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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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6/15

THIS DEVELOPMENT AGREEMENT made on this the 2nd day of November

Two Thousand And Fifteen;

BETWEEN

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



Dist. Sub-Registrar
Bidhannagar, (Salt Lake City)
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ASTDURGA CONSTRUCTION PVT. LTD.
Dwarka Vedmani, AD-169, Salt Lake, Sec-1
Kolkata-700 064

ক্রেতার নাম _____
ঠিকানা _____
স্থাপন ভেদার স্বাক্ষর _____
বিশ্বাস নগর (সল্টলেক সিটি) এ. ডি. এস. আর. এ.
যাট শীর্ষক ক্রয় তার _____
মালিক নাম _____ মোট কত টাকা খরিদ _____

11 SEP 2015
860000

টেকসহী বাবাকপুর ভেদার মিতা দস্ত

Gopal Prasad Chakraborty



v.s.r.t. / 13/10

Gopal Prasad Chakraborty



v.s.r.t. / 13/10

Arpon Chakraborty

Arpon Chakraborty
5/0, Sri Tapom Chakraborty
M. D Road, L.N. Pally,
P.O + P.S. Nimta, N.D. 700049,
Service.



Seal of the Additional District Sub Registrar
Bidhannagar, North 24 P.S.

Addr. District Sub-Registrar
Bidhannagar, (Salt Lake City)

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(1) **M/S. KANYAKUMARI PROPERTIES PVT. LTD.** (having PAN: AACCK4077G),
(2) **M/S. ENERGY ENCLAVE PVT. LTD.** (having PAN: AACCE1130G) & (3) **M/S. ESTEEM NIRMAN PVT LTD.** (having PAN: AACCE1128N), all above companies are registered under the Indian Companies Act, 1956 having both of its principal place of business at AB-9, Salt Lake City, Sector - I, Post Office Bidhannagar, Police Station Bidhannagar North, Kolkata - 700 064, all above named companies are represented by all of its common Director - **MR. GOPAL PRASAD GUPTA** son of Late Dwarka Lal Gupta, residing at Dwarka Vedmani, AD - 169, Sector - I, Salt Lake City, Post Office Bidhannagar, Police Station Bidhannagar North, Kolkata - 700 064, hereinafter referred to and called as the "**OWNERS/ VENDORS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its respective successor and or successors at office, executors, administrators, representatives and assigns) of the **FIRST PART;**

AND

M/S. ASTDURGA CONSTRUCTION PVT. LTD. (having PAN: AALCA5946M), incorporated under Indian Companies Act 1956, having its Principal place of Business at Dwarka Vedmani, AD - 169, Sector - I, Salt Lake City, Post Office Bidhannagar, Police Station Bidhannagar North, Kolkata - 700 064, represented by one of its Director- **SRI SANJAY GUPTA**, son of Sri Gopal Prasad Gupta, by faith - Hindu, by occupation - Business, residing at Dwarka Vedmani, AD-169, Sector-I, Salt Lake City, Post Office Bidhannagar, Police Station Bidhannagar North, Kolkata - 700 064, hereinafter referred to and called as the **DEVELOPER** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors at office, administrators, legal representatives and assigns) of the **SECOND PART;**

WHEREAS:

- A. One Lalit Kumar Pramanik and Others being the successors of Late Lakshmikanta Pramanik had been seized and possessed of and otherwise well and sufficiently entitled to amongst other landed property a Sali Land measuring 1.32 acres in R.S. Dag No.148; J.L. No. 18, under old Khatian No. 255 and thereafter in Part of Khatian No. 399 subsequently K.B. Khatian No. 323, in Mouza -Mahisbathan in the district of North 24-Parganas.
- B. The said Lalit Kumar Pramanik and Other co-owners mutually and amicably distributed or partitioned the said entire Sali Land 1.32 acres in said R.S. Dag No. 148, in Mouza Mahisbathan, in the district of North 24-Parganas amongst themselves upon which the said Lalit Kumar Pramanik became exclusively seized and possessed of a divided and demarcated portion of the said land comprised in R.S. Dag No. 148 measuring 0.33 acre be the same a little more or less.



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C. That by an Indenture of Sale dated 07.12.1990 duly registered with the ADSRO Bidhannagar and recorded in Book - 1, Volume No. 184, Pages 17 to 24, Being No. 7828 for the year 1990, the said Lalit Kumar Pramanik therein referred to as the Vendor at the valuable consideration mentioned therein sold, transferred and conveyed absolutely and forever the said 0.33 acre demarcated land comprised in Part of R.S. Dag No. 148, under the said K.B. Khatian No. 323 at Mouza - Mahisbathan in the district of North 24-Parganas unto and in favour of Sri Debabrata Gupta, Sri Sanghabrata Gupta and Smt. Manjusree Gupta therein jointly referred to as the Purchasers.

D. Since after the said purchase by virtue of the aforesaid Sale Deed the said Debabrata Gupta & Ors. became the absolute owners in respect of the entire said demarcated land measuring 0.33 acre in said R.S. Dag No. 148 in Mouza - Mahisbathan and while thus seized and possessed thereof, by an Indenture of Sale dated 30.11.1992 duly registered before the ADSR, Bidhannagar, Salt Lake City in Book -1, Volume No. 221, Pages 337 To 344, Being No. 10195 for the year 1992, the said Debabrata Gupta, Sanghabrata Gupta and Smt. Manjusree Gupta jointly therein as the Vendor sold, transferred and conveyed a portion measuring 6 cottahs, 11 chittaks, 42 sq. ft. fully divided and demarcated as Lot - 'A' and particularly described in the Second Schedule therein out of the said 0.33 acre morefully described in the First Schedule thereunder unto and in favour of M/s. Swapna Printing Works Private Limited therein referred to as the Purchaser.

E. Subsequently by another Indenture of Sale on same day the 30.11.1992 duly registered before the ADSR, Bidhannagar, Salt Lake City in Book -1, Volume No. 221, Pages 345 To 352, Being No. 10196 for the year 1992, the said Debabrata Gupta, Sanghabrata Gupta and Smt. Manjusree Gupta jointly therein as the Vendor sold, transferred and conveyed another portion measuring 6 cottahs, 08 chittaks, 06 sq. ft. fully divided and demarcated as Lot - 'C' and particularly described in the Second Schedule therein out of the aforesaid 0.33 acre morefully described in the First Schedule thereunder unto and in favour of Mr. Arunava Bhattacharya son of Late Makhanlal Bhattacharya therein referred to as the Purchaser.

F. Subsequently by another Indenture of Sale on same day the 30.11.1992 duly registered before the ADSR, Bidhannagar, Salt Lake City in Book 1, Volume No. 221, Pages 353 To 360, Being No. 10197 for the year 1992, the said Debabrata Gupta, Sanghabrata Gupta and Smt. Manjusree Gupta jointly therein as the Vendor sold, transferred and conveyed another portion measuring 6 cottahs, 11 chittaks, 43 sq. ft. fully divided and demarcated as Lot - 'B' and particularly described in the Second Schedule therein out of the aforesaid 0.33 acre morefully described in the First Schedule thereunder unto and in favour of Mr. Buddhadev Bhattacharya son of Late Makhanlal Bhattacharya therein referred to as the Purchaser.

G. Since after the aforesaid Purchase through the said Deed of Conveyance dated 30.11.1992 Being No. 10195 the said M/s. Swapna Printing Works Private Limited



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thus became absolutely seized and possessed of the said plot of land marked as Lot -A' measuring 6 (six) cotthas 11 (eleven) chittaks, 42 (forty two) sq. ft. be the same a little more or less in part of R.S. Dag No. 148, comprised in Mouza - Mahisbathan, North 24-Parganas as the absolute Rayati/Owner under the Govt. of West Bengal and mutated its name in the Land Settlement Record with the Office of the B.L. & L.R.O., Rajarhat under D.L. & L.R.O., North 24-Parganas under L.R. Khatian No.711 in respect of the aforesaid land and paying rent and taxes thereof to the Collectorate, North 24-Parganas, and while in absolute enjoyment thereof, by a Deed of Conveyance dated 17.07.2007 duly registered with the Office of the Addl. Registrar of Assurances - II Kolkata and recorded in Book -1, Volume No.1, Being No.06280 for the year 2007 the said Swapna Printing Works Pvt. Ltd. therein referred to as the Vendor at the valuable consideration mentioned therein sold, transferred and conveyed free from all encumbrances the aforesaid landed property Marked as Lot - A land measuring 6 (six) cotthas 11 (eleven) chittaks, 42 (forty two) sq. ft. be the same a little more or less in part of R.S. Dag No. 148 under L.R. Khatian No. 711, at Mouza Mahisbathan, P.S. Rajarhat at present Bidhannagar East, in the District of North 24-Parganas morefully described in the Schedule written therein absolutely and forever unto and in favour of M/s. Kanyakumari Properties Pvt. Ltd., M/s. Energy Enclave Pvt. Ltd., M/s. Esteem Nirman Pvt. Ltd. all the Landowners herein jointly therein referred to as the Purchaser.

H. Since after the aforesaid Purchase by dint of the said Deed of Conveyance dated 30.11.1992 Being No.10196 for the year 1992 the said Mr. Arunava Bhattacharya thus became absolutely seized and possessed of the said plot of land marked as Lot -'C' measuring 6 (six) cotthas 08 (eight) chittaks, 06 (six) sq. ft. be the same a little more or less in part of R.S. Dag No. 148, comprised in Mouza Mahisbathan, North 24-Parganas as the absolute Rayati/Owner under the Govt. of West Bengal and mutated its name in the Land Settlement Record with the Office of the B.L. & L.R.O., Rajarhat under D.L. & L.R.O., North 24-Parganas under L.R. Khatian No.710 in respect of the aforesaid land and paying rent and taxes thereof to the Collectorate, North 24-Parganas, and while in absolute enjoyment thereof, by a Deed of Conveyance dated 17.07.2007 duly registered with the Office of the Addl. Registrar of Assurances - II Kolkata and recorded in Book -1, Volume No.1, Being No.06278 for the year 2007 the said Mr. Arunava Bhattacharya therein referred to as the Vendor at the valuable consideration mentioned therein sold, transferred and conveyed free from all encumbrances the aforesaid landed property Marked as Lot - C land measuring 6 (six) cotthas 08 (eight) chittaks, 06 (six) sq. ft. be the same a little more or less in part of R.S. Dag No. 148 under L.R. Khatian No. 710, at Mouza Mahisbathan, P.S. Rajarhat at present Bidhannagar East, in the District of North 24-Parganas morefully described in the Schedule written therein absolutely and forever unto and in favour of M/s. Kanyakumari Properties Pvt. Ltd., M/s. Energy Enclave Pvt. Ltd., M/s. Esteem Nirman Pvt. Ltd. all the Landowners herein jointly therein referred to as the Purchaser.



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I. Since after the aforesaid Purchase through the said Deed of Conveyance dated 30.11.1992 Being No.10197 for the year 1992 the said Mr. Buddhadev Bhattacharya thus became absolutely seized and possessed of the said plot of land marked as Lot -'B' measuring 6 (six) cotthas 11 (eleven) chittaks, 43 (forty three) sq. ft. be the same a little more or less in part of R.S. Dag No. 148, comprised at Mouza Mahisbathan, North 24-Parganas as the absolute Rayati/Owner under the Govt. of West Bengal and mutated its name in the Land Settlement Record with the Office of the B.L. & L.R.O., Rajarhat under D.L. & L.R.O., North 24-Parganas under L.R. Khatian No.709 in respect of the aforesaid land and paying rent and taxes thereof to the Collectorate, North 24-Parganas, and while in absolute enjoyment thereof, by a **Deed of Conveyance dated 17.07.2007** duly registered with the Office of the Addl. Registrar of Assurances - II Kolkata and recorded in Book -1, Volume No.1, Being No.06282 for the year 2007 the said Mr. Buddhadev Bhattacharya therein referred to as the Vendor at the valuable consideration mentioned therein sold, transferred and conveyed free from all encumbrances the aforesaid landed property Marked as Lot - B land measuring 6 (six) cotthas 11 (eleven) chittaks, 43 (forty three) sq. ft. be the same a little more or less in part of R.S. Dag No. 148 under L.R. Khatian No. 709, at Mouza Mahisbathan, P.S. Rajarhat at present Bidhannagar East, in the District of North 24-Parganas morefully described in the Schedule written therein absolutely and forever unto and in favour of M/s. Kanyakumari Properties Pvt. Ltd., M/s. Energy Enclave Pvt. Ltd., M/s. Esteem Nirman Pvt. Ltd. all the Landowners herein jointly therein referred to as the Purchaser.

J. By virtue of the aforesaid purchases by dint of the said three Deed of Conveyances Being Nos. 06278, 06280 & 06282 all for the year 2007 the Vendors herein thus become jointly seized and possessed of the aforesaid 3 plots of land marked as Lot - A, Lot - B & Lot -C respectively adjacent to each other and in amalgamated nature total admeasuring a land area about 0.33 acre equivalent to 20 cotthas be the same a little more or less comprised in R.S. Dag No. 148, at Mouza Mahisbathan, P.S. Rajarhat at present Bidhannagar (East), under L.R. Khatian Nos. 709, 710 & 711 at present severally recorded in the names of the First Parties herein under L.R. Kh. Nos: 1264, 1265 & 1266 with B.L. & L.R.O. Rajarhat and D.L.& L.R.O., North 24-Parganas, within the municipal limit of the Bidhannagar Municipality, and morefully described in the First Schedule hereunder written and for the sake of brevity collectively hereinafter referred to as the 'Said Land' / 'Said Property'

AND WHEREAS after the purchase of the aforesaid property the Landowners herein have applied before the Bidhannagar Municipality for mutation in respect of the entire 'Said Land' under the First Schedule hereto and the Bidhannagar Municipality have duly assessed the Said Property under the First Schedule hereto and mutated and recorded the names of the First Parties herein as the absolute joint owners of the Said Property under the First Schedule, and the First Party herein are jointly paying rates and taxes thereof to the Bidhannagar Municipality.



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AND WHEREAS the Owners hereby declare that the entire 'Said Land' under the First Schedule hereto is free from any charge, claim, demand, attachment, alignments and free from all sorts of encumbrances whatsoever and the First Party herein being the Owners thereof have marketable title thereto;

AND WHEREAS the owners are desirous of development of the demised land under the First Schedule hereto by way of construction of multi-storied building/s on and upon the said demised land consists with various numbers of self-contained residential flats, car parking spaces, shops and others by or through a reputed developer-builder well known to market having well expertisation of such work of development and construction work Housing Enclave/Complex etc.;

AND WHEREAS the Developer having knowledge of the such intention of the Owners negotiated with the First Parties for the purpose of development of a Housing Enclave comprised of multi-storied building/s on and upon the said Land of the First Party described in the First Schedule hereunder written and after negotiation in detail regarding the terms and conditions, M/s Asturga Construction Pvt. Ltd. the Developer herein have agreed with the Owners for undertaking the entire work of development of a Housing Enclave by way of preparation of Building Plan or Plans and the construction of the Multi-storied Buildings in the manners aforesaid on and upon the Owners' said 'Demised Land' under the First Schedule as per drawing, plan and specifications which to be approved and duly signed by the owners and sanctioned by the competent authority and in conformity with the said details of construction under and subject to the terms and conditions hereinafter stated;

Now the parties herein to avoid any litigation in future have agreed to enter into this Agreement which contains the lawful terms and condition herein below :-

AND WHEREAS in this Agreement expression used herein shall unless it be contrary and/or repugnant to the context have the following meanings;

HEADINGS: In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any Clause and shall consequently not affect the construction of this Development Agreement.

"THE LANDOWNERS" shall mean (1) M/S. KANYAKUMARI PROPERTIES PVT. LTD., (2) M/S. ENERGY ENCLAVE PVT. LTD. (3) M/S. ESTEEM NIRMAN PVT LTD. described collectively as the parties of the FIRST PART hereto jointly holding 100% rights, title and interest of the "SAID LAND" described in "First Schedule" hereunder.

"SAID LAND" OR "DEMISED LAND" ALL THAT piece and parcel of land measuring an area of 20 (Twenty) cottahs be the same a little more or less lying and situates in Part of R.S. Dag No. 148 at Mouza Mahisbathan, J.L. No. 18, Police




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Station Salt Lake (East), under L.R. Khatian Nos. 709, 710 & 711, at present severally recorded in the names of the First Parties herein under L.R. Kh. Nos: 1264, 1265 & 1266 with B.L. & L.R.O. Rajarhat and D.L.& L.R.O., North 24-Parganas, Ward No.01, within the limits of Bidhan Nagar Municipality, Sector-V, Sub-Registration Office--Addl. District Sub-Registrar, Bidhannagar, Salt Lake City, District North 24-Parganas and morefully described in the First Schedule hereunder written.

"PROPOSED AMALGAMATED LAND"/ "AMALGAMATED PROPERTY" shall mean the 'Said Land' and/or the said property described in the First Schedule hereunder and other surrounding or adjacent land or plots and/or properties already acquired and/or so may be acquired by the Developer and so to be amalgamated and/or adjoined with the Said Land and or Said Property by the Developer at any point of time either before or after fulfilling this contract and for the said purpose the developer shall be entitled to execute all lawful Deeds including Deed of Amalgamation at its sole costs and expenses.

"SAID BUILDING / SAID BUILDINGS" shall mean Multi-Storeyed building or buildings as shall be constructed in finished and habitable condition by the Developer confirming to the Sanctioned Plan or Revise Plan in the name of the Owner and to be prepared, submitted only by the Developer and sanctioned by the concerned Municipality on the owner/s "Said Land" described hereunder in the First Schedule AND / OR on the said proposed 'Amalgamated Land' as stated hereinabove.

"SAID PREMISES" shall mean the official identity of the "Said Land" with "Said Building/Buildings" collectively.

"AMALGAMATED PREMISES" shall mean the official identity of the collective from of the said "Amalgamated Land" with one or more Buildings collectively thereon.

"SANCTIONED PLAN" shall mean "Building Plan OR Plans" for a Multi-Storeyed buildings on the "Said Land" OR a composite Plans showing several Multi-Storeyed buildings on the proposed "Amalgamated Land" and or "Amalgamated Property" as defined above and so to be prepared and submitted by the Developer at its sole discretions and own costs; and so would be sanctioned by the Competent Authorities such as Bidhannagar Municipality and by other Authority if so concern any And shall also mean any/or all revise plans subsequently prepared by the Developer at its sole discretion without requiring any further consent from the Landowner/s and sanction by the Authorities concerned.

"SAID HOUSING ENCLAVE" shall mean an Enclave consisting of one or more building/s comprised of residential self-contained flats, garages, shops etc. in several blocks with internal roads or passages with car-ways and of other common facilities described in the Third Schedule and to be constructed and erected on the said demised land of the Landowners herein described in the First Schedule hereunder




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written and/or on the proposed amalgamated landed property as defined hereinabove.

"LANDOWNERS' ALLOCATION" shall mean that the First Party herein as the Landowners shall be entitled to get 30% (Thirty percent) built up area out of the total constructed areas of the proposed building/s in the manner of several numbers of residential flats & garages in any portion at the suitable choice and discretion of the Developer in the proposed buildings so to be constructed by the Developer on the Owner/s Said Demised Land under the First Schedule with proportionate and undivided common shares in all common areas, common amenities and common facilities in a complete finished and in habitable conditions together with proportionate and undivided impartable right, title and interest as co-owners on the 'Said Land' and/or the 'Said Demised Land' described in the First Schedule and the said Owners' Allocation morefully and collectively described in Part – I of the Second Schedule hereunder written and shall mean the consideration for the residue all constructed areas (save and except common areas) in all the proposed buildings togetherwith residue undivided impartable proportionate share of the entire demised land under the First Schedule collectively allocable to the Developer (hereinafter referred to as the "Developer's Allocations".

"DEVELOPER'S ALLOCATION" Shall mean and include save and except the portions allocable to the Owners and also the common areas, the entire remaining area in the new buildings consists of the residential flats, shops, other commercial spaces and garage/car parking space so to be constructed on and upon the Owner's Land mentioned hereunder the First Schedule alongwith undivided and proportionate share of the ultimate roof and common facilities togetherwith undivided, impartable and proportionate share of ownership in the entire 'Said Land' under the First Schedule collectively allocable to the Developer and described under Part-II of the Second Schedule hereto which shall absolutely belongs to the Developer and or its nominee/s or assignees under the terms and conditions of this Development Agreement.

"BUILT UP AREA" Shall, according to its context, mean the plinth area of an Unit/Flat including the area of stair-case, landing with lifts space on the same floor whereon a flat/unit is situated and also the thickness of the outer walls, internal walls and pillars and also of such outer walls which are common between two Units/Flats adjacent to each others.

"SUPER BUILT-UP AREA OF THE FLAT/UNIT" shall mean, the built-up area of the any 'Flat/Unit' togetherwith 25% being the indivisible, proportionate shares of all common areas and / or common portions in the said premises added with the said Built-up area aggregating a "Total Measuring Area" of a 'Flat/Unit'.

"PHASES" with their grammatical variations shall mean the different "Phases" or "Blocks" presently: Block – "A", Block – "B", Block – "C" and so on in which the



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Development of the Project Site shall be carried out in terms hereof, providing provisions for extension of Project Site by way of inclusion of adjacent land of the present Owners, or others for the convenient of expanding the volume or area of the complex, however without affecting the terms herein contained.

"TRANSFEREES" shall mean and include all persons to whom any Transferable Areas are transferred or agreed to be so done.

"Units" shall mean and include-

- a) "Residential Units" meaning the flats for residential use in any building and in any Phase or Block at the Project Site in the First Schedule property;
- b) "Non-Residential Units" meaning office spaces, shops, constructed/covered spaces demarcated parking spaces or the like for use as commercial, educational, mercantile or any other use other than residential;

"FORCE MAJEURE" Shall mean any natural calamities such as floods, earth quake, riots, severe labour disputes, and restraintion by the Order of any Court of Law, Statutory Authorities and any or all irresistible circumstances beyond the control of the Developer.

"TAX LIABILITIES" The Landowner/s shall liable to pay the arrear dues if so shall be payable to Bidhannagar Municipality and to other authorities, and other statutory tax and outgoings liability till the period of execution of these presents and also the liability of payment of apportioned shares of tax in respect of his/her/their Allocable portions from the date of delivery of the physical possession thereof by the Developer to the Landowner/s.

"COMMON PORTIONS / COMMON AREAS" shall mean all the undivided and indivisible finished and unfinished areas, pathways, erections and constructions and installation comprised in the said building and in the said premises for practical use and enjoyment of the Owner/s with the Developer or of its respective nominees specifically and categorically mentioned in the Fourth Schedule hereunder as expressed or intended and or may be provided by the Developer for common use and enjoyment of the Owner herein with future co-owners of the building individually or collectively.

"COMMON EXPENSES" shall mean and include all expenses to be incurred by the Owner/s herein with other future co-owners for the maintenance, management and upkeepment of the building or buildings and the expenses for the common purposes of the co-owners.

"COMMON PURPOSES" shall mean the purpose of managing and maintaining the Building or Buildings in particular the common portions, payments of Rates & Taxes



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etc. collections and disbursements, Mutation, Formation of Association, common interest relating to their mutual rights and obligations for the purpose of unit/units .

"PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE SHARE" shall mean the proportion in which the super built-up area of any single flat would bear to the entire undivided built-up-areas of all the flats collectively for the time being in the building or buildings PROVIDED THAT where it refers to the share of any rates and/or taxes relating to the common purposes and the common expense then such share shall mean the proportions in which the total amount of such taxes or expenses as shall be paid equally by the co-owners and such share shall be treated as such rates and/or taxes and common expenses as are being separately levied and the Proportionate Share of the "Said Land"/"Said Demised Land" and/or "Said Amalgamated Land"/ "Amalgamated Property" in a proportion to the measuring area of a single flat or unit out of the total measuring area of the entire undivided covered areas of all the flats and the units collectively in the building or buildings constructed comprised in the said property in the "Said Premises" or comprised in the said proposed "Amalgamated Land"/"Amalgamated Property" in the said proposed "Amalgamated Premises".

"SINGULAR" shall include the "PLURAL" and vice-versa.

AND

"MASCULINE" shall include the "FEMININE" and vice-versa.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Owners herein has/have hereby grant an exclusive License to the Developer to enter upon the said land under First Schedule hereto and also hereby permit the Developer herein to construct one or more building or buildings comprised on the "Said Land" OR on the said proposed "Amalgamated Land" according to building plan or plans to be prepared by the Developer at its sole choice, discretion and at the cost of the Developer and according to sanction of the Building plan and/or any revised plan or plans so may be prepared, submitted and obtained only by the developer and sanctioned by the competent authority. It is expressly mentioned hereby that the Developer shall be fully entitled to prepare building plan in connection to the Said Land OR composite buildings plans by joining any other adjacent land or properties with the said demised land hereunder the First Schedule and as mentioned hereinabove as "Amalgamated Land" at the sole choice discretion and at the cost of the Developer for which the Owner/s herein declare hereby his/her/their free consent and hereby given unfettered exclusive rights to the Developer to the extent of his/her/their rights, title and interest in the said proposed Amalgamated Land and the Owner/s also hereby declare that during whole time of preparations of Said Plan or Plans, and obtaining sanction thereto, constructions and completions of the multi-storied building OR buildings and obtaining Completion and or Occupancy



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Certificate thereof as well as selling of the "Developer's Allocation" the owners shall not interfere in anyhow by any means and shall not be entitled to raise any objection and also shall not be entitled to create any obstructions thereof. It has been clearly agreed by and between the parties hereto that during the time of construction and or after completion of the building if any additions or alterations in constructions deviating from the sanction plan are found then it shall be the bound and duty and responsibility of the Developer to obtain the "Occupancy Certificate" by regularizing such deviations at the Developer's own cost and expenses and by paying necessary Fees and or Fine as shall be requisite by the concerned Municipal Authority. The Owners however Neither shall be liable to pay any amount on account of such deviations Nor shall be entitle to claim any amount OR any additional constructed areas other than the said "Owners' Allocations" agreed and stated hereinabove and described in Part -- II of the Second Schedule hereunder.

2. It is agreed by and between the parties hereto that the Owners shall be entitle to get 30% (thirty percent) total built up area out of the total constructed areas of the proposed building/s in a manner of several numbers of residential flats & garages distributed proportionately in all floors both on the front and back portions in the proposed building/s so to be constructed by the Developer on the Owners' Said Demised Land under the First Schedule and the said 30% (thirty percent) total built up area out of the total constructed areas of the proposed building/s in the proposed Housing Enclave allocable to the owner/s shall be constructed by the Developer morefully and collectively described in Part -- I of the Second Schedule hereunder written and as described hereinabove as "Owners' Allocations" in fully complete and in habitable nature togetherwith the facilities of water and electricity connection togetherwith the proportionate undivided interest or share in the Said Land hereunder the First Schedule along with common easement rights of all common areas, common facilities in the proposed building or buildings and at the said Housing Enclave. The said "Owners' Allocable Area" described in Part -- I of the Second Schedule hereto togetherwith undivided proportionate shares in all common areas described in the Fourth Schedule and togetherwith proportionate share of the said land described hereunder the First Schedule and all the rights, benefits and appurtenances in connection to the said owners' allocable portions are collectively for the sake of brevity hereinabove and hereunder referred to as the "Owners' Allocation". It has been also agreed by and between the parties herein that in addition to the said Owners' Allocations the Owner/s shall not be entitled to any additional area and or any cash consideration Provided a marketable title of the entire said land and or each and every part thereof hereunder the First Schedule is found or made out by the First Party.

3. Simultaneously with the execution of these presents the Owner/s herein shall sign, execute and register a General Power of Attorney for the purpose of implementation of this agreement and execution of the entire work of development of multi-storied building and also for selling of Developer's Allocation in favour of the Second Party and also of Sanjay Gupta the nominated director of the Developer and



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all the costs and expenses on account of such registration shall be incurred by the Developer. It is expressly mentioned hereto that the Developer shall be uninterruptedly entitled to exercise the aforesaid General Power of Attorney for selling of the entire constructed portions together with the undivided and impartable share of the said land under the First Schedule and or any portions thereof save and except the portions allocable to the Owner/s viz. a. viz. the said "Owners' Allocations" to any intending Purchaser or Purchasers at any price and against such lawful terms and conditions as the Developer shall deem fit and proper and the Owner/s however, in that event shall not be entitled to raise any objections and or to create any obstructions thereof at any point of time whatsoever either before or after delivery of the Owners' Allocations are made by the Developer. It is understood that to facilitate the construction of Development at the Project Site by the Second Party and for obtaining necessary connections and utilities therein or therefor, various acts deeds matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need the authority of the First Party and various applications and other documents may be required to be signed or made by the First Party relating to which specific provisions may not have been mentioned herein. The First Party hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Second Party to be done in the matter and the First Party shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Second Party for the purpose and the First Party also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Second Party. The said power or powers of attorney so to be granted by the First Party/Land Owners to the Second Party/Developers/Builders and/or its nominee/s shall be exercised jointly or severally by the said Attorney Sri Sanjay Gupta and also any of the authorized director of the Second Party herein for the time being in force and shall form a part of this agreement and the said Power or powers of Attorney shall be fully valid, enforceable and binding on the First Party till the "SAID PROPERTY" and the entire Housing Project is fully and properly developed by the Developers/Builders and that the transfer and/or conveyance of the flats, car parking spaces, shops and others together with undivided proportionate share of the land under the Developer's Allocations are conveyed to the purchasers and Association of Apartment Owners is registered and starts functioning.

4. After execution of these presents the Developer shall be entitled to enter into the said land for measurement of the land area for the purpose of preparation of Building Plans and also shall be entitled to fix sign board etc. for display of the proposed Housing Project. The Developer shall proceed for obtaining sanction of the Building Plan or Plans and immediate after sanction of the building plan or plans by the concerned authorities and after obtaining work order the Developer shall commence the work of construction of the proposed building/s and shall hand over the said "Owners' Allocations" in the proposed building/s within 36 (thirty six) months from the date of obtaining necessary sanction of the Buildings Plan.



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5. The said owners allocation in the new proposed building/s shall be delivered by the Developer in a finished and habitable condition free from all encumbrances provided the owner/s has/have made out a perfect and indefeasible marketable title of the entire said land hereunder the First Schedule hereby conferred upon the developer and subject to all the terms, conditions, stipulations, covenants and obligations covered under this agreement and also under the law of land is properly and carefully fulfilled and observed by the owner/s. It is agreed that the costs of obtaining the sanctioned plans, its amendments and modifications as well as entire construction of the building or buildings, architects fees and all other costs which may be incurred towards development are to be borne solely by the developer who shall be liable to pay the Land Taxes payable to B.L. & L.R.O. and also Municipal Taxes and other outgoings w.e.f. the date of obtaining sanction of the Building Plan till the Development work is completed. Any dues on such accounts if found subsequently shall be payable by the Owners.

6. Other than the said Owners' Allocable portions under the Part -I of the Second Schedule togetherwith the undivided proportionate share of the said land described under the First Schedule viz. a viz. the Owners' Allocation allocable to the Owners, the Developer other than the common areas shall be exclusively entitle to all residue flats, floor parking spaces and other portions etc. with sole and exclusive rights of the said proposed building or all buildings together with undivided and proportionate shares of common areas, common amenities and common facilities alongwith undivided proportionate share of the 'Said Land'. The said residue portions (other than the "Owners' Allocations") of all the flats, floors, shops, parking spaces etc. togetherwith the common rights and undivided share of the 'Said Land' hereunder the First Schedule in the manners stated hereinabove and hereinafter for the sake of brevity referred to as the Developer's Allocations. The Developer at its own choice and discretion shall be fully entitle to withhold the said Developer's Allocation and further shall be exclusively entitle to dispose of the said allocation or any portion thereof to any person/persons, firm/firms, company/ companies by way of sale/mortgage/lease against any price and/or Selami at its sole discretion, And out of such sale proceeds, the owner/s however shall not be entitled to any part out of the said Developer's Allocation as well as in the self-proceeds of the Developer's Allocation and shall have no further claims or demands of whatsoever nature. Reciprocally the Owner/s shall not be liable for any amounts and or loss or damages if any arises or coming out of any dispute between the Developer and the intending purchaser for any flat/floor/ shop/ car parking space in the new proposed building or buildings on the Owner/s 'Said Land' as the Developer shall be solely responsible and or liable for any loss, damages, penalty and or suits, actions, claims or demands arising out of Developer's activities in the Said Premises; and Reciprocally the Owners shall be solely responsible and liable for making out perfect and marketable title of the said Land under the First Schedule hereto.

7. The Developer from the date hereof shall be entitle to enter into any or all agreement with any person/persons relating the said land without hampering the




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owners' interest to obtain the owner's allocations as agreed hereinabove and hereto in the proposed building or buildings on the said land/said property or on the said amalgamated land/amalgamated property. The Developer shall be fully entitled to obtain any earnest money and/or any finance against the Developer's Allocation from any intending buyer/buyers, lessee/lessees and/ or mortgagee /mortgagees without hampering the owner/s interest covered under this Agreement.

8. The Developer shall be entitled to appoint Architect for supervising the structural constructions of the foundation, basements, pillars, structures, slabs, concrete, underground / overhead reservoirs, electrical and plumbing fixtures and materials used for constructions, and sewerage, systems etc. and the Developer shall have the right to do so but exclusively at its (Developer) own costs and expenses to look after the same only. However, as agreed upon by both the parties, good quality materials as available in the market will be used for construction of the entire building and the Owner shall not be liable/responsible in any manner whatsoever regarding the construction materials used by the Developer.

9. The Owners from the date hereof shall always extend and offer all possible necessary facilities to Developer for preparing submitting and obtaining sanction plan and also for obtaining permanent connection of water supply, electricity with meter, drainage, sewerage, telephone and similar other installations needed for completion or the proposed multi-storied buildings hazards free and in well habitable conditions for all the residents at the cost and expenses of the Developer, and shall sign and execute all such necessary Applications, Declarations, Affidavits and all such documents relating the said premises as and when shall be required and asked by the Developer.

10. For the purpose of the construction of the said new proposed building or buildings the Architect, Engineers, other Technical experts and all work men, shall be appointed by the Developer and it (Developer) shall be responsible for marking payment to each and all of them. The Landowners shall have no liability for making any such payment to any one of them either during the construction or after completion of the construction or at any point of time whatsoever.

11. It is agreed that in the event of any damage or injury arising out of any sort of accident due to carelessness of the workmen and others, victimizing such workmen or any other persons whatsoever or causing any harm to any property during the course of construction the developer shall keep the land-owner/s, his/her/their estate and effects safe and harmless and indemnify against all suits, cause, rights and action in respect of the such eventualities.

12. It is agreed that whenever it becomes necessary and asked by the Developer, the owner/s shall sign all the papers and execute documents in connection with obtaining of sanctioned plan or any modification thereof during the course of construction period of the proposed multi-storied building till completion thereof and




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also in connection to the disposal and sale of any and or all units/portions of the said multi-storied building or buildings if so required and asked by the Developer save and except the owners' allocable portions, by the developer without raising any objection, thereto. The Owners have already delivered and handovered all the Original Deeds of Title as well as all the relevant documents thereof to the Developer for practical purposes of implementation of this agreement and for investigation of Titles by the intending purchasers of the flats, portions in the proposed buildings or by their Advocates time to time. The Developer shall keep and preserve all such relevant Deeds of Title and the documents related thereto unobliterated and upon completion of the development work and after transfer of all the portions under the Developer's Allocations shall handover all such Deeds and Documents to the Owner Association or Committee or Syndicate so shall be formed in the proposed Housing Enclave at the said premises or at the amalgamated premises.

13. It is agreed by the Landowner/s that in future or during the course of construction, if any defect on the title is found or any suit is lodged against the land owner's in respect of the said landed property mentioned in the first schedule, the Developer shall have the liberty to proceed against the same on behalf on the land owner/s and all costs and expenses if so incurred by the Developer on and behalf of the Owners herein defending or proceeding such suit/disputes and or to make such defects, shall be adjusted by the Developer from the "Owners' Allocations" at the time of delivery of the same to the Owners herein. However, it is clear that due to any defects in title if any found subsequently, and or due to non-fulfillment of all the necessary obligations on the part of the Landowners covered under these presents and also covered under the Law of Land, if this Agreement is not implemented or however not practicable to carried over and as such if this agreement is determined or terminated by either the party herein or by in effect of any Court's Order/s then the Land-owners shall be bound to pay of all the cost and expenses till then incurred by the Developer forthwith the Developer claim to have payment of the same by a written notice and in such event the physical possession of the said property hereunder the First Schedule shall remained with the Developer till such amounts are recovered by the Developer from the Owner/s.

14. Both the parties hereby agreed that the time specified in clause 4 (four), hereinabove for completion and the delivery of the portions allocable to the owners is/are subject to force-majeure i.e. if the construction is prevented or interrupted due to any natural calamities such as floods, earth quake, war, riots and/or labour dispute, crisis of materials in the market and for any order made by any Court of Law and or by any Government/Semi-Government/Statutory Authorities/Local Authorities and for any or all irresistible circumstances beyond the control of the Developer, the time specified for such delivery of owners' allocations shall be extended upto a period considerable by such circumstances whereby the Developer is prevented to handover the owners' allocable said portions within the period specified in clause 4 (four) hereinabove. It is expressively mentioned hereby that the Developer unless prevented by the circumstances in the manners stated hereinabove shall within the



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specified period complete the Owners' allocable portions and shall intimate the Owner/s through Registered Post offering the Owner for taking delivery of Owners' allocable portions within 15 days from the date of such intimation, AND in failure or negligence on the part of the Owner/s to take delivery their allocation within said noticed period of 15 days, the Developer after fulfilling its obligation in a manner as stated herein shall not be liable for breach of this contract, nevertheless shall be responsible and or liable to pay any amount on account of damages, penalty and or means-profit whatsoever and further shall be entitle to continue with exercising of its absolute rights and authority to dispose of the developers allocations by handing over the possession of the unit/units out of the developer's allocations to the intending purchaser and or the purchasers or lessee, lessees with fully entitle to prepare execute and register any conveyance or conveyances and or any kind of lawful Deed of Transfer in favour of any purchaser or purchasers in respect of and to the extent of the Developer's allocation in the Said Premises and in the said proposed amalgamated premises and the owner/s herein shall not be entitled to raise any objections or create any obstructions by any means in any manners whatsoever. Be it mentioned hereto that since the said General Power of attorney so to be executed by the Landowners is in relation to this Development agreement, the same shall be read and interpreted analogously considering both the documents a single document and transaction for its legal interpretation.

15. Both the parties agree that the terms and conditions contained in this Agreement and in the Schedules annexed therewith have been agreed amongst the parties herein in the most cordial and friendly manners. If any complications arises beyond the agreed terms and conditions incorporation in the Agreement and/or in proper implementation thereof both the parties shall endeavor to sort it out at bi-parties level. The owners hereby declare and assure the Developer not to restrain the later in continuing its entire activities of construction and selling of Developer's allocation at any point of time either during the whole period of constructions, its completion and selling of its allocable AND/OR after the obligations of the Developer towards the owner/s agreed hereby are fulfilled by the Developer in the manners as stated in Clause 4 (four) and Clause 14 (Fourteen) hereinabove.

16. The Landowner/s hereby agrees and covenants with the Developer to pay proportionate Panchayet/Municipal rates, taxes, the Rent or Khajna payable to the Collectorate North 24-Parganas and all other outgoings including service-tax, vat and others as applicable and payable time to time under statue and laws for the time being in force and also the monthly common maintenance charges in respect of the Land Owners' Allocable Portions on and from the date of delivery of the possession of the Land Owners' Allocation to the Landowner/s by the Developer so as the Developer and or its nominee/s and or assignee/s also shall cause to pay the same to the extent of the Developer's Allocations.

17. The Landowners shall cause to be joined such person or persons as Vendor/s and or Confirming Parties as may be required in law and also by the



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Developer in the Agreements and/or sale deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the intending purchasers.

18. Upon the Developer constructing and delivering possession to the Landowner/s of his/her/their allocation, the Landowner/s 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.

19. The Landowners' 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 Allocation in the new buildings intended for the common benefits of all occupiers of the new building or buildings which shall include the following: -

20. The Landowners shall not use or permit to use the Landowners' 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 hazards to the other occupiers of the new building or buildings.

21. Landowners shall not demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or made any structural alteration therein without the previous consent and/or permission from appropriate authorities.

22. THE LANDOWNERS FIRST PARTY DOETH HEREBY COVENANT WITH THE DEVELOPER SECOND PARTY:

i) That each and every representation made by the First Party/Land Owners hereinabove are all true and correct and agrees and covenants to perform each and every representation and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the First Party/Land Owners.

ii) That with effect from the date of execution hereof, the First Party/Land Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.

iii) That The First Party/Land Owners shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Second Party/Developer/Builder.



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iv) That the First Party shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this agreement in any manner.

v) That the First Party/Land Owners shall not cause any interference or hindrance in the sanction/modification/alteration of Sanction Plans in terms hereof, construction and development at the Project Site by the Second Party and/or Transfer of the Second Party's Allocation and not to do any act deed or thing whereby any right of the Second Party hereunder may be affected nor make any claim whatsoever in any other part or portion of the Project Site except the First Party's Allocation.

vi) That For all or any of the purposes contained in this agreement, the First Party shall render all assistance and co-operation to the Second Party and sign execute, submit and deliver at the costs and expenses of the Second Party all plans, specifications, undertakings, declarations, no objections, disclaimers, releases, papers, documents, powers and authorities as may be lawfully or reasonably required by the Second Party from time to time.

vii) That It is bi-laterally agreed in between the parties hereto that the First Party/Land-Owners shall bear proportionate costs or charges for installation of electrical transformer within the project for the reasons of consumption of electricity within the allocated areas of the First Party/Land Owners.

viii) That The Second Party doth hereby agree and covenant with the First Party not to do any act deed or thing whereby any right or obligation of the First Party hereunder may be affected or the First Party is prevented from making or proceeding with the compliance of the obligations of the First Party hereunder.

23. 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 each of the parties herein 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 if made by each of them.

24. The respective allottees shall keep the interior and external 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 occupiers of the building indemnified from and against the consequences of any breach.



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25. The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any in insurance of the new building or buildings or any part thereof and shall keep the Developer and other occupiers of the said building/s harmless and indemnified from and against the consequence of any breach.

26. No combustible goods or other items/materials shall be kept by the Landowners or by the Developer for display or otherwise in the corridors or other places of the 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 by the Developer or the Landowner/s and/or their respective nominees/assignees, as the case may be shall entitled to remove the same at the risk and cost of each of them.

27. 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.

28. The landowners 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 owners' allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or 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 new similar purposes.

29. On or before taking delivery of the "Owners' Allocations" the Land Owner/s shall cause to pay and deposits to the Developer the necessary mandatory charges as hereunder:-

- A. (i) Proportionate cost of Installation of main meter or Transformer/
Electrical equipments costs, deposits and others.
- (ii) Power Backup Charges.
- (iii) Club membership charge.
- B. (i) Pay and Deposit in advance 6 months of monthly common
maintenance charges.
- (ii) Pay and Deposit a sum of Rs. 10,000/- as a Security Deposit towards
temporary consumption of electricity for his/her/their Owners' Allocation from
the Main Service connection.
- (iii) The actual amount of Security Deposit charged by the WBSEDCL
Authority is payable by the Land Owner in respect of individual meter for the
Owner's Allocable Portions.




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30. IT IS FURTHER agreed and understood between the parties hereto as follows:-

- i) The Landowners and the Developer have entered into this agreement purely for construction and delivery of Owners' Allocable portions by the Developer to the Landowners as well as selling of residuary areas as Developer's Allocable portion by the Developer and nothing contained herein shall be deemed to construe as partnership between the Developer and the Landowners in any manner nor it shall be construed that the parties hereto constitute as an association of persons in any manner whatsoever since it is a contract made by and between the parties herein for the subject and objects contained hereto and hereunto.
 - ii) The "Landowners' Allocation" shall be handed over with peaceful possession after compliance with all the obligations on the part of the Developer i.e. immediately on completion of the internal finishing works of all the Landowners' allocable portions in each of all the respective buildings subject to due compliance of all the obligations on the part of the Landowners under the terms and conditions of this Agreement and under the Law Of Land and also under all prevailing laws for the time being in force; and it is clearly understood by and between the parties hereto that during taking delivery of their allocable portions in each of the Buildings the Landowners shall not raise any objection and or create any obstruction if some common portions and common facilities are not completed during such materials time of delivery of possession in each of the respective Buildings and even in such event the Developer shall be in obligation to subsequently finish and complete all such unfinished common portions and common facilities intended and require to be made by the Developer and as specified in third schedule hereunder written.
 - iii) In the event the Landowners are entitled to any liquidated damages in terms of the said Clause - 4 (four) stated hereinabove the said liquidated damages shall be paid by the Developer at the time of delivery of Owners' Allocations.
 - iv) The Landowners shall not be held responsible for any omission and/or commission of any act by the Developer or any of their misrepresentation and/or dispute with the intending purchaser of the Developer's Allocation and/or any part thereof.
 - v) It is well agreed and understood between the parties hereto that in the event of failure on the part of the Developer to complete the entire project within the stipulated time as agreed upon by virtue of these presents subject to relaxations and provisions made in Clause - 4 above (the time is the essence of the contract), the Landowners shall be entitled to terminate this Agreement and re-possess the said premises.
31. However, if any disputes or differences arises between the parties implementing this agreement or facing true interpretation to the terms herein, the



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same shall be referred to an Advocate or Arbitrator chosen by the parties hereto or such separate one or two Advocates or Arbitrators selected by each of the party with the right to appoint umpire, whose decision and award as envisaged in Indian Arbitration And Conciliation 1996 and its modifications for the time being enforce shall be final and binding on both the parties.

THE FIRST SCHEDULE ABOVE REFERRED TO

(The Said Land / Amalgamated Land)

vacant

ALL THAT PIECE AND PARCEL OF ^vBASTU LAND containing or admeasuring area of 20 (Twenty) cottahs be the same a little more or less comprised in Part of R.S. Dag No. 148, lying and situate at Mouza: Mahisbathan, J.L. No. 18, Police Station: Salt Lake (East) (formerly Rajarhat P.S.), under L.R. Khatian Nos. 709, 710 & 711, at present severally recorded in the names of the First Parties herein under L.R. Kh. Nos: 1264, 1265 & 1266 with B.L. & L.R.O. Rajarhat and D.L.& L.R.O., North 24-Parganas, Ward No.01, within the limits of Bidhanagar Municipality now after renovation known as Bidhanagar Municipal corporation, Sector -V, Sub-Registration Office – Addl. District Sub-Registrar, Bidhannagar, Salt Lake City, District: North 24-Parganas.



THE SECOND SCHEDULE (PART-I) ABOVE REFERRED TO:

(The Owners Allocations)

ALL THAT 30% share of the entire built-up areas as defined hereinabove in the new proposed building to be constructed by the Developer and to be delivered to the Owners in any portion at the suitable choice and discretion of the Developer in the said proposed building including of proportionate and undivided shares in all common areas and common amenities in the Said Premises described in the Fourth Schedule and constructed and finished as per specifications under the Third Schedule togetherwith undivided proportionate shares of the Said Land described in the First Schedule hereinabove.

(Developer's Allocation)

(Part – II)

ALL THAT Constructed Areas save and except the portions allocable to the Owners herein and also the common areas, the entire remaining area in the new buildings equivalent to 70% (Seventy percent) sanctioned areas of the proposed buildings consists of the residential flats, commercial spaces and garage/car parking space so to be constructed on and upon the Owner's Land written in the First Schedule hereinabove along with undivided and proportionate share of the common facilities which shall absolutely belongs to the Developer and/or its nominee/s or assignees under the terms and conditions of this Development Agreement.



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THE THIRD SCHEDULE ABOVE REFERRED TO:
SPECIFICATION

1. DOOR & WINDOW:

All doorframes (size 4"x 2 ½") would be made of Sal/Hard wood, doors shutter would be flush doors made of commercial ply (Brahmaputra ply or similar brand), all doors thickness 32 mm fitted with cylindrical locks. Main door would be fitted with Godrej night latch lock. All windows would be made of natural colour aluminium sliding (two tracks) transparent plain white glass without any grill. All doors would be painted with white enamel paint (Berger Co., ICI or similar brand).

2. FLOORING:

All Bed Rooms, Dining-cum-Living, and would be finished with Ivory Vitrified tiles (24" X 24") flooring and 4" skirting. Bath-room, Kitchen & Balcony would be finished with Ivory Ceramic tiles (12" X 12") flooring. The walls of the Toilets/Bathrooms would finish with white glazed tiles in 60" height. Roof would be finished with roof tiles.

3. SANITARY & PLUMBING:

Standard Toilet would be provided with C.P. Shower, one EWC white commode (Parryware or other similar brand) with P.V.C. cistern (Reliance Co.). All taps & C.P. fittings of Essco or similar brand (base model). There would be concealed line and geyser line in bathrooms. There would be one basin in common toilet (18"x12") Parryware or other similar brand) in each flat.

4. KITCHEN:

Black Granite counter top, Stainless steel sink (17" x 20"), glazed wall tiles up to 2 ft above black granite counter.

5. ELECTRICAL WORKS:

- a. Concealed wiring in all flats (Copper electrical wire, Rajdhani or J.J.)
- b. Each flat will be provided with the following electrical points:

(All switches modular type, Mylinc of legrand or other similar brand)

- i) Bed room (each)
 - 2 Light points
 - 1 Fan point
 - 1 Plug point (5 Amp.)
- ii) Dining/Drawing
 - 2 Light points
 - 1 Fan points
 - 1 Plug points (15 Amp.)
 - 1 TV Power point
 - 1 Cable Point without Wire
 - 1 phone Point without Wire
 - 1 Light point
 - 1 Exhaust Fan Point
- iii) Kitchen
 - 1 Plug point (15 Amp.)
 - 1 Light point
 - 1 Exhaust Fan Point
- iv) Toilet
 - 1 Plug point (15 Amp.) for Geyser



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- v) Verandah
 - vi) Entrance
- 1 Light point
1 Door Bell point
6. WATER : Overhead water tank is to be constructed for supply of water (24 hours).
7. PAINTING : Plaster of Paris inside walls.
8. OUTSIDE PAINTING : Snowcem 2 coats painting.
9. RAILING OF STAIR CASE : Railing of iron.
10. STAIR CASE PAINTING : Plaster of Paris.
11. LIFT : One MCD (Manual Collapsible Door) lift in each Block.

THE FOURTH SCHEDULE REFERRED TO :

1. Staircase of all the floors of the said multi-storied building.
2. Common landings with lift, Common passage including main entrance leading to the ground floor.
3. Water tank, overhead tank and water supply line from Deep Tube-well with 440 volts Motor and Water pump.
4. Common toilet on the ground floor.
5. Common Caretaker's room.
6. Meter space.
7. External electrical installations switch boards and all electrical wiring and other electrical fittings installed in the said building.
8. Drainages, sewerage, septic tank and all pipes and other installations for the same.
9. Boundary walls and Main gate.
10. Such other common parts areas equipments installations fittings fixtures and common and common passages as shall be provided by the Developer at its sole discretion and as shall be available in future in or about the said land and the said building and or in amalgamated land and buildings as are necessary for passage and/or use of the unit in common by the co-owners with the Developer and/or its respective nominees appertaining to proportionate cost in terms of sq.ft. It is



Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

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expressively mentioned hereby that the Developer shall be exclusively entitle to provide the common passages at its sole choice and desecration leading from Main Road through another adjacent properties to the said property hereunder the First Schedule and reaching to others property surrounding and adjacent herewith and amalgamated with each others in future by the developer for the free ingress and egress of the prospective buyers/residents of proposed buildings in this premises and or in the said amalgamated premises.

11. Other areas and installations and/or equipments if so provided by the Developer in the Building and/or the Premises, at extra cost, for common use and enjoyment such as CC TV, EPABX, Intercom, Cable TV connection, Internet Connection, Telephone lines, Gas lines etc. and other common amenities and facilities for common uses.

COMMON EXPENSES:

1. All expenses for the maintenance, operating replacing repairing renovating and repainting of the common portions and areas in the building including the outer walls and boundary walls of the building.
2. All the expenses for running and operating all machinery equipments and installations comprised in the common portion including the cost of repairing, replacing and renovating the same.
3. Costs and charges of establishment for maintenance of the said building.
4. Costs and insurance premium for insuring the building and/or the common portion.
5. All charges and deposits for supply of common utilities to all the co-owners in common.
6. Municipal tax, water tax and other rates in respect of the premises and building (save and except those separately assessed in respect of any unit of the purchaser).
7. Cost of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installation of the common service and lighting the common portions including system lose for providing electricity to each unit.
9. All litigations expenses incurred for the common purpose and relating to the common use and enjoyment of the common portion and for all common affairs.
10. All other expenses as shall be required, in future for running of proper and smooth administration of the Building or Buildings and the upkeepment of the same.



✓
Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

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IN WITNESSES 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 AND DELIVERED

By the OWNER at Kolkata

In the presence of:-

1. Arpan Chakraborty

S/o. Sri Tapan Chakraborty

by Nationality - Indian,

M. B. Road, L. N. Pally,

Post Office: Nimta, P.S.: Nimta,

Pin - 700 049.

2. Linta Pradhan
Dashadine
Kal - 136

KANYAKUMARI PROPERTIES PVT. LTD.




Director

ENERGY ENCLAVE PVT. LTD.



Director

ESTEEM NIRMAN PVT. LTD.



Director

OWNER

SIGNED, SEALED AND DELIVERED

By the DEVELOPER at Kolkata

In the presence of:-

1. Arpan Chakraborty

2. Linta Pradhan

ASTDURGA CONSTRUCTION PVT. LTD.



Director

DEVELOPER

Drafted By:

Sudhir Kumar Naskar

of Sikkharane

P.O. Rajprokhat



L. No. DWXV1.24



✓
Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

2 NOV 2015

SPECIMEN FORM FOR TEN FINGER PRINTS

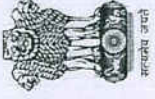
Sl. No.	Signature of the Executants/Presentants	LEFT HAND					
		Little	Ring	Middle	Fore	Thumb	
	 <i>Arvind Singh</i>	RIGHT HAND					
		Thumb	Fore	Middle	Ring	Little	
		Little	Ring	Middle	Fore	Thumb	
		LEFT HAND					
		Thumb	Fore	Middle	Ring	Little	
		 <i>Arvind Singh</i>	RIGHT HAND				
			Thumb	Fore	Middle	Ring	Little
			Little	Ring	Middle	Fore	Thumb
			LEFT HAND				
			Thumb	Fore	Middle	Ring	Little
		RIGHT HAND					
		Thumb	Fore	Middle	Ring	Little	
		Little	Ring	Middle	Fore	Thumb	
		LEFT HAND					
		Thumb	Fore	Middle	Ring	Little	
			RIGHT HAND				
			Thumb	Fore	Middle	Ring	Little
			Little	Ring	Middle	Fore	Thumb
			LEFT HAND				
			Thumb	Fore	Middle	Ring	Little



✓
Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

2 NOV 2015

2139/15



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE A.D.S.R. BIDHAN NAGAR, District Name :North 24-Parganas

Signature / LTI Sheet of Query No/Year 15041000308122/2015



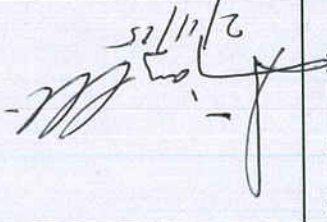
I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1.0	Mr Gopal Prasad Gupta Dwarka Vedmani, A D- 169, Sec- I, Salt Lake City, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24- Parganas, West Bengal, India, PIN - 700064	Represent ative of Land Lord [M/s. Energy Enclave Pvt. Ltd.]			
1.1	Mr Gopal Prasad Gupta Dwarka Vedmani, A D- 169, Sec- I, Salt Lake City, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24- Parganas, West Bengal, India, PIN - 700064	Represent ative of Land Lord [M/s. Esteem Nirman Pvt.ltd.]			
1.2	Mr Gopal Prasad Gupta Dwarka Vedmani, A D- 169, Sec- I, Salt Lake City, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24- Parganas, West Bengal, India, PIN - 700064	Represent ative of Land Lord [M/s. Kanyakum ari Properties Pvt. Ltd.]			





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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Shri Sanjay Gupta Dwarka Vedmani, A D-169, Sec-1, Salt Lake City, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064	Representative of Developer [M/s. Asturga Constructi on Pvt. Ltd.]			
SI No.	Name and Address of identifier		Identifier of		
1	Mr Arpan Chakraborty Son of Shri Tapan Chakraborty M. B. Road, L. N. Pally, P.O:- Nimta, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN - 700049	Mr Gopal Prasad Gupta, Shri Sanjay Gupta			

(Goutam Sinha Roy)

ADDITIONAL DISTRICT

SUB-REGISTRAR

OFFICE OF THE A.D.S.R.

BIDHAN NAGAR

North 24-Parganas, West Bengal





Seller, Buyer and Property Details

A. Land Lord & Developer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Mr Gopal Prasad Gupta Dwarika Vedmani, A D-169, Sec- I, Salt Lake City, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN - 700064

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	M/s. Kanyakumari Properties Pvt. Ltd. A B-9, Salt Lake City, Sec- I, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 PAN No. AACCK4077G.; Status : Organization
2	M/s. Energy Enclave Pvt. Ltd. A B-9, Salt Lake City, Sec- I, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 PAN No. AACCE1130G.; Status : Organization
3	M/s. Esteem Nirman Pvt.Ltd. A B-9, Salt Lake City, Sec- I, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 PAN No. AACCE1128N.; Status : Organization; Represented by their (1-3) representative as given below:-
1-3 (1)	Mr Gopal Prasad Gupta Dwarika Vedmani, A D-169, Sec- I, Salt Lake City, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN - 700064 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India.; Status : Representative; Date of Execution : 02/11/2015; Date of Admission : 02/11/2015; Place of Admission of Execution : Pvt. Residence



Developer Details

SL No.	Name, Address, Photo, Finger print and Signature
1	M/s. Asturga Construction Pvt. Ltd. Dwarka Vedmani, A D-169, Sec- I, Salt Lake City, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN - 700064 PAN No. AALCA5946M,; Status : Organization; Represented by representative as given below:-
1(1)	Shri Sanjay Gupta Dwarka Vedmani, A D-169, Sec- I, Salt Lake City, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN - 700064 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Representative; Date of Execution : 02/11/2015; Date of Admission : 02/11/2015; Place of Admission of Execution : Pvt. Residence

B. Identifire Details

Identifier Details		
SL No.	Identifier Name & Address	Identifier of Signature
1	Mr Arpan Chakraborty Son of Shri Tapan Chakraborty M. B. Road, L. N. Pally, P.O:- Nimta, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN - 700049 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India,	Mr Gopal Prasad Gupta, Shri Sanjay Gupta

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: North 24-Parganas, P.S:- East Bidhannagar, Municipality: BIDHANNAGAR, Road: Polerait Road(Mahishbathan), Mouza: Mahisbathan	LR Plot No:- 148 , LR Khatian No:- 709	20 Katha	1/-	3,14,99,985/-	Proposed Use: Bastu, ROR: Shall, Width-of Approach Road: 23 Ft, Adjacent to Metal Road,



Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	100 Sq Ft.	0/-		Residential Use, Tiles Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete
F0	Gr. Floor	100 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete

Transfer of Property from Land Lord to Developer					
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)	
L1	M/s. Energy Enclave Pvt. Ltd.	M/s. Astdurga Construction Pvt. Ltd.	11	33.3333	
	M/s. Esteem Nirman Pvt.ltd.	M/s. Astdurga Construction Pvt. Ltd.	11	33.3333	Extent
	M/s. Kanyakumari Properties Pvt. Ltd.	M/s. Astdurga Construction Pvt. Ltd.	11	33.3333	of

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Tanay Naskar
Address	Shikharpur, Thana : Rajarhat, District : North 24-Parganas, WEST BENGAL, PIN - 700135
Applicant's Status	Others



Office of the A.D.S.R. BIDHAN NAGAR, District: North 24-Parganas

Endorsement For Deed Number : I - 150402139 / 2015

Query No/Year 15041000308122/2015 Serial no/Year 1504002099 / 2015
Deed No/Year I - 150402139 / 2015
Transaction [0110] Sale, Development Agreement or Construction agreement
Name of Presentant Mr Gopal Prasad Gupta Presented At Private Residence
Date of Execution 02-11-2015 Date of Presentation 02-11-2015

Remarks

On 14/10/2015

Certificate of Market Value (WB.P.U.V.Rules of 2007)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,14,99,985/-

G Roy

(Goutam Sinha Roy)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
North 24-Parganas, West Bengal

On 02/11/2015

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

Presented for registration at 18:00 hrs on : 02/11/2015, at the Private residence by Mr Gopal Prasad Gupta .

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

Execution is admitted on 02/11/2015 by

1. Mr Gopal Prasad Gupta Director, M/s. Kanyakumari Properties Pvt. Ltd., A B-9, Salt Lake City, Sec-I, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064
2. Mr Gopal Prasad Gupta Director, M/s. Energy Enclave Pvt. Ltd., A B-9, Salt Lake City, Sec-I, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064
3. Mr Gopal Prasad Gupta Director, M/s. Esteem Nirman Pvt.ltd., A B-9, Salt Lake City, Sec-I, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064
Indefined by Mr Arpan Chakraborty, Son of Shri Tapan Chakraborty, M. B. Road, L. N. Pally, P.O: Nimta, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, By caste Hindu, By Profession
Others

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

Execution is admitted on 02/11/2015 by

Shri Sanjay Gupta Director, M/s. Astdurga Construction Pvt. Ltd., Dwarka Vedmani, A D-169, Sec-I, Salt Lake City, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064



Incertified by Mr Arpan Chakraborty, Son of Shri Tapan Chakraborty, M. B. Road, L. N. Pally, P.O: Nimta,
Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, By caste Hindu, By Profession
Others



(Goutam Sinha Roy)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
North 24-Parganas, West Bengal

On:03/11/2015

Certificate of Admissibility (Rule 43, W.B. Registration Rules, 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article
number : 48(g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration
Fees paid by Cash Rs 21/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Draft Rs
75,000/-, by Stamp Rs 100/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 4473, Purchased on 24/09/2015, Vendor named M
DUTTA.

Description of Draft

1. Rs 75,000/- is paid, by the Draft(8554) No: 916049000426, Date: 02/11/2015, Bank: STATE BANK OF INDIA
(SBI), SALT LAKE.



(Goutam Sinha Roy)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
North 24-Parganas, West Bengal

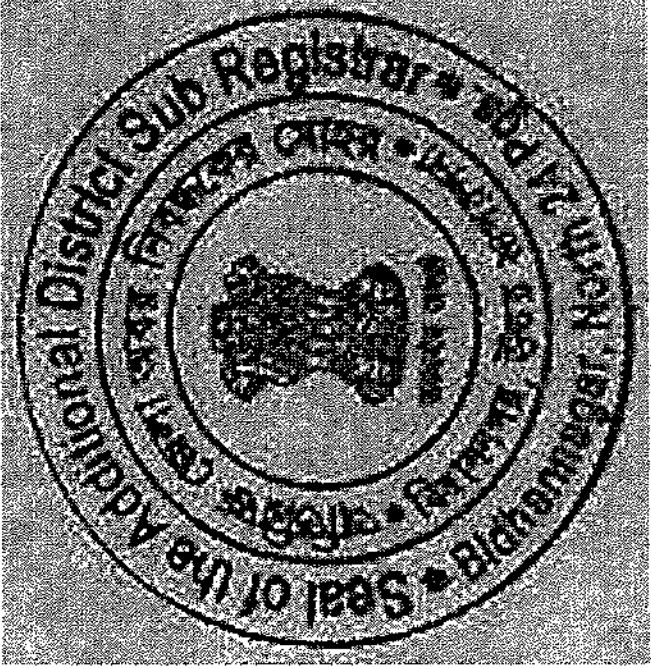
S.D/A



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1504-2015, Page from 30375 to 30410
being No 150402139 for the year 2015.



G Roy

Digitally signed by GAUTAM SINHA RAY
Date: 2015.11.05 10:50:19 +05:30
Reason: Digital Signing of Deed.

(Goutam Sinha Roy) 05/11/2015 10:50:18 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
West Bengal.

(This document is digitally signed.)

