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B. A. M.
 Additional District Sub-Registrar
 Kalyanpur, Howrah, North 24-Pgs.

29 MAR 2019

DEVELOPMENT
AGREEMENT

1. Date : 29th March 2019
2. Place : Kolkata
3. Parties :
 - 3.1 PULIN HALDER IPAN
NO. ABOPH8087KJ &

202226

Sl. No. :

Name :

Address :

Rs.

Kolkata Col. Secy
11, Netaji Subhas Rd.,
Kolkata-1

Date:

Pinaki Chattopadhyay
Advocate
Batasaj Judges' Court
Reg. No: WB/501/94

12 MAR 2019

Arshi Kr. Saha
Licensed Stamp
Vendor



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

12 9 MAR 2019

*Prishta Das
Advocate
Batasaj-jud Court*

[MOBILE NO. 8697687284], son of Dinesh Halder, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Vill, Gouranganagar, Sreekrishna Pally, P.O. Gouranganagar, P.S. New Town, Kolkata - 700162, District North 24 Parganas, West Bengal.

- 3.1.1 SHIKHA HALDER [PAN NO. ARVPH1493A] & [MOBILE NO. 7450830495], wife of Pulin Halder, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Vill, Gouranganagar, Sreekrishna Pally, P.O. Gouranganagar, P.S. New Town, Kolkata - 700162, District North 24 Parganas, West Bengal.

Hereinafter jointly called and referred to as the "LANDOWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns and nominee or nominees) of the ONE PART.

AND

- 3.2 MAA JAGADHATRI CONSTRUCTION [PAN NO. ABJFM6217D], a Partnership Firm, having its office address at 14 No. Station Road, Berhampur, P.O. & P.S. Berhampur, District - Murshidabad, Pin - 742101, West Bengal, and having its city and corresponding office at F/D-7/3, Vidyasagar Pally, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, represented by its Partners namely: (1) ANUPAMA MUKHERJEE [PAN NO. BJQPM1407H] & [MOBILE NO. 8017685033], wife of Ashis Mukhopadhyay, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at RGM-12/59, Jhowtala, Hatiara, P.O. Hatiara, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal & (2) SANJAY CHOWDHURY [PAN NO. AFSPC8362A] & [MOBILE NO. 8777020665], son of Nirmal Chowdhury, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at F/D-7/3, Vidyasagar Pally, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representative, and assigns) of the OTHER PART.

Landowners and the Developer collectively Parties and individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Development :**
- 4.1 **Development Project & Appurtenances :**
- 4.1.1 **Schedule/Project Property : ALL THAT piece and parcel of a demarcated plot of land measuring :**

<u>C.S. Dag No.</u>	<u>R.S. Dag No.</u>	<u>C.S. Khatian No.</u>	<u>R.S. Khatian No.</u>	<u>L.R. Khatian No.</u>	<u>Nature of Land</u>	<u>Total Plot of Land K - CH - SFT</u>
1317	1369	616	1044	3173 & 3174	Bastu	00 - 14 - 36
1318	1370	616	658	3173 & 3174	Bastu	01 - 01 - 09 02 - 00 - 00

In total a demarcated plot of Bastu land measuring 2 (Two) Cottahs be the same a little more or less including cemented flooring Tiles Shed measuring 100 (One Hundred) sq.ft. more or less, comprised in C.S. Dag Nos. 1317 & 1318 corresponding to R.S./L.R. Dag Nos. 1369 & 1370, under C.S. Khatian No. 616, R.S. Khatian Nos. 1044 & 658, L.R. Khatian Nos. 3173 & 3174, lying and situated at Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana - Kalikata, P.S. Rajarhat presently New Town, A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of Jyongra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas. [Sreekrishna Pally, P.O. Gouranga Nagar, Kolkata - 700162], in the State of West Bengal, more fully described in the First Schedule hereinafter written.

5. **Background, Representations, Warranties and Covenants :**
- 5.1 **Representations and Warranties Regarding Title :** The Landowners have made the following representation and given the following warranty to the Developer regarding title.
- 5.1.1 **Absolute Ownership of Haridas Mondal under Deed of Conveyance bearing Deed No. 5955 for the year 1954 :** One Haridas Mondal, son of Late Jogesh Chandra Mondal, was the absolute owner of land measuring 2.59 Acre more or less, comprised in C.S. Dag No. 1317, under C.S. Khatian No. 616, in Mouza - Ghuni, J.L. No. 23, Re.

Sa. No. 232, Touzi No. 1250, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, by purchasing the same from one. Sk. Habibulla, son of Late Sk. Hingu, by strength of a Registered Deed of Conveyance, registered on 08.11.1954, registered in the office of the Sub-Registrar, Cossipore Dum Dum and recorded in Book No. 1, Volume No. 80, Pages 111 to 116, being Deed No. 5955 for the year 1954.

- 5.1.2 **Absolute Ownership of the said Haridas Mondal under Deed of Exchange bearing Deed No. 4328 for the year 1955 :** The said Haridas Mondal also became the absolute owner of land measuring 2.24 Acres of land, comprised in C.S. Dag No. 1318, under C.S. Khatian No. 616, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, by receiving the same, by way of Registered Deed of Exchange, executed among the said Haridas Mondal as One Part and one (1) Basiruddin Mondal, (2) Najimuddin Mondal & (3) Joynuddin Mondal as Other Part. The said Deed of Exchange was registered on 02.05.1955, registered in the office of the Sub-Registrar, Cossipore Dum Dum and recorded in Book No. 1, Volume No. 65, Pages 214 to 215, being Deed No. 4328 for the year 1955.
- 5.1.3 **R.S. Record :** While in absolute possession and absolute ownership over the aforesaid properties, the said Haridas Mondal duly recorded his name in the record of the R.S. Settlement in respect of land measuring 2.59 Acres in R.S. Dag No. 1369 under R.S. Khatian No. 1044, and also land measuring 2.44 Acres in R.S. Dag No. 1370 under R.S. Khatian No. 658.
- 5.1.4 **L.R. Record :** Thereafter the said Haridas Mondal also duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 2095.
- 5.1.5 **Absolute Total Ownership of Haridas Mondal under (1) Deed No. 5955 for the year 1954 & (2) Deed No. 4328 for the year 1955 :** Thus on the basis of the aforesaid Registered Deed of Conveyance, bearing Deed No. 5955 for the year 1954, and on the basis of the aforementioned Registered Deed of Exchange, bearing Deed No. 4328 for the year 1955, and on the basis of the aforesaid records, the said Haridas Mondal, became the absolute owner of land measuring 2.59 Acres more or less in C.S. Dag No. 1317 corresponding to R.S. Dag No. 1369 under C.S. Khatian No. 616, R.S. Khatian No. 1044, L.R. Khatian No. 2095 AND ALSO land measuring 2.24 Acres more or less in C.S. Dag No. 1318 corresponding to R.S. Khatian No. 1370 under C.S. Khatian No. 616, R.S. Khatian No. 658, L.R. Khatian No. 2095, in Mouza - Ghuni,

J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

- 5.1.6 Sale by the said Haridas Mondal to (1) Lal Mani Devi Viswakarma, (2) Sekhar Viswakarma & (3) Amar Viswakarma : While in absolute possession and absolute ownership over the aforesaid properties, the said Haridas Mondal, plotted the aforesaid total land, and sold, transferred and conveyed a plot, being Plot No. 1, land measuring :

<u>C.S. Dag</u>	<u>R.S. Dag</u>	<u>C.S. Khatian</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Sold Property</u>
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>K- CH- SFT.</u>
1317	1369	616	1044	2095	03 - 14 - 36
1318	1370	616	658	2095	01 - 01 - 09 05 - 00 - 00

In total a demarcated plot of land measuring 5 (Five) Cottahs more or less, comprised in C.S. Dag Nos. 1317 & 1318 corresponding to R.S. Dag Nos. 1369 & 1370, under C.S. Khatian No. 616, R.S. Khatian Nos. 1044 & 658, L.R. Khatian No. 2095, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to one (1) Lal Mani Devi Viswakarma, wife of Late Jay Ram Viswakarma, (2) Sekhar Viswakarma & (3) Amar Viswakarma, both sons of Late Jay Ram Viswakarma, by strength of a Registered Deed of Conveyance, registered on 10.03.1995, registered in the office of the A.D.S.R. Bidhanagar, Salt Lake City and recorded in Book No. 1, Volume No. 27, Pages 157 to 162, being Deed No. 1213 for the year 1995.

- 5.1.7 Absolute Joint Ownership of (1) Lal Mani Devi Viswakarma, (2) Sekhar Viswakarma & (3) Amar Viswakarma under Deed No. 1213 for the year 1995 : Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 1213 for the year 1995, the said (1) Lal Mani Devi Viswakarma, (2) Sekhar Viswakarma & (3) Amar Viswakarma, became the absolute joint owners of ALL THAT piece and parcel of land measuring :

<u>C.S. Dag</u>	<u>R.S. Dag</u>	<u>C.S. Khatian</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Joint Ownership</u>
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>K- CH- SFT.</u>
1317	1369	616	1044	2095	03 - 14 - 36
1318	1370	616	658	2095	01 - 01 - 09 05 - 00 - 00

In total a demarcated plot of land measuring 5 (Five) Cottahs more or less, comprised in C.S. Dag Nos. 1317 & 1318 corresponding to R.S. Dag Nos. 1369 & 1370, under C.S. Khatian No. 616, R.S. Khatian Nos. 1044 & 658, L.R. Khatian No. 2095, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

- 5.1.8 **Registered General Power of Attorney Executed by the said Sekhar Viswakarma in favour of his mother, the said Lal Mani Devi Viswakarma :** The said Sekhar Viswakarma executed a Registered General Power of Attorney, appointing his mother, Lal Mani Devi Viswakarma as his constituted attorney, with power to sell, transfer and convey his undivided share in the aforesaid property. The said General Power of Attorney was registered on 14.11.2006, registered in the office of the A.D.S.R. Bidhanagar, Salt Lake City, and recorded in Book No. IV, Volume No. 22, Pages 172 to 180, being Deed No. 00749 for the year 2006.
- 5.1.9 **Joint Sale by the said (1) Lal Mani Devi Viswakarma, (2) Sekhar Viswakarma & (3) Amar Viswakarma to Sanjit Sikder :** The said Lal Mani Devi Viswakarma for self and as constituted attorney of her son, Sekhar Viswakarma and the said Amar Viswakarma, jointly sold, transferred and conveyed a demarcated plot of land measuring 3 (Three) Cottahs more or less out of their aforesaid total plot of land measuring 5 (Five) Cottahs more or less, comprised in C.S. Dag No. 1317 corresponding to R.S. Dag No. 1369, under C.S. Khatian No. 616, R.S. Khatian No. 1044, L.R. Khatian No. 2095, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana - Kalikata, P.S. Rajarhat presently New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to one Sanjit Sikder, son of Rajendra Nath Sikdar, by strength of a Registered Deed of Conveyance, registered on 22.12.2006, registered in the office of the A.D.S.R. Bidhanagar, Salt Lake City and recorded in Book No. 1, CD Volume No. 14, Pages 1112 to 1129, being Deed No. 14728 for the year 2008.
- 5.1.10 **Absolute Remaining Joint Ownership of (1) Lal Mani Devi Viswakarma, (2) Sekhar Viswakarma & (3) Amar Viswakarma after abovenoted Sale :** After selling a part of the aforesaid land to the abovenamed Sanjit Sikder, the said (1) Lal Mani Devi Viswakarma, (2) Sekhar Viswakarma & (3) Amar Viswakarma, became the absolute joint owners of rest of the land measuring :

<u>C.S. Dag</u>	<u>R.S. Dag</u>	<u>C.S. Khatian</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Remaining Ownership</u>
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>K- CH- SFT.</u>
1317	1369	616	1044	2095	00 - 14 - 36
1318	1370	616	658	2095	01 : 01 : 09
					02 : 00 : 00

In total a demarcated and remaining plot of land measuring 2 (Two) Cottahs more or less, comprised in C.S. Dag Nos. 1317 & 1318 corresponding to R.S. Dag Nos. 1369 & 1370, under C.S. Khatian No. 616, R.S. Khatian Nos. 1044 & 658, L.R. Khatian No. 2095, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

5.1.11 **Joint Sale by the said (1) Lal Mani Devi Viswakarma, (2) Sekhar Viswakarma & (3) Amar Viswakarma to the present owners, (1) Pulin Halder & (2) Shikha Halder :** While in absolute joint possession and absolute joint ownership over the aforesaid property, the said (1) Lal Mani Devi Viswakarma, (2) Sekhar Viswakarma & (3) Amar Viswakarma, jointly sold, transferred and conveyed the aforesaid plot of land measuring :

<u>C.S. Dag</u>	<u>R.S. Dag</u>	<u>C.S. Khatian</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Sold Property</u>
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>K- CH- SFT.</u>
1317	1369	616	1044	2095	00 - 14 - 36
1318	1370	616	658	2095	01 : 01 : 09
					02 : 00 : 00

In total a demarcated and remaining plot of land measuring 2 (Two) Cottahs more or less, comprised in C.S. Dag Nos. 1317 & 1318 corresponding to R.S. Dag Nos. 1369 & 1370, under C.S. Khatian No. 616, R.S. Khatian Nos. 1044 & 658, L.R. Khatian No. 2095, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to the present owners, (1) Pulin Halder & (2) Shikha Halder, by the strength of a Registered Deed of Conveyance, registered on 22.12.2006, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, Volume no. 128, Pages 116 to 142, being Deed No. 2228 for the year 2007.

- 5.1.12 **Absolute Joint Ownership of (1) Pulin Halder & (2) Shikha Halder under Deed No. 2228 for the year 2007 :** Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 2228 for the year 2007, the said (1) Pulin Halder & (2) Shikha Halder, Landowners herein, became the absolute joint owners of ALL THAT piece and parcel of a demarcated plot of land measuring :

<u>C.S. Dag</u>	<u>R.S. Dag</u>	<u>C.S. Khatian</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Joint Ownership</u>
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>K- CH- SFT</u>
1317	1369	616	1044	2095	00 - 14 - 36
1318	1370	616	658	2095	01 - 01 - 09 02 - 00 - 00

In total a demarcated and remaining plot of land measuring 2 (Two) Cottahs more or less, comprised in C.S. Dag Nos. 1317 & 1318 corresponding to R.S. Dag Nos. 1369 & 1370, under C.S. Khatian No. 616, R.S. Khatian Nos. 1044 & 658, L.R. Khatian No. 2095, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

- 5.1.13 **L.R. Records :** While in absolute joint possession and absolute joint ownership over the aforesaid property, the said (1) Pulin Halder & (2) Shikha Halder duly recorded their names in the record of the L.R. Settlement, as follows :-

<u>Name</u>	<u>L.R. Khatian No.</u>	<u>Nature of Land</u>
Pulin Halder	3173	Bastu
Shikha Halder	3174	Bastu

6. **Desire of Development of the Land & Acceptance :** The said (1) Pulin Halder & (2) Shikha Halder, Landowners herein expressed their desire to develop the aforesaid plot of land, which is more fully described in the First Schedule hereunder written, by constructing a multi storied building thereon, and the present Developer have accepted the said proposal and the present Landowners have decided to enter into the present Development Agreement with the Developer herein for the said demarcated plot of land mentioned above and explicitly described in the First Schedule hereunder written.

7. **Registered Power of Attorney :** For the smooth running of the said project, the Landowners herein agreed to execute a Registered Power of Attorney, by which the

Landowners herein have appointed and nominated the Developer herein, as their Constituted Attorneys, to act on behalf of the Landowners.

8. **DEFINITION :**

- 8.1 **Building :** Shall mean multi storied building/s so to be constructed on the schedule property.
- 8.2 **Common Facilities & Amenities :** Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas and other amenities and facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 8.3 **Saleable Space :** Shall mean the space within the building, which is to be available as an unit/flat for independent use and occupation in respect of Landowners' Allocation & Developer's Allocation as mentioned in this Agreement.
- 8.4 **Landowners' Allocation :** Shall mean the consideration against the project by the Landowners, morefully described in Second Schedule hereunder written.
- 8.5 **Developer's Allocation :** Shall mean all the remaining area of the proposed multi storied building excluding Landowners' Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 8.6 **Architect/Engineer :** Shall mean such person or persons being appointed by the Developer.
- 8.7 **Transfer :** With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowners as a transfer of space in the said building to intending purchasers thereof.
- 8.8 **Building Plan :** Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the competent authority in the name of the Landowners for construction of the building including its modification and amenities and alterations.

8.9 **Built Up Area/Lockable Area** : Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.

8.10 **Total Covered Area** : Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.

8.11 **Super Built Up Area (For any Individual Unit)** : Here super built up area means the total covered area plus service area.

9. LANDOWNERS' RIGHT & REPRESENTATION :

9.1 **Indemnification regarding Possession & Delivery** : The Landowners are now seized and possessed of and/or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.

9.2 **Free From Encumbrance** : The Landowners also indemnify that the schedule property is free from all encumbrances and the Landowners have marketable title in respect of the said premises.

10. DEVELOPER/PROMOTER'S RIGHTS :

10.1 **Authority of Developer** : The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.

10.2 **Right of Construction** : The Landowners hereby grant permission an exclusive rights to the Developer to build new building upon the schedule property.

10.3 **Construction Cost** : The Developer shall carry total construction work of the present multi building at their own costs and expenses. No liability on account of construction cost will be charged from Landowners' Allocation and/or the proposed multi storied building.

- 10.4 **Sale Proceeds of Developer's Allocation :** The Developer will take the sale proceeds of Developer's Allocation exclusively.
- 10.5 **Booking & Agreement for Sale :** Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possession/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowners as a Registered Power of Attorney Holders. All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Landowners.
- 10.6 **Selling Rate :** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowners.
- 10.7 **Profit & Loss :** The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowners' Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 10.8 **Possession to the Landowners :** On completion of the project, the Developer will handover undisputed possession of the Landowners' Allocation Together With all rights of the common facilities and amenities to the Landowners with Possession Letter and will take release from the Landowners by executing a Deed of Release.
- 10.9 **Possession to the intending purchaser :** On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representatives and Power of Attorney holders of the Landowners.
- 10.10 **Deed of Conveyance :** The Deed of Conveyance will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holders of the Landowners in respect of Developer's Allocation.
11. **CONSIDERATION :**
- 11.1 **Permission against Consideration :** The Landowners grant permission for exclusive right to construct the proposed building in consideration of Landowners' Allocation to the Developer.

12. **DEALING OF SPACE IN THE BUILDING :**

12.1 **Exclusive Power of Dealings of Landowners :** The Landowners shall be entitled to transfer or otherwise deal with Landowners' Allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowners' Allocation.

12.2 **Exclusive Power of Dealings of Developer :** The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowners and the Landowners shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

13. **POWER AND PROCEDURE :**

13.1 We, the Landowners/Executants/Principals herein, are executing this present Registered Power of Attorney upto the period of completion of the project 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 for Developer's Allocation, and for this purpose, we are hereby appointing, nominating and constituting the Developer herein, as our constituted attorneys, to do, act and represent ourselves in our name and on our behalf, as follows :

(a) To appear and represent before the authorities of Panchayet/Municipal Authority, CESC Ltd./W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new building/s and do all the needful as per the terms and conditions mentioned in this present Development Agreement, for allotment/registration and sale of flats, shops, garage spaces of Developer's Allocation.

(b) To apply, obtain electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and/or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Developer/Attorneys may think fit and proper.

- (c) To manage and maintain the said premises including the building/s to be constructed thereon.
- (d) To sign, verify and file applications, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of said premises before the competent authority or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.
- (e) To pay all Panchayet/Municipal and other Statutory Taxes, Rates and charges in respect of the said land and premises on our behalf and in our names as and when the same will become due and payable.
- (f) To enter in to any Agreement for Sale, Memorandum of Understanding and/or to sign and execute deed of amalgamation with neighbour's plot of land of the schedule property and/or any other instruments and deeds & documents in respect of sale of flat/s, units and/or car parking spaces within Developer's Allocation in the proposed building/s in favour of the intending purchaser/s in terms of the present Development Agreement. To take finance/loan in their names (Developer's name) or in the name of intending purchaser/s from any financial concern by depositing and mortgaging flat/flats/shops/garages from Developer's Allocation and to sign in the papers and documents for the said purpose. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and/or Deed of Conveyance, Deed of Declaration/Deed of Rectification and/or any other instrument and document in respect of sale of flats/s, shop/s, units and/or car parking spaces in the proposed building/s in favour of the intending purchaser/s relating to Developer's Allocation.
- (g) To receive the consideration money in cash or by cheque/draft and/or any other mode from the intending purchaser or purchasers for booking of flat/s, shops/garages or units or car parking spaces relating to Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s.
- (h) To do all the needful according to the condition mentioned in this present Development Agreement regarding negotiation, agreement/contact for sale of flats, garages, covered spaces and car parking spaces within the Developer's Allocation.

- (i) To instruct the Advocate/Lawyer for preparing and/or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in this present Development Agreement, as may be necessary for the purpose for sale of the flats/units and car parking spaces in the said building/s relating to Developer's Allocation in our said premises.
- (j) To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning our said premises or any part or portion thereof.
- (k) To sign, declare and/or affirm any Plaint, Written Statement, Petition, Affidavit, Verification, Vokatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to our said premises or in anyway connected therewith, arising out of the agreements and relating to the construction to be made in the premises.
- (l) That Attorney/Developer will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale/Deeds of Conveyance in favour of any intending purchasers of Developer's Allocation.
- (m) For all or any of the purposes herein before stated and to appear and represent us before all concerned authorities having jurisdiction over our said premises as per the condition mentioned in the this present Agreement.
- (n) The Attorney/Developer will do the aforesaid acts, deeds and things regarding development of the land mentioned in the schedule of this present Development Agreement.

14. NEW BUILDING :

- 14.1 **Completion of Project :** The Developer shall at their own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.
- 14.2 **Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./

W.B.S.E.D.C.L and until permanent electric connection will be 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 and as mutually agreed upon.

- 14.3 **Architect Fees etc.** : All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowners shall bear no responsibility in this context.
- 14.4 **Panchayet/Municipal Taxes & Other Taxes of the Property** : The Landowners shall pay and clear up all the arrears on account of Panchayet/Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will bear the same from the date of execution of these presents till the date of completion of the construction and allocation. From the date of completion and allocation of the floor area between the Landowners and the Developer the Panchayet/Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowners, by the Developer and/or their nominees and the Landowners and/or their nominee/nominees respectively.
- 14.5 **Upkeep Repair & Maintenance** : Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

15. **PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNERS :**

- 15.1 **Delivery of Possession** : As soon as the building will be completed, the Developer shall give written notice to the Landowners requiring the Landowners to take possession of the Landowners' Allocation in the building and certificate of the Architect/L.B.S of the Panchayet/Municipal Corporation being provided to that effect.
- 15.2 **Payment of Panchayet/Municipal Taxes** : Within 30 days from the receive possession of Landowners' Allocation and at all times there after the Landowners shall be exclusively responsible for payment of all Panchayet/Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowners' Allocation only.

15.3. **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Landowners shall also be responsible to pay and bear and shall pay to the Developer/Flat Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowners' Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

16. **COMMON RESTRICTION :**

16.1 **Restriction of Landowners and Developer in common :** The Landowners' Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-

16.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.

16.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.

16.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all to terms and conditions on their respective part to be observed and/or performed (ii) the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.

16.1.4 Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and/or local bodies as the case may be and shall attend to answer and

be responsible for any deviation, violation and/or breach of any of the said laws, byelaws and regulation.

- 16.1.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and 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 other of them and/or the occupation of the building indemnified from and against the consequence of any breach.
- 16.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- 16.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- 16.1.8 The Landowners shall permit the Developer and her/their servants and agents with or without workman and other at all reasonable times to enter into and upon the Landowners' Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

17. LANDOWNERS' OBLIGATION :

17.1 **No Interference :**

The Landowners hereby agree and covenant with the Developer :

not to cause any interference or hindrance in the construction of the building by the Developer.

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

not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

18. **DEVELOPER'S OBLIGATIONS :**

18.1 **Time Schedule of Handing Over Landowners' Allocation :** The Developer hereby agrees and covenants with the Landowners to handover Landowners' Allocation (morefully described in the Second Schedule hereunder written) within 24 (Twenty four) months from the date of execution of this present Development Agreement and Development Power of Attorney. The Landowners also permit the Developer a grace period of 6 (Six) months more to handover the Landowners' Allocation

18.2 **Penalty :** If the Landowners' Allocation will not be delivered within the stated period, the Developer shall be liable to pay Rs. 5,000/- (Rupees Five Thousand) only per month to the Landowners as demurrage.

18.3 **No Violation :** The Developer hereby agrees and covenants with the Landowners not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

not to do any act, deed or thing, whereby the Landowners are prevented from enjoying, selling, assigning and/or disposing of any Landowners' Allocation in the building at the said premises vice versa.

19. **LANDOWNERS' INDEMNITY**

Indemnity : The Landowners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfil the terms and conditions herein contained and/or its part to be observed and performed.

20. **DEVELOPER'S INDEMNITY :**

The Developer hereby undertakes to keep the Landowners

indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the Developer in relation to the construction of the said building.

against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or for any defect therein.

21. **MISCELLANEOUS :**

21.1 **Contract Not Partnership :** The Landowners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowners and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

21.2 **Not specified Premises :** It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowners and various applications and other documents may be required to be signed or made by the Landowners related to which specific provisions may not have been mentioned herein. The Landowners hereby undertake to do all such legal acts, deeds, matters and things as and when required and the Landowners shall execute any such additional power of attorney and/or authorisation as may be required by the Developer for any such purposes and the Landowners also undertake to sign and execute ~~at~~ such additional applications and other documents as the cause may be provided that all ~~acts~~ deeds, matters and things do not in any way infringe on the rights of the Landowners and/or against the spirit of these presents.

21.3 **Not Responsible :** The Landowners shall not be liable on any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

21.4 **Process of Issuing Notice :** Any notice required to be given by the Developer to the Landowners shall without prejudice to any other mode of service available be deemed to have been served on the Landowners if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be

deemed to have been served on the Developer by the Landowners if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.

- 21.5 **Formation of Association :** After the completion of the said building and receiving peaceful possession of the allocation, the Landowners hereby agree to abide by all the rules and regulations to be framed by any society/association/holding organisation and/or any other organisation, who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 21.6 **Name of the Building :** The name of the building shall be given by the developer in due course.
- 21.7 **Right to borrow fund :** The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowners or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Landowners nor any of their estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- 21.8 **Documentation :** The Landowners delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the owner will bound to produce documents in original before any competent authority for inspection.

22 **FORCE MAJEURE :**

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

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the reasonable control of the parties hereto.

23. DISPUTES :

Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that :

Constitution of Arbitral Tribunal : The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowners.

Place : The place of arbitration shall be Kolkata only.

Binding Effect : The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

24. JURISDICTION :

In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of a demarcated plot of land measuring :

<u>C.S. Dag</u> No.	<u>R.S. Dag</u> No.	<u>C.S. Khatian</u> No.	<u>B.S. Khatian</u> No.	<u>L.R. Khatian</u> No.	<u>Nature of</u> Land	<u>Total Plot of Land</u>
1317	1369	616	1044	3173 & 3174	Bastu	K - CH - SFT 00 - 14 - 36
1318	1370	616	658	3173 & 3174	Bastu	01 - 01 - 09 02 - 00 - 00

In total a demarcated plot of Bastu land measuring 2 (Two) Cottahs be the same a little more or less including cemented flooring Tiles Shed measuring 100 (One Hundred) sq.ft. more or less, comprised in C.S. Dag Nos. 1317 & 1318 corresponding to R.S./L.R. Dag Nos. 1369 & 1370, under C.S. Khatian No. 616, R.S. Khatian Nos. 1044 & 658, L.R. Khatian Nos. 3173 & 3174, lying and situated at Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana - Kalikata, P.S. Rajarhat presently New Town, A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, [Sreekrishna Pally, P.O. Gouranga Nagar, Kolkata - 700162], in the State of West Bengal. The said plot of land is butted & bounded as follows :-

ON THE NORTH	:	<u>12 ft. Wide Road (Metal Road) [Sreekrishna Pally].</u>
ON THE SOUTH	:	10 ft. Wide Road.
ON THE EAST	:	Part of R.S. Dag No. 1370.
ON THE WEST	:	Land of Sanjit Sikder.

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNERS' ALLOCATION : The Landowners hereto in consideration of allowing the Developer to develop the said premises, as stated in the First Schedule herein above by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows :-

The Landowners' Allocation will be allotted as follows :-

1. The said (1) Pulin Halder & (2) Shikha Halder, Landowners herein, will jointly get one 2 BHK Flat in the Second Floor, North-East Portion, measuring 700 sq.ft. more or less of covered area and also one Shop in the Ground Floor, South-East Portion, measuring 140 sq.ft. more or less of covered area of the proposed building, so to be constructed by the developer on the schedule land morefully described in the First Schedule hereinabove written.

Later on, after preparation of the Floor Plan, the flat/shop will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowners along with a Supplementary Development Agreement denoting the flat/shop within the purview of the Landowners' Allocation.

- ii. The said (1) Pulin Halder & (2) Shikha Halder apart from the aforesaid allocation, they will also jointly get a sum of Rs.15,00,000/- (Rupees Fifteen Lakh) only as non-refundable security deposit to be payable by the Developer to the Landowners, in two installments, in following ways :
 - a) First Installment amounted to Rs.10,00,000/- (Rupees Ten Lakh) only to be given at the time of signing and registering of this present Development Agreement.
 - b) Second and final installment amounted to Rs.5,00,000/- (Rupees Five Lakh) only to be given after 6 (Six) months from the date of signing and registering of this present Development Agreement.
 - c) The said (1) Pulin Halder & (2) Shikha Halder will also jointly one time get a sum of Rs.1,00,000/- (Rupees One Lakh) only as shifting charge for their existing shop & house situated in the land, for 24 (Twenty Four) months to be payable from the date of vacating the land by the Landowners herein.
3. It is also settled that except the Landowners' Allocation as described above, the Landowners will not get any area for the construction of the multi storied building, so to be constructed by the present Developer on the land in question.
4. The flats will be in habitable condition with proportionate share of the land, common roof facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.

5. The Landowners will also give permission to amalgamate their plot with other neighbour plots. The area constructed in the amalgamated plot will be divided in between the Landowners in proportionate land ratio in the amalgamated plot of land.

THE THIRD SCHEDULE ABOVE REFERRED TO

[Developer's Allocation]

DEVELOPER'S ALLOCATION : Shall mean all the remaining portion of the entire building (excluding Landowners' Allocation) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer after providing the Landowner's Allocation as aforesaid and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser/purchasers teamsters, by and mode of Transfer of Property Act and/or lease, let out, or in any manner may with the same.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Specifications]

1. STRUCTURE : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. EXTERNAL WALL : 8"/5" thick brick wall and plastered with cement mortar.
3. INTERNAL WALL : 5"/3" thick brick wall and plastered with cement mortar.
4. FLOORING : Flooring is of Marble/Floor Tiles.
5. BATH ROOM : Bath room fitted upto 5'-6" height with white glazed tiles of standard brand.
6. KITCHEN : Cooking platform and sink with tap will be of black stone 2'-6" height glazed white standard tiles above the platform to protect the oil spot.
7. TOILET : Toilet of Indian Type/Commode, all with PVC Cistern. All fittings are in standard type. One wash hand basin in dining space of flat.

8. DOORS : All doors are wooden frame & flush doors. Standard lock and peep hole on main entrance door.
9. WINDOWS : Alluminium Channel window with full glass panel and good quality grill will be provided in the windows.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary Submersible Pump will be installed.
11. PLUMBING : Toilet concealed wiring with two bibcock, one shower, in toilet, all fittings are standard quality.
12. VERANDAH : Verandah grill (half) will be fully covered.
13. LIFT : Four persons capacity lift will be provided in the project.

ELECTRICAL WORKS :

1. Full concealed wiring with copper wire.
2. In Bed Room : Two light points, only one 5 amp. plug point, one fan point & one A.C. Point.
3. Living/Dining Room : Two light points, one Fan point, one 5 amp. plug, one 15 amp. plug (as per required location).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point & one Gyzer point.
6. Verandah : One light point & One 5 amp. plug point.
7. One light point at main entrance.
8. Calling Bell : One Calling Bell point at the main entrance.

PAINTING :

- a) Inside wall of the flat will be finished with plaster of paris and external wall with super snowcem or equivalent.
- b) All door and windows frame and shutter painted with two coats white primer.

EXTRA WORK : Any work other than specified above would be regarded as extra work for which separate payment is required to be paid.

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

in the presence of :

1. Pralip Chandra Maudul
BF-82 Rabindra Pally
Krishnapur, Kolkata-101

পুলিন হালদার

Pulin Halder

2. Shrikumar Banerjee
Vardhola - Guruswami Nagar
PS - NEW Town
Kolkata-102

শিক্কা হালদার

Shikha Halder

Landowners

Drafted By :

Pinaki Narayan Suvarnaha
Adv.
F/1305/2011
Judge's Court, Baranagar

For Pinaki Chattopadhyay & Associates,
Advocates.

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 157,

Ph. : 2570 8471.

Anupama Mukherjee

Anupama Mukherjee

Sanjay Choudhury

Sanjay Chowdhury

Partners of

Maa Jagadhatri Construction

Developer

Composed By :

Gopa Dasgupta

Teghoria Main Road,

Kolkata - 700 157.

MEMO OF CONSIDERATION

Received on or before the date of execution of this present Development Agreement, a sum of Rs.10,00,000/- (Rupees Ten Lakh) only from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

<u>Draft No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>In Favour of</u>	<u>Amount</u>
204781	28.03.2019	Vijaya Bank, Rajarhat	Pulin Halder	Rs.5,00,000.00
204782	28.03.2019	Vijaya Bank, Rajarhat	Shikha Halder	Rs.5,00,000.00
TOTAL :				Rs.10,00,000.00

Witnesses :-

1. *Pradip Chandra Maudal*

2. *Manoj Kumar Behera*

ପୁଲିନ ହାଲ୍‌ଡର୍

Pulin Halder

ଶିକ୍‌ହା ହାଲ୍‌ଡର୍

Shikha Halder

Landowners

SIGNATURE OF THE
 PRESENTANT/
 EXECUTANT/SELLER/
 BUYER/CLAIMANT
 WITH PHOTO

UNDER RULES 44A OF THE I.R. ACT 1908
 N.B. L.H. BOX-SMALL TO THUMB PRINTS
 R.H. BOX-THUMB TO SMALL PRINTS



Anupama Mukherjee

L.H.					
R.H.					

ATTESTED :- Anupama Mukherjee



Sonjay Chandray

L.H.					
R.H.					

ATTESTED :- Sonjay Chandray



अनिल कुमार

L.H.					
R.H.					

ATTESTED :- अनिल कुमार



आनंद कुमार

L.H.					
R.H.					

ATTESTED :- आनंद कुमार



Anupama Mukherjee

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SANJAY CHOWDHURY
NEEMA CHOWDHURY
26/04/1972

AFSPCB362A

Sanjay



Sanjay Chaudhary

आयकर विभाग
 भारतीय सरकार
 PULIN RAJGUR
 DINESH HAUDGAT
 18/09/1978
 Account No
ABOPH8087K
 Signature

अभिषेक शर्मा

Income Tax PAN Services
 Plot No. 11, Sector 11, Chandigarh
 New Mumbai - 400 614

अभिसेक शर्मा
 11/11/1978
 Account No
 ABOPH8087K

Govt. of West Bengal *Pulin/Jagadhatri*
 Directorate of Registration & Stamp Revenue
 e-Challan

SRN 19-201819-038280245-1
 GRN Date: 28/03/2019 18:14:29
 BRN CKI9807922

Payment Mode Online Payment
 Bank : State Bank of India
 BRN Date: 28/03/2019 18:15:25

DEPOSITOR'S DETAILS

Name : PINAKI CHATTOPADHYAY Id No. : 15231000079612/3/2019
 Contact No. : Mobile No. +91 9830061809
 E-mail :
 Address : SANGEETA APRT GR FL TEGHORIA MAIN RD PIN 157
 Applicant Name : Mr PINAKI CHATTOPADHYAY
 Office Name :
 Office Address :
 Status of Depositor : Advocate
 Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
 Payment No 8



PAYMENT DETAILS

Sl No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	15231000079612/3/2019	Property Registration- Stamp duty	0030-02-103-003-02	5021
2	15231000079612/3/2019	Property Registration- Registration Fees	0030-03-104-001-16	10021

In Words : Rupees Fifteen Thousand Forty Two only Total 15042

Major Information of the Deed

Deed No :	I-1523-03756/2019	Date of Registration	29/03/2019
Query No / Year	1523-1000079612/2019	Office where deed is registered	
Query Date	27/03/2019 12:25:16 PM	A.D.S.R RAJARHAT, District North 24-Parganas	
Applicant Name, Address & Other Details	PINAKI CHATTOPADHYAY TEGHORIYA MAIN ROAD, Thana Baguiati, District North 24-Parganas, WEST BENGAL, PIN - 700059, Mobile No: 9830061809, Status: Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs: 10,00,000/-]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 18,12,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,121/- (Article 48(g))	Rs. 10,021/- (Article E, E, B)		
Remarks			

Land Details :

District North 24-Parganas; P.S - Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Ghuni Pin Code : 700162

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1369	LR-3173	Bastu	Bastu	14 Chatak 36 Sq Ft	1/-	8,24,175/-	Width of Approach Road: 12 Ft, Adjacent to Metal Road,
L2	LR-1370	LR-3173	Bastu	Bastu	1 Katha 1 Chatak 9 Sq Ft	1/-	9,57,825/-	Width of Approach Road: 12 Ft, Adjacent to Metal Road
TOTAL :					3.3Dec	2/-	17,82,000/-	
Grand Total :					3.3Dec	2/-	17,82,000/-	



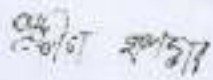


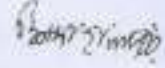
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	100 Sq Ft	1/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor: 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	1/-	30,000/-	

Major Information of the Deed :- I-1523-03756/2019-29/03/2019

Details :

Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
Mr PULIN HALDER Son of Mr. DINESH HALDER Executed by: Self, Date of Execution: 29/03/2019 Admitted by: Self, Date of Admission: 29/03/2019, Place Office	 29/03/2019	 LTI 29/03/2019	 29/03/2019
GOURANGA NAGAR, SRIKRISHNA PALLY,, P.O:- GOURANGA NAGAR, P.S:- New Town, District:- North 24-Parganas, West Bengal, India, PIN - 700162 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ABOPH8087K, Status :Individual, Executed by: Self, Date of Execution: 29/03/2019 Admitted by: Self, Date of Admission: 29/03/2019, Place : Office			
Name	Photo	Finger Print	Signature
Mrs SHIKHA HALDER Wife of Mr PULIN HALDER Executed by: Self, Date of Execution: 29/03/2019 Admitted by: Self, Date of Admission: 29/03/2019, Place Office	 29/03/2019	 LTI 29/03/2019	 29/03/2019
RAMKRISHNA PALLY, P.O:- GOURANGANAGAR, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700059 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ARVPH1493A, Status :Individual, Executed by: Self, Date of Execution: 29/03/2019 Admitted by: Self, Date of Admission: 29/03/2019, Place : Office			

Developer Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	MAA JAGADHATRI CONSTRUCTION 14 NO STATION ROAD, BERHAMPUR, P.O - BERHAMPURE, P.S - Berhampore, District-Murshidabad, West Bengal, India, PIN - 742101, PAN No.:: ABJFM6217D, Status :Organization, Executed by: Representative



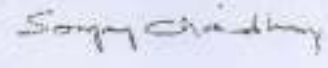
For Information of the Deed :- I-1523-03756/2019-29/03/2019

Representative Details :

Name, Address, Photo, Finger print and Signature



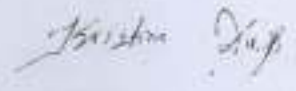
Name	Photo	Finger Print	Signature
Mrs ANUPAMA MUKHERJEE Wife of Mr ASHIS MUKHOPADHYAY Date of Execution - 29/03/2019, , Admitted by: Self, Date of Admission: 29/03/2019, Place of Admission of Execution: Office			
Mar 29 2019 2:10PM	LT 29/03/2019	29/03/2019	

RGM 12/59 JHOWTALA, P.O.- HATIARA, P.S.- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, . PAN No.: BJQPM1407H Status: Representative, Representative of: MAA JAGADHATRI CONSTRUCTION (as PARTNER)

Name	Photo	Finger Print	Signature
2 Mr SANJAY CHOWDHURY (Presentant) Son of Mr NIRMAL CHOWDHURY Date of Execution - 29/03/2019, , Admitted by: Self, Date of Admission: 29/03/2019, Place of Admission of Execution: Office			
Mar 29 2019 2:12PM	LT 29/03/2019	29/03/2019	

F/D 7/3 VIDIYASAGAR PALLY, P.O.- JAYANGRA, P.S.- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, . PAN No: AFSPC8362A Status: Representative, Representative of: MAA JAGADHATRI CONSTRUCTION (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr KRISHNA DAS Son of Late H DAS PD/7 ARJUN PUR, P.O.- ARJUNPUR, P.S.- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059			
29/03/2019	29/03/2019	29/03/2019	

Identifier Of Mr PULIN HALDER, Mrs SHIKHA HALDER, Mrs ANUPAMA MUKHERJEE, Mr SANJAY CHOWDHURY

Major Information of the Deed :- I-1523-03756/2019-29/03/2019

Transfer of property for L1

No	From	To. with area (Name-Area)
1	Mr PULIN HALDER	MAA JAGADHATRI CONSTRUCTION-0.763125 Dec
2	Mrs SHIKHA HALDER	MAA JAGADHATRI CONSTRUCTION-0.763125 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr PULIN HALDER	MAA JAGADHATRI CONSTRUCTION-0.886875 Dec
2	Mrs SHIKHA HALDER	MAA JAGADHATRI CONSTRUCTION-0.886875 Dec

Transfer of property for Sq Ft

Sl.No	From	To. with area (Name-Area)
1	Mr PULIN HALDER	MAA JAGADHATRI CONSTRUCTION-50.00000000 Sq Ft
2	Mrs SHIKHA HALDER	MAA JAGADHATRI CONSTRUCTION-50.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S. - Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Ghuni Pin Code : 700162

Sch No	Plot & Khatian Number	Details of Land	Owner name in English as selected by Applicant
L1	LR Plot No - 1369, LR Khatian No - 3173	Owner: পুলিন হালদার, Gurdian: দীলেশ হালদা, Address: নিজ Classification: শালি, Area 0.01000000 Acre.	Mr PULIN HALDER
L2	LR Plot No - 1370, LR Khatian No - 3173	Owner: পুলিন হালদার, Gurdian: দীলেশ হালদা, Address: নিজ Classification: শালি, Area 0.01000000 Acre.	Mrs SHIKHA HALDER

Endorsement For Deed Number : I - 152303756 / 2019

On 27-03-2019

Certificate of Market Value(WB PUVI rules of 2004)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 18,12,000/-

(Signature)

Sanjoy Basak

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

On 29-03-2019

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(4),W.B. Registration Rules,1962)

Presented for registration at 13:45 hrs on 29-03-2019, at the Office of the A.D.S.R. RAJARHAT by Mr SANJAY CHOWDHURY

Major information of the Deed :- I-1523-03756/2019-29/03/2019

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

Execution is admitted on 29/03/2019 by 1. Mr PULIN HALDER, Son of Mr DINESH HALDER, GOURANGA NAGAR, RAMKRISHNA PALLY, P.O: GOURANGA NAGAR, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700162, by caste Hindu, by Profession Business, 2. Mrs SHIKHA HALDER, Wife of Mr PULIN HALDER, RAMKRISHNA PALLY, P.O: GOURANGANAGAR, Thana: Rajarhat, North 24-Parganas, WEST BENGAL, India, PIN - 700059 by caste Hindu, by Profession Business

Indetified by Mr KRISHNA DAS, Son of Late H DAS, PD/7 ARJUN PUR, P.O: ARJUNPUR, Thana: Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

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

Execution is admitted on 29-03-2019 by Mrs ANUPAMA MUKHERJEE, PARTNER, MAA JAGADHATRI CONSTRUCTION (Others), 14 NO STATION ROAD, BERHAMPUR, P.O:- BERHAMPORE, P.S:- Berhampore, District -Murshidabad, West Bengal, India, PIN - 742101

Indetified by Mr KRISHNA DAS, Son of Late H DAS, PD/7 ARJUN PUR, P.O: ARJUNPUR, Thana: Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

Execution is admitted on 29-03-2019 by Mr SANJAY CHOWDHURY, PARTNER, MAA JAGADHATRI CONSTRUCTION (Others), 14 NO STATION ROAD, BERHAMPUR, P.O:- BERHAMPORE, P.S:- Berhampore, District -Murshidabad, West Bengal, India, PIN - 742101

Indetified by Mr KRISHNA DAS, Son of Late H DAS, PD/7 ARJUN PUR, P.O: ARJUNPUR, Thana: Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,021/- (B = Rs 10,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/03/2019 6:15PM with Govt. Ref. No: 192018190382802451 on 28-03-2019, Amount Rs: 10,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKI9807922 on 28-03-2019, Head of Account 0030-03-104-001-16

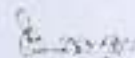
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 5,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 202226, Amount: Rs.100/-, Date of Purchase: 12/03/2019, Vendor name: AMAL KUMAR SAHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/03/2019 6:15PM with Govt. Ref. No: 192018190382802451 on 28-03-2019, Amount Rs: 5,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKI9807922 on 28-03-2019, Head of Account 0030-02-103-003-02



Sanjoy Basak
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal

Major Information of the Deed :- I-1523-03756/2019-29/03/2019

ificate of Registration under section 60 and Rule 69,
gistered in Book - I
Volume number 1523-2019, Page from 144074 to 144114
being No 152303756 for the year 2019.



Digitally signed by DEBAJYOTI
BANDHYOPADHYAY
Date: 2019.04.02 16:15:52 +05:30
Reason: Digital Signing of Deed.

Debajyoti Bandyopadhyay) 02-04-2019 4:15:31 PM
DDITIONAL DISTRICT SUB-REGISTRAR
FFICE OF THE A.D.S.R. RAJARHAT
est Bengal.

(This document is digitally signed.)