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THIS AGREEMENT FOR DEVELOPMENT is made this the \mathcal{SR} day of February, Two Thousand Eighteen of the Cristian Era ;

BETWEEN

SRI KARAN KOCHAR, (PAN - ALMPK8040M), son of Sri Jagat Kochar, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at 82, Ultadanga Main Road, P.O. & P.S. Ultadanga, Kolkata- 700 067, hereinafter referred to as the "OWNER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the ONE PART.

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AND

GOLDSMITH COMMERCIAL PRIVATE LIMITED. (U70200WB2009 PTC137276) (Pan-AADCG6790M), having its office at Mercantile Building, 9/12, Lal Bazar Street, Block- "B", P.O. G.P.O. Lal Bazar, P.S. Hare Street, Suite No: 3049B, Kolkata- 700 001, a Company within the meaning of Indian Companies Act, 1956, having its Registered office at Mercantile Building, 3rd Floor, Block- "B", Suite No: 3049B, 9/12, Lal Bazar Street, Kolkata- 700 001, being represented by its Directors, (1) SRI KARAN KOCHAR, (PAN - ALMPK8040M), son of Sri Jagat Kochar, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 82, Ultadanga Main Road, Kolkata- 700 067, (2) SRI KUNAL KOCHAR, (PAN -AXWPK6159M), son of Sri Jagat Kochar, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 82, Ultadanga Main Road, Kolkata- 700 067, and (3) VISHAL GARG, (PAN-ALUPG5460B), son of Suresh Kumar Garg, by faith-Hindu, by occupation- Business, by Nationality- Indian, residing at 138, G.T. Road (South), Howrah- 711102, hereinafter referred to as the " DEVELOPER! PROMOTER/BUILDER" (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and/or successors-in-office, administrators, and assigns) of the SECOND PART.



WHEREAS the Government of West Bengal (hereinafter referred to as "The Government") acquired, by making a Notification under section 4 of the West Bengal Land Development and Planning Act, 1948 by making a Declaration being No: 23878-L-Dev. dated 24th November, 1953 under Section 6 of the aforesaid Act which was published at page 3908-3909 of the Calcutta Gazette, dated 3rd December, 1953 C.S. Plot Nos. as set out in Schedule "A" mentioned therein, in Mouza-Mousanda, J.L. No: 34 and Aharampur, J.L. No: 35, and Kodalia J.L. No: 36, under P.S. Khardah, thereafter Ghola now New Barrackpore, District 24 Parganas (now North 24 Parganas) measuring more or less 87.785 acres for public purpose viz. for the settlement of immigrants who had migrated into the state of West Bengal on account of circumstances beyond their control and for the establishment of a model colony for creation of better living conditions.

AND WHEREAS the New Barrackpore Co-Operative Society represented by its Chairman Haripada Biswas, of 2 No. Hare Krishna Seth Lane Dum Dum, Kolkata-700 028, residing at Village & P.O. New Barrackpore, P.S. Khardah at present New Barrackpore, District North 24 Parganas, Kolkata-700 131, also purchased a land more or less 130 acres of land situated at Mouza-Aharampur, Masunda, Agapur, Kodalia & others Mouza, Dag for the purpose of Housing of the said Society.

AND WHEREAS possession of the said lands with tanks and other watery areas was duly taken under the provision of the said Act, by the Government and title of the said lands, thereupon, vested in the State of West Bengal free from all encumbrances in terms of Section 8(i) (a) of the said Act.

AND WHEREAS by an Agreement which was executed by and between the Society and the Government, on the 23rd November, 1953 (hereinafter referred to as "The said Agreement") the Society agreed to pay to the Government all compensation to be awarded and all costs, charges and expenses payable in respect of the said acquisition and to complete a housing scheme including all works of development as set forth in the Scheme, within a period of three years from the date on which possession of the said lands would be given to the Society or within such extended period as might be allowed by the Government and the government agreed to do and execute all such acts and deeds as would be necessary and proper, for vesting the said lands in the Society.

AND WHEREAS the Government, thereafter, empowered the Society, under Sub-Section (2) of Section 10 of the West Bengal Land Development and Planning Act 1948 to execute at its own cost, a development scheme of the aforesaid lands and to dispose of the said lands comprised herein as per terms and conditions embodied in the said Agreement.

AND WHEREAS the Society completed the said development work in accordance with the lay out plan and the terms and conditions of the said Agreement, inter alia, by way of executing the development scheme in the said 181.27 acres of land and allotting the plots of land as shown in the development Plan of the said Scheme amongst the members of the Society who were all refugees from the then Eastern Pakistan (now in Bangladesh), after setting apart 28.40 acres of land out of the land common to scheme Nos. I and III, of the said Development plan to be used for common purpose of schemes No. I and III.

AND WHEREAS the Government approved the total cost of the scheme as well as the price of individual plots at which the Vendor proposed and agreed to allot the plots to respective allottees under their Memo No: 7118-L. Dev. dated 08.06.2017 of the Land and Land Revenue Department, Land Development Branch, Government of West Bengal.

AND WHEREAS the alottee being admitted into membership of the Society was allotted a plot of land measuring an area of 2 (Two) Cotthas 1 (One) Chittaks approximately in C.S. Dag No: 584, 1485, corresponding to R.S. Dag No: 250/584 & 252/1485, Mouza- Kodalia, J.L. No: 36, Khatian No: 1076, Scheme No: III, under the Development Scheme (by way of Mutation from the earlier member).

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AND WHEREAS the allottee/predecessor in interest of the Allottee paid a total consideration and/or price of Rs. 3,559/- (Rupees Three Thousand Five Hundred Fifty Nine) only for the said plot.

AND WHEREAS the Society in terms of the said Agreement paid a total amount of Rs. 92,788.71 (Rupees Ninety Two Thousand Seven hundred eighty eight and seventy one paise only) to the Government on account of compensation in respect of the acquisition of the said land under the aforesaid Act and all costs, charges and expenses of the proceedings in connection with such acquisition, as per demands made by the Government from time to time.

AND WHEREAS the Society, thereafter, requested the State of West Bengal to execute a proper Deed of Conveyance in favour of the Society for the purpose of vesting the said lands in the Society in accordance with the said Agreement.

AND WHEREAS in pursuance of the said agreement, the Governor of the State of West Bengal granted, transferred, conveyed and assigned unto the Society by an indenture dated 1st February, 1996 which was registered with the District Registrar, North 24 Parganas, Barasat on the 8th February, 1996 being Deed No: 970 of 1996 of the said registration office, all the pieces and parcels of land measuring

a total area of 181.27 acres in Mouza- Masunda, J.L. No: 34, Mouza- Aharampur, J.L. No: 35, and Mouza- Kodalia, J.L. No: 36, all under P.S. Ghola, District North 24 Parganas, contained in C.S. Plot numbers as described in **Schedule "A"** mentioned therein and to hold unto the Society absolutely, free of revenue and free from encumbrances the said lands but subject to the terms and conditions contained in the said indenture of Conveyance together with modification made by the Government of West Bengal Land and Land Reforms Department, Land Reforms Branch notification No: 2705-L.Dev./5D-4/92 dated 9th April, 1997 as published in the Calcutta Gazette Extra ordinary Part-I dated the 10th April, 1997 forming part of the said Deed.

AND WHEREAS on 16,06.2017 New Barrackpore Co-operative Homes
Ltd. sold, transferred and conveyed ALL THAT piece and parcel of land measuring about 2 (Two) Cotthas 1 (One) Chittaks be the same a little more or less in Scheme No: III, under the Development Scheme, C.S. Dag No: 584, 1485, R.S. Dag No: 250/584 (Land measuring about 8 Chittaks 14 Square feet) and 252/1485 (Land measuring about 1 Cottha 8 Chittaks 31 Square feet), in Mouza- Kodalia, J.L. No: 36, under Khatian No: 1076, Co-operative Ward No: 8, Municipal Ward No: 13, within New Barrackpore Municipality, under Police Station-Khardah, thereafter Ghola at present New Barrackpore, A.D.S.R.O. Barrackpore at present Sodepur, District North 24 Parganas, morefully and particularly described

in the **First Schedule** written hereunder unto and in favour of Sri Karan Kochar, the Present Owner herein, by way of one Registered Deed of Conveyance which was registered in the office at D.S.R.-I, North 24 Parganas at Barasat, recorded in Book No: I, Volume No: 1501-2017, Pages from 81097 to 81120, being No: 04182 for the year 2017 and after purchased the said land, the present Owner duly mutated his name before the records of New Barrackpore Municipality, in Holding No: 139/4, under Ward No: 13, and also paying the relevant taxes to the proper competent authority and enjoying peaceful possession over the same without any interruption from any corner and the said land is free from all encumbrances and he have every right, title and interest therein.

AND WHEREAS present Land Owner/First Part herein also expressed his desire to develop the said land by constructing a multi storied building thereupon but due to lack of financial capacity as well as no experience in construction work, he approached the Developer to develop the said land by constructing a proposed multi- storied building thereupon at the cost and expenses of the Developer and after long bi-lateral talks between them the land owner for the purpose of such construction is agreed to execute a registered Power of Attorney in the name of the Developer and after mutual discussion the parties are agreed to develop the said land on the following terms and conditions stipulated herein.

NOW THIS AGREEMENT WITNESSETH as follows :-

ARTICLE - I : DEFINITION

- 1.1. ARCHITECT shall mean any person or firm appointed or nominated by the developer as Architect for the supervision of the construction of the said multi-storied brick built building.
- 1.2. LAWYER shall mean Mr. Uttam Bhattacharya duly engaged by the Developer.
- 1.3. BUILDING shall mean the proposed multi-storied building R.C.C. foundation super structure R.C. columns beams slabs, outside wall of 8" inchs, inside wall 5" inchs and partition wall 3" inchs building to be constructed on the said premises of the land owner according to the drawing plans and specifications approved and duly signed by the land ownerd and to be sanctioned by the New Barrackpore Municipality and constructed in conformity with the details of construction/specification given in the Fourth Schedule hereunder written.
- 1.4. BUILDING PLAN shall mean drawing, plans and specification for the construction of the said building to be sanctioned by the competent authority and shall include any renewal or amendments hereto and/or modifications thereon made or caused to be made by the developer after due approved and signature of the land owners or any other Government authority at the cost of the Developer.

- 1.5. LAND OWNER shall mean and include SRI KARAN KOCHAR, son of Sri Jagat Kochar, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 82, Ultadanga Main Road, P.O. & P.S. Ultadanga, Kolkata- 700 067, all his successors, administrators and legal representatives.
- PRIVATE LIMITED, (U70200WB2009PTC137276) having its office at Mercantile Building, 9/12, Lal Bazar Street, Block- "B", P.O. G.P.O. Lal Bazar, P.S. Hare Street, Suite No: 3049B, Kolkata- 700 001, a Company within the meaning of Indian Companies Act, 1956, having its Registered office at Mercantile Building, 3rd Floor, Block- "B", Suite No: 3049B, 9/12, Lal Bazar Street, Kolkata- 700 001, being represented by its Directors, (1) SRI KARAN KOCHAR, son of Sri Jagat Kochar, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 82, Ultadanga Main Road, Kolkata- 700 067, (2) SRI KUNAL KOCHAR, son of Sri Jagat Kochar, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 82, Ultadanga Main Road, Kolkata- 700 067, and (3) VISHAL GARG, son of Suresh Kumar Garg, by faith-Hindu, by occupation- Business, by Nationality-Indian, residing at 138, G.T. Road (South), Howrah- 711102.
- 1.7. PREMISES shall mean and include ALL THAT piece and parcel of land measuring about 2 (Two) Cotthas 1 (One) Chittaks be the same a little more or

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less in Scheme No: III, under the Development Scheme, Khatian No: 1076, C.S. Dag No: 584, 1485, R.S. Dag No: 250/584 (Land measuring about 8 Chittaks 14 Square feet) and 252/1485 (Land measuring about 1 Cottha 8 Chittaks 31 Square feet), in Mouza- Kodalia, J.L. No: 36, Co-operative Ward No: 8, Municipal Ward No: 13, Holding No: 139/4, within New Barrackpore Municipality, under Police Station- Khardah, thereafter Ghola at present New Barrackpore, A.D.S.R.O. Barrackpore at present Sodepur, District North 24 Parganas.

- 1.8. SUPER BUILD UP AREA shall mean and include the spaces in the building available for independent use and occupation excluding the space demarcated for common facilities and services according to the sanction Building Plan sanctioned by the New Barrackpore Municipality.
- 1.9. <u>COMMON FACILITIES</u> shall mean and include corridors, stairways, roof and other space and facilities, whatsoever required for establishment, enjoyment, maintenance and management of the building as shall be determined by the Architect of the building.
- 1.10. The name of the said (G+) Multi-Storied building shall be decided by both the parties latter on.

- 1.11. LAND OWNERS' ALLOCATION Shall mean the constructed area of the proposed multi-storied building in the following manner:
- [a] One self contained residential Flat measuring about 500 Square Feet (Super built up area) on the Top Floor (Back side) of the proposed multistoried building against the development of said landed property.
- 1.12. <u>DEVELOPER'S ALLOCATION</u> shall mean and include the remaining portion [save and except the Owner's allocation] and top of the Roof right of the proposed multi- storied building together with undivided proportionate share of land comprised in the premises after providing owners' allocation as aforesaid which is more fully described in the Third Schedule written hereunder.

ARTICLE - II : PLAN

- 2.1. This agreement shall be deemed to have commenced on and with effect from the date of the execution of these presents subject to availability of plan sanction.
- 2.2. Immediately after the execution of this agreement the Developer in consultation with a qualified architect shall prepare a plan for the construction of building and submit the same before the competent authority and for the

purpose of submitting the plan the owner shall extend its co-operation. The owner shall also execute a registered Power of Attorney in favour of the Developer to represent the owner from time to time before the competent authority/authorities. The developer shall obtain all permissions and approvals as required by law and bear all costs, charges and expenses as may be necessary or be required from time to time for the purpose of sanctioning the plan.

- 2.3. The Developer shall bear and pay all such charges for the sanction of the building as shall be required by the competent authority.
- 2.4. All application and other necessary papers and document and drawings plans and specification in connection with the construction of the said building shall be signed by the owner and submitted by the Developer who shall pay and bear all fees charges and expenses required to be paid or deposited. And the owner also get permission for Development/Sale permission from the competent authority.

ARTICLE - III : DEVELOPER/PROMOTER'S RIGHTS

3.1. The Developer/Promoter shall have authority to deal with the Developer's allocated portion in the proposed building in terms of the agreement or negotiate

with any person or persons or enter into any contract or agreement or borrow money or take any advance against their subject to observance of all terms and conditions contained herein. Provided that no change shall be created on the said property.

- 3.2. The land owner hereby grant subject to what have been hereunder provided, exclusive right to the Promoter/Developer to build the proposed new building upon the said premises in accordance with the plan to be sanctioned by the New Barrackpore Municipality in the name of the land owner with or without any amendment and/or modification there to made or caused to be made by the parties thereto.
- 3.3 That the Promoter/Developer shall carry the demolishing and/or construction work at its own cost in a most skilful manner and shall remain fully liable for all its acts, deeds and things whatsoever. The old building materials will be the property of the Promoter/Developer. The Developer shall dispose of the present existing structure standing over the first schedule property at its own risk and cost of the Developer and shall receive the amount of such disposal.
- 3.4. That Booking from intending purchaser for Promoter/Developer's allocation will be taken by the Promoter/Developer and the agreement with the intending purchaser will be signed in his own name on behalf of the owner as an <u>ATTORNEY</u> HOLDER.

- 3.5. That the selling rate of the Developer/Promoter's allocation will be fixed by the Promoter/Developer without any permission or consultation with the owner. The profit & loss earned from the project will be entirely received or borne by the Promoter/ Developer and no amount will be adjusted from the owner's allocation on account of loss or vice versa on account of profit from Developer/Promoter's allocation.
- 3.6. Promoter/Developer is empowered to collect consideration money from the sale of Promoter's allocation from the intending purchaser and issue money receipt in its own name and more over take advance of consideration money from the intending purchasers for Developer's allocation only.
- 3.7. That on completion of the proposed multi-storied building when the flat/flats are ready for giving possession the Developer will put the land owner's allocation at earliest on priority in complete sense and manner as desired by the owners. The possession letter will be signed by the Developer/Promoter as the representatives and Power of Attorney holder of the owner. The Deed of Conveyance will be signed by the Developer/Promoter on behalf of and as representatives and registered Power of Attorney Holder of the owners and the owner will sign the Deed of Conveyance as Vendors if needed.
- 3.8. All construction cost will be borne by the Promoter/Developer and no liability on account of construction cost will be charged from owner's allocation.

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ARTICLE - IV : CONSIDERATION

- 4.1. The Promoter have agreed to build the said proposed building at its own cost and expenses and owner shall not be required to contribute any sums towards the construction of the said building or otherwise.
- 4.2. In consideration of the owner having agreed to grant exclusive right for developing the said premises in addition to the owner's allocation as herein provided, as mentioned above.
- 4.3. Apart from the aforesaid consideration which have already been made by the Developer/Promoter to the owners as indicated in first clause of this article, hereinabove written, the Promoter have agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of developing of the said premises and/or this development agreement and such consideration for all practical purposes will be deemed to be apparent consideration which are as follows:-
- a) Space allocation to the owner;
- b] Cost charges and expenses incurred for construction, erection and completion of the said new building at the said premises.

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- c] Costs, charges and expenses on account of causing the plan or map prepared for the purpose of obtaining sanction by the New Barrackpore Municipality.
- d] Costs, charges and expenses incurred for installation of Engine if any and also sewerage drainage and other connections.
- e] Fees payable to architect and the Engineers as also fees payable to the New Barrackpore Municipality for the purpose of obtaining necessary permission of sanction of sewerage drainage and water connection.
- f] Legal expenses incurred and paid for this development agreement and all other expenses and charges for the purpose of development of the said premises.
- g] Cost of supervision of construction of the owner's allocation of the said premises.

ARTICLE -V : DEALING OF SPACE IN THE BUILDING

5.1. The Developer shall on completion of the building put the land owner in undisputed possession of the owner's allocation <u>TOGETHERWITH</u> all rights of the common facilities and amenities.

- 5.2. The owners shall be entitled to transfer or otherwise deal with owner's allocation in the building. The Developer shall not put in any interference by any means with or disturb the quiet and peaceful possession of the Owner's allocation.
- 5.3. The developer shall be exclusively entitled to the developer's allocation in the building with exclusive right to transfer the same subject to the provisions hereof and the owner shall not put in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation.
- 5.4. In so far as necessary all dealing by the developer in respect of the building including agreement for sale or any kind of transfer receiving advance money concerning developer's allocation shall be in the name of the owner for which purpose the cwner undertake to give the developer a Registered General Power of Attotrney. It being understood that such dealing shall not in any manner bind or create any financial liability upon the land owner.
- 5.5. The land owner has agreed to join and execute all such Conveyance or Conveyances which shall be require from time to time in respect of Developer's allocation in favour of the nominees/agents of the Developer without claiming anything and the owner's allocation have referred herein above is the full and final consideration in respect of the Development Agreement.

ARTICLE -VI : POWER AND PROCEDURE

6.1. The owner shall execute and register a Power of Attorney and/or give necessary authority in writing in favour of the Developer/Promoter including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance only for Developer's allocation.

ARTICLE -VII: TIME

7.1. That the Developer shall be bound to submit the building plan in respect of the aforesaid land with a view to make a multi-storied building thereon and the Developer shall bound to complete the owner's allocation within 18 (Eighteen) months from the date of sanction of the building plan. If the Developer fails to complete the construction within the stipulated period in this regard the Developer liable to pay the interest @ 12% of agreement money in favour of the Owner. This Agreement shall be valid till completion of the said project and the owner shall have no right to cancel the said Agreement in any way or in any manner.

ARTICLE -VIII : NEW BUILDING

8.1. The Developer shall at its own costs construct, and complete the new building at the said premises in accordance with the sanctioned plan with good

and standard materials as may be specified by the Architect and approved by the Developer and the Owner from time to time.

8.2. The Developer shall install, erect in the building at Promoter's own cost expenses pump, water storage tank, over head reservoir, electrification, permanent electric connection from the W.B.S.E.D.C.L. and until permanent electric connection is obtained temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis.

It is mentioned that the developer shall obtain the electricity connection of the entire building from W.B.S.E.D.C.L. but the land owner will bear the proportionate cost of Transformer and Electric Meter for land owner's allocation and should be paid to the Developer as and when required.

- 8.3. All costs, charges and expenses including Architect's fees shall be discharged and paid by the promoter and the owner shall bear no responsibility in this context.
- 8.4. The owner shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said premises upto the date of this agreement. It is further agreed by and between the parties that the owner shall not pay any taxes as

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Municipal taxes and other taxes in respect of the said property from the date of execution of these presents. All such taxes outgoing and electricity charges in respect of the said properties would be borne by the promoter from the date of execution of these presents upto the date of handing over owner's allocation. From the date of completion and handing over the possession of the owner's allocation and the promoter, shall be borne in proportionate share all Municipal and other taxes respectively.

ARTICLE - IX : OWNER'S RIGHT & REPRESENTATIONS

- 9.1. The owner shall deliver, vacant khas possession of the said premises to the developer on the date of execution of this agreement along with all necessary original documents in respect of the land required by the developer for sanctioning of the building plan and for completion of the proposed multi storied building and the developer shall issue a letter confirming such delivery of possession by the owner to the developer.
- 9.2 The said premises is free from all encumbrances and the owner have a good and lawful marketable title in respect of the said premises including above.

9.3. That the owner shall hand over all the necessary photo copies alongwith original documents to the Developer for obtaining the sanctioned plan and other necessary formalities for the completion of the proposed multi storied building as and when required.

ARTICLE - X : COMMON FACILITIES

- 10.1. The Promoter shall pay and bear all property taxes and other dues and outgoing in respect of the said premises accordingly due as and from the date of execution this agreement.
- 10.2. The owner and the developer shall punctually and regularly pay taxes etc. for their respective allocations. The said rates and taxes to the concern authority or otherwise as may be mutually agreed upon between the owner and the developer.
- 10.3. As and from date of service of notice of possession the owner shall also be responsible to pay and bear and shall pay to the Owners Association of this building, the service charges for the common facilities in the new building payable in respect of the owner's allocation such charges are to include proportionate share of premium for the insurance of the building water, fire and damaging charges and taxes light sanction and maintenance occasional repair and renewal charges, for

all connection and management of common facilities, renovation, replacement, repair and maintenance chargeable expenses for the building and for all common wiring pipes electrical and mechanical equipments, pumps motors and other electrical and mechanical installation, appliances, stairways and other facilities whatsoever as may be mutually agreed from time to time.

10.4. Any transfer of any part of the owner's allocation in the new building shall be subject to the other provision thereof and the owner shall there after be responsible in respect of the space transferred to pay the said rates and service charges for the common facilities.

ARTICLE - XI : OWNER'S OBLIGATION

11.1. The owner's allocation in the building shall be subject to the same restrictions and use as applicable to the developers allocation in the building intended for common floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the others and/or the occupants of the building indemnified from and against the consequence of any breach.

11.2. The owner shall permit the developer and its servants and agents with or without workman and other at all reasonable time to enter into and upon their owner's allocation and every part thereof for the purpose of maintenance or remaining any part of the building and/or for the purpose of repairing maintaining cleaning lighting and keep in order the purpose of building down maintaining repairing and testing drainage and pipes electric wires and for the purpose of repairing maintaining cleaning lighting and keep in order the purpose of pulling down maintaining repairing and testing drainage and pipes electric wires and or for the similar purpose.

ARTICLE - XII : COMMON RESTRICTIONS

- 12.1. The owner hereby agree and covenant with the developer not to cause any interference or hindrance in the construction of the proposed building for the benefits of all occupiers of the building which shall include as following:-
- 12.2. Neither party shall use or permit to be used the respective allocation in the said building or any portion thereof for trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

- 12.3. Neither party shall demolish any wall or other structure in his respective allocation or any portion thereof or make any structural alteration thereon without the previous consent of others in this behalf.
- 12.4. Neither party shall transfer or permit to transfer of his respective allocation or any portion unless such party shall have observed and performed all the condition on their respective part to be observed and/or performed the proposed transferred shall have given written undertaking to the terms and conditions hereof and of these presents and further that such transferred shall pay all and whatsoever shall be payable in relation to the area in his possession.
- 12.5. Both the parties shall abide by all laws, bye-laws rules and regulations of the Government statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviations, violations and/or breach of any of the said laws bye laws and regulations.
- 12.6. The respective allocation shall keep the interior walls, sewerages, drains, pipes and other fittings and fixtures and appurtenances building at the said premises by the Developer.

12.7. The owner hereby agree and covenant with the developer not to do any act, deed or things whereby the developer may be prevented from selling assigning and/ or disposing of any of the developer's allocated portion of the building at the said premises.

ARTICLE - XIII : DEVELOPER'S OBLIGATION

- 13.1. The developer hereby agree and covenants with the owners not to violate or contravenes any of the provisions of the rules applicable to construction of the said building.
- 13.2. The developer hereby agrees and covenants with the owner not to do any act, deed or things whereby the owner is prevented from enjoying, selling assigning and/or disposing of any owner's allocation in the building at the said premises.
- 13.3. The Developer shall not take any loan from Bank or Banks or any financial institution against the property as mentioned in the First Schedule written hereunder but if any intending purchaser or purchasers shall proceed for taking loan in respect of any flat/flats or shop/shops or garage/garages in the First Schedule written

hereunder, the Developer shall help to the said Purchaser or purchasers for sanctioning loan and in this regard the owner have no responsibility against the said loan.

ARTICLE - XIV : OWNER'S INDEMNITY

- 14.1. The owner hereby undertake that the developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbance provided the developer performs and fulfils the terms and conditions herein contained and/or its part to be observed and performed.
- 14.2. The owner herein shall execute a Registered General Power of Attorney in favour of the Developer herein in respect of the land mentioned in the First Schedule written hereunder.

ARTICLE - XV : DEVELOPER'S INDEMNITY

15.1. The developer hereby undertakes to keep the owner indemnified against all third party claim and actions arising out of the any sorts of act or occupation commission of the developer in relation to the construction of the said building.

15.2. The developer hereby undertakes to keep the owner 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 for any defect therein.

ARTICLE - XVI : MISCELLANEOUS

- 16.1. Immediately upon the developer obtaining vacant possessions of the premises for the development shall fix its hoardings and banners and be entitled to start construction if law of the land so permit otherwise shall construct on obtaining sanction of the building plan from the competent authority.
- 16.2. It is understood that from time to time to facilitate the construction of the said building by the developer various act, deeds, matters and things not hereby specified may be required to be done by the developer for which the developer may need the authority of the owner and various applications and other documents may be required to be signed or made by the owner related to which specific provisions may not have been mentioned herein. The owner hereby undertake to do all such acts, deeds, matters and things and when required and the owner shall execute

16.6. That the Developer shall bear cost of completion certificate for obtaining the same from the New Barrackpore Municipality.

ARTICLE - XVII : LEGAL ACTION

17.1. That if any dispute and differences shall arise between the parties hereto regarding the construction or interruption of any of the terms and conditions herein contained or touching these presents or determination of any liablity of any of the parties under this agreement, the same shall be referred to the arbitrator under Arbitration and Conciliation Act, 1996. On the other hand both parties shall have every right to take shelter of law against each and other for violating the terms and conditions of this Agreement.

ARTICLE - XVIII : FORCE MAJEURE

18.1. The parties shall not be considered to be liable for any obligations hereunder to the extent that performance of relating obligations prevented by the existence of the force majeure and shall be suspended for the obligation during the duration of the force majeure.

19.2. <u>FORCE MAJEURE</u> shall mean flood, earthquake, riot, war, storm, tempest civil commotion, strike and/or any other act of commission beyond the control of the parties hereto.

FIRST SCHEDULE REFERRED TO ABOVE

(Description of land)

ALL THAT piece and parcel of land measuring about 2 (Two) Cotthas 1 (One) Chittaks be the same a little more or less in Scheme No: III, under the Development Scheme, Khatian No: 1076, C.S. Dag No: 584, 1485, R.S. Dag No: 250/584 (Land measuring about 8 Chittaks 14 Square feet) and 252/1485 (Land measuring about 1 Cottha 8 Chittaks 31 Square feet), situated in Mouza-Kodalia, J.L. No: 36, Co-operative Ward No: 8, within the local limits of New Barrackpore Municipality, under Ward No: 13, being Holding No: 139/4, Police Station- Khardah, thereafter Ghola at present New Barrackpore, A.D.S.R.O. Barrackpore at present Sodepur, District North 24 Parganas, with all sorts of rights of easement and hereditaments annexed thereto, the plot of land to be developed has been shown and delineated in the Map or Plan annexed hereto with "RED" border and the said Map or Plan is to be treated as a part of this Development Agreement, butted and bounded in the manner following:

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On the North

Hiren Paul & others.

On the South

P/o. Gold Smith Commercial Pvt. Ltd. (Holding No: 139).

On the East

Arun Roy & others Land.

On the West

16 feet 6 inches wide Sahid Sarani.

SECOND SCHEDULE REFERRED TO ABOVE

(Owner's Allocation)

- 1.11. <u>LAND OWNER'S ALLOCATION</u> Shall mean the constructed area of the proposed multi-storied building in the following manner:
- [a] One self contained residential Flat measuring about 500 Square Feet (Super built up area) on the Top Floor (Back side) of the proposed multi-storied building against the development of said landed property.

THIRD SCHEDULE REFERRED TO ABOVE

(Developer's Allocation)

<u>DEVELOPER'S ALLOCATION</u> shall mean and include all other constructed areas of the said proposed building apart from aforesaid such Owner's allocation mentioned above shall be treated as Developer's Allocation and all the aforesaid

[[33]]

Developer's allocation will include and/or together with undivided proportionate share of the underneath land morefully mentioned in the First Schedule hereunder above written alongwith all common areas and facilities relating to the said proposed Multi storied building.

THE FOURTH SCHEDULE REFERRED TO ABOVE [Specification]

STRUCTURE:

Reinforced concrete fram structure with premium quality cement.

WALL

- . Conventional Fly Ash Brick for intrnal and External Walls, plastered with cement.
- . Smooth impervious Plaster of Paris inside and in the common lobby.

FLOORING

- . Verified Tiles in Bedrooms, Living Dining Area & Kitchen.
- . Non-Slippery Ceramic Tiles in Bathrooms.
- . Glazed Tiles on the Bathrom Walls up to height of the Door.
- . Common Stair-case andlobby in Vitrified ceramic tiles/equivalent Marbal Finish.
- . Wooden Ceramic Vetrified Tiles in Master Bedroom.

KITCHEN

- . Black Stone Platform/Counter Tops.
- . Dado Tiles up to 2 feet above the Counter/Platform.
- . Stainless Steel Sinks with Provision for
- . Water Line for Aquaguard.

WINDOW

. Fully Glazed sliding Anodized Aluminium Window with 4 mm clear Glass.

ELECTRICAL

- . Concealed Copper Wiring (ISI Mark)
- Ample Electrical Points in Bedroom, Living/Dining, Kitchen and Bathrooms.

LIFT :

. Semi-Automatic Lift of Mme Elevators or equivalent make.

DOOR

. 30 mm Wooden Flush Doors with 2 coat of primer.

SANITARY FITTINGS

- . Quality White Sanitary Ware Fittings.
- . Hot & Cold Water Lines in Shower.
- . Geyser and Exhaust Fan provision.
- . CP Fittings of good quality make.

[[35]]

EXTERNAL FACADE

. Quality Superior Sun Reflect/Weather proof Exterior Finish.

EXTRA CHARGES:

Extra work: Any extra work other than the standard schedule shall be charged extra and such amount shall be deposited by the land owner before the execution of such works to the Developer.

THE FIFTH SCHEDULE REFERRED TO ABOVE [COMMON AREAS, COMMON FACILITIES AND COMMON AMINITIES]

The owner of the Land alongwith other co-owners, occupiers, society or syndicate or association shall allow each other the following easement and quasi-easements right, privileges etc.

- i] Land under the said building described in the "First Schedule".
- ii] All sides spaces, back spaces, paths, passages, drains ways in the said building.
- iii] General lighting of the common portions and spaces for installations of electric meter in General.

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- iv] Drains and sewers from the building in the Municipal connection drains and or sewerage.
- V] Stair and staircase landings.
- vi] Lobbies in each floor.
- vii] Common septic Tank.
- viii] Common water Pump.
- ix] Common Water Tank.
- x] Common Electric Line.
- xi] Lift (3 +1 persons capacity).
- xii] Water and sewarage evacation from the pipes of the every units, to drain and sewerage common to the said building.
- xiii] After delivery of possession maintenance cost will be borne by the Flat owner.

IN WITNESS WHEREOF both the parties hereto (i.e. Owner & Developers herein) have gone through the subject matter of this Deed of Development Agreement and after having clearly understood all the recitals and terms and conditions contained herein and put their respective hands and seal on the day month and year first above written.

SIGNED, SEALED AND

DELIVERED in the presence of

WITNESSES:

1. Anog Banschi Madhjangsam. Kol-129.

Karan lochar

2. Basu der Las Barasat Court SIGNATURE OF THE OWNER.

GOLDSMITH COMMERCIAL PVT. LTD.

Director

Drafted by :

{ Uttam Bhattacharya \$/19 03/20 (1)

Judges' Court Barasat.

Printed by:

Bepul Krman Khopk

{ Bipul Kumar Ghosh } Madhyamgram. GOLDSMITH COMMERCIAL PVT. LTD.

2. Kura Kocha

Director

GOLDSMITH COMMERCIAL PVT. LTD.

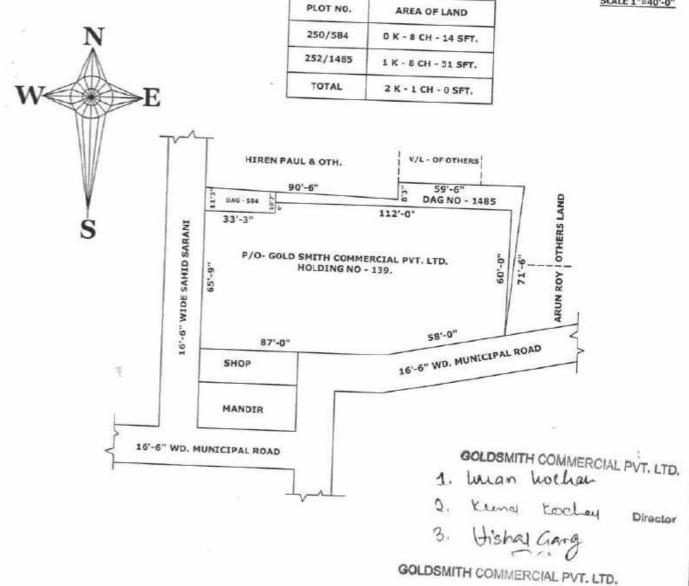
3. Vishal Garg

Director

SIGNATURE OF THE DEVELOPERS.

TE PLAN OF LAND AT MOUZA - KODALIA, J.L NO - 36, Re.Su. NO -3, R.S DAG NO - 250/584 & 252/1485, KHATIAN NO - 1076, UNDER NEW BARRACKPORE MUNICIPALITY, WARD NO - 13, HOLDING NO -P.S - NEW BARRACKPORE, WARD NO - 8, HOLDING NO - 139/4, SAHID SARANI, DIST.- NORTH 24 PARGANAS.

SCALE 1"=40'-0"



havan tweehan

SIGNATURE OF THE OWNER

SIGNATURE OF THE DEVELOPERS

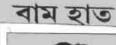
Beredujining, Sorthphingues

DRAWN BY.

UNDER RULE 44A OF THE I.R. ACT 1908

(1) Name: KARAN KOCHAR

LITTLE	RING	MIDDLE	FORE	THUMB
•	6		**	
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THUMB	FORE	MIDDLE	RING	LITTLE
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40.00	eg.		343	





Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriates status)

(2) Name: KUNAL KOCHAR

LITTLE	RING	MIDDLE	FORE	THUMB	
					বাম হাত
THUMB	FORE	MIDDLE	RING	LITTLE	00
					91-1 710

All the above fingerprints are of the above named person and attested by the said person.

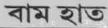
Kuna Kocha

Signature of the Presentant

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.

UNDER RULE 44A OF THE I.R. ACT 1908

LITTLE	RING	MIDDLE	FORE	THUMB
	6			
THUMB	FORE	MIDDLE	RING	LITTLE





Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardiar/Testator. (Tick the appropriates status)

(2) Name: KARAN KOCHAR

LITTLE	RING	MIDDLE	FORE	THUMB	1
THUMB	FORE	MIDDLE	RING	LITTLE	-
				0	

বাম হাত



All the above fingerprints are of the above named person and attested by the said person.

haran luchan

Signature of the Presentant

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.









मारत सरकार GOVT. OF INDIA

VISHAL GARG

SURESH KUMAR GARG

Permanent Account Number

ALUPG5460B

Vista Gary

Stanton /





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Major Information of the Deed

gerd No:	I-1501-00920/2018	Date of Registration 08/02/2018				
Query No / Year	1501-1000038959/2018	Office where deed is registered				
Query Date 06/02/2018 1:30:20 PM		D.S.R I NORTH 24-PARGANAS, District: No. 24-Parganas				
Applicant Name, Address & Other Details	Uttam Bhattacharya Barasat, Thana: Barasat, District Mobile No.: 9830214254, Status	: North 24-Parganas, WEST BENGAL, PIN - 700124, :Advocate				
Transaction		Additional Transaction				
[0110] Sale, Development agreement	Agreement or Construction					
Set Forth value	49	Market Value				
		Rs. 19,49,062/-				
Stampduty Paid(SD)		Registration Fee Paid				
Rs. 5,000/- (Article:48(g))		Rs. 11/- (Article:E, M(b))				
Remarks) from the applicant for issuing the assement slip.(Urb					

Land Details:

District: North 24-Parganas, P.S.- Khardaha, Municipality: NEW BARRACKPORE, Road: Sahid Sarani, Mouza: Kodalia

Sch	Plot Number	Khatian Number	Land Proposed	Use	Area of Land		Market Value (in Rs.)	Other Details
L1	RS-250/584	RS-1076	Bastu	Bastu	8 Chatak 14 Sq Ft		4,90,875/-	Width of Approach Road: 17 Ft., Adjacent to Metal Road,
	RS- 252/1485	RS-1076	Bastu	Bastu	1 Katha 8 Chatak 31 Sq Ft			Width of Approach Road: 17 Ft, Adjacent to Metal Road,
		TOTAL :			3.4031Dec	0 /-	19,49,062 /-	
	Grand	Total:			3.4031Dec	0 /-	19,49,062 /-	1

Land Lord Details:

SI No	Name,Address,Photo,Finger print and Signature							
1	Name	Photo	Fringerprint	Signature				
	Mr Karan Kochar (Presentant) Son of Mr Jagat Kochar Executed by: Self, Date of Execution: 08/02/2018 , Admitted by: Self, Date of Admission: 08/02/2018 ,Place : Office			baran bochar				
	CONCRETE STATE	08/02/2018	LTI 08/02/2018	08/02/2018				

Major Information of the Deed .- I-1501-00920/2018-08/02/2018

Ultadanga Main Road, P.O:- Ultadanga, P.S:- Ultadanga, District:-North 24-Parganas, West Sengal, India, PIN - 700067 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALMPK8040M, Status: Individual, Executed by: Self, Date of Execution: 08/02/2018, Admitted by: Self, Date of Admission: 08/02/2018, Place: Office

Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
20	Goldsmith Commercial Pvt Ltd 9/12 Lal Bazar Street, P.O:- G P O Lal Bazar, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No.:: AADCG6790M, Status: Organization, Executed by: Representative

Representative Details:

	Name, Address, Photo, Finger print and Signature					
1	Name	Photo	Finger Print	Signature		
The second secon	Mr Karan Kochar Son of Mr Jagat Kochar Date of Execution - 08/02/2018, Admitted by: Self, Date of Admission: 08/02/2018, Place of Admission of Execution: Office			Caran hochar		
		Feb 8 2018 1:55PM	LTI 08/02/2018	08/02/2018		

82 Ultadanga Main Road, P.O:- Ultadanga, P.S:- Ultadanga, District:-North 24-Parganas, West Bengal, India, PIN - 700067, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No.:: ALMPK8040M Status: Representative, Representative of: Goldsmith Commercial Pvt Ltd (as director)

Name		Photo	Finger Print	Signature	
Mr Kunal Kocha Son of Mr Jagat Ko Date of Execution - 08/02/2018, Admis Self, Date of Admis 08/02/2018, Place Admission of Execu	ochar hitted by: ssion:			temal toplay	
00.1111		Feb 8 2018 1:56PM	LTI 68/02/2018	98/02/2018	

82 Ultadanga Main Road, P.O:- Ultadanga, P.S:- Ultadanga, District:-North 24-Parganas, West Bengal, India, PIN - 700067, Sex: Male, By Caste, Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AXWPK6159M Status: Representative, Representative of: Goldsmith Commercial Pvt Ltd (as director)

3	Name	Photo	Finger Print	Signature
	Mr Vishal Garg Son of Mr Suresh Kumar Garg Date of Execution - 08/02/2018, Admitted by: Self, Date of Admission: 08/02/2018, Place of Admission of Execution: Office			Jishalaarg
		Feb 8 2018 1:56PW	LTI 08/02/2018	08/92/2018

138 G T Road, P.O:- Howrah South, P.S:- Howrah, Howrah, District: Howrah, West Bengal, India, PIN - 711102, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALUPG54608 Status: Representative, Representative of: Goldsmith Commercial Pvt Ltd (as director)

Major Information of the Deed :- I-1501-00920/2018-08/02/2018

Details :

Name & address

of Late P K Das

asat Court, P.O:- Barasat, P.S:- Barasat, District-North 24-Parganas, West Bengal, India, PIN - 700124, Sex: Male, Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Mr Karan Kochar, Mr Karan Kochar, Mr Kunal Kochar, Mr Vishal Garg

Basuder das.

08/02/2018

Trans	fer of property for L	1
	From	To. with area (Name-Area)
1	Mr Karan Kochar	Goldsmith Commercial Pvt Ltd-0.857083 Dec
Trans	fer of property for L	2
	From	To. with area (Name-Area)
1	Mr Karan Kochar	Goldsmith Commercial Pvt Ltd-2.54604 Dec

Endorsement For Deed Number : I - 150100920 / 2018

On 06-02-2018

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 19,49,062/-



Supriya Chattopadhyay DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - I NORTH 24-PARGANAS

North 24-Parganas, West Bengal

On 08-02-2018

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.

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

Presented for registration at 13:43 hrs on 08-02-2018, at the Office of the D.S.R. - I NORTH 24-PARGANAS by Mr Karan Kochar Executant.

Major Information of the Deed :- I-1501-00920/2018-08/02/2018

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

is admitted on 08/02/2018 by Mr Karan Kochar, Son of Mr Jagat Kochar, 82 Ultadanga Main Road, P.O. anga, Thana: Ultadanga, , North 24-Parganas, WEST BENGAL, India, PIN - 700067, by caste Hindu, by assion Business

andetified by Mr Basudev Das, , , Son of Late P K Das, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 08-02-2018 by Mr Karan Kochar, director, Goldsmith Commercial Pvt Ltd, 9/12 Lal Bazar Street, P.O.- G P O Lal Bazar, P.S.- Hare Street, Kolkata, District.-Kolkata, West Bengal, India, PIN - 700001

Indetified by Mr Basudev Das, , , Son of Late P K Das, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Execution is admitted on 08-02-2018 by Mr Kunal Kochar, director, Goldsmith Commercial Pvt Ltd, 9/12 Lal Bazar Street, P.O:- G P O Lal Bazar, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001

Indetified by Mr Basudev Das. , , Son of Late P K Das, Barasat Court, P O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Execution is admitted on 08-02-2018 by Mr Vishal Garg, director, Goldsmith Commercial Pvt Ltd, 9/12 Lal Bazar Street, P.O:- G P O Lal Bazar, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001

Indetified by Mr Basudev Das, , , Son of Late P K Das, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 11/- (E = Rs 7/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 11/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,000/- and Stamp Duty paid by Stamp Rs 5,000/- Description of Stamp

1. Stamp: Type: Impressed, Serial no 1585, Amount: Rs.5,000/-, Date of Purchase: 07/02/2018, Vendor name: J K Bose



Supriya Chattopadhyay DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - I NORTH 24-PARGANAS

North 24-Parganas, West Bengal

Major Information of the Deed :- I-1501-00920/2018-08/02/2018

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1501-2018, Page from 24626 to 24678
being No 150100920 for the year 2018.





Digitally signed by SUPRIYA CHATTOPADHAY Date: 2018.02.26 11:12:36 +05:30 Reason: Digital Signing of Deed.

(Supriya Chattopadhyay) 2/26/2018 11:12:07 AM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - I NORTH 24-PARGANAS West Bengal.

(This document is digitally signed.)