

002417/17

02454/17



पश्चिम बंगाल WEST BENGAL
 24/17
 563899/17

10-612/17
 1149456

THIS AGREEMENT FOR DEVELOPMENT made this 26th day of April.
 TWO THOUSAND SEVENTEEN BETWEEN ASOK KUMAR
 BHATTACHARYA, son of Late Ganesh Chandra Bhattacharya (PAN NO.
 AVMPB2943H) a citizen of India and at present residing at No. 47, Dr. B.
 C. Roy Road, P. O. Dakshin Jagaddal, P. S. Sonarpur, District- 24
 Parganas (South), Kolkata - 700 51 hereinafter referred to as the

Certified that the Document is admitted to
 Registration. The Stamp Duty and the
 enforcement charges on this document
 are the part of the Document.

[Signature]
 Additional Registrar
 of Assurances, Kolkata

27 APR 2017

01540

26 APR 2017

Sl. No.....Date.....

T. E. Roy & Co.

Name.....

6, Old Post office st.

Add.....

Kolkata-1

AMT.....

5000/-

SOURITRA CHANDA
Licensed Stamp Vendor
J/2, ...

S/O, S. Ch. Chanda
8/2, K.S. Ray Rd.
Kolkata-1.

3

m

"OWNER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, legal representatives, successors and/or assigns) of the ONE PART AND STARLITE INFRACON PVT. LTD., (PAN NO. AASCS5496D) (CIN NO. U45400WB2013PTC189703), a company incorporated under the Companies Act, 1956 and having its Registered Office at No. 116/1/1, Mahatama Gandhi Road, Kolkata – 700 007, P. S. Jorasanko, being represented by its Director Mr. Mudit Podddar, (PAN NO. AEKPP0088D) working for gain and/or carrying on business at or from the aforesaid address and duly empowered and authorised on that behalf herein after referred to as "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors-in-office and assigns) of the OTHER PART :

W H E R E A S :

- A. At all material times one Abinash Chandra Chakraborty was seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** piece and parcel of Bastu, Bagan and Doba land containing an aggregate area of 14 Satak equivalent to 8 cottahs 7 chittacks and 23 sq. ft. more or less and comprised in RS Dag No. 3105 corresponding to LR Dag No. 3142 containing an area of 14 satak appertaining to LR Khatian No. 1315/1 and part of RS Dag No. 3106 corresponding to LR Dag No. 3143 containing an area of 77 satak and appertaining to LR Khatian No. 411.
- B. That the said Abinash Chandra Chakraborty installed a private family deity SREE SREE RAJ BALLAV SHIB THAKUR in a part of the said premises comprised RS Dag No. 3105 LR Dag No. 3142 and continued to carry on the daily seba puja at his own costs and expenses without creating and/or executing any formal Deed of Trust or Debutter for installation of the said deity and/or performance of the daily seba puja.
- C. The said Abinash Chandra Chakraborty who during his life time was a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving this two daughters Smt. Radha Rani Bhattacharjee and Smt. Provati Chakraborty as his only legal heiresses, under the Hindu Law of Succession his wife Smt. Nirmal Nalini Chakraborty having predeceased him.

- D. By virtue of intestate succession Ganesh Chandra Bhattacharya and Sunil Kumar Bhattacharjee both sons of Smt. Radha Rani Bhattacharjee and Amar Chakraborty son Smt. Provati Chakraborty assumed the office of Shebaitship of the said Deity being the male legal heirs or representative of the deceased Shebait.
- E. The said Sunil Kumar Bhattacharya and Amar Chakraborty did not perform any seba puja and relinquished their respective rights unto and in favour of Ganesh Chandra Bhattacharya by two several Bengali Deeds of Conveyance dated 14th July, 1953 and 12th October, 1955 and registered in the office of the Sub-Registrar Baruipur and recorded in Book No. I, Being Deed No. 5592 for the year 1953 and recorded in Book No. I, Being Deed No. 6894 for the year 1955 respectively.
- F. The said Ganesh Chandra Bhattacharya thereafter out of his own will and volition continued act as the sole sebait of SREE SREE RAJ BALLAV SHIB THAKUR until the time mentioned hereafter.
- G. After retirement from service it became difficult on the part of the said Ganesh Chandra Bhattacharya to continue to carry on the daily seba puj and in the circumstances he had no option but filed an application under Sections 34 and 36 of the Indian Trust Act praying seeking permission from the Court of the District Judge at Alipore so as to sell and transfer the said land held by the said Deity for the welfare and benefit and seba puja of the deity on such terms as to the Ld. Court would deem fit and proper and the said application was registered as Misc. Case No. 267 of 1988.
- H. By an order dated 19th November, 1988 Sri G. R. Bhattacharjee, District Judge at Alipore disposed of the said matter being Misc. Case No. 267 of 1988 thereby observed that the Debutter created as aforesaid is a private Debutter and as such no permission of the Court is necessary in Law, and accordingly by the said order the said Ganesh Chandra Bhattacharya was granted leave to deal with the said premises at his discretion for the welfare and benefit of the said Deity.
- I. The said Ganesh Chandra Bhattacharya who during his life time was a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving his wife Smt. Nandarani Bhattacharya, son Asok Kumar Bhattacharya and daughters Smt. Rekha Chakraborty, Smt. Rita Bhattacharya and Smt. Nipa Bhattacharya as also Ashish Chakraborty, Manas Chakraborty and Suman Chakraborty all being sons

of his predeceased daughter Smt. Reba Chakraborty as his only legal heirs and heiresses under the Hindu Law of Succession who thus inherited the said premises jointly and in equal 1/6th share each save that the last three named persons jointly acquired and undivided 1/6th part or share therein.

- J. The heirs and legal representatives of the said Ganesh Chandra Bhattacharya, deceased mutually agreed to deal with and dispose of the said premises and to utilize the part of the consideration derived from RS Dag No. 3106 for the betterment and welfare of SREE SREE RAJ BALLAV SHIB THAKUR.
- K. It is further mutually agreed by the legal heirs and representatives of Ganesh Chandra Bhattacharya, deceased that all other heirs and legal representatives namely Smt. Nandarani Bhattacharya, Smt. Rekha Chakraborty, Smt. Rita Bhattacharya and Smt. Nipa Bhattacharya as also Ashis Chakraborty, Manas Chakraborty and Suman Chakraborty would release and relinquish their right and interest in or upon the said premises unto and in favour of Asok Kumar Bhattacharya absolutely and forever so as to empower him to deal with the said premises and assume the office of the Shebait for such purpose so as to enable them to carry out the daily seba puja of the said Deity.
- L. The said Smt. Nandarani Bhattacharya, Smt. Rekha Bhattacharya, Smt. Rita Bhattacharya and Smt. Nipa Bhattacharya as also Ashis Chakraborty, Manas Chakraborty and Suman Chakraborty have recorded their intention of releasing and relinquishing their share or interest in the said premises absolutely and forever in favour of the Owner herein by several affidavits affirmed by each of them before the Ld. Chief Metropolitan Magistrate, Kolkata.
- M. Thus, the Owner herein became seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** pieces and parcels of Land comprised in RS Dag No. 3105 corresponding to LR Dag No. 3142 appertaining to LR Khatian No. 1315/1 containing an area of 14 satak be the same a little more or less and Part of RS Dag No. 3106 corresponding to LR Dag No. 3143 appertaining to LR Khatian No. 411 containing an area of 24.4 satak out of 77 satak more or less aggregating to 38.4 satak equivalent to 23 cottahs 3 chittacks and 31 sq. ft. more or less and more fully and particularly described and mentioned in the **FIRST SCHEDULE**

hereunder written and hereinafter for the sake of brevity referred to as the "Said Premises".

- N. The Owner herein with the intention of beneficial and profitable user of the Said Premises approached the Developer who hitherto is engaged the development of the adjacent land as aforesaid with a proposal for effectively development of the Said Premises on joint venture basis along with the ongoing development of the adjacent land for mutual benefit.
- O. After considering the said proposal and in view of the fact that the Developer hath already commenced and effected construction of several building and buildings in accordance with the plan sanctioned by Rajpur Sonarpur Municipality for commercial exploitation in or upon the adjacent land, hath agreed to enter into this agreement for joint development on the terms, conditions and stipulations hereinafter appearing and further agreed to enter into this joint venture agreement of future guidance for mutual rights and obligations of the parties hereto.

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

1. **DEFINITIONS** : Unless in these presents it is repugnant to the context the following words shall mean and include :-
 - OWNERS**- shall mean the said (1) **ASOK KUMAR BHATTACHARYA** son of Late Ganesh Chandra Bhattacharya and at present residing at No. 47, Dr. B. C. Roy Road, P. O. Dakshin Jagaddal, District- 24 Parganas (South), Kolkata- 700 151.
 - 1.1. **DEVELOPER**- shall mean the said **STARLITE INFRACON PVT. LTD.**, a company incorporated under the Companies Act, 1956 and having its Registered Office at No. 116/1/1, Mahatama Gandhi Road, Kolkata – 700 007, P. S. Jorasanko, being represented by its Director Mr. Mudit Podddar, working for gain and/or carrying on business at or from the aforesaid address, duly empowered and authorised on that behalf.
 - 1.2. **SAID PREMISES**- shall mean **ALL THAT** pieces and parcels of Land comprised in RS Dag No. 3105 corresponding to LR Dag No. 3142 appertaining to LR Khatian No. 1315/1 containing an area of 14 satak be

the same a little more or less and Part of RS Dag No. 3106 corresponding to LR Dag No. 3143 appertaining to LR Khatian No. 411 containing an area of 24.4 satak out of 77 satak more or less aggregating to 38.4 satak equivalent to 23 cottahs 3 chittacks and 31 sq. ft. more or less and more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written AND delineated and shown in the map or plan annexed hereto and thereon enclosed within Red Border line.

- 1.3. **NEW BUILDING-** shall mean and include residential/commercial building or buildings to be constructed in or upon the said premises including car parking and other spaces for common use and enjoyment in accordance with the plan already sanctioned by the Rajpur-Sonarpur Municipality authorities upon demolishing the old structure as per the existing building rules including any additional stories constructed or to be constructed over it, if permitted by the Rajpur Sonarpur Municipality.
- 1.4. **COMMON AREAS AND AMENITIES-** shall include roof, terrace, corridors, ways, stairways, passage ways, pump room, lift shafts, drive ways (excepting those reserved for open car parking spaces), gardens, Boundary wall, lobbies, machine room, electric meter room, generator room, stair head, u. g. water reservoir, septic tanks and drainage system, overhead tank, water pump and meter and other facilities and spaces whatsoever required for the use, establishment, location, enjoyment, provision, maintenance and/or management of the building complex including any extension or merger thereof arising out of any scheme of development of the contiguous and adjacent and being the Second Premises.
- 1.5. **SALEABLE AREAS** shall include units (being flats, apartments, shops and other constructed spaces), covered parking spaces, open parking spaces, terraces attached to units, and other areas at the Building Complex capable of being transferred independently or as appurtenant to any unit and shall also include any area, signage right, or other right/privilege at the Building Complex capable of being commercially exploited or transferred for money.
- 1.6. **COMMON PURPOSES** shall mean and include the purposes of managing, maintaining up-keeping and administration of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Intending Buyers; collection and

disbursement of the Common Expenses, regulating mutual rights, obligations and liabilities of the Intending Buyers; and dealing with the matters of common interest of the Intending Buyers.

- 1.7. **COMMON EXPENSES** shall mean and include all fees, costs, charges and expenses to be incurred for the Common Purposes.
- 1.8. **ALLOCABLE SPACE** shall mean the complete constructed space /area in the new building for independent use and occupation after making due provisions for common portion/facilities and space required thereof.
- 1.9. **SUPER-BUILT UP SPACE** shall mean the space in the building available for independent use and occupation including proportionate area for common facilities and the space required therefore as applicable.
- 1.10. **FLAT/APARTMENT/UNIT** shall mean and include the individual unit, flat, apartment, shop, space etc. in the new building available for independent use and occupation by the prospective buyer or buyers including the Owner/ Developer and their respective nominee or nominees.
- 1.11. **OWNER'S ALLOCATION** shall mean and include 26% (Twenty-six) of the total built up area (only residential) Together With equivalent share of car parking spaces including undivided proportionate share in the land underneath along with undivided proportionate 26% (Twenty-six) share in the common areas and facilities as per FAR sanctioned by the concerned municipality restricted only to the said premises specified in Clause 1.2. above restricted to FAR of 2.0 limited to the Bastu Land only.

Immediately after submissions of the Building Plan with the concerned municipal authorities for sanction, the Owner and the Developer shall enter into a supplementary agreement thereby specifically identifying their respective allocation of the built up areas whereafter the Developer shall proceed to execute and register the consequential Power of Attorney under this agreement for implementation of the scheme formulated herein unto and in favour of the Developer and/or its nominee or nominees.

- 1.12. **DEVELOPER'S ALLOCATION** shall mean and include 74% (Seventy-four) of the total built up area (both commercial and residential) Together With equivalent share of the car parking spaces as sanctioned by the concerned municipality in respect of the Said Premises described in Clause 1.2 above as also 100% (Hundred percent) of the total built up area calculated on the basis of the difference of the aggregate built up area sanctioned in respect of the said amalgamated premises between the Said Premises defined above and the adjacent premises owned by the Developer.
- 1.13. **ARCHITECT**- shall mean the person or persons who may be appointed by the Developer for designing, planning and supervising construction of the said building.
- 1.14. **BUILDING PLAN**- shall mean and include the building plan that would be drawn up and prepared by the Developer and to be sanctioned in the name of the Owner by Rajpur Sonarpur Municipality with said alterations and/or modifications as would be made by the Developer for the convenience of the parties from time to time with the approval of the said Rajpur Snarpur Municipality.
- 1.15. **TRANSFeree** :shall mean the person, firm, limited company, Association of persons to whom any space in the new building will be transferred by the Developer or Owner.
- 1.16. **TRANSFER** : with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of unit in a multi storied building to purchasers thereof although the same may not amount to a transfer in law.
- 1.17. **PURCHASER** : shall mean a firm, limited company, association & person or persons to whom any unit or built up area in the new building is being transferred.
- 1.18. **UNIT** : shall mean flat and other common areas in the new building proposed to be constructed at the said premises including/excluding car parking space or garage, as the case may be.
- 1.19. **ADVOCATE** : shall mean the lawyer or law firm who shall be appointed by the Developer for preparation and execution of development agreement, power of the attorney and/or any other documents of

transfer in favour of the prospective purchaser to be inducted by the developer from his allocated share.

- 1.20. **EXPRESSIONS** : imparting masculine shall include feminine and neuter gender.
- 1.21. **WORDS** : imparting plural number shall include singular number as well as vice-versa.
- 1.22. **THE PARAGRAPHS** heading to the articles do not form part of this Agreement and shall not be taken into account for construction or interpretation thereof but subject to variable FAR ratio as mentioned above.
- 1.23. **ADDITIONAL FLOORS/AREAS** : shall mean and include any additional floor that would be permitted by the Rajpur-Sonarpur Municipal Authorities or any other concerned authorities constructed in or upon the original sanctioned buildings and shall also mean and include any further new structure and/or construction on any premises and/or land contiguous to the said premises and acquired for this project by the Owner and/or the Developer as the case may be and amalgamated for the existing premises with power to make further construction having some common facilities and amenities and the scheme of development thereof including revenue sharing shall be made between the Owner and the Developer in the existing ratio.
- 1.24. **EXTRAS AND DEPOSITS** in addition to the consideration the Developer shall be entitled to charge from the intending Buyers and/or Transferees of the saleable areas in the building complex including from the Owner to the extent of their portion or share certain expenses and deposits on diverse heads concerning the project to secure the obligations and liabilities of the intending Buyers specified in the **THIRD SCHEDULE** hereunder written.

2. COMMENCEMENT

- 2.1. This Agreement shall come into effect immediately on execution of this Agreement hereof.

3. RIGHT TITLE AND INDEMNITIES BY THE OWNERS

- 3.1. The Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises and every part thereof described in the **FIRST SCHEDULE** hereunder written and shall make out a marketable title to the said premises to the satisfaction of the Developer.
- 3.2. That the entirety of the said premises is free from all encumbrances charges, liens, lispendens, attachments, trusts whatsoever or howsoever.
- 3.3. The Owner has a marketable title in respect of the said premises and shall deliver peaceful and vacant possession simultaneously with the execution of this agreement strictly for the purpose of implementation of the scheme of development only.
- 3.4. The Owner has not entered into any Agreement for development nor has created interest in favor of any third party in the said premises or any part thereof.
- 3.5. The Owner agree to keep the Developer indemnified against any claim or demand being made by any third party in respect of the said premises thereby affecting the right, title, interest and possession thereof and/or any defect in the title of the Owner.
- 3.6. There is no proceeding initiated by the Rajpur-Sonarpur Municipality or any other authorities regarding the existing construction or any part thereof nor any such proceeding is pending.
- 3.7. In case any encumbrance or curable defect/deficiency in title is found to be affecting the said Property or any part thereof, the Owner shall remove and cure the same at its own costs and expenses promptly and within 30 days of receiving a notice from the Developer.
- 3.8. That the said premises is not subject to any order of acquisition or requisition nor any part of the said premises is subject to road alignment.

4. OWNER'S ALLOCATION

- 4.1. **OWNER'S ALLOCATION** shall mean and include 26% (Twenty-six) of the total built up area (residential) Together With equivalent share of car

parking spaces including undivided proportionate share in the land underneath along with undivided proportionate 26% (Twenty-six) share in the common areas and facilities as per FAR sanctioned by the concerned municipality restricted only to the said premises specified in Clause 1.2. above more fully and particularly described and mentioned in the **SECOND SCHEDULE** hereunder written.

5. **DEVELOPER'S ALLOCATION**

- 5.1. shall mean and include 74% (Seventy-four) of the total built up area (both commercial and residential) Together With equivalent share of the car parking spaces as sanctioned by the concerned municipality in respect of the Said Premises described in Clause 1.2 above as also 100% (Hundred percent) to the total built up area calculated on the basis of the difference of sanction in respect of the Said Premises as defined in Clause 1.2 above and the amalgamated land more fully and particularly described and mentioned in the **THIRD SCHEDULE** hereunder written.

6. **OWNER'S OBLIGATIONS, COVENANTS AND REPRESENTATIONS**

- 6.1. The Developer shall be eligible with or without workmen to enter into the said premises for the purpose of the soil testing, measurement, survey and/or preparation of the site plan of the said premises without any obstruction demur or objection on the part of the Owner or any person claiming through or under them.
- 6.2. The Developer shall be entitled to prepare the plan and with prior consent of the Owner and his allocation to be done (subject to the same plan being sanctioned by the authorities), submit the same to Rajpur-Sonarpur Municipality in the name of the owners and the Developer shall pay and bear all costs, fees for sanction of the plan, Architect's fees and expenses required to be paid for obtaining the sanction of the plan for construction of the building at the said premises which shall under any circumstances need be followed up by the Developer so as to obtain sanction from the concerned municipal authorities within a period not exceeding 8 (Eight) months from the date of delivery of peaceful, vacant and khas possession of the said premises without any reservation and/or restriction whatsoever and howsoever. However the developer shall construct and complete the new building/buildings including the Owner's allocation and the common facilities and amenities in terms of the

sanctioned plan within a period of 36 (Thirty-six) months reckoned from the date of sanction of the plan by Rajpur-Sonarapur Municipality and/or obtaining full vacant possession of the premises whichever date is later. (subject to FORCE MAJEURE) PROVIDED HOWEVER, the Developer may if the circumstances so demand apply for an extension of time for completion of the construction whereupon the owner shall extend such time for a further period of 3 (Three) months from the date of expiration of the initial period of 36 (Thirty-six) months. The date of completion shall be taken as the date of certificate of the Architect stating that the building is complete and an application for obtaining the completion certificate is filed with the concerned authorities. Any delay in the completion of construction due to owners action or Owner not performing his obligation shall not be included in this time period. In the event the Developer fails to complete the project within the time period including the grace period as mentioned above then an amount of Rs. 40,000/- (Rupees Forty Thousand) only per month, for the period of such delay, shall be paid to the Owners by the developer as damages for the period of delay.

The Developer shall make all endeavour to obtain the Completion Certificate from the concerned municipal authorities within a period of one year from the date of completion of construction of the new building or buildings as per this Development Agreement by the Developer.

- 6.3. The Owners hereby further agree and covenant with the developer as follows :-
- a) Not to cause any interference or hindrance in the construction of the proposed building at the said premises by the developer, provided the construction is done in consonance with the building sanctioned plan and in terms of the Agreement.
 - b) Not to do any act deed or thing whereby the developer is prevented from selling, assigning or disposing of any portion of the developer's allocation in the proposed building.
 - c) Not to let out, grant lease, mortgage or charge or in any way transfer or encumber the said premises or any portion thereof without the consent in writing of the developer.
 - d) To sign and execute all deeds, papers and documents building plan, applications and render all assistance as may be required by the Developer from time to time concerning the said premises which are necessary for its development.

- e) To appoint the Developer as their constituted attorney with all powers and authorities to develop the said premises in terms of this Agreement and for that purpose to authorize the Developer to sign all deeds, papers, documents, application, building plan for and on behalf of and in the name of the owner and to further empower and authorize the Developer to represent them before all Government, statutory and other authorities including Court of Law.
- f) To hand over of the original documents of title and other papers concerning the Said Premises to the Developer strictly for the purpose of implementation of the scheme of development.

6.4. The Owner shall execute a Power of Attorney in favour of the Developer or its nominee or nominees to enable the Developer to take up the work of development including construction at the said premises in terms of this Agreement and for sale of the undivided share in the land attributable to the saleable area and receive consideration for the same with right to grant valid discharge.

6.5. To co-operate with the Developer in formulating a scheme whereby the common areas, facilities and amenities of the said premises and that of the premises having holding No. 23 also being developed by the Developer, can be used mutually by the flat Owners of the two premises and shall for the purpose of utilization (usage) remain common to both the premises.

7. DEVELOPER'S RIGHTS AND OBLIGATIONS

7.1. The Owners hereby allow subject to what has been hereinafter provided to the Developer to build, construct, erect and complete the said building thereon and to commercially exploit the same by entering into agreements for sale and/or transfer and/or construction in respect of the developer's allocation in accordance with the plan sanctioned by the Rajpur-Sonarpur Municipality with or without amendment and/or modification made or caused by the Developer with the written approval of the owner.

7.2. The Developer shall have the right to enter into any agreement or making any arrangement for acquiring the contiguous land and/or entering into any scheme of development thereof on such terms so as to

derive optimum utilization of the said two contiguous premises in effecting development thereof jointly so that the common areas, facilities and services in the two contiguous premises remain common to each other for mutual benefit and optimum utilization thereof by the owner and/or the Developer and/or all person or concerns claiming through or under them for all intents and purposes.

- 7.3. Nothing in these presents shall be construed as a demise or assignment or transfer by the Owners of the said premises or any part thereof to the Developer or as creating any right, title and interest in respect thereof to the Developer other than a licence to the Developer to commercially exploit the said premises in terms hereof and to deal with the Developer's allocation in the buildings to be constructed thereon in the manner and subject to the terms hereinafter stated. The developer further undertakes to comply with the terms and conditions contained herein.
- 7.4. The Developer shall be solely responsible for obtaining possession of the portion of the existing premises from the occupation of the present tenant and all costs, charges and expenses on the said account in obtaining such possession for implementation of this scheme shall be paid and borne by the developer save reallocation of newly constructed built up area, if any.
- 7.5. After the Building Plan is drawn up and prepared by the Developer through their Engineer or the Architect, as the case may be, it shall be submitted by the Developer with the concerned municipal authorities for sanction after obtaining the signature of the Owners on the said Plan.

8. CONSIDERATION

- 8.1. In consideration of the Owner contributing the said premises as aforesaid and subject to the Owner fulfilling their obligations herein contained the Developer hath agreed to develop the said premises by constructing new building or buildings thereon at its own costs and expenses, make payment of all other outgoings from the date of handing over possession until completion of construction and/or delivery of possession of the diverse constructed portion to the ultimate Purchaser including its other obligations.

- 8.2. The Developer at its instance shall cause the building plan to be drawn up and prepared and thereafter apply before the Rajpur Saonarpur Municipality in the name of the Owner for being sanctioned with or without modifications and shall be liable to incur and bear all costs, charges and expenses on account of preparing, drawing up and obtaining sanction of such building plan including the fees payable to the Architect and all incidentals thereto.
- 8.3. The Developer at its own costs shall obtain all necessary permission and/or approvals and/or consent of the authorities for the construction of the new building.
- 8.4. The Developer shall pay costs of supervision of the development and bear all costs charges and expenses for construction of the building or buildings at the said premises.
- 8.5. The aforesaid terms and other terms as embodied in this agreement are the consideration for grant of exclusive right for development of the said premises.
- 8.6. The Developer shall also construct, erect, complete and make habitable uniformly at its own costs the entire building complex including common facilities and amenities for the said building complex.
- 8.7. The Developer shall have no exclusive right, title and interest in the building complex save proportionate share in the construction of saleable areas including common areas and amenities corresponding to Developer's allocation.
- 8.8. The Developer shall have no right to claim for payment or reimbursement of any cost expenses or charges incurred towards the construction of the Owner's allocation and of the Owners' undivided proportionate share in common facilities and amenities.
- 8.9. At all stages of development and construction the Owner shall be entitled to All That 26% of the total saleable areas therein together with equivalent 26% undivided share in common areas, facilities and installations as also in the said premises upon which said constructions are effected and attributable to the proportionate saleable area in its allocation and the Developer shall be entitled to 74% of the total saleable area therein together equivalent 74% of the undivided share in

common areas, facilities and installations as also in the said premises taking into consideration of the adjacent premises and attributable thereto.

Out of the Owner's Allocation of the built up area identified by the parties, half of the Owner's Allocation shall be made at the Owner's choice and the remaining half shall be made at the choice of the Developer.

- 8.10. The Owner shall at the request and cost of the Developer sign and execute such papers and documents as may be necessary from time to time for conferring title on the purchaser or purchasers of the unit from the developer's allocation including car parking space and in addition thereto for that purpose shall authorize and empower the developer as its Constituted Attorney to sign such paper and documents as may be thought fit and proper. The costs including stamp duty and registration charges and all incidental expenses of such papers and documents shall be borne and paid by the developer and/or its purchaser or purchasers. However, execution and registration of deed of conveyance shall be done only after handing over of possession of the Owner's allocation as stated earlier.
- 8.11. In case at any time after the sanction of the plan for the Building Complex, any additional area beyond those sanctioned thereunder can be constructed lawfully in or upon the said Premises or any part thereof, due to changes in any law, rules, regulations or bye-laws or otherwise, it shall be likewise shared between the Owner and the Developer at the ratio of 26:74 subject to the variable FAR ratio specified hereinabove.
- 8.12. In case at any time after the sanction of the plans for the Building Complex, any portion of constructed saleable area comprised in the said Property is leased to any intending party, then in such event, the lease rent and/or lease premium realized from such leasehold arrangement for such portion out of the constructed saleable area shall accrue to and belong to the Owner and the Developer in the same Net Revenue Sharing Ratio of 26%:74% respectively.
- 8.13. The Developer/Owner shall be entitled to transfer from and out of their respective allocation in any form different portions and/or units including the car parking space to various purchasers in any form and on such terms and conditions as it may deem fit and proper without any

reference, consultation, advice or consent of each other. The Developer and the owner shall execute all documents as may be necessary for effecting or perfecting the transfer made as aforesaid in favour of the Purchaser.

8.14. Each of the promises herein contained shall be the consideration for the other.

8.15. The Owner shall at the request and cost of the developer jointly sign and execute such papers and documents as may be necessary from time to time for conferring title unto the purchaser or purchasers of the unit including car parking space and in addition thereto for that purpose shall authorize and empower the Developer as its Constituted Attorney to sign such paper and documents as may be thought fit and proper. The costs including stamp and registration charges and all incidental expenses of such papers and documents shall be borne and paid by the purchaser or purchasers.

8.16. Both the Owner and the Developer shall be parties to all contracts, agreements, deeds of sale or transfer of documents appurtenant to sell and transfer of the saleable areas of the newly constructed buildings, complex in favour of intending buyers. It is further mutually agreed between the parties that the Owner shall execute and register necessary power of attorney in favour of the nominees of the Developer to execute and register such documents of transfer in favour of the intending buyers on behalf of the Owner. The cost of stamp duty and registration fees shall be paid and borne by the respective intending buyers.

9. PROCEDURE

9.1. The Owner shall grant unto the developer and/or its nominee or nominees a general power of attorney as may be required for the purpose of applying for and obtaining sanction of the building plan in the name of the Owner's including all necessary permissions, sanctions no objections from diverse authorities as are required in law for the time being in connection with the construction of the building and also for the purpose of pursuing and following up the matter with the Rajpur-Sonarpur Municipal Authorities and other concerned authorities.

10. CONSTRUCTION

10.1. The Developer shall be solely and exclusively responsible for construction of the building as per sanctioned plan and in accordance with the guidelines and/or building rules of the Rajpur-Sonarpur Municipality. The Owner shall have liberty to inspect and see the progress of the said construction to be done in accordance with the provision stated herein from time to time.

11. BUILDING

- 11.1. The Developer shall at its own cost construct, erect, complete and make habitable uniformly the building and the common facilities and amenities including the Owner's allocation at the said premises in accordance with the plan sanctioned by the Rajpur-Sonarpur Municipality Authorities with good and standard materials mentioned in the **FOURTH SCHEDULE** hereunder and/or those specification as may be specified by the Architect from time to time.
- 11.2. The Developer shall also provide and install a generator of sufficient capacity as the developer may think fit and proper and all costs, charges and expenses on account thereof including the cost of its distribution shall be paid and borne by the Developer.
- 11.3. The Developer shall be authorized on behalf of the Owner in so far as is necessary to apply for and obtain at their costs and expenses quotas, entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity, power, drainage, sewerage and/or gas to the building and other provisions and facilities required for the construction or enjoyment of the building for which purpose the owner shall execute in favour of the Developer or its nominee a Power of Attorney and other authorities as shall be required by the Developer from time to time.
- 11.4. The Developer shall at its own costs and expenses and without creating any financial or other liability on the owner construct and complete the new building and various units therein in accordance with the building plan.

11.5. All costs, charges and expenses, legal and/or otherwise, including Architects fees shall be paid discharged and borne by the developer and the owner shall have no liability in this context.

12. COMMON FACILITIES

12.1. Strictly on and from the date of receipt of peaceful vacant possession of the Said Premises the Developer shall be liable for payment of all municipal rates, taxes and outgoings concerning the Said Premises and shall also pay and bear necessary costs, charges and expenses in getting the names of the Owner mutated and recorded with the records maintained by the concerned B. L. & L. R. O.

12.2. The Owner and the developer shall punctually and regularly pay for the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owner and the Developer and both the parties shall keep each other indemnified against all claims actions demands costs charges expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be, consequent upon any default by the Owners or the Developer including any person or persons claiming through or under them in this behalf.

12.3. As and from the date of service of notice of possession the intending Buyers shall be responsible to pay and bear proportionate share of the maintenance charges for the common facilities in the building at the rate of Rs. 1.50 paise per sq. ft. payable for the respective allocations, and such charges shall include proportionate share of premium for the insurance of the building electricity duties, water, fire and scavenging charges and taxes for light sanitation and operation 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 equipment switchgear transformers generators pumps motors and other electrical and mechanical installations appliances and equipments stairways corridors halls passages ways lifts shafts gardens park ways and other common facilities (inclusive of both the premises as the case may be) whatsoever as may be mutually agreed from time to time.

- 12.4. All deposit or payment as required to be made to the West Bengal State Electricity Distribution Co. Ltd. authorities for any individual supply in respect of any part of the saleable area shall be paid and discharged by the intending Buyers and/or Transferees.

13. DEVELOPER'S INDEMNITY

- 13.1. The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or omission of the developer in or relating to the development of the said premises and the construction of the said building, and the owner shall not be held answerable, responsible and/or liable under any circumstances in any way whatsoever. The Developer further indemnifies the Owners against any loss, damage, accident occurring due to nature of construction and quality of materials used.
- 13.2. The Developer hereby further undertakes to keep the owner indemnified against any financial liabilities, if any, taken by the developer from the Bank or other institution for the purpose of development of said premises. The Developer shall have no right to mortgage the said property with the Bank and/or other financial institution for the purpose of taking any loan whatsoever, without the consent of the Owner.
- 13.3. That in no event the Owner nor any of their estate shall be responsible and/or be made liable for payment of any dues of Bank or other financial organization and for that purpose the developer shall keep the Owner indemnified against all action suits, proceedings and other charges in respect thereof.

14. MARKETING AND TRANSFER OF SALEABLE AREAS:

- 14.1. **Marketing:** The Owner shall exclusively be entitled to do, execute and perform all acts, matters and things in connection with the marketing of the entire Saleable Areas of the Owner's Allocation in the manner the Owners may deem, fit and proper. Similarly, The Developer shall exclusively be entitled to do, execute and perform all acts, matters and things in connection with the marketing of the entire Saleable Areas of the Developer's Allocation in the manner the Developer may deem, fit and proper.

- 14.2. **Transfer:** Both the Owner and the Developer shall be parties to all contracts, agreements, deeds of sale/transfer and documents pertaining to sale and transfer of the Saleable Areas of the Building Complex in favour of the Intending Buyers Owner. It has been mutually agreed between the Parties that, the Owner shall execute and register necessary power of attorney in favour of the nominees of the Developer to execute and register such documents of transfer in favour of the Intending Buyers on behalf of the Owner. The cost of stamp duty and registration fees on such documents of transfer shall be borne and paid by the respective Intending Buyers.
- 14.3. The sale of the Saleable Areas (including the land comprised in the said Property or any share thereof as being property appurtenant to any Saleable Area) in favour of Intending Buyers or otherwise shall be free from all encumbrances whatsoever created made done or suffered by the Owners or the Developer and any claim, liability or encumbrance (not being any encumbrance created pursuant to any Intending Buyer taking housing loan) if so found to be affecting such Saleable Area shall be promptly and diligently cleared by the Party responsible for the same.
- 14.4. All agreements, deeds of sale/transfer of Saleable Areas and documents otherwise relating to the Project shall be drafted by T. C. RAY & CO., Solicitors & Advocates appointed by the Developer.

15. Delay Default and/or Negligence by Parties

- 15.1. Any claim demand loss liability interest penalty damage action proceeding or litigation caused by or arising out of any delay default and/or negligence of any of the Parties hereto shall be the separate liability of the Party committing such delay default and/or negligence and all expenses to cure the same shall also be the separate liability of the Party committing such delay default and/or negligence.

16. MISCELLANEOUS

- 16.1. The Owner and the Developer have entered into this agreement purely on principal-to-principal basis and nothing contained herein shall be deemed to construe a partnership between the Developer in any manner nor shall the parties thereto constitute an association of persons.

- 16.2. It is understood that from time to time in order to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer and for which the developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby, undertake to authorize and empower the Developer in the matter and the owner shall execute any such additional power of attorney and/or authorizations in favour of the developer or its nominee or nominees as may be required by the Developer for the purposes and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such actions deeds matters and things do not in any way fringe on the rights of the owner and/or go against the spirit of this Agreement.
- 16.3. Any notice required to be given by the one shall without prejudice to any other mode of service available be deemed to have been served on the other if delivered by hand with due acknowledgement or sent by pre paid registered post with acknowledgement due at the last known address irrespective of any change of address or return of the cover sent by registered post without the same being served.
- 16.4. The Developer and the Owner jointly shall frame a scheme for the management and administration of the said building or buildings and/or common part thereof. The parties hereby agree to abide by all the rules and regulations of such Management Society Association/Holding Organization and hereby give their consent to abide by the same.
- 16.5. As and from the date of completion of the building the Developer and/or the Owners and/or their transferees shall be liable to pay and bear proportionate charges on account of ground rent if any and wealth tax and other taxes payable in respect of their respective spaces.
- 16.6. There is no existing agreement regarding the development or sale of the said premises and that all other arrangements, if any, prior to this agreement have been cancelled and are being superseded by this agreement.
- 16.7. It is agreed by and between the parties hereto that the building or buildings that would be constructed on the basis of the scheme of

development formulated herein shall be known and/or named as **DNP HEIGHTS**.

17. DOCUMENTATION

17.1. All documents in connection with the above project including applications, affidavits, declarations, deeds, agreements and/or any other document of like nature shall be such as would be prepared by T. C. Ray & Co., Advocates & Solicitors of No. 6, Old Post Office Street, Kolkata the Advocate appointed by the Developer. All agreement for sale and its deeds or any other documents pertaining to owner's allocation shall be prepared at the discretion of the Owner.

18. FORCE MAJEURE

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

18.2. Force majeure shall mean flood, earthquake, riot, war storm, tempest, civil commotion, strike, act of state and/or any other act or commission beyond the reasonable control of the Developer.

19. JURISDICTION

19.1. The parties shall not be entitled to invoke jurisdiction of any civil court without exhausting their remedy of Dispute Redressal provision contained in this agreement. PROVIDED HOWEVER, any action by any of the parties under the said Arbitration Agreement can only be done or moved or filed in the Hon'ble High Court at Kolkata.

20. DISPUTE REDRESSAL

20.1. Disputes and differences, if any, arises between the parties hereto concerning interpretation of any of the terms of this agreement and/or any act or omission of the parties arising therefrom shall firstly be attempted to be resolved through mediation within a reasonable time. If such mediation does not yield any fruitful result within a period of 60 days from the date of initiation then the parties shall have the liberty to refer the matter for adjudication through arbitration of a single

Arbitrator if the parties so agree upon. As otherwise each of the parties shall be entitled to appoint his or theirs' own arbitrator and the arbitrators so appointed shall nominate a third arbitrator and the three arbitrators so appointed shall constitute the arbitral tribunal and the decision of such arbitral tribunal shall be final binding and conclusive for all intents and purposes.

- 20.2. Such arbitration proceedings shall be held at Kolkata and the official language shall be English.
- 20.3. Such arbitration shall be proceeded in accordance with the provisions contained under the Arbitration & Conciliatin Act, 1996 and/or the rules framed thereunder.

21. APPLICABLE LAWS

- 21.1. The implementation of this agreement and all acts and/or commission and/or omission thereof by the parties hereto and/or any person claiming through or under them including their nominee or nominees shall be governed by all applicable laws whether Central or State for the time being in force including their amenities and/or modifications from time to time.
- 21.2. The Owner and/or the Developer as the case may be shall be bound to comply with the provisions of the Income Tax including the provision of tax deduction at source.
- 21.3. The Owner and/or the Developer as the case may be shall be liable and/or responsible for collection or sales tax, vat or any other in direct taxes realizable against consideration and shall deposit the sum with the authorities in due course.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT pieces and parcels of Land comprised in RS Dag No. 3105 corresponding to LR Dag No. 3142 appertaining to LR Khatian No. 1315/1 containing an area of 14 satak be the same a little more or less and Part of RS Dag No. 3106 corresponding to LR Dag No. 3143 appertaining to LR Khatian No. 411 containing an area of 24.4 satak out of 77 satak more or less aggregating to 38.4 satak equivalent to 23 cottahs 3 chittacks and 31 sq. ft. more or less being No. 47, Dr. B. C.

Roy Road, P. O. Dakshin Jagaddal, P. S. Sonarpur, District- 24 Parganas (South), Kolkata - 700 151 and butted and bounded i.e. say :

ON THE NORTH : By House of Ashish Chakraborty

ON THE SOUTH : By Part of RS Dag No. 3106

ON THE EAST : By the Plot of Starlite Infracon Pvt. Ltd. And

ON THE WEST : By 12' common passage

AND delineated and shown in the map or plan annexed hereto and thereon enclosed within Red Border line.

SECOND SCHEDULE ABOVE REFERRED TO
OWNERS' ALLOCATION

OWNERS' ALLOCATION shall mean and include 26% (Twenty-six) of the total built up area (both residential as well as commercial) Together With equivalent share of car parking spaces including undivided proportionate share in the land underneath along with undivided proportionate 26% (Twenty-six) share in the common areas and facilities as per FAR sanctioned by the concerned municipality restricted only to the said premises specified in Clause 1.2. above.

THIRD SCHEDULE ABOVE REFERRED TO
DEVELOPER'S ALLOCATION

Developer's allocation shall mean and include 74% (Seventy-four) of the total built up area (both commercial and residential) Together With equivalent share of the car parking spaces as sanctioned by the concerned municipality in respect of the Said Premises described in Clause 1.2 above as also 100% (Hundred percent) to the total built up area calculated on the basis of the difference of sanction in respect of the Said Premises as defined in Clause 1.2 above and the amalgamated land.

FOURTH SCHEDULE HEREUNDER WRITTEN
(SPECIFICATION OF THE CONSTRUCTION)

1. STRUCTURE : R. C. C. Frame Structure.

- (e) 12. fees, costs, charges and expenses for installing one or more generators and like other power backup apparatus and all their accessories for the building complex.
 KITCHEN : Platform to be of black Granite, stainless steel sink, Counter will have Ceramic Tiles two feet above the platform. Flooring will be And-Skid tiles/marble.
- (f) Cost of formation of service maintenance company/society;
- (g) 13. Service Tax and like taxes on the aforesaid Extras;
- (h) 13. INTERCOM: Intercom connection for each flat will be provided. Such other amounts as the Developer may charge as extra including but not limited to club membership, legal expenses, installation of generator TELEPHONE & T.V. : One concealed point for each to be provided in every Flat in Din/dinspace for T.V. and Telephone.

15. **DEPOSITS (which shall be interest free) shall include:**

- (a) 16. LIFT : Lift of Good Quality make.
 Deposit on account of maintenance charges, common expenses, municipal rates and taxes, electricity charges etc.,
- (b) ROOF : Water proofing of roof as suggested by the Architect.
 Deposit on account of Sinking Fund;
- (c) Such other amounts as the Developer may take as deposit. **EXTRAS AND DEPOSITS**
 (Note: The Deposit Amounts only shall be transferred to the Association to be formed for the Common Purposes)

EXTRAS shall include :

- (a) IN WITNESS WHEREOF the parties hereto set and subscribed their the full costs charges and expenses for making by the Developer any additions or alterations and/or for providing at the request of the Purchaser any additional facility and/or utility in or relating to the Unit/ or Saleable Areas in excess of the agreed specifications mentioned in the **ANNEXURE** hereinafter written

- (b) ~~all costs charges and expenses for providing any facility or utility or for any installation or amenity, common or otherwise, in addition or up-gradation to those planned to be provided by the Developer.~~

- (c) fees, costs, charges and expenses (including service charges and like) for obtaining electricity connection and electricity line in or for the said Property (including HT or LT supply, Transformer, Switch gear, cable trench, Sub Station and the like) payable to electricity service provider for electric meter.

- (d) SIGNED SEALED AND DELIVERED by the **STARLITE INFRACON PVT.LTD.** DEVELOPER at Kolkata in the presence of :
 Security deposits and all additional amounts or increases thereof payable to the WBSEDA or other electricity service provider for electricity connection at the Building Complex. *Director*

Drafted by

Somnath Ray
 Somnath Ray
 Solicitor & Advocate

SPECIMEN FORM FOR TEN FINGERPRINTS

2.	FLOORING : Living and Dining Space to be done with vitrified tiles and all bed rooms with ceramic tiles.					
3.	TOILETS : Floors to be of Anti-Skid Ceramic Tiles/marble and ceramic tiles up to door height on the walls.					
4.	DOOR : Doors to be hot-pressed phenol bonded flush door with both side commercial ply. Main door to have one side teak ply and one side commercial. All bed room doors will have a mortice/round handle lock, tower bolt and doors stopper. Toilet and kitchen doors to have a handle and tower bolt. Main door will have a night latch, door handle.					
	WINDOWS : All to be of aluminum sliding with full glass panes without grill.					
6.	WALL (INSIDE) : Wall to be (Bright White) Plaster of Paris.					
7.	WALL (OUT) : External water proof treatment based on brand.					
8.	PLUMBING : For all water lines standard VC/GI to be used with ESCO or similar brand fixtures and fittings. All toilets will have two bibcock, shower, pillar cocking basin. One toilet to be provided with hot and cold water lines with a wall mixture instead of the bib-cock, but basin mixture shall not be provided. No Geyser will be provided.					
9.	SANITARY : To be provided with the tern type mode of flush and one wash basin. All sanitary fixtures will be of white color Hindustan/Nycer/Parry/Parry Make.					
10.	PAINTING : Internal doors to be painted with one coat of primer and two coats of white enamel paint. Main door to be finished in wooden polish on one side and other side with white enamel paint.					
11.	ELECTRICAL : Concealed wiring to be provided with Copper Wire of reputable brand. One exhaust fan, aqua guard and 16A point in kitchen and 16 Amp. Point for geyser in one toilet. One A. C. point in Master Bed Room. All rooms will have two light points, one fan point, five Amp. Socket, Switches will be of Modular type.					
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201718-000649861-1
GRN Date: 26/04/2017 14:20:58
BRN: 1197131670
Payment Mode: Online Payment
Bank: ICICI Bank
BRN Date: 26/04/2017 14:21:52

DEPOSITOR'S DETAILS

Id No.: 19010000563899/1/2017
[Query No./Query Year]
Name: Starlite infracon Pvt. Ltd.
Contact No.: 3340630401 Mobile No.: +91 9831041000
E-mail:
Address: 116/1/1, M.G.Road, Kolkata
Applicant Name: Mr T C Ray And Co
Office Name:
Office Address:
Status of Depositor: Buyer/Claimants
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	19010000563899/1/2017	Mutation/Conversion -Receipt	0029-00-800-028-27	6000
2	19010000563899/1/2017	Property Registration- Registration Fees	0030-03-104-001-16	101
3	19010000563899/1/2017	Property Registration- Stamp duty	0030-02-103-003-02	5020
Total				11121

In Words: Rupees Eleven Thousand One Hundred Twenty One only



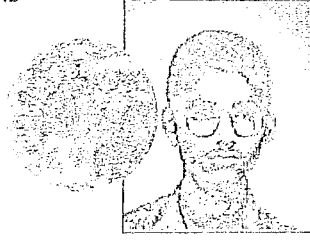
ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

WB / 22 / 155 / 180315

পরিচয় পত্র



Elector's Name	Chandra Soumitra
নির্বাচকের নাম	চন্দ্র সৌমিত্র
Father/Mother/ Husband's Name	Sirhari Charan
পিতা/মাতা/স্বামীর নাম	শ্রীহরি চরণ
Sex	M
লিঙ্গ	পুং
Age as on 1.1.1995	19
১.১.১৯৯৫-এ বয়স	১৯

Handwritten signature and date:
26-04-1995

Address

102, Dhandevi Khanna Road, Calcutta

ঠিকানা

১০২, ধনদেবী খান্না রোড, কলিকাতা

Facsimile signature of the Electoral Registration Officer

Facsimile Signature
Electoral Registration Officer

নির্বাচকনিবন্ধন অফিসারের স্বাক্ষর

For 155 -BELIAGHATA

Assembly Constituency

১৫৫ -বেলেঘাটা

বিধানসভা নির্বাচন ক্ষেত্র

Place CALCUTTA

স্থান কলিকাতা

Date 04.07.95

তারিখ ০৪.০৭.৯৫


शुद्ध विभाग
INCOME TAX DEPARTMENT

शुद्ध विभाग
GOVT. OF INDIA

MUDIT PODDAR
MANOJ KUMAR PODDAR
16/11/1982

Permanent Account Number
AEKPP0088D

Manoj
Signature



Manoj

भारतीय रिजर्व
GOVT. OF INDIA
INCOME TAX DEPARTMENT
STARLITE INFRACON PRIVATE
LIMITED
11/01/2013
Relinquished Account Number
AASCSS496D
Signature

Worse



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - I KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19010000563899/2017

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Asok Kumar Bhattacharya 47, Dr. B. C. Roy Road, P.O:- Dakshin Jagaddal, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700151	Land Lord		 1550	 Asok Kumar Bhattacharya 26.04.2017
2	Mr Mudit Poddar 116/1/1, M. G. Road, P.O:- Burrabazar, P.S:- Jorasanko, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007	Represent ative of Developer [Starlite Infracon Pvt. Ltd.,]			 Mudit Poddar 26.04.17
SI No.	Name and Address of identifier	Identifier of		Signature with date	
1	Mr Soumitra Chanda Son of Mr Srihari Charan Chanda 8/2, K. S. Roy Road, P.O:- G P O, P.S:- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001	Mr Asok Kumar Bhattacharya, Mr Mudit Poddar		 26-04-17	

(Malay Chakrabarty)

ADDITIONAL REGISTRAR
OF ASSURANCE

OFFICE OF THE A.R.A. - I
KOLKATA

Kolkata, West Bengal

Major Information of the Deed

No.:	I-1901-02454/2017	Date of Registration	27/04/2017
Query No / Year	1901-0000563899/2017	Office where deed is registered	
Query Date	23/04/2017 9:17:00 AM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	T C Ray And Co 6 Old Post Office Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830696813, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 87,23,562/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 101/- (Article:E, E, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Jagaddal, Premises No. 47

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1	LR-3142	LR-1315/1	Doba	Doba	14 Dec	1/-	26,24,567/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
L2	LR-3143	LR-411	Bastu	Bastu	24.4 Dec	1/-	60,98,995/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
		TOTAL :			38.4Dec	2/-	87,23,562/-	
	Grand Total :				38.4Dec	2/-	87,23,562/-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Asok Kumar Bhattacharya Son of Late Ganesh Chandra Bhattacharya 47, Dr. B. C. Roy Road, P.O:- Dakshin Jagaddal, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700151 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:AVMPB2943H Status :Individual, Executed by: Self, Date of Execution: 26/04/2017 , Admitted by: Self, Date of Admission: 26/04/2017 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Starlite Infracon Pvt. Ltd., (Private Limited Company) 116/1/1, M. G. Road, P.O:- Burrabazar, P.S:- Jorasanko, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007 PAN No.:AASCS5496D Status :Organization

Address, Photo, Finger print and Signature

Mudit Poddar (Presentant)

of Mr Manoj Kumar Poddar 116/1/1, M. G. Road, P.O:- Burrabazar, P.S:- Jorasanko, Kolkata,
District:-Kolkata, West Bengal, India, PIN - 700007, Sex: Male, By Caste: Hindu, Occupation: Business,
Citizen of: India, PAN No.:AEKPP0088D Status : Representative, Representative of : Starlite Infracon
Pvt. Ltd., (as Director)

Identifier Details :

Name & address

Mr Soumitra Chanda

son of Mr Srihari Charan Chanda

1/2, K. S. Roy Road, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex:
Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of Mr Asok Kumar Bhattacharya, Mr Mudit
Poddar

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Asok Kumar Bhattacharya	Starlite Infracon Pvt. Ltd.,-14 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr Asok Kumar Bhattacharya	Starlite Infracon Pvt. Ltd.,-24.4 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Jagaddal, Premises No. 47

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 3142(Corresponding RS Plot No:- 3105), LR Khatian No:- 1315/1	Owner:শ্রী রাজবল্লভ শিব ঠাকুরের, Address:নিজ, Classification:ডোবা, Area:0.14000000 Acre,
L2	LR Plot No:- 3143(Corresponding RS Plot No:- 3106), LR Khatian No:- 411	Owner:গণেশ চন্দ্র ভট্টাচার্য্য, Gurdian:ভারকা নাথ, Address:নিজ, Classification:বাস্ত, Area:0.69000000 Acre,

Endorsement For Deed Number : I - 190102454 / 2017

Registration at 17:40 hrs on 26-04-2017, at the Private residence by Mr Mudit Poddar ,

Market Value(WB PUVI rules of 2001)

the market value of this property which is the subject matter of the deed has been assessed at Rs

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

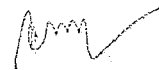
Execution is admitted on 26/04/2017 by Mr Asok Kumar Bhattacharya, Son of Late Ganesh Chandra Bhattacharya, 47, B. C. Roy Road, P.O: Dakshin Jagaddal, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700151, by caste Hindu, by Profession Others

Indetified by Mr Soumitra Chanda, , Son of Mr Srihari Charan Chanda, 8/2, K. S. Roy Road, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Business

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

Execution is admitted on 26-04-2017 by Mr Mudit Poddar, Director, Starlite Infracon Pvt. Ltd., (Private Limited Company), 116/1/1, M. G. Road, P.O:- Burrabazar, P.S:- Jorasanko, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007

Indetified by Mr Soumitra Chanda, , Son of Mr Srihari Charan Chanda, 8/2, K. S. Roy Road, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Business



Malay Chakrabarty

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal

On 27-04-2017

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101/- (E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 21/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 101/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/04/2017 2:21PM with Govt. Ref. No: 192017180006498611 on 26-04-2017, Amount Rs: 101/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1197131670 on 26-04-2017, Head of Account 0030-03-104-001-16

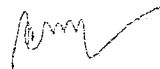
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 5,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 04542, Amount: Rs.5,000/-, Date of Purchase: 26/04/2017, Vendor name: Soumitra Chanda

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/04/2017 2:21PM with Govt. Ref. No: 192017180006498611 on 26-04-2017, Amount Rs: 5,020/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1197131670 on 26-04-2017, Head of Account 0030-02-103-003-02



Malay Chakrabarty

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - I KOLKATA

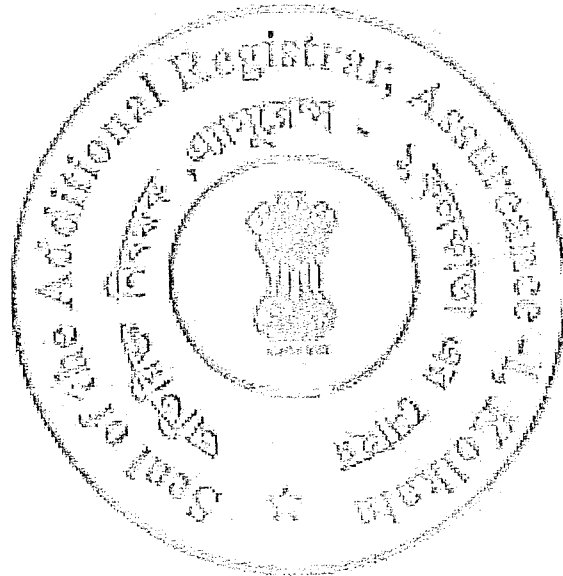
Kolkata, West Bengal

of Registration under section 60 and Rule 69.

ed in Book - I

a number 1901-2017, Page from 75396 to 75437

g No 190102454 for the year 2017.



Digitally signed by MALAY
CHAKRABORTY
Date: 2017.04.28 17:38:36 +05:30
Reason: Digital Signing of Deed.

(Malay Chakrabarty) 28/04/2017 17:38:34
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

(This document is digitally signed.)

DATED THE ^{26th} DAY OF April 2017

BETWEEN

ASOK KUMAR BHATTACHARYA & ANR.

OWNERS

AND

STARLITE INFRACON PVT. LTD.

DEVELOPER

AGREEMENT FOR DEVELOPMENT

T. C. RAY & CO.
Solicitors & Advocates
6, Old Post Office Street,
Kolkata- 700 001.