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Certified that the document is admitted for registration. The Signature sheet and the B 232191 endorsement sheets attached with this document are the part of this document

Adl. District Sub-Registrar
Sonarpur, South 24 Parganas

V.E no:-1089/14
Q.No:-20021/14

DEVELOPEMENT AGREEMENT

THIS AGREEMENT is made on the 9th day of July, 2014 (Two Thousand Fourteen) BETWEEN SRI BASUDEB BHA. TACHARJEE son of- Late Amulya Charan Bhattacharjee, by faith- Hindu, by occupation- Retired Person, by nationality- Indian, residing at- Balia, Model Town, P.O.- Garia, P.S.- Sonarpur, Kolkata- 700084, hereinafter referred to as the LANDOWNER (which term or expressions shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, legal representatives, administrators and/or assigns) of the ONE PART.

Adl. Dist Sub-Registrar
Sonarpur, South 24 Pgs.
16 SEP 2014

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নাম _____
বিতান _____
ফ্লোর _____
পত্নী: স্ট্যান্ডিং ডেপুটি সর্কার্স সেব
সোনারপুর, এ. ডি. এস. স্টোর, ৩
কোলকাতা - ৭৫০

DEEPA BHATTACHARYA
Advocate
High Court, Calcutta



Bhattacharya



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GANGULY HOME SEARCH PRIVATE LIMITED

[Signature]

DIRECTOR

Addl. Dist Sub-Registrar
Sonarpore, South 24 Parg.
16 SEP 2014

Identified by me;

Dibakar Bhattacharya

Advocate

High Court, Calcutta

AND

GANGULY HOME SEARCH PRIVATE LIMITED a Company incorporated under the Companies Act, 1956, and having its registered Office at- 167, Garia Station Road, P.S.- Sonarpur, Kolkata- 700084 and represented by its Director **SRI AMIT GANGULY** son of- Sri Ranjit Ganguly, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at- 174, Garia Station Road, (near Garia Baroda Prasad High School), Police Station- Sonarpur, Kolkata-700084, herein referred to as the '**DEVELOPER**' (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors in office nominee or nominees and/or assigns) of the **OTHER PART**

WHEREAS the **LANDOWNER** herein is now the owner and seized and possessed of **ALL THAT** land measuring an area of about 5 (five) cottahs 10 (ten) chittacks 0 (zero) sq. ft. be the same a little more or less with a brick built pucca structure standing thereon and the said land has been more fully and particularly described in the First Schedule hereunder written.

AND WHEREAS one Ram Chandra Sardar was the owner of the land measuring about 453 decimal in R.S. Dag No. 3290, Mouza- Barhans Fartabad and after his demise in the year 1943 his 2 (two) sons namely Nani Gopal Sardar and Hiralal Sardar jointly inherited the said land and in the Revisional Settlement Record-of-Rights (Parcha) the name of Nani Gopal Sardar has been published in respect of the land measuring about 227 decimal in R.S. Dag No. 3290, R.S. Khatian No. 1501 and the name of



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Secapôre, South-24-Parg.
16 SEP 2014

Hiralal Sardar has been published in respect of the land measuring about 226 decimal in R.S. Dag No. 3290, R.S. Khatian No. 1504;

AND WHEREAS on 02.03.1964 Nani Gopal Sardar and Hiralal Sardar sold the land measuring about 70 decimal (i.e. each of them sold the land measuring about 35.5 decimal) in R.S. Dag No. 3290 to Sayaram Bose by virtue of 2(two) Sale Deeds registered before Sub. Registrar, Baruipur Being Nos. 1464 and 1467 for the year 1964 and to look after and to initiate sale proceedings in respect of his said purchased land Sayaram Bose executed a registered General Power of Attorney in favour of Hiren Mitra, son of- Jitendra Krishna Mitra;

AND WHEREAS on 09.05.1964 Sayaram Bose through his Lawful Constituted Attorney Hiren Mitra sold the land measuring about 5 cottahs 10 chittacks 0 sq. ft. in R.S. Dag No. 3290 from his said total purchased land to Basudeb Bhattacharjee (the Landowner herein) by virtue of a Sale Deed registered before District Registrar, Baruipur and recorded in Book No. I, Being No. 1697 for the year 1964 and after purchasing the said land Basudeb Bhattacharjee (the Landowner herein) mutated his name in the Assessment Records of Rajpur Sonarpur Municipality and also constructed a brick-built house thereon and at present the Landowner herein has been enjoying the said land without any interruption from anyone;

AND WHEREAS the Landowner being desirous of construction of new multi-storied building on the said premises have approached the Developer herein and the Developer has agreed to develop the said First Schedule premises on the following terms and conditions as stated hereinafter.



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Sonarpore, South 24 Pgs.
16 SEP 2014

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

ARTICLE - I - DEFINITION

In this Developers Agreement unless it be contrary or repugnant to the context the following words shall have the following meaning:-

- 1.1 **LANDOWNER** : Shall mean **SRI BASUDEB BHATTACHARJEE** son of- Late Amulya Charan Bhattacharjee, by faith- Hindu, by occupation- Retired Person, by nationality- Indian, residing at- Balia, Model Town, P.O.- Garia, P.S.- Sonarpur, Kolkata- 700084.
- 1.2 **DEVELOPER**: shall mean **GANGULY HOME SEARCH PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956, having its registered Office at- 167, Garia Station Road, P.S.- Sonarpur, Kolkata- 700084 and represented by its Director **SRI AMIT GANGULY** son of- Sri Ranjit Ganguly, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at- 174, Garia Station Road, (near Garia Baroda Prasad High School), Police Station- Sonarpur, Kolkata-700084.
- 1.3 **SAID PREMISES** shall mean the land total measuring an area of about **5 (five) cottahs 10 (ten) chittacks 0 (zero) sq. ft.** be the same a little more or less with a brick built pucca structure standing thereon, more fully and particularly described in the **FIRST SCHEDULE** hereunder written.
- 1.4 **NEW BUILDING** shall mean the new building to be constructed on the said premises with the maximum floor area Ratio (FAR) available or permissible under the Rajpur Sonarpur Municipality New Building Rules and Regulations



Add. Dir Sub-Registrar
Sonarpore, South 24 Parg.
16 SEP 2014

and for the time being prevailing as per the plan to be sanctioned by the Rajpur Sonarpur Municipality Building Department.

- 1.5 **UNIT/FLATS** shall mean the constructed area and/or spaces in the building or buildings intended to be built and/or constructed area capable of being occupied and enjoyed independently at the building or buildings to be constructed at the said premises.
- 1.6 **SUPER BUILT-UP AREA** shall mean the total constructed area which will include corridors, staircases, passage gateway, walls, water tanks, lobby reservoirs, pump room, meter room, caretaker room together of the walls and such other areas used for accommodating common services to the New Building or Buildings to be constructed at the said premises.
- 1.7 **THE PLAN**: shall mean and include the plan or plans, revised plans, elevations, designs, drawings and specifications of the New Building or Buildings as shall be sanctioned by the Rajpur Sonarpur Municipality, Building Department in accordance with law.
- 1.8 **LANDOWNER'S ALLOCATION** shall mean and include 50% of the total built up area in respect of the Flats and car-parking spaces as per the Building plan or plans to be sanctioned by the Rajpur Sonarpur Municipality, Building Department for the proposed construction at the said First Schedule premises together with roof and the common facilities to be allocated to the Landowner which shall absolutely belong to the Developer



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Adl. Dist Sub-Registrar.
Senjappore, South 24 Parg.
16 SEP 2014

and the Landowner jointly in proportion to their sharing ratios as per the Building plan or plans to be sanctioned by the Rajpur Sonarpur Municipality, Building Department for the proposed construction at the said First Schedule premises. Moreover, the Landowner will get a total amount of **Rs. 13,00,001/- (Rupees Thirteen Lakh and One)** only from the Developer on the date of signing and registration of this Agreement and which the Landowner hereby admits by signing the Memo of Receipt hereunder written and out of which Rs. 10,00,000/- as interest free refundable advance amount and rest Rs. 3,00,001/- as forfeited amount. The afore-stated Landowner's allocations have been morefully and particularly described in the **SECOND SCHEDULE** hereunder written.

1.9 **DEVELOPER'S ALLOCATION**: shall mean and include the **remaining 50%** built up area of Flats and car-parking spaces as per the Building sanctioned Plan for the new building or buildings together with roof and the common facilities which shall absolutely belongs to the Developer after providing for the Landowner's Allocation to the Landowner as aforesaid under this Developers Agreement, morefully and particularly described in **THIRD SCHEDULE** hereunder written.

1.10 **COMMON EASEMENT** shall mean the easements and quasi easements rights privileges space for the reasonable enjoyment and occupation of such units and shall also include the reciprocal easement quasi easements, obligations and duties of like nature of the other units in the said



Adl. Dlt. Sub-Registrar,
Sonarpur, South, 24 P.W.
16 SEP 2014

buildings or building in or upon such unit or on part thereof, morefully and particularly described in the **FIFTH SCHEDULE** hereunder written.

- 1.11 **COMMON EXPENSES** shall mean the proportionate share of the costs, charges and expenses for working maintenances, upkeepment, repairs and replacement of the common amenities, common easement common conveniences including the proportionate share of the Rajpur Sonarpur Municipality Tax, property tax and other statutory taxes and impositions levied in relation to or connected with the said building, buildings and the said premises and land so long separate apportionment is not made in respect of the respective buyer, and/or occupier morefully and particularly described in the **SIXTH SCHEDULE** hereunder written.
- 1.12 **TAX LIABILITIES**: The Landowner shall liable to pay the arrear dues to Rajpur Sonarpur Municipality & other statutory tax liability in respect of selling the flats and car parking spaces under Landowner Allocation.
- 1.13 **TRANSFER**: with its grammatical variations shall include transfer by ~~possession and by~~ any other means adopted for affecting what is understood as a transfer for space in a multi-storied building to purchaser thereof although the same may not amount to a transfer in law.
- 1.14 **TRANSFeree** - shall mean a person, persons firm limited company, Association of persons to whom any space and/or unit in the building or buildings to be constructed at the said premises has been transferred.



Addl. Dist Sub-Registrar
Sonamore, South 24 Parg.
16 SEP 2014

- 1.15 Words importing singular shall include plural and vice versa.
- 1.16 Words importing masculine gender shall include feminine and neuter gender and vice versa.

ARTICLE - II - COMMENCEMENT

THIS DEVELOPERS AGREEMENT shall be deemed to have been commenced on and with effect from the date of this execution.

ARTICLE - III

LANDOWNER'S RIGHTS & REPRESENTATIONS

- 3.1 The Landowner is absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the entirety of the said premises morefully particularly described in the **FIRST SCHEDULE** hereunder written,
- 3.2 Except the Landowner and his legal heirs and successors, no other person or persons have any claim or interest and/or demand over and in respect of the said premises and/or any portion thereof.
- 3.3 The Landowner is fully competent to enter into this Developers Agreement.
- 3.4 The said premises is free from all encumbrances, charges liens, lispendences, attachment, trusts, acquisition, requisitions whatsoever or howsoever.
- 3.5 There is no Thika Tenants in the said premises.
- 3.6 There is no Temple, Mosque, debottor or burial ground on the said premises.



Add. Dist Sub-Registrar
Sonarpore, South 24 Parg.
16 SEP 2014

- 3.7 There is no excesses vacant land at the said premises with the meaning of the West Bengal Urban Land (Ceiling and Regulations) Act, 1976 and subsequent Amendment thereto.

ARTICLE- IV

(DEVELOPER'S RIGHT)

- 4.1 The Landowner hereby grants subjects to what have herein been provided, an exclusive right to the Developer to build upon and to commercially exploit the said premises and construct the New Building or Building on the said premises in accordance with the Building plan or plans to be sanctioned by the Rajpur Sonarpur Municipality, Building Department.
- 4.2 All application, Building plans and others papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be sign by the Landowner and submitted by the Developer on behalf of the Landowner at Developer's own costs and expenses for sanction of the Building plan. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the Rajpur Sonarpur Municipality and other authorities shall be borne and met by the Developer **PROVIDED HOWEVER** that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposit made by the Developer in connection therewith.



Addl. Dist Sub-Registrar
Seborga, South-24 Parg.
16 SEP 2014

ARTICLE -V-TITLE DEEDS

5. Simultaneously with the delivery of possession of the said premises to the Developer the Landowner shall also deliver to the Developer all the Xerox copies of the documents of title in his possession relating to the said premises which the Developer shall be entitled to keep until all acts, deeds and things hereunder are done by the Landowner and the Landowner shall produce the original copies of the same before the appropriate authority as and when required by the Developer and/or its nominee or nominees being the purchaser of the several residential flats/constructed spaces forming part of the Developers Allocation and also for sanctioning plan from the Rajpur Sonarpur Municipality and for smooth running of the construction work of the proposed building.

ARTICLE -VI-CONSIDERATION

- 6.1 In consideration of the Landowner allowing the Developer to commercially exploit the said premises, the Developer shall allocate the Landowner's allocation as stated earlier in Article-1, Para 1.8 of this instant Agreement and, which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written.

ARTICLE -VII-PROCEDURE

- 7.1 The Landowner will execute a registered General Power of Attorney in favour of the Developer for the purpose of obtaining necessary permission and/sanction from different



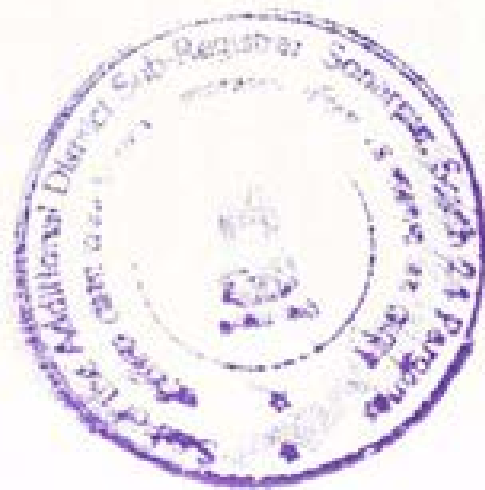
Addl. Dist Sub-Registrar,
Senaripore, South 24 Parganas.
16 SEP 2014

authorities in connection with the development of the said First Schedule premises and also for pursuing up the matter with the Rajpur Sonarpur Municipality and other statutory authorities.

- 7.2 In the event of the sad demise of the Landowner herein during the period of construction the benefit of this Agreement will accrue upon his 2 (two) sons namely Goutam Bhattacharjee and Jayanta Bhattacharjee and they will enjoy the same ratio of the Landowners allocation as mentioned in this Agreement and in the said event they will also execute Development Agreement and General Power of Attorney with the Developer herein for smooth running of the construction work.

ARTICLE -VIII SPACE ALLOCATION

- 8.1 Upon finalisation of the Building Plan for construction of the New building or buildings at the said premises, the Landowner and Developer will choose flats, to comprise in the Landowner's allocation as stated hereinabove which shall be as per the **SECOND SCHEDULE** hereunder written and the balance of the constructed area shall belong to the share of the Developer in consideration of its having constructed the said new Building or Buildings at the said premises at his own costs and expenses. Be it further clearly mentioned that the choice of the Landowner's Allocation (after refund of the above-mentioned Rs. 10,00,000/-) will be 50% at the choice of the Landowner and rest 50% at the choice of the Developer and this choices should be in a reciprocal manner, which will be specified by the Landowner and the Developer by a Supplementary Agreement



Adl. Dist Sub-Registrar
Singapore, South 24 Police Division
16 SEP 2014

executed between them within 30 days of obtaining sanction plan from Rajpur Sonarpur Municipality in respect of the First Schedule premises.

- 8.2 The Developer shall on completion of the New Building or Buildings, put the Landowner in undisputed possession of the Land Owner's allocation together with all rights in common in the portions and common amenities and facilities along with all easement and quasi easements rights within 36 (thirty six) months from the sanction of the building plan and starting of construction work - whichever is later on the First Schedule premises.
- 8.3 Subject as aforesaid, the common portion of the said New Building or Buildings and the open spaces including the roof shall jointly belong to the Developer and the Landowner in proportion to their sharing ratios.
- 8.4 The Land Owner's shall be entitled to an exclusive right to transfer or otherwise deal with his allocations in the new Building or buildings at his own choice.
- 8.5 The Developer shall subject to the provisions herein contained be exclusively entitled to the Developer's Allocation in the New Building or buildings with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest whatsoever therein of the owner's and the owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation subject to the delivery of the peaceful possession of the Landowner Allocation to the Landowner.



Adl. Dist Sub-Registrar
Senarpore, South 24 P.W.D.
16 SEP 2014

- 8.6 Similarly the Landowner's shall be entitled to transfer or otherwise deal with or dispose of the Landowner's allocation without any interference from the Developer.

ARTICLE- IX - BUILDING

- 9.1 The Developer shall at its own costs, construct, erect and complete the entire building or buildings in all respect at the said premises in accordance with the Building Plan with good and standard quality materials as may be specified by the Architects from time to time. However, the Developer shall be obliged at its own costs, to construct, erect and complete the portion of the Land Owner's allocation in the New Building or Buildings at the said premises with good and standard materials as specified in the **FOURTH SCHEDULE** hereunder written.
- 9.2 The Landowner and his authorised persons shall be entitled to inspect the work of construction of his allocation during the construction of the said proposed new building or buildings of the said premises.
- 9.3 The quality of the materials to be used by the Developer in construction of the New Building or buildings shall be certified by the Architect from time to time and unless the same is certified the Developer would not use the said materials.
- 9.4 Subject as aforesaid the decision of the Developer regarding the quality of the materials and the specification as stated in the **FOURTH SCHEDULE** hereunder shall be final and binding upon the parties hereto.



Add. Dist Sub-Registrar
Senarpore, South 24 P.W.
16 SEP 2014

- 9.5 The Developer shall at its own costs and expenses and without creating any financial or other liability on the Landowner construct and complete the said New Building or Buildings and various units and/or apartments commercial spaces therein in accordance with the sanctioned plan or any amendment thereto or modification thereof made or cause to be made by the Developer **PROVIDED HOWEVER** no alteration modification or deviation shall be made in the proposed construction without the consent of the Landowner in writing.
- 9.6 All costs, charges and expenses, including Architect's fees or any damage, loss caused owing to negligence, carelessness and/or any other reason during the construction or erection of the new building or buildings at the said premises shall be discharged by the Developer and the Landowner shall bear no responsibility in this context.

ARTICLE -X COMMON FACILITIES

- 10.1 The Developer shall pay and bear all the arrear dues of municipal taxes, water taxes in respect of the said premises till the date of delivery of possession of the Landowner's Allocation as stated herein in the new building or buildings and thereafter the Developer and/or its nominee or transferees shall bear such taxes, fees etc. in respect of the Developer's Allocation only.
- 10.2 As soon as the new building or buildings is/are completed the Developer shall give notice to the Landowner requiring the Landowner to take possession of his Allocations in the



Addl. Dist Sub-Registrar
Senarpore, South 24 Parganas
16 SEP 2014

building or buildings and if there be no dispute regarding the completion of the building in terms of this Agreement and according to the specifications as stated in **FOURTH SCHEDULE** hereunder and as per the sanction plan and the certificate of the Architect being produced to that effect, then after 30 (thirty) days from the date of service of such a notice and at all times thereafter, the Landowner shall be exclusively responsible for payment of all municipal taxes from the date of delivery of possession of the said Landowner's allocation, payable in respect of the said Landowner's allocation by the Landowner.

- 10.3 As and from the date of service of notice of possession of the Landowner's allocation in the New building, the Landowner shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate service charges in respect of the new building or buildings on actual basis in respect of the Landowner's allocation, the said charges to include proportionate share of premium for the insurance of the building or buildings, water, fire and scavenging charges and taxes, light, sanitation, lift maintenance, operation, renovation, replacement, repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building or buildings, water fire and scavenging charges and taxes, light, sanitation, lift maintenance, operation renovation replacement repair and renewal charges for bill collection and



Adl. Dist Sub-Registrar
Senarpore, South 24 Parg.
16 SEP 2014

management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building or buildings and of all common wiring, pipes, electrical and mechanical equipments, switch gear, transformer, pumps, motors and other electrical and mechanical installations, appliances and equipments, stairways, corridors, halls, passage ways, gardens, pathways and other common facilities whatsoever as may be mutually agreed upon from time to time morefully particularly described in **SIXTH SCHEDULE** hereunder written.

10.4 The Landowner shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building or buildings at the said premises for this purpose the Landowner keeps the Developer saved, harmless and indemnified.

10.5 The Developer shall build a new building or buildings together with all rights in common in the common portions and common amenities and facilities which are more fully described in the **SEVENTH SCHEDULE** hereunder written. The Developer shall upon completion of the new building or buildings put the owner in undisputed possession of the Landowner's useable Allocation together with all rights in common facilities as stated herein.

ARTICLE XI - COMMON RESTRICTIONS

11.1 The Landowner's Allocation in the new building or buildings at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's



Add. Dist Sub-Registrar
Senaripore, South 24 Parg.
16 SEP 2014

Allocation in the new building intended for the common benefits of all occupiers of the new building or buildings.

- 11.2 The Landowner shall not use or permit to use the Landowner's allocation/Developer's Allocation in the new building or buildings or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building or buildings.
- 11.3 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent and/or permission from appropriate authorities.
- 11.4 The parties shall abide by all laws, Bye-laws, Rules and Regulations of the Government, Local Bodies statutory authorities as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, Bye laws, Rules and Regulations.
- 11.5 The respective allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building or buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any other space or accommodation therein and shall keep other



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Semarang, South 24, Per.
16 SEP 2014

occupiers of the building indemnified from and against the consequences of any breach.

- 11.6 The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any insurance of the new building or buildings or any part thereof and shall keep the Developer and other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
- 11.7 No goods or other items/materials shall be kept by the Landowner or by the Developer for display or otherwise in the corridors or other places of common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building or buildings and in case any such hindrance is caused the Developer or the Executor, as the case may be shall be entitled to remove the same at the risk and cost of the other.
- 11.8 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 new building or buildings or in the compounds corridors or any other portion or portions of the new building or buildings.
- 11.9 The Landowner shall permit the Developer and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon the Landowner's allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or



Addl. Dist Sub-Registrar
Sonabere, South 24 Parganas
16 SEP 2014

for the purpose of repairing maintaining re-building cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains, gas and water pipes and electric wires and for any similar purposes.

ARTICLE XII - OBLIGATIONS OF THE LANDOWNER

- 12.1 The Landowner hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the new building or buildings at the said First Schedule premises by the Developer, but the Landowner shall have the right to supervise the construction of the new building or buildings at the said premises personally.
- 12.2 The Landowner hereby agrees and covenants with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the Developer's Allocation in the new building or buildings or at the said premises subject to the delivery of the undisputed possession of the Landowner's allocation to the Landowner by the Developer's within specific period.
- 12.3 The Landowner hereby agrees and covenants with the Developer to pay municipal rates, taxes on and from the date of delivery of the possession of the Landowner's allocation to the Landowner by the Developer.
- 12.4 The Landowner shall cause to be joined such person or persons as Vendor as may be required by the Developer in the Agreements and/or Sale Deeds that may be executed for sale



Adl. Dist Sub-Registrar
Senaripore, South 24 Parg.
16 SEP 2014

and transfer of the Developer's Allocation in favour of the intending purchasers.

12.5 The Landowner shall actively render at all times all co-operation and assistance to the Developer in construction and completion of the proposed building or buildings and for effectuating the sale and/or transfer envisaged hereunder.

12.6 Upon the Developer's constructing and delivering possession to the Landowner of the Landowner's allocation, the Landowner shall hold the same terms and conditions and restrictions as regard the user and maintenance of the buildings as the other flats purchasers of the buildings.

12.7 The Landowner will pay an one-time charge on actual basis in respect of his allocated total Flats to the Developer for installations of common electric meter, transformer, individual electric meter.

ARTICLE XIII- OBLIGATIONS OF THE DEVELOPER

13.1 The Developer hereby agrees and covenants with the Landowner to complete the construction delivery of the possession of the Landowner allocation to the Landowner of the new building or buildings at the said First Schedule premises in terms of the sanction plan within a period of 36 (thirty six) months from the date of sanction of the building plan or starting of construction work - whichever is later.

Time is the essence of this contract.

13.2 The Developer hereby ~~agrees~~ and covenants with the Landowner not to violate or contravene any of the provisions of Rules applicable for construction of the new building or buildings at the said premises.



Adm. Dir Sub-Registrar
Singapore, South 74, 98.
16 SEP 2014

- 13.3 The Developer hereby agrees and covenants with the Landowner not to do any act deed or thing whereby the Landowner is prevented from enjoying selling, assigning and/or disposing of any of the owner's allocation in the new building or buildings at the said premises.
- 13.4 The Developer hereby agrees and covenants with the Landowner that Developer shall bear and pay all municipal corporation and statutory rates, taxes and other dues and outgoing in respect of the said premises without any objection.
- 13.5 The Developer hereby agrees and covenants with the Landowner not to transfer and/or assign the benefits of this agreement or any portion thereof.
- 13.6 In case the Developer's project is neglected, delayed or otherwise fails due to breach of contract and default within the time limit herein the Developer shall be liable to compensate the Landowner.
- 13.7 The Developer will provide alternative accommodation to the Landowner during the construction period till the peaceful possession of the said premises. The said accommodation will be provided to the Landowner near Model Town with 2 (two) 3 bed-room flats and 1(one) 2 bed-room flat.
- 13.8 The Developer will demolish the existing structure on the First Schedule premises and shall be entitled to the entire proceeds of the said materials collected after the demolition process and the Landowner shall not be entitled to any of the aforesaid proceeds.



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Adl. Dist Sub-Registrar
Sonarpore, South 24 Pgs.
16 SEP 2014

ARTICLE XIV - LAND OWNER'S INDEMNITY

14.1 The Landowner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfils all the terms and conditions herein contained and/or its part to be observed and performed.

14.2 The Landowner hereby undertakes to keep the Developer indemnified against all third party claims and action against the said premises in respect of the Landowner's allocation at the said premises, on and from the date of delivery of the possession of the Landowner's allocation to the Landowner by the Developer.

ARTICLE XV-DEVELOPERS INDEMNITY

15.1 The Developer hereby undertakes to keep the Landowner indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relating to or arising out of the construction of the said building or buildings at the said premises.

15.2 The Developer hereby undertakes to keep the Landowner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's allocation with regard to the development of the said premises and/or in the matter of construction of the said building or buildings at the said premises and/or for any defect thereon and/or for dealing with the Developer's allocation as well as the owner share.



Adml. Dist Sub-Registrar
Sonarpore, South 24 Pn.
16 SEP 2014

ARTICLE - XVI - MISCELLANEOUS

16.1 It is understood that from time to time to facilitate the construction of the new building or buildings at the said premises 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 Landowner and various applications and other documents may be required to be signed or made by the Landowner relating to which specific provisions may not have been mentioned herein, and the Landowner hereby undertakes to co-operate with the Developer and to do all such acts, deeds, matters and things as may be reasonably required to be done in the matter and the Landowner shall execute to sign all such additional applications 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 right of the owner and/or go against the spirit of this Agreement.

16.2 The Developer shall frame scheme for the management and administration of the said building or buildings at the said premises and/or common parts thereof. The Landowner and the co-Landowner/flat-owner hereby agree to abide by all the Rules and Regulations of such Management/Association/Holding organization, and hereby give his consent to abide by the same.

16.3 As and from the date of completion of the new building or buildings, the Developer and/or its transferees and the



Adm. Dist Sub-Registrar
Semarang, South 24 Div.
16 SEP 2014

Landowner and/or his transferees shall each be liable to pay and bear proportionate charges on account of Wealth Tax, Service Tax and other taxes payable in respect of their allocation.

16.4 The entire roof/terrace of the building shall belong to the Landowner and the Developer in their area sharing proportions if by virtue of any change in, the Rajpur Sonarpur Municipality allows any further construction to be made on the said terrace, such construction shall be made by the Developer at its own costs and expenses and the Landowner will be entitled to proportionate share of extra area for such sanction.

16.5 The Developer shall not part with possession of any portion of the Developer's Allocation to any of its transferees until and unless the Developer shall make over possession of the owner's Allocation and comply with all other obligations of the Developer to the Landowner.

16.6 That the new building or buildings to be constructed on the said premises shall be known as " ".

ARTICLE XVII- FORCE MAJURE

17.1 The clauses herein shall not be treated as default and the Developer's obligations and covenants will be suitably extended under the Force-Majure clause. "Force-Majure" shall include natural calamities, Act of God, flood, Tidal waves, earthquake, riot, war, storm, tempest, fire, civil-commotion, air-raid, strikes (including by contractor /construction agencies), lock out, transport strike, notice or



✓

శాస్త్రాధిపతి, సబ్ రిజిస్ట్రార్,
సెకండరాబాద్, తెలంగాణ రాష్ట్రం

16-SEP-2014

prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or changes in any Municipal or other rules, laws or policies effecting or likely to affect the project or any part or portion thereof, any claim or disputes or clouds relating to or concerning the owner's right, title, interest of the said First Schedule land including the statutory department such as BLLRO, ULC, Municipality etc. shortage of essential commodities and/or any circumstances beyond the control or reasonable estimation of the Parties herein.

ARTICLE XVIII- JURISDICTION

18 The High Court at Calcutta and Courts sub-ordinate thereto shall exclusively have jurisdiction to entertain try 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 and parcel of the land measuring about **5 (five) cottahs 10 (ten) chittacks 0 (zero) sq. ft.** be the same a little more or less with a brick built pucca structure standing thereon in R.S. Khatian No. 1501, 1504, R.S. Dag No. 3290, Mouza- Barhans Fartabad, J.L. No. 47, R.S. No.- 7, Touzi No. 109, **Holding No. 9, Uttar Purba Fartabad, Police Station and Sub-Registry Office- Sonarpur, under Ward No. 28 of Rajpur Sonarpur Municipality in the District - 24 Parganas (South),** and the entire land is butted and bounded as follows :-



✓

Adl. Dist Sub-Registrar
Sonarpur, South 24 Pgs.
16 SEP 2014

ON THE NORTH : By Mouza- Balia, Land & House of Smt Sabita
Nath,

ON THE SOUTH : By 16 feet wide road;

ON THE EAST : By 20 feet wide road;

ON THE WEST : By R.S. Dag No. 3290 (P), Land & House of
Sri Bhupen Das;

THE SECOND SCHEDULE ABOVE REFERRED TO
(LANDOWNER'S ALLOCATION)

ALL THAT the area amounting to **50%** out of the total built up area in respect of the Flats and car-parking spaces as per the Building plan or plans to be sanctioned by the Rajpur Sonarpur Municipality, Building Department for the proposed construction at the said First Schedule premises together with roof and the common facilities to be allocated to the Landowner which shall absolutely belong to the Developer and the Landowner jointly in proportion to their sharing ratios as per the Building plan or plans to be sanctioned by the Rajpur Sonarpur Municipality, Building Department for the proposed constructed at the said First Schedule premises. Moreover, the Landowner will get an amount of **Rs. 13,00,001/- (Rupees Thirteen Lakh and One)** only from the Developer on the date of signing and registration of this Agreement and which the Landowner hereby admits by signing the Memo of Receipt hereunder written and out of which Rs. 10,00,000/- as refundable amount without interest and rest Rs. 3,00,001/- as forfeited amount.



Add. Dist. Sub. Registrar
Bangalore, South 24
16 SEP 2014

THE THIRD SCHEDULE ABOVE REFERRED TO

(DEVELOPER'S ALLOCATION)

ALL THAT the shall mean and include the **remaining 50%** built up area of Flats, commercial areas and car-parking spaces as per the Building sanctioned Plan for the new building or buildings together with roof and the common facilities which shall absolutely belongs to the Developer after providing for the Landowner's Allocation to the Landowner as aforesaid under this Developers Agreement.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(SPECIFICATIONS OF CONSTRUCTION)

1. **Foundation & Structures**
 - a. RCC framed structure on concrete piles all the materials are to be best of quality and the steel should be from the Company of ISI brand.
2. **Walls-**
 - a. Plaster of Paris/Putty in the interiors of the walls and ceilings.
 - b. Attractive external finish with best quality cement paint like Weather Coat with silicon.
3. **Doors-** Main door should be of wooden/ steel.
 - a. Aluminium sliding windows with large glass panes (French window if required).
 - b. Door frames of Sal wood.
 - c. Solid core commercial hot pressed phenol bonded Flush doors with accessories from reputed Co. with ISI mark. The locks of all doors will be of reputed Co. like Godrej or ISI mark.
4. **Flooring:-**



Additional District Sub-Registrar
Coimbatore, South 24 Bangalore
16 SEP 2014

Flooring - Vitrified tiles of reputed co. drawing dining tiles size should be 2' x 2' sqre. or slab.

5. **Kitchen-** Floor should be non-slippery impressed tiles.
 - a. Coloured designed ceramic tiles up to height of 30 inch.
 - b. Kitchen working table counter top with granite to be used.
 - c. Provision for exhaust fan.
6. **Bathrooms:-**
 - a. Coloured/ designed ceramic tiles up to height of upper level of window (minimum 7')
 - b. Concealed plumbing system using standard make pipes and fittings of ISI mark.
 - c. White sanitary ware of ISI Mark with C.P. fittings, Bathroom sanitary ware from global reputed Co. and use taps and shower fitting should from reputed global brand.
 - d. Provision for exhaust fan.
7. **Lift-** Lift for all co-owner and should be of global reputed Company.
8. **Electrical:-**
 - a. PVC conduit pipes with copper wiring
 - b. 15 & 5 Amp. Points one each in living room, bedrooms, bathrooms and kitchen, T.V. connection should be in all bed room and dining rooms.
 - c. M.C.B. & E.L.C.B. make of reputed Co. to be installed in all Flats, floors of Blocks.
 - d. Inverter for lights in common areas i.e. stair light, common passage lights and ^{individual} ~~semi~~ inverter with connection to all flats.



Adel. Dier Sidiyasa
Singapore, South Island
16 SEP 2014

9. **Intercom facilities** to be installed and to be interconnected to all the flats and security office.
10. **CCTV Surveillance** security system to be installed inside all lobbies and all floors of the Building and the vacant area of the project.
 - a. Electrical Calling Bell point at entrance of residential flats.
 - b. Concealed Telephone point in living room & all the Bedrooms.
 - c. T. V. point in living room & all the Bed rooms.
 - d. Common lighting, street lighting to be of electrical.
11. **Special Features**
 - a. Common Staff toilet in ground floor.
 - b. Deep tube-well and overhead tank will be provided.
 - c. Roof treatment for water proofing on the Roof and heat reflecting tiles to be fitted.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(COMMON EASEMENT)

1. The clear un-interrupted right of access in common with the Landowner and/or Landowner and/or other occupiers of the said buildings of all times and for all purpose connected with the use and enjoyment of the staircases, generator, electrical installations, landings, lobbies, common toilets, main gate of the buildings and premises, roof, terrace, the passage leading to the building and staircase save and except the unconverted car parking spaces in the passage.
2. The right way in the common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment



Adtl. Dist Sub-Registrar
Samarpet, South 24 Div.
16 SEP 2014

of the said flat/unit over and along with the drive way and pathway comprised in the said building.

3. The right of protection of the said flat/unit by or from all parts of the building so far they now protect the same.
4. The right of passage in common as aforesaid electricity and soil from and to the said flat/unit through out pipes, drains wires and conduits or beings in under through out pipes, drains, wires and conduits or being in under through or over the said building and premises so far purpose of rebuilding repainting or cleaning any parts of the said flat/unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry.

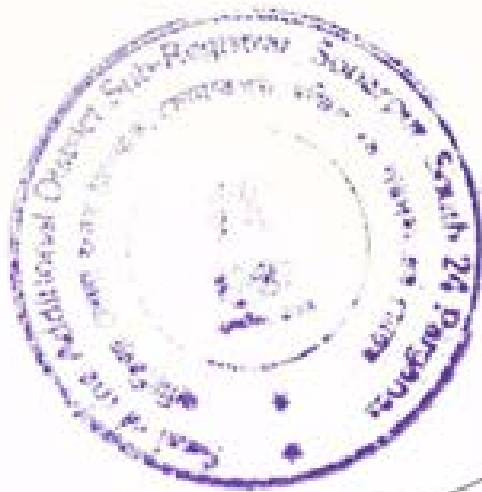
THE SIXTH SCHEDULE ABOVE REFERRED TO

(COMMON EXPENSES)

1. The expenses for maintenance, operating while washing painting, repairing, changing or replacing or shifting, redecorating and cleaning, lighting of all common bath rooms, the outer walls of the buildings parking space, boundary walls staircase, roof foundation wall, main gate landings deep tubewell, water and sanitary pipes, gas pipes etc. and all other spaces and installations for common use.
2. Cost of periodically inspecting servicing maintaining and ensuring if any stand by electrical and mechanical equipments and other plants and machinery in the building.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(COMMON AREAS AND AMENITIES, FACILITIES)



Additional District Sub-Registrar
Senaripore, South 24 Parg.

16 SEP 2014

1. Land on which the building is located and all easements rights, and appurtenances belonging to the said land and the building.
2. Staircase on all the floors.
3. Staircase Landings and lift landings on all floors.
4. Lift well
5. Lift plant installation
6. Lift room.
7. Common passage and lobby on the ground floor excepting for parking space area if any.
8. Water pump water tank water pipes and other common plumbing installations.
9. Electrical substation, electrical, wiring meter room.
10. Water and sewage evacuation pipes from the Units to drains and sewers common to the building(s)
11. Drainage, sewers and pipes from the building to the Rajpur Sonarpur Municipality drainage.
12. Pump room.
13. Boundary walls and main gates.
14. Ventilation duct.
15. Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said building as are necessary for passage, to user and occupancy of the unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.



Adtl. Dist Sub-Registrar
Sunderpet, South 7th P.O.

16 SEP 2014

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

SIGNED, SEALED & DELIVERED

by the **Parties** at Calcutta in

presence of:-

1. *Manoj Pr.*
Malaygopu Saha Rd.
Garia, KOL-84.

B. Bhattacharjee
SIGNATURE OF THE LAND OWNER

2. Ganlain Bhattacharjee
P-18 Model Town,
Bali, Garia.
KOL. 84.

GANGULY HOME SEARCH PRIVATE LIMITED
[Signature]
SIGNATURE OF THE DEVELOPER

MEMO OF RECEIPT

Received Rs. 13,00,001/- (Rupees Thirteen Lakh and One)

only from the within-named Developer as per the memo written below:-

<u>Cheque No.</u>	<u>Bank</u>	<u>Date</u>	<u>Amount</u>
000585	IOBI, Bandra	09.07.2014	Rs. 5,00,000/-
000586	IOBI, Bandra	09.07.2014	Rs. 5,00,000/-
000587	IOBI, Bandra	09.07.2014	Rs. 3,00,000/-
	By Cash		Rs. 1/-
	Total:-		Rs. 13,00,001/-

WITNESSES:-

1. *Manoj Pr.*

B. Bhattacharjee

2. Ganlain Bhattacharjee

SIGNATURE OF THE LAND OWNER

Drafted by:-

Dibakar Bhattacharjee

Dibakar Bhattacharjee

Advocate

High Court, Calcutta.



Add. Dist Sub-Registrar
Soubhpar, South 24 Parganas

16 SEP 2014

SPECIMEN FORM FOR TEN FINGER PRINTS

Photo		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND						



Hand Copy

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Abdullaev

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Adl. Dist Sub-Registrar
Sonamurti, South 24 P.

16 SEP 2014



Government Of West Bengal
Office Of the A.D.S.R. SONARPUR
District:-South 24-Parganas

Endorsement For Deed Number : I - 09589 of 2014
(Serial No. 11754 of 2014 and Query No. 1608L000020021 of 2014)

On 09/07/2014

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

Presented for registration at 18.00 hrs on :09/07/2014, at the Private residence by Basudeb Bhattacharjee ,Executant.

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

Execution is admitted on 09/07/2014 by

1. Basudeb Bhattacharjee, son of Lt. Amulya Charan Bhattacharjee , Balia Model Town, Thana:-Sonarpur, P.O. :-Garia, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Retired Person
2. Amit Ganguly
Director, Ganguly Home Search Pvt. Ltd., .167, Garia Station Road, Thana:-Sonarpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084.
. By Profession : Business

Identified By Dibakar Bhattacharjee, son of . , High Court, Kolkata, District:-Kolkata, WEST BENGAL, India, By Caste: Hindu, By Profession: Advocate.

(Biswajit Dey)
ADDITIONAL DISTRICT SUB-REGISTRAR

On 16/09/2014

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 Draft

Rs. 14310/- is paid , by the draft number 618598, Draft Date 15/09/2014, Bank Name State Bank Of India, BAGHJTIN BZR GNGULI BGN, received on 16/09/2014

(Under Article : B = 14289/- ,E = 21/- on 16/09/2014)

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.-84,37,501/-

Certified that the required stamp duty of this document is Rs.- 10021 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty


(Biswajit Dey)
ADDITIONAL DISTRICT SUB-REGISTRAR

16/09/2014 17:16:00

EndorsementPage 1 of 2



Adl. Dist Sub-Registrar
Sonarpur, South 24 P.
16 SEP 2014



Government Of West Bengal
Office Of the A.D.S.R. SONARPUR
District:-South 24-Parganas

Endorsement For Deed Number : I - 09589 of 2014
(Serial No. 11754 of 2014 and Query No. 1608L000020021 of 2014)

Deficit stamp duty Rs. 5050/- is paid , by the draft number 618599, Draft Date 15/09/2014, Bank : State Bank Of India, BAGHJTIN BZR GNGULI BGN, received on 16/09/2014

(Biswajit Dey)
ADDITIONAL DISTRICT SUB-REGISTRAR




(Biswajit Dey)
ADDITIONAL DISTRICT SUB-REGISTRAR



Advt. Dist Sub-Registrar
Senarpore, South 24 Pgr.
16 SEP 2014

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 20
Page from 4500 to 4536
being No 09589 for the year 2014.



(Biswajit Dey) 19-September-2014
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. SONARPUR
West Bengal