner herein being desirous of developing the said Property containing by estimation an area of **30 (thirty) Cottahs 10 (ten) Chittacks** be the same a little more or less particularly mentioned and described in the First Schedule hereunder written by constructing of a

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multistoried building thereon in accordance with the building plan to be sanctioned from the North Dum Dum Municipality was searching for a competent Developer and in this regard the Developer herein having come to know about the desire of the Owner and approached **it** for undertaking the development of the said Property and being satisfied about the title of the Owner proposed **it** to develop the said Property and every part thereof.

AND WHEREAS the Owner herein having agreed to the said proposal of the Developer herein on such terms and conditions as mentioned hereinafter.

AND WHEREAS the Parties herein agreed to raise the construction of the said proposed multistoried building having their respective allocation particularly mentioned and described in the Second Schedule and Third Schedule respectively hereunder written.

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

1. **DEFINITION** : Unless there is anything repugnant to the subject or context.

(a) **OWNER** shall mean **M/S. GREENTOUCH PROJECTS LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at Premises No. P-164/1, First Floor, C.I.T. Road, Scheme – VIIM, near Sony World, Ultadanga, Kolkata – 700 054 and its successors-in-office and assigns.

(b) **DEVELOPER** shall mean **M/S. STAR ABASAN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at Premises No. 264B, B.B. Ganguly Street, Police Station -Bowbazar, Kolkata - 700 012 and Branch Office at Premises No. 444, Dum Dum Park (Ground floor), Police Station - Lake Town, Kolkata -700055 and its successors-in-office and assigns.

(c) **TITLE DEEDS** shall mean all the Deeds referred to hereinabove in the recital portion of this Agreement.

(d) **PROPERTY** shall mean the Property morefully and particularly mentioned and described in the First Schedule hereunder written.

(e) **BUILDING** shall mean the multistoried building to be constructed in

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the said Property particularly mentioned and described in the First Schedule hereunder written.

(f) **COMMON FACILITIES AND AMENITIES** shall include corridors, hallways, stairways, ultimate roof, terrace, parapet walls, passage ways, driveways, common lavatories, pump room, submersible pump, overhead water tank, water pump, lift and motor and other facilities which may be mutually agreed by and between the Parties and required for the establishment, location, enjoyment, provisions and maintenance and/or management of the said proposed multistoried building.

(g) **SALEABLE SPACE** shall mean the space in the said proposed multistoried building available for independent use and occupation after making due provisions for common facilities and the space required therefor.

(h) **OWNER'S ALLOCATION AND CONSIDERATION** shall mean the allocation and consideration as fully and particularly set out in the Second Schedule hereunder written.

(i) **DEVELOPER'S ALLOCATION** shall mean the allocation as fully and particularly set out in the Third Schedule hereunder written.

(j) **THE ARCHITECT** shall mean such persons who may be appointed by the Developer for both designing and planning the multistoried building on the said property

(k) **BUILDING PLAN** shall mean such plan to be prepared by the Architect for the construction of the said multistoried building and also to be sanctioned by the North Dum Dum Municipality.

(l) **TRANSFEREE** shall mean a person, firm, limited company, association of persons or body of individuals to whom any space in the said multistoried building to be transferred by the Owner and / or the Developer from their respective allocation.

(m) **WORDS** importing singular shall include plural and *vice versa*.

2. **THIS AGREEMENT** shall be deemed to have commenced on and with effect from the date of its execution.

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3. **THE OWNER DECLARES AS FOLLOWS :**

(a) That the Owner **is** absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Property particularly mentioned and described in the First Schedule hereunder written.

(b) That there is no any agreement in past for developing the said property with any party.

(c) That the said Property is free from all encumbrances and the Owner has a marketable title in respect of the said Property to enter into this Development Agreement.

(d) That the said Property is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions whatsoever or howsoever.

4. **THE OWNER AND THE DEVELOPER DO AND EACH OF THEM DOTH HEREBY DECLARE AND COVENANT AS FOLLOWS :**

(a) That the Owner hereby grant exclusive right to the Developer to undertake new construction in accordance with the said proposed building plan to be sanctioned from the North Dum Dum Municipality or any other Authority.

(b) That all applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the Owner at the Developer's own costs and expenses.

(c) i) The Owner doth hereby undertake to bear all charges and expenses towards mutation **its** name in the records of the North Dum Dum Municipality and concerned B.L. & L.R. Office and sanctioned fees of the building to the North Dum Dum Municipality and other concerned authorities and also will bear the cost of making boundary walls in and around the said Property, filling of land and road, construction of Office room and godown upto the date of sanctioning of building plan including hoardings.

ii) The Owner and the Developer will bear proportionately cost and charges of advertisement for selling the flats together with the

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salesman's commission towards sale the flats and/or any other part or parts of the said proposed building including donations and/or any other subscriptions thereof proportionately.

(d) That nothing herein contained shall be construed as a demise or assignment or conveyance or as creating any right, title or interest in respect of the said Property in favour of the Developer other than an exclusive license or right to the Developer to do or refrain from doing the acts and things in terms hereof and to deal with the Developer's allocation.

(e) That in consideration of the foregoing Property the Developer has agreed to allocate to the Owner the allocation as mentioned in the Second Schedule hereunder written.

(f) The Developer shall complete the construction of the said proposed multistoried building on and upon the First Schedule property within **36 (Thirty Six) months** from the date of sanctioning of the Building Plan.

(g) That the Owner will grant to the Developer a General Power of Attorney which will be registered as may be required for the purpose of obtaining building plan or any additional plan and all necessary permission and sanction from different authorities in connection with the construction of the said proposed multistoried building and for selling out or otherwise the Developer's Allocation and also for using, pursuing and following up the matter with the North Dum Dum Municipality and other authorities.

(h) That upon completion of the proposed multistoried building (mainly of Owner's Allocation) the Developer will handover the Owner's Allocation to the Owner within the said stipulated period mentioned hereinabove as fully described in the Second Schedule hereunder written.

(i) That in so far as necessary all dealings by the Developer in respect of the said proposed multistoried building including Agreements for Sale or transfer concerning the Developer's allocation shall be in the name of the Owner for which purpose the Owner undertake to give the Developer a registered General Power of Attorney in a form and manner required by the Developer PROVIDED HOWEVER the same

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shall not create any financial liability upon the Owner in any manner whatsoever.

(j) That the Developer will at its own costs construct and complete the said proposed multistoried building at the said Property in accordance with the said proposed building plan to be sanctioned from the North Dum Dum Municipality and conforming to such specifications as are mentioned in the Fourth Schedule hereunder written and as may be recommended by the Architect from time to time appointed for the purpose and it is hereby clearly understood that the decision of the Architect regarding the quality of the materials shall be final and binding on the Parties herein.

(k) That the Developer shall install in the said new building at its own costs submersible pump, overhead tank, lift, electric wiring and installations and other facilities as are required to be provided in the said proposed multistoried building to be constructed for sale of flats, commercial spaces and car parking spaces on Ownership basis and as mutually agreed.

(l) That the Developer shall be authorised in the name of the Owner in so far as is necessary to apply for and obtain temporary and permanent connections of drainage, sewerage and/or other facilities if any required for the construction or enjoyment of the said proposed building.

(m) That the Developer will at its own costs and expenses and without creating any financial or other liability on the Owner construct and complete the said proposed multistoried building in accordance with the proposed building plan and any amendment thereto or modification thereof.

(n) That on and from the date of making over possession of the said Property the municipal rates and taxes as also other outgoings in respect of the said Property and till such time as the possession of the allocation of the Owner are made shall be borne and paid by the Developer and all outstanding dues on account of municipal rates and taxes as also other outgoings upto the date of delivery of possession of the said Property shall remain the liability of the Owner herein and will be borne and paid by the said Owner.

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(o) The Developer at or after the date of handing over the possession of the flats, shops, car parking spaces along with other allocated constructed areas to the Owner must submit to **it** a copy of the Completion Certificate (C.C.) alongwith other valid documents showing that there are no dues, no loans, no taxes, charges, financial burden or liabilities or debts etc. and litigations related to the said plots of land and / or allocated construction areas of the Owner.

(p) That the both side allocations (i.e. for the Developer and the Owner) will be demarcated immediately after sanction of the proposed Building Plan to be sanctioned from the North Dum Dum Municipality by different colours and after similar demarcation by different colours in two copies of Building plan, both copies will be singed by both sides and each party shall keep / preserve the same to avoid future disputes and differences in respect of allocations.

(q) That in consideration of the Owner having agreed to entrust giving license to the Developer to enter and to develop the said Property and construct the said proposed multistoried building thereon consisting of flats, commercial spaces and car parking spaces at its own cost and conferring on it the rights, powers, privileges and benefits mentioned herein, the Developer has agreed to allocate the Owner' Allocation as mentioned in the Second Schedule hereunder written after completion of the said proposed building and the Owner will never claim any further allocation and/or consideration in any manner whatsoever save and except only the allocation and consideration as mentioned in the Second Schedule hereunder written.

5. **IT IS FURTHER AGREED BY AND BETWEEN THE OWNER AND THE DEVELOPER AS FOLLOWS :-**

a) That on completion of the allocation of the Owner in all respects the Developer will inform the Owner in writing asking **it** to take possession of the Owner's allocation in the building as per the Second Schedule hereof and the Owner will be responsible for payment of all Municipal and Property taxes, rates, duties and other public outgoings and impositions whatsoever payable in respect of **its**

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allocation PROVIDED THAT the said rates to be apportioned pro-rata basis with reference to **its** allocation exclusively in the building if **it is** levied on the building as a whole. Provided further that the Developer shall obtain the Completion Certificate from the concerned Municipality after completion of the said building in accordance with the proposed Building plan and the Owner shall not be held liable for any act or omission in respect of the construction of the said building in violation of the building plan committed by the Developer and the Developer shall remain responsible on any act of omission in respect of the construction of the said multistoried building in violation of the sanctioned plan or any penalty which may be imposed on it by the appropriate authority.

b) That the Owner and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities and keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proeeedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default made by either of them.

c) That as and from the date of service of notice of possession the Owner will also be responsible to pay and bear the service charge for the common facilities in the proposed multistoried building payable with respect to **its** allocation, such charges are to include proportionate share of premium for the Insurance of the building, water, fire and scavenging charges and taxes, light, sanitation repair and renewal, charges for bill collection and management of the common facilities, renovation, replacement, maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment, pumps, motors and other electrical and mechanical installations, appliances and equipment, stairways, corridors, halls, passageways, gardens, parkways and other facilities whatsoever as may be mutually agreed from time to time PROVIDED THAT if any additional insurance premium costs and expenses by way of and maintenance is required to be incurred of the building by virtue of any particular use and/or in the accommodation within the

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allocation of the Owner or any part thereof the said Owner will be exclusively liable to pay and bear and reimburse such additional costs and expenses to the Developer.

d) That the Owner shall have exclusive right to transfer or otherwise disposed of its allocation in the newly constructed building as per the Second Schedule hereof and in case any amount is payable by it in respect of the service charges for the common facilities the same will be borne by the Owner or the person to whom the said allocation may be transferred.

e) That the Owner will not do any act, deed or thing whereby Developer shall be prevented from construction and completion of the said proposed multistoried building, if such things is done by the Developer as per specification of the Agreement.

f) That neither Party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance, annoyance or hazard to the other Purchasers/Occupiers of the apartments or the building.

g) That neither Party shall make any structural alteration in their respective allocation without the previous consent of the other. PROVIDED HOWEVER such alteration shall always be made with the approval of the appropriate authority as may be required for the purpose.

h) That both the Parties herein shall abide by all statutory rules and regulations, bye-laws etc. as the case may be and shall be responsible for any deviation, violation and / or breach of any of the said laws, bye-laws, rules and regulations.

i) That the respective allottees shall keep at all times the interior walls, boundary walls, sewers, drains, pipes and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in perfect working condition and repair so as not to cause any damage to the building or any other space or accommodation therein and shall keep either of them and/or the occupiers of the building indemnified from and against the consequences of any breach arising therefrom.

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j) That neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said proposed multistoried building harmless and indemnified from and against the consequences of any breach.

k) That the articles of display or otherwise shall not be kept by either parties in the corridors or other places of common use in the building
so as to cause hindrance in any manner in the free movement of users in the corridors and other places of common use in the building.

l) That neither party shall throw or accumulate any 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 or portions of the building.

m) That the Owner will permit the Developer and its servants and agents with or without workmen and others at all reasonable times to enter into and upon the allocation of the Owner and every part thereof for the purpose of repairing, maintaining, re-building, cleaning, lightening and testing drains, gas and water pipes and electric wires and for any similar purpose

6. **THE OWNER DOTH HEREBY AGREE AND COVENANT WITH THE DEVELOPER AS FOLLOWS :**

a) Not to cause any interference or hindrance in the construction of the said building at the said Property by the Developer.

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

c) Telephone Towers, hoardings etc. if installed on the roof of the building must be in conformity with the load bearing capacity of the building and that point must be taken into consideration at the time of design. installation of such towers, hoardings etc. must not in any way endanger safety of the building, superstructure and roof in particular.

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7. **THE DEVELOPER DOTH HEREBY AGREE AND COVENANT WITH THE OWNER AS FOLLOWS :**

a) To complete the construction of the building within **36 (Thirty Six) months** from the date of sanction of the proposed building Plan as mentioned hereinabove.

b) Not to violate or contravene any of the provisions or rules applicable to the construction of the said multistoried building.

c) Not to do any act, deed or thing whereby the Owner **is** prevented from enjoying, selling, assigning and/or disposing of any part of the **its** allocation in the said proposed building at the said Property.

d) Not to part with possession of the Developer's allocation or any portion thereof unless possession of the allocation of the Owner **is** delivered to the said Owner PROVIDED HOWEVER it will not prevent the Developer from entering into any Agreement for Sale or Transfer or to deal with the Developer's allocation.

e) To keep the Owner indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in relation to the construction of the said building.

f) To keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer actions with regard to the Development of the said Property and/or in the matter of construction of the said multistoried building and/or for any defect therein.

g) The Developer at or after the date of handing over the flats, car parking spaces along with other allocated constructed areas to the Owner must submit to **it** a copy of the Completion Certificate (C.C) along with other valid documents showing that there are no dues, no loans, no taxes charges, financial burden or liabilities or debts etc. and litigations related to the said property and / or allocated constructed areas of the Owner.

h) By dint of the Power of Attorney the Developer will not have any right to sell the allocated portions of flats, car parking spaces and other constructed areas which belongs to the Owner according to the Development Agreement.

i) The Developer must also continuously keep the Owner appraised of

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and aware of the progress of the construction of that building at every stage of the work and this process will continue till the completion of the said building.

j) The Developer must remain liable for the followings :-

i) Any structural defects or any constructional defects.

ii) For using inferior quality of construction materials, interior fittings and interior external fittings of the said building.

iii) For bad and poor workmanship.

k) During the progress of construction the Developer and the Owner both have the right to take consideration money / earnest money partially or in full from the intending Purchasers with valid receipt and this selling will be done from their respective allocations.

8. **MUTUAL COVENANTS AND INDEMNITIES :**

a) The Owner hereby undertake that the Developer shall be entitled to the said construction and will enjoy its allocated space without any interference or disturbance provided the Developer performs and fulfills all the terms and conditions herein contained and/or on its part to be observed and performed.

b) The Owner and the Developer hereby declare that they have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a Partnership between them or as a Joint Venture in any manner nor shall the Parties hereto constitute an Association of persons.

c) The Owner will do or execute or cause to be done or executed all such further deeds, matters and things nor herein specified as may be required to be done by the Developer and for which the Developer may need the authority of the Owner, including any such additional Power of Attorney and/or authorization as may be required for the purpose PROVIDED THAT all such acts, deeds, matters and things shall not in any way infringe on the rights of the Owner and/or go against the spirit of these presents.

d) The Owner will not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's allocation which shall be the liability of the Developer who shall keep the Owner indemnified

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against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

e) The Developer and the Owner shall mutually frame Scheme for the Management and Administration of the said building and/or common parts thereof and agree to abide by all the Rules and Regulations to be framed by any Society/ Association and/or any other Organisation who will be in charge of such management of the affairs of the said building and/or common parts thereof.

f) Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said Property or any part thereof to the Developer by the Owner or as creating any right, title or interest in respect thereof in favour of the Developer other than an exclusive license in favour of the Developer to do the acts and things expressly provided herein as also in the Power of Attorney to be given for the purpose PROVIDED HOWEVER the Developer be entitled to raise fund from any Bank or Banks without creating any financial liability on the Owner and for that purpose the Developer shall keep the Owner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

g) As and from the date of completion of the building the Developer and/or its transferees and the Owner and/or **its** transferees 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.

h) The Owner will deliver or cause to be delivered to the Developer the xerox copies of the Title Deeds and other original relevant papers relating to the said Property with the execution of these presents and the Owner shall be bound to give inspection thereof to the Developer and/or to the intending Purchasers for the sale or otherwise of the Developer's allocation.

9. **THE OWNER AND THE DEVELOPER FURTHER MUTUALLY COVENANTS EACH OTHER**

a) That the Owner's Allocation and the Developer's Allocation will be demarcated after sanctioning of the building plan from the North Dum

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Dum Municipality and / or any other authority.

b) That the Developer will be entitled to appoint any **Marketing Agent** for selling out the said building and the advertising cost towards sale of the said building will be borne and paid by the Owner herein.

10. **LIQUIDATED DAMAGES AND PENALTY :**

a) The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the Force Majeure conditions i.e. flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act or commission beyond the control of the Parties herein.

b) In the event of the Owner committing breach or any of the terms and conditions herein contained or delaying in delivery of possession of the said Property then and on that event the Owner will be liable to pay such losses and compensation as shall be determined by the Arbitrators so appointed, provided however if such delay shall continue for a period of **6 (six) months** from the date of execution of this Agreement then and in that event the Developer shall be entitled to sue the Owner for Specific Performance of this Agreement or to rescind this Agreement and claim refund of all the money paid and/or incurred by the Developer and such losses and damages which the Developer may suffer.

c) In the event the Developer fails and/or neglects to start the construction of the said proposed building within due time then the Developer will pay damages to the Owner in accordance with law and if the Developer abandons the construction work at any stage then and on that event this Agreement shall stand cancelled and the Developer shall remain liable to pay compensation to the Owner.

d) In the event of the Developer is prevented from proceeding with the construction work during the continuance of such construction or prevented from starting the construction by any act on the part of the Owner or Owner's agents, servants, representatives or any person claiming any right under the Owner then and in that case the Developer will have the right to claim refund of all sums paid by the

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Developer to the Owner in the meantime togetherwith interest at the rate of prevailing Bank interest per annum and will also be entitled to claim damages and losses which the Developer may suffer but the Developer right to sue for Specific Performance of Contract shall remain unaffected.

10. The right to sue for Specific Performance of this contract by One Party against the Other as per the terms of this Agreement shall remain unaffected.

11. JURISDICTION

All Courts within the limits of North 24 Parganas shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the Parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of a plot of Rayati Dakhali Swatya sali land hereditaments and premises containing by estimation a total area of **30 (thirty) Cottahs 10 (ten) Chittacks** be the same a little more or less together with a tin shed structure measuring 1000 Sq.ft. thereon including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 124, Janapath Sarani at Mouza - Dakshin Nimta, J.L. No. 8, R.S. No. 102, Touzi No. 2163 comprised in Dag No. 4586 appertaining to Khatian No. 1497 corresponding to Jamindari Khatian No. 1496 under the Police Station of Nimta within the limits of North Dum Dum Municipality in Ward No. 29, Additioinal District Sub-Registration office at Cossipore Dum Dum in the District of North 24-Parganas and which is butted and bounded in the manner as follows :

ON THE NORTH	:	By Delhi Road.
ON THE SOUTH	:	By Mouza – Matkal and Dag No. 4587 of Dakshin Nimta.
ON THE EAST	:	By Dag No. 4588
ON THE WEST	:	By Dag No. 4583.

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THE SECOND SCHEDULE ABOVE REFERRED TO
[OWNER'S ALLOCATION AND CONSIDERATION]

ALL THAT piece or parcel of **40%** share or interest of the constructed area of the proposed building together with undivided impartible proportionate share of the land underneath including all other common service areas, amenities and facilities to be appended in an around the said proposed multistoried building

A N D

The Developer will pay the sum of **Rs. 51,000/- (Rupees Fifty One Thousand)** only to the Owner as **forfeiture** money at the time of execution of this Development Agreement mentioned in the Memo of Consideration given hereunder.

THE THIRD SCHEDULE ABOVE REFERRED TO
[DEVELOPER'S ALLOCATION]

ALL THAT piece or parcel of remaining **60%** share or interest of the constructed area of the proposed building together with undivided impartible proportionate share of the land underneath including all other common service areas, amenities and facilities to be appended in an around the said proposed multistoried building

THE FOURTH SCHEDULE ABOVE REFERRED TO :
SPECIFICATION OF THE BUILDING
FOUNDATION AND SUPER STRUCTURE

Reinforced concrete foundation and R.C.C. framed structure with R.C.C. slab as per the engineering specifications and drawings with M20 and M15 grade of concrete.

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MASONARY BRICK WORK

Providing and laying 200 mm thick brick work in C.M. 1:6 with well burnt, best quality locally available bricks in perfect line, level and plumb as per design in perfect line below the tie beam, floor beam or other specified locations of buildings.

125 or 75 mm thick brick works : Providing and laying 125mm or 75 mm thick full brick partition wall in C.M. 1:6 with well burnt, best quality locally available bricks in perfect line, level and plumb as per design in perfect line & level including racking of joint.

PLASTERING WORK

Internal Plaster : providing and applying to interior to interior wall surfaces, plain faced 12 mm thick cement plaster in C.M. 1:6 in one coat.

Interior ceiling and beam : 5 mm thick rendering in C.M. 1:3 over so fits of RCC slabs landings, waist slabs, roof etc. at all level.

External walls – Providing and applying to interior to interior wall surfaces, plain faced 12 mm to 19 mm cement plaster in C.M. 1:4 in one coat.

WALL FININSHES

Interior walls – Plaster of Paris.

Exterior walls – combination of cladding and high quality water proof cement / textured paint.

FLOORING

Master Bed room – Vitrified tiles of 595 x 595 x 10 mm size.

Other Bed rooms & Living / Dining – Vitrified Tiles 595 x 595 x 10 size.

Kitchen :

Anti skid Ceramic tiles of 300 x 300 mm size.

Granite platform with Stainless steel sink.

Walls – Dado of ceramic tiles (300x200) mm sizes upto 2 ft. above the counter / platform

Electric point for Refrigerator, Aqua guard & Exhaust fan.

Toilet :

Toilet – 300 x 300mm roughed sand paper finished ceramic floor tiles (non skid) rectified / confirming to fixed with cement mortar as specified.

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Toilet Walls – Standard Ceramic tiles (300 x 200) mm on the walls upto door height.

PLUMBING AND SANITARY WORKS

Over Head Water Tank with Accessories

110 mm dia UPVC Waste Pipes

110 mm dia UPVC Soil Pipes

Rain Water spout.

Sanitary ware of Parryware / Hindware or equivalent make.

CP fittings of ESSCO or Equivalent make

Electrical point for Geyser & Exhaust Fan.

Plumbing provision for Hot / Cold Water line.

DOORS / WINDOWS

Door Frame – made of seasoned and treated wood.

Main Door – 32mm thick single leaf solid core flush door with enamel painted solid flushed, termite and waterproof doors.

Main Door Fittings – Godrej night latch and Eye piece.

Internal Doors – 32 mm thick single leaf solid core flush door with enamel painted solid flushed, termite and water proof doors.

Windows – fully glazed sliding aluminium windows with integrated grills.

ELECTRICALS

AC point in Master Bedroom

Necessary electrical points / switch boards in all Bed rooms, Liv./Din. Kitchen, Toilets.

TV and Telephone point in Master Bedroom and Living and Dining.

Concealed wiring with central MCB of reputed brands.

Common Lighting.

Overhead illumination for compound and street lighting.

Necessary illumination in all lobbies, staircases & common areas.

LIFT, STAIR & LOBBY

Lift – 5 persons (OTIS / KONE /LT ELIVATOR or equivalent make)

Entrance Gr. Floor lobby – combination of marble, granite & kota stone.

SEAL OF THE ADDITIONAL DISTRICT AND SESSIONS JUDGE

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Water Management

24 Hours water supply from captive and deep tube wells with iron removers filter plant with overhead water reservoir.

G A T E S

M.S. Gate as specified in drawings.

SEPTIC TANKS

20 mm thick brick work or 125 mm R.C.C. wall as per the engineering specifications and drawings.

INTERNAL DRAINAGE SYSTEMS

150 mm or more dia S.W. pipes as per the engineering specifications and drawings.

INTERNAL ROADS AND PAVEMENTS

All the internal roads and open spaces shall be rolled with 03-06 tons of roller and surface treatment shall be with cement tiles of 75mm thick.

UNDERGROUND WATER RESERVOIR

250 mm thick brick work or 125mm R.C.C. wall as per the engineering specifications and drawings.

COMMON SERVICE SPACES

Electric meter room, pump room, security room, lift machine, staircase room as per the engineering drawings etc.

TERRACE

Terrace shall be treated with good quality cement tiles with proper water proofing treatment.

ROOF TREATMENT

Waterprdofing as per the engineering specifications and drawing.

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IN WITNESS WHEREOF the Parties hereto 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. Kalipada Charan Advocate

2. Pawan Verma.

GREENTOUCH PROJECTS LTD.
Shyam Sundar Dey.
Director

Signature of the Owner

SIGNED, SEALED AND DELIVERED
by the DEVELOPER at Kolkata
in the presence of : -

1. Kalipada Charan Advocate

2. Pawan Verma.

Shyamal Dey
Director

Signature of the Developer

SEAL OF THE ADDITIONAL DISTRICT AND SESSIONS JUDGE

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RECEIPT

RECEIVED of and from the within named Developer within mentioned sum of **Rs. 51,000/- (Rupees Fifty One Thousand)** only as a **forfeiture** money under this Agreement as per Memo below :

MEMO OF CONSIDERATION

By Cash ..... **Rs. 51,000/-**

(Rupees Fifty One Thousand Only)

WITNESSES :

1. Kalipada Charan Advocate

2. Pawan Verma 32A, D.D. Park Kol-55

GREENTOUCH PROJECTS LTD.

Signature of the Owner

Drafted by : -

(Kalipada Charan)
Advocate.
Bar Association,
Sealdah Court Complex,
2nd Floor, Room No. 201,
Kolkata – 700 014.

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	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

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left hand					
right hand					

PHOTO

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left hand					
right hand					

PHOTO

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left hand					
right hand					

SEAL OF THE ADDITIONAL DISTRICT SUB-REGISTRAR, [illegible]

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Government of West Bengal
Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. COSSIPORE DUMDUM, District- North 24-Parganas
Signature / LTI Sheet of Serial No. 09861 / 2013, Deed No. (Book - I , 09001/2013)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Shyam Sundar Dey P 4, Sinchan Nagar, Taki Road , Barasat, Sec - B, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700124	 31/07/2013	 LTI 31/07/2013	Shyam Sundar Dey 31/07/2013

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Shyam Sundar Dey Address -P 4, Sinchan Nagar, Taki Road , Barasat, Sec - B, Kolkata, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700124	Self	 31/07/2013	 LTI 31/07/2013	Shyam Sundar Dey
2	Shyamal Dey Address -Bl - A, 152, Bangur Avenue, Kolkata, Thana:-Lake Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700055	Self	 31/07/2013	 LTI 31/07/2013	Shyamal Dey

Name of Identifier of above Person(s)
Biswajit Sarkar
143, Surya Sen Nagar, Kolkata, Thana:-Dum Dum, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700074

Signature of Identifier with Date
Biswajit Sarkar
31/07/2013

(Utpal Kumar Basu)
A. D. S. R. COSSIPORE DUMDUM
Office of the A.D.S.R. COSSIPORE DUMDUM

Government Of West Bengal
Office Of the A.D.S.R. COSSIPORE DUMDUM
District:-North 24-Parganas

Endorsement For Deed Number : I - 09001 of 2013

(Serial No. 09861 of 2013 and Query No. 1506L000017000 of 2013)

On 31/07/2013

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 : 4, 5(f), 53 of Indian Stamp Act 1899. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

Payment of Fees:

Amount By Cash

Rs. 571.00/-, on 31/07/2013

(Under Article : B = 550/- ,E = 21/- on 31/07/2013)

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.-1,67,03,016/-

Certified that the required stamp duty of this document is Rs.- 40021 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 40000/- is paid , by the draft number 289593, Draft Date 29/07/2013, Bank : State Bank of India, NORTHERN AVENUE, received on 31/07/2013

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

Presented for registration at 11.27 hrs on :31/07/2013, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Shyam Sundar Dey ,Executant.

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

Execution is admitted on 31/07/2013 by

1. Shyam Sundar Dey
   Director, M /s Green Tough Projects Limited, Pan - Aadcg9096q P - 164/1, 1st Floor , Cit Road, Scheme - V11 M Ultadanga, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700054.
   , By Profession : Business

2. Shyamal Dey
   Director, M /s Star Abasan Pvt Ltd, Pan - Aalcs9054j, 264 B, Bipin Bihari Ganguly Street, Kolkata, Thana:-Bowbazar, District:-Kolkata, WEST BENGAL, India, Pin :-700012.
   , By Profession : Business

Identified By Biswajit Sarkar, son of B.Sarkar, 143, Surya Sen Nagar, Kolkata, Thana:-Dum Dum, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700074, By Caste: Hindu, By Profession: Others.

(Utpal Kumar Basu)
A. D. S. R. COSSIPORE DUMDUM

Government Of West Bengal

Office Of the A.D.S.R. COSSIPORE DUMDUM

District:-North 24-Parganas

Endorsement For Deed Number : I - 09001 of 2013

(Serial No. 09861 of 2013 and Query No. 1506L000017000 of 2013)

(Utpal Kumar Basu)
A. D. S. R. COSSIPORE DUMDUM

(Utpal Kumar Basu)

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 21
Page from 4842 to 4872
being No 09001 for the year 2013.

(Utpal Kumar Basu) 01-August-2013
A. D. S. R. COSSIPORE DUMDUM
Office of the A.D.S.R. COSSIPORE DUMDUM
West Bengal