

SL-00853/14

I-00924/14



पश्चिम बंगाल WEST BENGAL

9-1795/14

16AA 445227

MRs 104, 69, 460/-

I certify that the document is admitted for  
 use as the Signature Sheet and the  
 amount thereof attached to this document  
 is sufficient for the purpose.

Adjudicial Officer  
 03. 2. 14

THE DEVELOPMENT AGREEMENT made this 3<sup>rd</sup> day of February 2014

BETWEEN

SMT. SWATI BAHETY (nee Mundhra) (having Income Tax PAN No. AEXPM9613C) wife of Sri Kanishka Bahety residing at 20, Lee Road, Flat no.203 Kolkata-700 020 hereinafter referred to as "the OWNER" (which expression shall unless repugnant to the context mean and include her heirs, legal representatives, executors, administrators and assigns) of the

ONE PART

*Swati Bahety*

CONSTRUCTIVE BUILDERS (P) LTD.

*Nandu Bahety*

Director

P. K. Jha  
K. S. Roy  
16 DEC 2013  
SURANJAN MUKHERJEE  
Licence Stamp  
C. C. Court  
KOL-1

16 DEC 2013

16 DEC 2013

Identified by me

...

REGISTRAR UPADHYAY

S/O ... AWADH BIHAR ...

CC - Service

4, Pattalla Lane, KOL-14



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KOLKATA  
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## AND

**CONSTRUCTIVE BUILDERS PRIVATE LIMITED** (having Income Tax PAN No. AADCC282GN a company incorporated under the Companies Act, 1956 having its registered office at 131, Park Street, Kolkata-700 017 hereinafter referred to as "**the DEVELOPER**" (which expression shall unless repugnant to the context mean and include its successors, representatives and assigns) of the **OTHER PART**.

In this Agreement the following additional expressions shall unless repugnant to the context shall have the meaning assigned thereto :

- I. "the said Land" means land measuring 60 decimals more or less and comprised in R.S. Dag no.280 corresponding to L R Dag no.464 in Mouja Dharnietala P S Sonarpur in the District of 24-Parganas (South) and now numbered as Holding nos. 256 and 257 Dwarir Road, in Ward no.25 of Raurpur-Sonarpur Municipality, 24 Pargannas (South) and more fully described in the First Schedule hereunder.
- II. "Project" means a housing project to be constructed and developed on the said Land by the Developer as stated in Article 3.0 hereunder.
- III. "Project Complex" means the said Land together with the buildings and other structures as shall be constructed or developed thereon upon execution and construction of the Project.
- IV. "Building Plan" means the plan for construction of the buildings and other structures on the said Land as may be sanctioned by the appropriate authority.
- V. "Units" means residential flats or commercial spaces comprised in the Project Complex and intended to be sold to the Customers.

*Sarah Bahety*

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*Navin Chy*  
Director

- ✓ VI. "Parkings" means covered and open car or scooter parking spaces comprised in the Project Complex.
- ✓ VII. "Saleable Area" means the super built up area of the Units and the Parkings comprised in the Project Complex.
- ✓ VIII. "Main Path" means the path or passage or roads of the Project Complex connecting the Municipal Road on the southern side of the said Land and leading upto the outer periphery of the said Land on all sides.
- ✓ IX. "Common Areas" means the areas in the Project Complex meant for common use and enjoyment and includes Main Path, roads, gardens, passages, open spaces, lobby, staircase, lift, and more fully described in the Second Schedule hereunder but does not include the Saleable Property.
- ✓ X. "Common Services" means all essential services, facilities and utilities in the Project Complex such as, water and electricity in the Common Areas, lift, plumbing, sanitation, drainage, sewerage etc. and shall include all equipments, apparatus, fittings, plumbings required for providing such services facilities and utilities.
- ✓ XI. "Adjustable Advance" means an aggregate sum of Rs.80,00,000/- (Rupees eighty lacs) payable by the Developer to the Owner in the manner stated in Article 2.0 hereunder and adjustable against the Owners Revenue Share
- ✓ XII. "Marketing" means marketing of the Project Complex and more fully stated in Article 5.0 hereunder.
- ✓ XIII. "Marketing Expenses" means the expenses incurred by the Developer for Marketing the Project and more fully stated in Clause 5.5 hereunder.
- ✓ XIV. "GRR" or "Gross Revenue Receipts" means the amounts that shall be received and/or generated upon booking or sale or transfer or marketing of the Saleable Area comprised in the Project Complex and interest on delayed

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Director



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payment thereof by the Customers but does not include the Marketing Expenses or maintenance deposit or maintenance charges or Government levies, taxes, stamp duty, registration charges etc., which may be received by the Developer from the Customers.

XV. "Owners Allocation" means 34.5% of Gross Revenue Receipts which shall be receivable by the Owner as stated in Articles 4 and 5 hereunder.

✓ XVI. "Developers Allocation" means Gross Revenue Receipts as reduced by the Owners Allocation that is to say 65.5% of GRR

✓ XVII. "Development Commencement Date" means the date by which all the following three events take place .

- ✓ (a) Completion of registration of this Agreement and the Power of Attorney as stated in Clause 3.4 hereunder ;
- ✓ (b) Conversion of the said Land to Bastu and/or commercial use ; and
- ✓ (c) Sanction of the Building Plan by the appropriate authority.

✓ XVIII. "Customers" means the persons who shall book and/or enter into agreements for purchasing and acquiring or have purchased and acquired Units and/or Parkings in the Project Complex.

✓ XIX. "Proportion" or "Proportionate" in the context of the Owners Allocation and the Developers Allocation shall be the ratio of 34.5:65.5.

#### WHEREAS

1. One Krishna Chandra Mondal was seized and possessed of land measuring 60 decimals comprised in R S Dag no. 280 in Mouja Dhamaitala:P S Sonarpur, 24-Parganas (South) being the said Land.

*Saraj Bahety*

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*Nand Lal*

Director



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- II. By a Bengali Kobala dated 15 October 1980 and duly registered in the office of ADSR Sonarpur and being Deed no. 4586 for the year 1980, the said Krishna Chandra Mondal sold 30 decimals of land comprised in the Southern portion of the said Land to Anil Chandra Saha.
- III. By a Sale Deed dated 14 March 1989, and duly registered in the office of Registrar of Assurances Calcutta as Deed no.3048 for the year 1989, the said Anil Chandra Saha sold the said 30 decimals of land (equivalent to 18 cottahs of land) to Shree Nursing Electric Stores.
- IV. By a Registered Sale Deed dated 8 January 1991, and duly registered in the office of R.A. Calcutta as Deed no.473 for the year 1991 the said Shree Nursing Electric Stores sold land measuring 7 cottahs out of the said 18 cottahs of land to Miss Manisha Mundhra.
- V. By another Registered Sale Deed dated 16 August 1991 and duly registered in the office of R.A. Calcutta as Deed no.14149 for the year 1991 the said Shree Nursing Electric Stores sold land measuring 5 cottahs 8 chittacks to Smt. Swati Mundhra the Owner herein.
- VI. By another Registered Sale Deed dated 17 August 1991, and duly registered in the office of R.A. Calcutta as Deed no.12127 for the year 1991 the said Shree Nursing Electric Stores sold 5 cottahs 8 chittacks its remaining rights in the said Land also to Smt.Swati Mundhra the Owner herein.
- VII. By a Sale Deed dated 1 August 2005 and duly registered in the office of the Registrar of Assurances, Kolkata as Deed no. 11602 for the year 2005 the said Miss. Manisha Mundhra sold land measuring 7 cottahs to Smt. Swati Mundhra the Owner herein.
- VIII. In view of the aforesaid, Smt. Swati Mundhra the Owner herein became owner of land measuring 30 decimals lying on the Southern side of the said

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Director





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XV By another Registered Sale deed also dated 8 February 1996, and duly registered in the office of DSR IV Alipore as Deed no.3103 for the year 1998 the said Raaj Kumar Bahety sold land measuring 10 decimals purchased on 14 March 1989 to Smt. Swati Mundhra the Owner herein.

XVI. By reason of the aforesaid, Smt. Swati Mundhra the Owner herein became owner of the entire 30 decimals of land lying on the Northern side.

XVII. Smt. Swati Mundhra having purchased 30 decimals of land on the Southern side as also 30 decimals of land on the Northern side became owner of the whole of the said Land measuring 60 decimals.

XVIII The Owner is desirous of getting the said Land measuring 60 decimals and more fully described in the First Schedule hereunder developed through the Developer in joint venture.

XIX The Owner has represented to the Developer that the said Land is free from all charges, encumbrances, liens, lispendens and attachments whatsoever and the Owner is in vacant possession of the said Land and there is no impediment in the Owner entering into a joint venture with the Developer for development of the said Land.

XX. The parties are therefore desirous of executing a binding agreement for execution and construction of the Project on the said Land and marketing thereof.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1.0 Development of the said Land

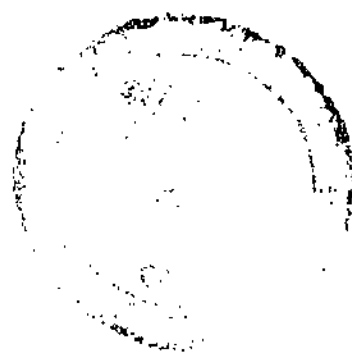
1.1. The Owner hereby grants exclusive right of construction, execution and development of the Project on the said Land unto and in favour of the Developer with an object and intent that the entire Saleable Area comprised in

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the Project, shall be sold and the Gross Revenue Receipts shall be shared by and between the parties on the terms and conditions hereinafter stated.

1.2. The Developer shall execute and construct the Project in accordance with the Building Plan and with the specifications stated in Annexure "A" attached hereto.

1.3. The Developer at its own costs and expenses shall -

- (a) get the land use of the said Land converted in appropriate Government records for execution of the Project ; and
- (b) get the Building Plan sanctioned by the appropriate authority.

1.4 To enable the Developer to discharge its functions and obligations under this Agreement including execution and construction of the Project, getting the land use converted in appropriate Government records, getting the building plan sanctioned, marketing of the Project etc., the Owner shall execute and register a power of attorney in favour of the Developer and its two nominees.

1.5. The Developer as the agent of the Owner shall get the land use of the said Land converted in appropriate Government records for execution of the Project and shall also sign the Building Plan and take all steps for getting the Building Plan sanctioned by appropriate authority.

1.6. All costs and expenses for sanction of the Building Plan shall be borne and paid by the Developer.

1.7 The Developer shall have a right to purchase and acquire further land contiguous to the said Land (hereinafter referred to as "the Contiguous Land") and develop the Contiguous Land by extending the Project Complex to the Contiguous Land. The buildings and units, constructed on the Contiguous Land, shall have free access to the Municipal Road through the Main Path. It is clearly agreed and understood that the Owner shall have no right, title or

*Swar Bhatia*

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*Nave S Bhatia*

Director

interest whatsoever in the Main Path or the Contiguous Land or any buildings or units constructed on the Contiguous Land. *and full back own claim on main plan*

2.0. Adjustable Advance

2.1. Developer shall pay to the Owner adjustable interest free advance of an aggregate sum of Rs. 80,00,000/- (Rupees eighty lacs only).

2.2. It is recorded that prior to execution of this Agreement the Developer had paid to the Owner a sum of Rs. 5,00,000/- (Rupees five lacs) towards Adjustable Advance and immediately prior to execution of this agreement the Developer has paid a further sum of Rs. 75,00,000/- (Rupees seventy five lacs) aggregating Rs. 80,00,000/- (Rupees eighty lacs) receipt whereof the Owner hereby admits and acknowledges.

2.3. The Adjustable Advance shall not bear any interest and shall be refundable by the Owner as stated in Article 4.0 hereunder.

3.0. Project & Project Complex

3.1. The Project shall be a residential housing project comprising of several residential units and Parkings with some commercial spaces as may be permitted by the appropriate authority

3.2. Simultaneously with execution of this Agreement -

- i. the Owner has delivered quiet, vacant and peaceful possession of the said Land to the Developer so as to enable the Developer to take all steps for execution of the Project.
- ii. The Owner will hand over the original title deeds of the said Land to the Developer before 20<sup>th</sup> February 2014 and the Developer shall make over the same to the association of the Customers at the time of handing over the maintenance of the Project and/or completion of the Marketing of the Project whichever is later

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*Narinder Singh*

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3.3. The Developer shall be solely liable and responsible for execution of the Project and Marketing of the Saleable Area comprised in the Project.

3.4. The power of attorney that shall be executed and registered by the Owner in favour of the Developer and its nominee should also permit the Developer and its nominee to make bookings, enter the agreements for Sale and to execute sale deeds of various Units and Parkings comprised in the Project Complex in the name of the Owner.

3.5. With effect from the Development Commencement Date, the Developer alone shall bear and pay the municipal taxes, land revenue or any other taxes on the said Land or structures constructed thereon proportionately. It is made clear that the Owner shall be liable to pay municipal tax, land revenue and all other outgoings on the said Land for the period immediately preceding the Development Commencement Date and the Developer shall have no liability relating thereto.

3.6. The Developer shall complete construction of the Project and make the Project Complex ready for use and occupation within a period of four years from the Development Commencement Date subject to force majeure circumstances.

3.7. The Developer shall have a right to charge or encumber or mortgage its share or interest in the Project Complex and accordingly such charge, encumbrance or mortgage shall be limited to 65.5% of the property comprised in the Project Complex. It is made clear that the Developer shall have no right to charge or encumber or mortgage the Owners Allocation.

4.0. Consideration and payments to the Owner

4.1. In consideration of the Owner providing the said Land and carrying out her other obligations as stated in this Agreement the Owner shall be exclusively entitled to the Owners Allocation.

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4.2. In consideration of the Developer carrying out execution and construction of the Project at its own costs and expenses the Developer shall be exclusively entitled to the Developer's Allocation.

4.3. All costs, charges and expenses for execution and construction of the Project shall be borne and paid by Developer.

4.4. Service Tax on execution of the Project shall be shared by the parties proportionately and shall be debited by the Developer to the Project Marketing Account as hereinafter stated.

4.5. Nothing contained in this Agreement shall be construed or deemed to be a partnership between the Owner and Developer.

4.6. The Developer shall receive 34.5% of all payments from the Customers on account of price and/or value of the Saleable Area comprised in the Project or interest on delayed payments by cheque or Bank Draft drawn in favour of the Owner and the balance 65.5% of such payment by separate cheque or Bank Draft in its own name.

4.7. It is made clear that the Developer shall receive all payments from the Customers on account of maintenance deposit, maintenance charges, Government levies and taxes, stamp duty, registration charges etc., from the Customers in its own name.

4.8. The Developer shall, as soon as practicable, make over to the Owner payments received by it from the Customers on account of Owner's Allocation (34.5%).

4.9. The Owner shall within a period of ten days from the date of receipt of such payment shall pay a sum equivalent to 20% of the amount received by her to the Developer in protante satisfaction of Adjustable Advance until repayment of the entire Adjustable Advance.

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*New Bahety*  
Director





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4.10. If the Developer does not receive such payment within the period of ten days from the Owner then the Developer shall have a right of lien over all future cheques, Pay Orders/Bank Drafts that may be received by the Developer towards Owner's Allocation.

4.11. Upon cancellation of the booking or any Sale Agreement the Owner shall be liable to pay 34.5% of all amounts refundable to the Customers. If the Owner makes any default then the Developer shall be liberty to exercise lien over all future payments to the Owner as stated in Clause 4.10 above. The Owner shall also be liable to pay interest to the Customer on all delayed payments to the extent the same is attributable to delay on part of the Owner.

5.0. Marketing of the Project Complex

✓ 5.1. It is agreed and understood by and between the parties that the entire Saleable Area comprised in the Project Complex shall be sold and marketed and the parties shall share the Gross Revenue Receipts proportionately, that is to say the Owners shall be entitled to the Owners' Allocation and the Developer shall be entitled to the Developers' Allocation.

✓ 5.2. Marketing of the Project Complex shall be carried out by Developer.

✓ 5.3. Marketing of the Project means all activities relating to selling or marketing of the Saleable Property comprised in the Project and shall include -

- ✓ (a) booking of the Units and Parkings comprised in the Project Complex with the Customers;
- ✓ (b) entering into formal agreements for sale with the Customers;
- ✓ (c) execution of the sale deeds of the Units and Parkings in favour of the Customers;
- ✓ (d) receipt of all booking amounts, advances, purchase consideration and all other amounts from the Customers.

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- (e) advertisement of the Project/Project Complex ;
- (f) appointment of the brokers and selling agents ;
- (g) any other activity relating to sale or marketing of the Project Complex.

5.4 The Developer shall market the Project under its brand name, that is to say, "ATRI DEVELOPERS" or any other brand as may be coined by it and the Owner shall have no right or interest whatsoever in such brand. The Owner shall not in any way interfere with the right of the Developer to sell or market the Project under such brand.

5.5. For Marketing the Project, the Developer shall be at liberty to appoint marketing agents and brokers and also issue advertisements in the media and incur all expenses in connection therewith

5.6 All expenses in connection with the Marketing of the Project such as payments to the marketing agents, brokerage, advertisement expenses and all incidental expenses for Marketing of the Project shall be treated as Marketing Expenses. The entire Marketing Expenses shall be borne and paid by the Developer and the Owner shall have no liability in respect thereof.

5.7 The Developer shall not sell the Units comprised in the Project Complex at a price below Rs. 2,500/ (Rupees two thousand five hundred only) per square foot of super built area without prior written consent of the Owner. Provided however and depending upon the market conditions the Developer may grant a discount not exceeding a sum of Rs. 100/- per square foot of super built area to the Customers. Subject to the aforesaid and if for any reason the Developer is unable to sell the Units comprised in the Project Complex at the rate of at least Rs. 2,500/ per square foot of super built area then the Developer shall have a right to approach the Owner for her consent for selling the Units at a lower price and the Owner shall not unreasonably withhold such consent.

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*N. K. Bhatnagar*  
Director



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5.8. Similarly, the Developer shall not sell covered car parkings at a price below Rs. 2,00,000/- (Rupees two lac) and open car parkings at a price below Rs. 1,50,000/- (Rupees one lac fifty thousand) without prior written consent of the Owner and the Owner shall not unreasonably withhold such consent.

6.0. Covenants of the Owner

6.1. The Owners hereby agrees and covenant with Developer that-

- (a) She shall not cause any interference or hindrance in the execution and construction of the Project by the Developer ;
- (b) She shall not let out, grant, lease, mortgage and/or charge or encumber the said Land or any part or portion thereof without prior consent in writing of the Developer ; and
- (c) She shall permit the Developer, its architects, contractors, engineers, workmen uninterrupted access to the said Land so as to enable the Developer to execute, develop and construct the Project

6.2 The Owner agrees to execute and register appropriate power of attorney in favour of the Developer or its representative for construction and development of the Project and for Marketing subject to the condition that the cost of stamp duty and all other charges on such power of attorney shall be borne and paid by Developer

6.3. The Owner further agrees :

- [a] To sign and execute the Building Plan and all necessary papers, undertakings, affidavits, documents, declarations, agreements and deeds which may be required for obtaining sanction of the Building Plan and construction of the Project or required by the Developer ; and

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*Naveen S. Bahety*

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- (b) To co-operate with the Developer for execution and construction of the Project and Marketing.
- (c) The Developer shall be at liberty to create a charge over the said Land in favour of any bank or financial institution for the purpose of securing any home loan that may be granted by such bank or financial institution to the Customer for purchasing and/or acquiring the Units comprised in the Project Complex subject to the condition that in the event of any default on the part of the Customer, the charge of the bank or financial institution shall be limited to the Unit agreed to be purchased and/or acquired by such Customer

7.0 Covenants of the Developer

7.1. The Developer agrees and covenants with the Owner that -

(a) The Developer shall complete construction of the Project within a period of four years from the Development Commencement Date and for this purpose time shall be essence of the contract subject to force majeure circumstances.

(b) The Developer shall not transfer and/or assign its rights, benefits, duties and obligations under this Agreement without prior written consent of the Owner.

(c) The Developer shall construct the Project in accordance with the Building Plan and shall not violate and contravene the Building Rules & Regulations

7.2. The Developer agrees to keep the Owner saved, indemnified and harmless from or against all claims or actions that may be made or raised by any third party in any matter relating to or arising out of construction and execution of the Project or discharge of performance of any duty or obligation of the Developer under their Agreement

*Joah Bahety*

CONSTRUCTIVE BUILDERS (P) LTD.

*[Signature]*

Director



7.3 The Developer shall be held liable for all accidents, breakdowns or any other loss and damage that may be caused at the time of construction of the Project and the Owner shall have no liability therefor. The Developer shall keep the Owner's property insured, indemnified and harmless from or against any and all claims, suits or consequences that may arise therefrom.

7.4 Developer shall be responsible for digging deep foundations and erect temporary structures and carry out all other activities on the said Land as may be required or necessary for execution/ construction of the Project.

#### 8.0 Maintenance of the Project Complex

8.1 The Developer by itself or by any agency appointed by it shall have exclusive right to manage and maintain all Common Areas and provide all Common Services in the Project Complex and the Owner shall not in any way interfere with such right of the Developer.

8.2 The Developer, in exercise of its exclusive right shall have right to fix and determine the rate of maintenance charges payable to the Owners.

8.3 Over and above the charges payable, Developer shall be entitled to receive and realise service tax and other applicable taxes on maintenance charge.

8.4 The Developer and the Owner shall be entitled to all profits and liable for all losses, if any, arising out of Maintenance Services in the following ratio:-

Name	Ratio
(a) Developer	60%
(b) Owner	40%

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*Naveen Bahety*  
Director

8.5. The Customers shall pay proportionate maintenance charges and all taxes thereon. The maintenance charge shall be payable within 15<sup>th</sup> day of the month for which the same shall relate. In default, the unpaid maintenance charge shall attract interest at such rate as may be fixed by Developer.

8.6. If the Owner retains any unit in the Project Complex then the Owner shall also be liable to pay the maintenance charges thereof to the Developer.

9.0. Breaches

9.1. The Developer shall not be treated in default if erection and completion of the Project is delayed due to reasons amounting force majeure or any act of God. The circumstances leading to force majeure shall be such as war, riot, civil commotion, change in law or non-availability of any building material. The acts of God shall include earthquake, storm, flood and fire.

9.2. If due to any act on the part of the Developer the construction and completion of the Project is delayed then the Owner shall be entitled to specific performance of this Agreement and claim damages in addition thereto.

9.3. In case the Owner commits any breach of this Agreement, the Developer shall be at liberty to initiate proceedings against the Owner either for specific performance of this Agreement or terminate and rescind this agreement and claim all moneys paid and/or incurred by the Developer together with appropriate damages.

10.0 Miscellaneous

10.1. All disputes and differences by and between the Developer on the one hand and the Owner on the other hand as regards construction or interpretation of any term and condition herein contained or in any way touching or relating to this Agreement or any respective rights, duties or obligations of the parties hereto or their privileges shall be referred to arbitration of a sole arbitrator as may be mutually agreed by the parties. If the parties are unable to agree upon appointment of a sole arbitrator within a

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*Harish Bahety*

Director



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period of ten days then the reference shall be made to an arbitral tribunal comprising of three arbitrators, one to be appointed by the Owner and the other to be appointed by the Developer and the two arbitrators so appointed shall appoint the third and/or presiding arbitrator.

10.2. Such arbitration shall be conducted in accordance with the provisions contained in the Arbitration & Conciliation Act, 1996 or any statutory modification thereof.

10.3. The arbitral tribunal shall be at liberty to frame its own procedure including summary procedure.

10.4. The arbitration sittings shall be held at Kolkata.

10.5. Notices to the Developer shall be given by sending the same at its corporate office stated herinaoove.

10.6. Unless otherwise agreed the notices shall be given to the parties by sending the same by Speed Post or Registered Post and a scanned copy thereof by Email.

- i) To the Owner at Email Id : shree8194@gmail.com
- ii) To the Developer at Email Id : atri.group@yahoo.com

**THE FIRST SCHEDULE HERFINABOVE REFERRED TO**

(Description of the said Land)

ALL THAT pieces or parcels of land measuring 60 decimals more or less and comprised in R.S. Dag no.280 corresponding to L.R Dag no 464 in Mouja Dharnietala P S Sonarpur in the District of 24-Parganas (South) and now numbered as Holding nos.256 and 257 Dourir Road, in Ward no 25 of Rajpur-

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*Neel Kumar*

Director



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Sonarpur Municipality, 24 Pargannas (South) West Bengal and butted and bounded as follows :-

- On the NORTH : By K.S. Dag No 517 & 518  
On the EAST : By K.S. Dag No 278 & 279  
On the SOUTH : By Municipality Road  
On the WEST : By Municipality Road

**THE SECOND SCHEDULE HEREINABOVE REFERRED TO**  
(Description of Common Areas)

The common areas of the Project Complex shall comprise of the following:-

**A. Buildings**

- (a) Ground level - Main lobby, common maintenance room, common toilets, generator room, electric meter room, underground water tank and other space for common facilities.  
(b) At floors - Floor lobby, staircase, lift well.  
(c) Lift machine room, lift well, and lift shaft  
(d) Overhead water tank  
(e) Roof.  
(f) Office Building.  
(g) Security guards room

**B. Open Areas.**

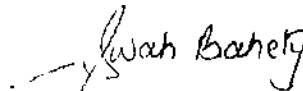
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CONSTRUCTIVE BUILDERS (P) LTD.  
*Manoj Kumar*  
Director

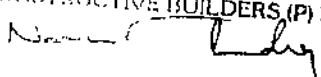
Main gate, driveway, open spaces, lawns, gardens, but does not include any covered or open car parking space.

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day month and year first above written.

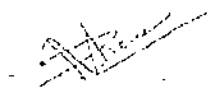
SIGNED AND DELIVERED by SWATI BAHETY  
(Nee Mundra) the withinnamed Owner  
at Kolkata

  
(SWATI BAHETY)

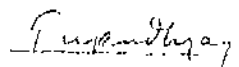
SIGNED AND DELIVERED on behalf of  
CONSTRUCTIVE BUILDERS PRIVATE LIMITED  
the withinnamed Developer at Kolkata.

CONSTRUCTIVE BUILDERS (P) LTD.  
  
Director

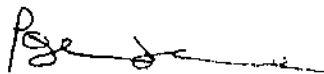
Witnesses to Both :

1. Signature 

Name H. B. Mondra  
Address 32, P. Mondra Road  
Kolkata

2. Signature 

Name TARAKSHWAR UPADHYAY  
Address 4, TALTAARA LANE  
KOLKATA



Drafted by P.K. Jhunjhunwala, Advocate  
Enrolment no. WB/102/77



ADDITIONAL LIBRARIAN  
OF ASIAN LIBRARY KATA  
FEB 2014



**ANNEXURE - A****SPECIFICATIONS FOR CONSTRUCTION****1. STRUCTURE**

RCC foundation as per Geotechnical Engineer's recommendation.

**2. DOORS & WINDOWS**

Good quality flushed door

Sliding powder coated aluminum windows with white glass panel

**3. FLOORS**

Entrance Lobby                      Elegantly designed with tiles / marble  
Floor Lobby                          Ceramic tiles / marble

Flat interiors                        Vitrified tiles

**4. WALLS & FINISHING**

Internal                                3 1/2" thick walls with Plaster of Paris finish

External                               4" thick walls plastered with high quality  
weather coat paint

**5. KITCHEN**

Counter table with Granite top and Stainless steel sink

Ceramic tiles up to 2 (two) feet above the counter

**6. TOILET**

Floor -                      Anti skid Ceramic tiles

Wall -                      Ceramic tiles upto c. do height

Concealed hot and cold water supply system in shower and Basin

Chrome plated Fittings of reputed brand

White Sanitary ware of reputed brand

*Swaraj Bahety*

CONSTRUCTIVE BUILDERS (P) LTD.

*Narinder Kaur*

Director



ADMINISTRATIVE SERVICES  
OF ASSEMBLY BANGKATA  
FEB 2014

7. ELECTRICAL INSTALLATIONS

Concealed copper wiring with modular switches

Adequate light and power points

Standard main Distribution Box (DB)

TV / Telephone points

AC point in all bedrooms

Call bell point at entrance of all units

8. ELEVATOR

Adequate elevators by reputed makers in each Block

*Sujat Bahety*

CONSTRUCTIVE BUILDERS (P) LTD.  
*[Signature]*  
Director



ADDITIONAL COPY  
OF ASSESSMENT KATA  
FEB 2014

Page No.

SPECIMEN FOR PHOTOGRAPH  
AND TEN FINGERPRINTS

Photograph of Owner



Signature  
of  
Executive  
President

PARTY OWNER

NAME: SMT SWATI BAHETY (nee) (Sardhra)



Little



Ring



Middle



Fore



Thumb

Left Hand



Thumb



Fore



Middle



Ring



Little













Right Hand

*Swati Bahety*



ADDITIONAL LIBRARIAN  
OF ASIAN LIBRARY, KOLKATA  
FEB 2014

**SPECIMEN FOR PHOTOGRAPH  
AND TEN FINGERPRINTS**

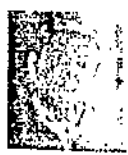

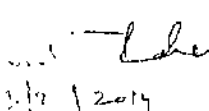
Sl No.	Photograph of Developer	Signature of Executant Presentant	PARTY DEVELOPER				
			NAME : Sri Navneet Pandey Director of CONSTRUCTIVE BUILDERS PRIVATE LIMITED				
							
			<u>Left Hand</u>				
							
			<u>Right Hand</u>				





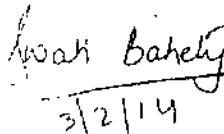


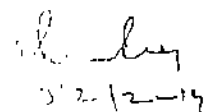
ADMINISTRATIVE LIBRARY  
OF ASSAM UNIVERSITY KATA  
FEB 2014



Signature of the Presentant

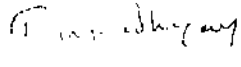
<b>Name of the Presentant</b> Navneet Pandey 131, Park Street, Kolkata, Thana -Park Street, District -Kolkata, WEST BENGAL, India, Pin 700017	<b>Photo</b>  03/02/2014	<b>Finger Print</b>  LTI 03/02/2014	<b>Signature with date</b>  3/2/2014
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Signature of the person(s) admitting the Execution

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Swati Bahety ( Nee Mundhra ) Address -20, Lee Road, Kolkata, Thana:-Bhawanipore, District.-South 24-Parganas, WEST BENGAL, India, Pin --700020	Self		 LTI 03/02/2014	 3/2/14
2	Navneet Pandey Address -131, Park Street, Kolkata, Thana:-Park Street, District -Kolkata, WEST BENGAL, India, Pin :-700017			 LTI 03/02/2014	 3/2/14

Name of Identifier of above Person(s)  
 Jankeswar Upadhyay  
 5, Taltala Lane, Kolkata, Thana -Taltola,  
 District -Kolkata, WEST BENGAL, India, Pin 700017

Signature of Identifier with Date

  
 3/2/14



ADDITIONAL REGISTRAR  
 KOLKATA  
 - 3 FEB 2014

(Dinabandhu Roy)

REGISTRAR OF ASSURANCES, OF KOLKATA  
 Office of the A.R.A. - I KOLKATA

Government of West Bengal  
Office of the W.A. - I KOLKATA  
District - Kolkata

Endorsement For Deed Number : I - 00924 of 2014  
(Serial No. 00853 of 2014 and Entry No. 1901L000001995 of 2014)

On 03/02/2014

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 5, 5(f), 53 of Indian Stamp Act, 1899.

**Payment of Fees:**

Amount by Draft

Rs. 88094/- is paid, by the draft number 49949, Draft Date 31/01/2014, Bank - State Bank of India, Kolkata High Court Branch, received on 30/01/2014

Under Article B = 87989/-, E = 21/-, M(a) = 25/-, M(b) = 4/- on 03/02/2014

**Certificate of Market Value (WB PUVS rule of 2001)**

Certified that the market value of the property which is the subject matter of the deed has been assessed at Rs - 1,04,69,400/-

Certified that the required stamp duty assessment is Rs - 20021/- and the stamp duty paid as Impressive Rs - 20/-

**Deficit stamp duty**

Deficit stamp duty Rs - 20021/- is paid by the draft number 495498, Draft Date 26/01/2014, Bank : State Bank of India, Kolkata High Court Branch, received on 03/02/2014

**Presentation (Under Section 52 & Rule 21 A(3) 46(1), W.B. Registration Rules, 1962)**

Presented for registration at 12.20 hrs on 03/02/2014, at the Office of the W.A. - I KOLKATA by Navneet Pandey, Claimant

**Admission of Execution (Under Section 51, W.B. Registration Rules, 1962)**

Execution is admitted on 03/02/2014 by

1. Swati Bahety (Nee Mundhra), wife of Kishore Bahety, 20, Lee Road, Kolkata - 700020, Bhawanipore, District - South 24-Parganas, West Bengal, India, Pin - 700020, By Character: Housewife, By Profession: Housewife

2. Navneet Pandey  
Director, Constructive Builders Private Limited, 131, Park Street, Kolkata - 700017, Park Street, District - Kolkata, WEST BENGAL, India, Pin - 700017  
By Profession: Others

Identified By Tarkeshwar Upadhyay, 1, Awadh Bihari Upadhyay Lane, Kolkata, Thana - Taltola, District - Kolkata, West Bengal, India, Pin - 700014, By Character: Advocate, By Profession: Service

(Dinabandhu Roy)  
ADDL. REGISTRAR OF ASSURANCE OFFICE OF KOLKATA  
OFFICE OF THE REGISTRAR OF ASSURANCE OFFICE OF KOLKATA  
- 3 FEB 2014  
(Dinabandhu Roy)  
J.L. REGISTRAR OF ASSURANCE OFFICE OF KOLKATA

03/02/2014 12:56:00

Endorsement Page 1 of 1

THIS 3<sup>rd</sup> DAY OF FEBRUARY 2014

BETWEEN

SMT. SWATI LALITA

OWNER

AND

CONSTRUCTIVE BUILDING PRIVATE  
LIMITED

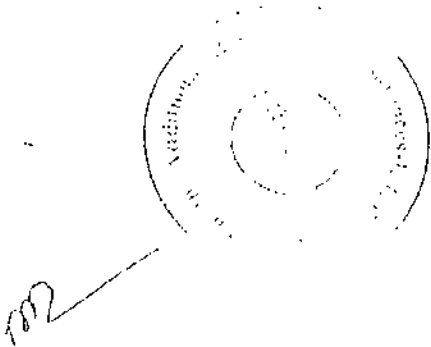
DEVELOPER

DEVELOPMENT AGREEMENT

P K JHUNJHUNWALA  
ADVOCATE  
7C, K.S.ROY ROAD  
KOLKATA

Certificate of Registration under section 17(1) of the A.R.A. Act, 1950.

Registered in Book - I  
CD Volume number 2  
Page from 6371 to 6896  
being No 00924 for the year 2014



(Dinabandhu Roy) 06-Feb-2014  
ADDL. REGISTRAR OF ASSURANCES, KOLKATA  
Office of the A.R.A. - I KOLKATA  
West Bengal