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It is certified that the document is a true copy of the original as registered. The signature sheets and the endorsement sheets attached with this document are part of this document.

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District Sub-Registrar  
Registrar U/S 7(1) of  
Registration Act 1908  
Alipore, South 24 Parganas

19 FEB 2016

**AGREEMENT FOR DEVELOPMENT**

**THIS AGREEMENT** made this the 19<sup>th</sup> day of February, Two Thousand Sixteen of the Christian era, **BETWEEN REHANA BIBI**, wife of Abdul Khalek Mondal, aged about 38 years, by religion Muslim, nationality - Indian, by occupation - Housewife, having PAN BAJPB6825N, residing at Kusumba Halderpara, Post Office - Narendrapur, Police Station - Sonarpur, Kolkata - 700 103, District - South 24 Parganas, West Bengal, hereinafter referred to as the '**OWNER**' (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed

to mean and include her heirs, successors, legal representatives, administrators, executors and assigns) of the **ONE PART**;

**AND**

**BANAJ DEVELOPERS PRIVATE LIMITED**, PAN - AAFCB1198L, a Company registered under the Companies Act, 1956, having its registered office at 4B-Castle House, 5/1A, Hungerford Street, 3<sup>rd</sup> floor, Post Office - Circus Avenue, Police Station - Shakespeare Sarani, Kolkata - 700 017, hereinafter referred to as the "**DEVELOPER**" (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include its successors-in-business/interest, administrators and assigns) of the **OTHER PART** being represented by one of its Directors **SHRI PIYUSH BHARTIA**, PAN - AEIPB4707M, son of Late Bishwanath Bhartia, residing at 6, National Library Avenue, Post Office & Police Station - Alipore, Kolkata - 700 027, authorized and empowered to execute these presents for and on behalf of the Developer.

**WHEREAS** the Owner, along with one (1) Abdul Khalek Mondal, son of Late Abdul Jabber Mondal, residing at Kusumba Halderpara, Post Office - Narendrapur, Police Station - Sonarpur, Kolkata - 700 103, District - South 24 Parganas, West Bengal, (2) Badra Alam Mondal, son of Ramjan Ali Mondal, residing at Jagannathpur, Post Office - R.K. Pally, Police Station - Sonarpur, Kolkata - 700 150, District - South 24 Parganas, West Bengal, (3)

Najir Hossain Mollick, son of Yousuf Ali Mollick, residing at Jagannathpur, Post Office - R.K. Pally, Police Station - Sonarpur, Kolkata - 700 150, District - South 24 Parganas, West Bengal, (4) Nasir Sardar, son of Kajem Sardar, residing at A 26, Sukanta Pally, M.G. Road, Post Office - Sukanta Pally, Police Station - Thakurpukur, Kolkata - 700 082, District - South 24 Parganas, West Bengal, (5) Abul Kalam Halder, son of Late Ramjan Ali Halder, residing at Kusumba Halderpara, Post Office - Narendrapur, Police Station - Sonarpur, Kolkata - 700 103, District - South 24 Parganas, West Bengal, and (6) Ayub Halder, son of Late Kadar Bux Halder, residing at Kusumba Halderpara, Post Office - Narendrapur, Police Station - Sonarpur, Kolkata - 700 103, District - South 24 Parganas, West Bengal, is well seized and possessed of and/or otherwise sufficiently entitled to in equal share All That the land measuring about 33.33 Cottahs equivalent to 55 Decimals, be the same a little more or less, comprised in J.L. No. 50, Touzi No. 255, Mouza - Kusumba, L.R. Dag No. 2450 corresponding to R.S. Dag No. 2336, L.R. Dag No. 2451 corresponding to R.S. Dag No. 2337, L.R. Dag No. 2388 corresponding to R.S. Dag No. 2283 and L.R. Dag No. 2446 corresponding to R.S. Dag No. 2283/2518, R.S. Khatian Nos. 1325 and 1364 corresponding to L.R. Khatian Nos. 3823, 3824, 3825, 3826, 3827, 3828 and 3829, Mouza - Kusumba, Post Office - Narendrapur, Police Station - Sonarpur, District - South 24

Parganas, hereinafter referred to as the "said land" by virtue of the Deeds mentioned in the *Schedule 'A'* hereunder written, free from all encumbrances and has been holding the same jointly with the aforesaid six persons as the Owner of the aforesaid undivided land;

**AND WHEREAS** the Developer carries on business of construction of buildings and Development of properties and has got a vast and wide experience in the field of construction and/or development of properties;

**AND WHEREAS** the Owner was desirous of developing the said land by erecting and/or constructing building or buildings at the said land but as the Owner has no experience in the field of construction and/or development of properties, the Owner approached the Developer and made an offer to the Developer to develop the said land by way of constructing and/or erecting multi-storied building or buildings at the said land;

**AND WHEREAS** the Developer accepted the aforesaid offer of the Owner and after a joint meeting held between the Owner and the Developer, the Owner has appointed the Developer herein as the sole and exclusive Developer to develop the said land by way of constructing and/or erecting and/or building multi-storied building or buildings at the said land in accordance with the plan to be sanctioned by the Rajpur-Sonarpur Municipality and/or any

other competent authority or authorities concerned in the name of the Owner on the terms and conditions appearing hereinafter.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**Article - I : Definitions**

In these presents unless contrary or inconsistent or repugnant thereto the following expressions shall have the following meanings:

1. **ARTICHECT** shall mean any person or persons who may be appointed by the Developer for designing and planning of the said new building or buildings.
2. **COMMON FACILITIES AND AMENITIES** shall mean and include corridors, hallways, staircases, lift, passage ways, common lavatory, pump, lighting for common spaces provided by the Developer, pump room, tubewell, overhead water tank, water pump and motor and other facilities as shall be provided by the Developer.
- 1.2 **DEVELOPER** shall mean the said Banaj Developers Private Limited a Company registered under the Companies Act, 1956, having its registered office at 4B-Castle House, 5/1A, Hungerford Street, 3<sup>rd</sup> floor, Post Office - Circus Avenue, Police Station - Shakespeare Sarani, Kolkata 700 017, and

the term also includes its successors-in-business/interest, administrators, partners, assigns and nominees.

- 1.3 **DEVELOPER'S ALLOCATION** shall mean all saleable space together with the share in the car parking space together with the share in the common parts and facilities together with share in the roof other than the Owners' Allocation together with the proportionate share in the land comprised in the said property and attributable to the Developer's Allocation and together with share in the open space other than the Owners' Allocation, thus the Developer's Allocation comes to 97.43% less 5,500 sq. ft. (super built-up).

- 1.4 **GREATER PLOT** shall mean the total land area measuring about 66.66 (sixty six point six six) Kathas equivalent to 110 (one hundred ten) Decimals, be the same a little more or less, comprised in J.L. No. 50, Touzi No. 255, Mouza - Kusumba, L.R. Dag No. 2450 corresponding to R.S. Dag No. 2336, L. R. Dag No. 2451 corresponding to R.S. Dag No. 2337, L.R. Dag No. 2388 corresponding to R.S. Dag No. 2283 and L. R. Dag No. 2446 corresponding to R.S. Dag No. 2283/2518, R.S. Khatian Nos. 1325 and 1364 corresponding to L. R. Khatian Nos. 3821, 3822, 3823, 3824, 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3833 and 3834, Mouza - Kusumba, Post Office -

Narendrapur, Police Station - Sonarpur, District - South 24 Parganas, of which the said land is an undivided part or portion, and as mentioned in Schedule "B" hereunder written.

1.5 **LAND / SAID LAND** shall mean the undivided and undemarcated land measuring about 33.33 (thirty three point three three ) Cottahs equivalent to 55 (fifty five) Decimals, be the same a little more or less, comprised in J.L. No. 50, Touzi No. 255, Mouza - Kusumba, comprised in L.R. Dag No. 2450 corresponding to R.S. Dag No. 2336, L.R. Dag No. 2451 corresponding to R.S. Dag No. 2337, L.R. Dag No. 2388 corresponding to R.S. Dag No. 2283 and L.R. Dag No. 2446 corresponding to R.S. Dag No. 2283/2518, R.S. Khatian Nos. 1325 and 1364 corresponding to L.R. Khatian Nos. 3823, 3824, 3825, 3826, 3827, 3828 and 3829, Post Office - Narendrapur, Police Station - Sonarpur, District - South 24 Parganas, as described in the Schedule 'C' hereunder written.

1.6 **MASCULINE** gender shall include the feminine and neuter genders and **FEMININE** gender shall include the masculine and neuter genders and vice-versa and **NEUTER** gender shall include the masculine and feminine genders.

- 1.7 **NEW BUILDING/BUILDINGS** shall mean and include the building or buildings to be constructed or erected by the Developer at the said land as per plan or plans to be sanctioned by the Rajpur-Sonarpur Municipality and/or any other competent authority or authorities concerned.
- 1.8 **OWNER** shall mean the said Rehana Bibi, wife of Abdul Khalek Mondal, residing at Kusumba Halderpara, Post Office - Narendrapur, Police Station - Sonarpur, Kolkata - 700 103, District - South 24 Parganas, West Bengal and the term also includes her heirs, successors, legal representatives, executors, administrators and assigns.
- 1.9 **OWNERS' ALLOCATION** shall mean 2.57% share in the total saleable space together with the share in the same ratio in the car parking space/garage together with the share in the same ratio in the common parts and facilities together with the share in the same ratio in the roof together with the share in the same ratio in the land comprised in and attributable to the Owners' Allocation together with share in the same ratio in the open spaces and a further area of 5,500 (five thousand five hundred) sq. ft. (super built up) of the saleable space alongwith 5 (five) car parking spaces together with the proportionate share in the land underneath.

- 1.10 **PLAN** shall mean the plan to be sanctioned by the Rajpur-Sonarpur Municipality and/or any other competent authority or authorities concerned in the name of the Owner including any modification and/or revision and/or attachments thereof.
- 1.11 **SALEABLE SPACE** shall mean the constructed space in the new building or buildings available for independent common use and occupation including the car parking spaces after making due provisions for the space required for common facilities and amenities.
- 1.12 **SINGULAR** number shall include the plural number and vice-versa.
- 1.13 **SPECIFICATION** shall mean the specifications required for the purpose of construction of the said new building/buildings morefully and particularly mentioned in the **Schedule 'D'** hereunder written.
- 1.14 **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried building to the purchasers and/or the transferees thereof.

**ARTICLE - II : COMMENCEMENT AND DURATION**

- 2.1 This Agreement shall be deemed to have commenced on and with effect from the date of execution hereof and shall, save as otherwise provided, remain in force until the respective obligations of the parties are discharged or is terminated in the manner hereinafter provided.

**ARTICLE - III : OWNER'S REPRESENTATION**

- 3.1 The said land is free from all encumbrances, charges, liens, lispendens, and attachments whatsoever and howsoever.
- 3.2 All expenses towards government rates, taxes and outgoings relating to the Owner's share in the said land prior to the date of commencement of the development work have been and/or shall be the responsibility and on account of the Owner and have been and/or shall be paid and discharged by the Owner and in the event the Developer pays and/or meets any such expense or expenses then the same shall be reimbursed by the Owner within 30 days from the date of demand being made by the Developer in this behalf and failure to make such reimbursement by the Owners shall entitle the Developer to charge interest at the rate of 24% per annum on such unpaid amount of reimbursement and to hold and/or retain and sell such area out of the Owner's

Allocation (not being the car parking space) as would be equivalent to such sum of reimbursement alongwith interest taking the price of the area at the rate of the opening booking of the area in the newly constructed building or buildings.

- 3.3 Any payment as shall be payable by the Owner under this Agreement or otherwise shall be paid and meted out by the Owner and if any such payment or payments is made by the Developer, the same shall be on account of the Owner and shall be reimbursed by the Owner within 30 days from the date of demand being made by the Developer in this behalf and failure to make such reimbursement by the Owner shall entitle the Developer to charge interest at the rate of 24% per annum on such unpaid amount of reimbursement and to hold and/or retain and sell such area out of the Owner's Allocation of the Saleable Space (the constructed space only with proportionate share in the common portions and the land underneath not being the car parking space) as would be equivalent to such sum of reimbursement alongwith interest taking the price of the area at the rate of the opening booking of the area in the newly constructed building or buildings.

- 3.4 It is made clear that the Developer is entering into this agreement based on the representations and warranties and assurances of the Owner and the Developer hereby reserves the right to terminate and/or cancel and/or rescind this agreement if the said land is found to be encumbered in any manner whatsoever. In that event the provisions of Article (XI) hereunder shall apply mutatis mutandis with such variations and modifications as would be required.
- 3.5 During subsistence of this Agreement the Owner assures that she shall not approach and/or offer and/or appoint any person and/or organisation and/or any Firm, Institution, Company and/or Association of Persons to develop the said land or any part thereof nor shall she transfer and/or alienate the said land and/or her share in the said land or any part thereof to any person and/or organisation and/or any Firm, Institution, Company and/or Association of Persons whether by way of sale, lease, mortgage, gift, exchange or otherwise other than the Developer herein and/or its nominee or nominees and the Owners shall not create any encumbrance and/or third party interest in the said land and/or any part thereof in any manner whatsoever.

**ARTICLE - IV : DEVELOPER'S RIGHTS**

- 4.1 The Owner hereby grants, subject to what has been hereunder provided, exclusive right to the Developer to build upon the said land the new building or buildings thereon solely at its own costs and expenses in accordance with the plan to be sanctioned by the Rajpur-Sonarpur Municipality and/or any other competent authority or authorities concerned with or without any amendment and/or modifications thereon made or caused to be made by the Developer hereto.
- 4.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanctions from the appropriate authorities shall be prepared and submitted by the Developer at its own cost and expenses on behalf of and in the name of the Owner and the Developer shall pay and bear all fees including Architect's fees, charges and expenses required to be paid or deposited for exploitation of the said land PROVIDED, HOWEVER, the Developer shall be exclusively entitled to refunds of any or all payments and/or deposits made by the Developer in this behalf.
- 4.3 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner to the

Developer or as creating any right, title or interest in respect thereof of the Developer, unless be mentioned, other than an exclusive licence to the Developer to commercially exploit the same in terms hereof and to deal with the Developer's allocation in the new building or buildings in the manner hereinafter stated.

- 4.4 The Developer may assign its rights and obligations under this agreement to any other person or persons and/or company or companies and/or institution or organisations and the Developer shall also have the right and authority to take any other person or persons and/or company or companies and/or institution or organisations with it as its associate or associates, in any manner whatsoever, for the purpose of carrying on its rights and fulfilling its obligations under this agreement and for that purpose the Owner gives her full consent to the Developer.
- 4.5 The Developer shall be entitled to borrow money and/or avail of loans from any Bank or Banks and/or financial institutions and/or private money lending agencies and/or may take partners or associates as would be deemed fit and proper by the Developer for developing and/or carrying out the construction at the said lands, whether as project loan or development loan or otherwise, without creating any

financial liability on the Owner or affecting her interest in the said land and it is being expressly understood that in no event the Owner shall be made responsible for payment of any dues of such Bank or Banks and/or Financial Institution or Institutions and/or Private Money Lending Agencies and for that purpose the Developer shall keep the Owner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

- 4.6 The Developer may assign its rights and liabilities under this agreement to any one at its discretion and the Owner hereby consents to any such assignment.

#### **ARTICLE - 5 : CONSIDERATION**

- 5.1 In consideration of the Owners having agreed to permit the Developer to commercially exploit the said land provided by the Owner to the extent of her share for that purpose and to construct, erect and build a new building or buildings in connection with the plan to be sanctioned by the Rajpur-Sonarpur Municipality and/or any other competent authority or authorities concerned the Developer shall:

- (a) make payment of all sanction fees and other amount for having the plan sanctioned by the appropriate authorities;

- (b) obtain all approvals, sanctions, consents and permissions in the name of the Owner as may be required for the purpose of sanctioning of the plan and/or for the purpose of construction of new building or buildings on the said land or for the development of the same;
- (c) incur all costs, charges and expenses for the construction, erection and completion of the new building or buildings on the said land;
- (d) allocate to the Owner the Owner's allocation as provided herein;
- (e) be entitled to and shall have the Developer's allocation as provided herein;
- (f) pay the Owner a sum of Rs. 100,000/- (Rupees one lac only) as premium in the manner below:

On or after the sanction of the building plan of the project.

5.2 After completion of the new building or buildings, the Developer shall have charge and/or lien over an area not more than 857 (eight hundred fifty seven) sq. ft. (Built-up)

of the Saleable Space out of the Owner's Allocation as security against the amount to be invested by the Developer under this Agreement and the Owner shall, as and when called upon by the Developer, make, sign and execute necessary documents as to creation of such charge. Such charge and/or lien shall be valid and remain in force and shall not be discharged in full until all documents, papers, forms, agreements and deeds as would be required by the Developer to be signed and executed by and in the name of the Owner in respect of the saleable space of the Developer's allocation are made or done by the Owner to the satisfaction of the Developer.

#### **ARTICLE - VI : PROCEDURE**

- 6.1 The Owner shall render all assistance to the Developer for initiating and carrying out and causing completion of all the works for conversion of the character or nature of user of the said land and for this purpose, as and when required and/or asked for by the Developer, the Owner shall sign, make and execute all such forms, papers, applications, undertakings and/or documents as would be required and/or asked for by the Developer from time to time and further the Owner shall also execute a registered power of

attorney to the Developer and/or its nominee or nominees as and when required by the Developer for this purpose.

6.2 It is hereby clarified that the said land is an undivided part or portion of the Greater Plot and the Owners of the rest undivided part or portion of the Greater Plot are the following persons and/or organisations:

- (i) DAFFODIL TOWER PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 4B, Castle House, 3<sup>rd</sup> Floor, 5/1, Hungerford Street, Kolkata - 700 017;
- (ii) PANCHSREE REALTORS PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 4B, Castle House, 3<sup>rd</sup> Floor, 5/1, Hungerford Street, Kolkata - 700 017;
- (iii) SIDHIMANGAL COMPLEX PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 4B, Castle House, 3<sup>rd</sup> Floor, 5/1, Hungerford Street, Kolkata - 700 017;
- (iv) PREMKUNJ ENCLAVE PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 4B, Castle House, 3<sup>rd</sup> Floor, 5/1, Hungerford Street, Kolkata - 700 017;

- (v) SANKATSATHI PROPERTIES PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 4B, Castle House, 3<sup>rd</sup> Floor, 5/1, Hungerford Street, Kolkata - 700 017;
- (vi) SHIV PARIWAR REAL ESTATE PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 4B, Castle House, 3<sup>rd</sup> Floor, 5/1, Hungerford Street, Kolkata - 700 017;
- (vii) BRIGHTFUL RESIDENCY PRIVATE LIMITED, a Company registered under the Companies Act, 1956, having its registered office at 4B, Castle House, 3<sup>rd</sup> Floor, 5/1, Hungerford Street, Kolkata - 700 017.

6.3 The Owner hereby gives unconditional authority, power and permission to the Developer to develop the said land together with the part of the said Abdul Khalek Mondal, Badra Alam Mondal, Najir Hossain Mollick, Nasir Sardar, Abul Kalam Halder, and Ayub Halder in the said land and/or also together with the rest undivided part or portion of the Greater Plot, if the Developer intends to do so, and in such event the said land and the rest portion of the Greater Plot or any part or portion of it may be developed by the Developer as a whole and, if required, the Developer may

cause amalgamation of the said land with rest portion of the Greater Plot or any part of it and may enter into agreement or agreements with the other owners or any of them of the rest portion of the Greater Plot and/or with the said Abdul Khalek Mondal, Badra Alam Mondal, Najir Hossain Mollick, Nasir Sardar, Abul Kalam Halder, and Ayub Halder on such terms and conditions as the Developer thinks fit and proper and the Owner herein ratifies the same and/or assures the Developer to ratify the same without any protest or objection and, if called upon by the Developer, shall make, sign and execute all or any documents, papers, forms and deeds including the plan to be submitted to the Sonarpur-Rajpur Municipality and/or any other authority or authorities concerned for sanction that may be required for the purpose of developing the said land and the rest portion of the Greater Plot and the part of the said land belonging to the said Abdul Khalek Mondal, Badra Alam Mondal, Najir Hossain Mollick, Nasir Sardar, Abul Kalam Halder, and Ayub Halder, whether as a whole or separately, and in that event and always the claim and/or the rights of the Owner under these presents shall be restricted to her share in the said land only and not otherwise, whether as a whole or in proportion, as the case may be.

- 6.4 The Owner shall grant to the Developer and/or its nominee or nominees a General Power of Attorney as may be required for the purpose of obtaining necessary permissions and sanctions from different authorities in connection with the construction of the new building or buildings including sanction of plan for the new building or buildings in the name of the Owner and also for pursuing and following up the matter with the Rajpur-Sonarpur Municipality and/or any other competent authority or authorities concerned and for booking of saleable area/space out of Developer's Allocation and that part of the Owner's Allocation as specified in this Agreement or as shall be indicated by the Owner from time to time.
- 6.5 The Owner shall, as and when required and asked for by the Developer, sign, execute, do, perform, make all such documents and papers required for obtaining necessary permissions from the authority or authorities concerned including application for sanction plan and for doing all jobs in connection with the Development work at the said land from time to time.
- 6.6 Save as otherwise provided in this agreement, the Developer shall bear and pay all the government taxes and other taxes related to the share of the Owner in the said land

immediately from the date of signing of this Agreement till the date of handing over the Owner's Allocation to the Owner after completion of the said new building or buildings. The Owner shall bear and pay all the taxes and outgoings related to the Owner's Allocation from the date of taking over possession of Owner's Allocation in terms of Clause (9.2) hereinafter contained.

**ARTICLE - VII : SPACE ALLOCATION**

- 7.1 Immediately after sanction of the said plan by the Rajpur-Sonarapur Municipality and/or any other competent authority or authorities concerned the Owner and the Developer shall mutually divide the space allocated to each other and it has been agreed that the said space allocation shall be made equitably and reasonably on pro-rata basis on each and every floor of the said proposed new building or buildings. Any shortfall in the Owner's Allocation shall be meted out by the Developer after completion of the building or buildings at the said land in terms of money payable at the rate on which the booking of the units/flats in the said proposed building or buildings shall be opened
- 7.2 Upon allotment of the spaces by the Developer to the Owner in terms mentioned herein above, the Developer shall raise invoices for service tax, chargeable on the Owner's

share/allotment on the prevailing rates and the Owner shall reimburse the same to the Developer.

- 7.3 In the event the Owner failing to pay her respective rates and taxes until her allotment is separately assessed and always for the common portions, any liability including any fine, penalty and likewise as may be levied by the authorities concerned as also all expenses that may be incurred by the Developer regarding the same, it shall be entirely borne and reimbursed by the Owner.
- 7.4 The **OWNER** being entitled to free of cost of construction to her allocation as aforesaid shall be entitled to transfer the same in any manner whatsoever subject, however, to the provisions contained herein.
- 7.5 The **DEVELOPER** being entitled to its allocation as aforesaid shall be entitled to enter into agreement for sale and/or transfer in respect of the Developer's Allocation in any manner whatsoever for which no further consent of the Owner shall be required and it is being expressly agreed and understood that if at any time the Developer requires the consent of the Owner, the Owner shall be bound to sign and execute such agreements, deeds, indentures, papers and documents as may be necessary or be required.

- 7.6 In so far necessary, all dealings by the Developer in respect of the saleable space and proportionate, undivided, non-divisible land comprised in the said new building or buildings as proportionate to the saleable area/space of the Developer's Allocation shall be in the name of the Owner for which purpose the Owner undertakes to execute a General Power of Attorney in favour of the Developer and/or its nominee or nominees in the form and manner reasonably required by the Developer from time to time and shall also sign such Deeds, documents, instruments, papers, etc. as would be required by the Developer from time to time to effect any such dealings and/or transfer.
- 7.7 After the Owner's Allocation is ready and being called upon by the Developer to do so the Owner shall, wherever required and called upon by the Developer, execute the deed or deeds of conveyance in respect of the Developer's Allocation along with the land attributable to the Developer's Allocation or any part thereof in favour of the Developer and/or its nominee or nominees provided that in case the Owner does not complete and/or execute such deed or deeds of conveyance within reasonable time according to the Developer then the Owner shall not complete and/or execute any deed of conveyance in favour of her own nominee or nominees in respect of the Owner's

Allocation or any part thereof until all the deeds of conveyance required by the Developer are executed and/or completed by the Owner

7.8 It is hereby expressly agreed and declared that the Developer shall remain fully responsible in respect of the agreements for sale to be entered into with the various purchasers in respect of the Developer's Allocation and/or such part or portion of the Owner's Allocation as the Owner directs and in no event the Owner shall be liable or responsible for any liability or refund whatsoever or howsoever unless the same is a resultant of any act of the Owner and the Developer agrees to indemnify and keep the Owner indemnified against all actions, suits and proceedings, costs, charges and expenses in respect thereof and this provision shall apply vice versa.

7.9 The Owner shall bear and pay the taxes, rates, charges and outgoings for the portions allotted to her after receiving possession of such portion/portions from the Developer and the Developer shall bear and pay all taxes, rates, charges and outgoings related to the portions allotted to it as Developer's Allocation.

**ARTICLE - VIII : BUILDING**

- 8.1 The Developer shall at its own costs construct, erect and complete the New Building or Buildings at the said land in accordance with the sanctioned plan as per the specification described in the Schedule 'D' hereunder written with first class materials and workmanship and the said New Building or Buildings shall be completed unless the Developer is prevented by the circumstances beyond its control within (60) months from the date of receiving the sanctioned plan. The preparation and submission of plan for sanction shall be done by the Developer only after completion of the process of mutation and handing over possession of the said land to the Developer by the Owners or within such time as may be extended from time to time.
- 8.2 Subject as aforesaid the decision of the Developer regarding the quality of the materials shall be final and binding upon the parties herein and the said New Building or Buildings will be constructed, erected and completed in accordance with the specifications, details whereof are mentioned in the Schedule 'D' hereunder written.
- 8.3 The Developer may, if it thinks fit and proper, install and erect in the said new Building or Buildings at its own costs lifts, generators of sufficient capacity as may be required for

the purpose of running water pump, lift, lighting common spaces/staircases, tube well, water tanks of sufficient capacity, overhead/underground reservoir, electrification, present electric connection from the WBSEDCL and until the permanent connection is obtained, a temporary electric connection, subject to payment by the respective users on proportionate basis, shall be provided and other facilities as are required to be provided in a residential and/or multi-storied building in the State of West Bengal having self-contained apartments and constructed for sale of flats therein/spaces on ownership basis and as mutually agreed and also a common lavatory/bathroom on the ground floor for use by the staffs.

- 8.4 The Developer shall be authorised in the name of the Owner in so far as is necessary to apply for temporary connection of electricity to the New Building or Buildings and other inputs and facilities required for the construction or for the better enjoyment of the building or buildings for which purpose the Owner shall execute in favour of the Developer or its nominee or nominees a Power of Attorney and other documents of authority as shall be required by the Developer from time to time.

- 8.5 The Developer and/or its transferee/transferees shall be entitled to have permanent electricity connection or connections and the transformer required thereof in the said new building or buildings in its own name and/or in the name of its transferee/transferees, as the case may be, after completion of construction of such building or buildings and the Owner hereby gives her consent to such obtainment of permanent electricity by the Developer and/or its transferee/transferees and the Owner hereby agrees and confirms that she shall sign and execute all such papers and documents as would be required by the Developer and/or its transferee/transferees from time to time for the purposes mentioned in this clause.
- 8.6 The Developer shall, at its own costs and expenses, construct and complete the new building or buildings and various units and/or apartments therein in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer.
- 8.7 The Developer shall have the exclusive right to appoint architect, builder and/or any other person or persons and/or organisation or organisations, whether technical or otherwise, for the purpose of construction and/or

development in the said land and the Owner shall have no say in these matters and the decision of the Developer shall be final and binding upon the Owner.

- 8.8 All costs, charges and expenses including Architect's fees shall be discharged by the Developer.
- 8.9 Service Tax liability, if any, and/or any other tax liability irrespective of any period after execution of this Agreement, shall be borne by the Owner and the Developer in proportion to their respective allocations.
- 8.10 The Owner shall not cause any obstruction or interference in the Developer continuing with the construction, erection and completion of the said new building or buildings.
- 8.11 The Developer shall, unless prevented by circumstances beyond its control, complete the building or buildings within a minimum period of 60 (sixty) months from the date of obtainment of the sanctioned plan or within such extended time as may be agreed upon between the parties herein unless the Developer is restrained by any unforeseen circumstances or by any act or incident beyond control of the Developer in which case the aforesaid time period of 60 (sixty) months shall be extended by the parties herein to

such reasonable period as would be required for the purpose.

**ARTICLE - IX : COMMON FACILITIES**

- 9.1 The Developer shall pay all rates and taxes including service charges, if any, in respect of the said land accruing due as and from the date of handing over vacant possession of the said land by the Owner and the Owner shall, within 30 days from the date of demand being made by the Developer, reimburse the Developer to the extent of her share of such rates and taxes including service charges..
- 9.2 As soon as the new building or buildings is or are completed including all fittings, and permanent supply of electricity and water, the Developer shall give written notice to the Owner requiring the Owner to take possession of the Owner's Allocation in the said new building or buildings and after 30 (thirty) days from the date of service of such notice and at all times thereafter, in the event actual physical possession is not taken by the Owner within the said period of 30 days, it shall be deemed that the actual physical possession has been taken by the Owner and thereafter the Owner shall be exclusively responsible for all affairs relating to the Owner's Allocation including payment of all taxes, rates, duties, dues and other public outgoings,

impositions whatsoever in respect of the Owner's Allocation and the Developer and/or its nominee or nominees shall pay taxes, rates, dues and other public outgoings or impositions whatsoever and shall be responsible for all matters relating to income-tax, wealth tax or other taxes due and/or payable in relation to Developer's Allocation only in proportion to the area allocated to the Developer as Developer's Allocation, hereinafter referred to as the "said rates", payable respectively in respect of the Owner's and Developer's Allocation. The said rates to be apportioned pro-rata with reference to the saleable space in the said new building or buildings, if they are levied on the building or buildings as a whole.

- 9.3 If there remains any sum to be paid or reimbursed or satisfied by the Owner, whether to any authority or to the Developer, under this Agreement or otherwise, then notwithstanding anything contained elsewhere in this agreement, the Owner shall not be eligible or entitled to take actual physical possession of their allocation or any part thereof until such sum is paid or reimbursed by the Owner to the satisfaction of the Developer and save what has been entailed in this Clause the other terms of the immediately preceding Clause shall apply *mutatis mutandis*

including the deeming term for physical possession by the Owner of her allocation.

- 9.4 The Owner and the Developer shall punctually and regularly pay for their respective allocation the said rates and taxes to the concerned authorities and both the parties shall keep each other indemnified against all actions, claims, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly suffered or paid by either of them, as the case may be, consequential upon default by the Owner or the Developer in this behalf.
- 9.5 As from the date of service of notice of possession, the Owner shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the service charges for the common facilities in the new building or buildings payable in respect of the Owner's Allocation. Said charges shall include proportionate share of premises (land with the new building or buildings to be constructed thereon) for the insurance of the building or buildings, water, fire and scavenging charges and taxes, light, sanitation and lift, maintenance, repair and renewal charges for bill collection and maintenance of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building or buildings and of

all common wiring pipes, electrical and mechanical equipment, switch gear, transformer, generators, pump motors and other electrical and mechanical installations, appliances and equipments, stairways, corridors, halls, passage ways, lifts, lift-shafts, garden, park-ways and other common facilities whatsoever as may be mutually agreed from time to time.

- 9.6 Any transfer of any part of the Owner's Allocation in the said new building or buildings shall be subject to the other provisions hereof and the Owner shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges for the common facilities for which the Developer shall also bear for its allocation in the said new building or buildings.
- 9.7 The intending purchaser or purchasers of the unit or units in the said new building or buildings may avail of loans against the unit to be purchased by him/her/it with the prior approval of the Developer.
- 9.8 The Owner shall not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the said new building.

**ARTICLE - X : COMMON RESTRICTIONS**

- 10 The Owner's and the Developer's Allocation in the said new building or buildings shall be subject to the same restrictions on transfer and use in the new building or buildings intended for the common benefits of all occupiers of the new building which shall include the following:
- (i) Neither party shall use or permit to use the said new building or buildings or any portion thereof for carrying on any obnoxious, illegal and/or immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazards to the other occupiers of the new building or buildings.
  - (ii) The Owner shall not demolish or permit demolition of any wall or other structure in her respective allocation or any other portion thereof or make any structural alteration therein without prior written consent of the Developer in this behalf.
  - (iii) The Owner shall transfer or permit to transfer or enter into any agreement for transfer or any instrument of transfer of her allocation or any part of it only after:

- (a) Notice to take possession of the Owner's Allocation is served upon the Owner by the Developer, provided that the Owner may enter into agreement for sale before issuance of Notice to take possession; and
- (b) The Owner has paid and/or reimbursed and/or satisfied all sums as payable by the Owner to any authority and/or the Developer in terms of this Agreement; and;
- (c) The Owner has observed and performed all terms and conditions on her part to be observed and/or performed by her under these presents;
- (d) The proposed transferee of the Owner gives a written understanding to be bound by the terms and conditions of this Agreement and/or any amendment made thereto; and
- (e) The Owner obtains 'No Objection' in writing from the Developer before and for each transfer to be effected and/or executed by the Owner out of her allocation provided that the Developer may withhold such 'No Objection' for

any dues realisable from the Owner until such dues are paid by the Owner to the Developer.

- (iv) No transfer by the Owner of her allocation shall be below the rate at which units will be transferred by the Developer and in the event this clause is violated by the Owner then the Owner shall pay to the Developer damages at the rate of the difference by which such transfer is effected by the Owner.
- (v) Both parties shall abide by all laws, bye-laws, rules and regulations of the Government, local authorities, etc., as the case may be, and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.
- (vi) The respective allottees shall keep the interior and outer walls, sewerage drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling, etc. in each of their respective allocation in the new building or buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any other space or accommodation therein and shall keep other of them and/or the other occupiers of the building or

buildings indemnified from and against the consequences of any breach.

- (vii) The parties herein shall not do or cause or permit to be done any act or thing which may render void and voidable any insurance of the new building or any portion thereof and shall keep the Owner, Developer and other occupiers of the said building or buildings harmless and indemnified from and against the consequences of any breach.
- (viii) No goods or other items shall be kept by the Owner or other occupiers for display or otherwise in the corridors of other place of common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the said new building or buildings and in case any such hindrance is caused the Developer shall be entitled to remove the same at the risk and cost of the Owner or other occupiers, as the case may be.
- (ix) Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new building

buildings or in the compounds, corridors or any other portion or portions of the new building or buildings.

- (x) The Owner shall permit the Developer and/or its servants and agents with or without workmen and others at all reasonable times with the authority letter from the Developer to enter into land upon the Owner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the building or buildings and/or for the purpose of repairing, maintenance, rebuilding, cleaning, lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains, gas and water pipes and electric wires and for any similar purposes.

10.1 The Transferees of the Owner as well as the Developer shall abide by the terms of this Agreement.

#### **ARTICLE - XI : DEFAULT**

11.1 In the event the Owner fails to fulfil and/or makes breach of all or any of her obligations and/or responsibilities and/or duties under this agreement, the Developer may, in addition to other reliefs, cancel and/or terminate and/or rescind this

agreement by giving 15 (fifteen) days prior written notice to the Owner and this Agreement shall stand cancelled and/or terminated after expiry of the aforesaid notice period of 15 (fifteen) days unless such breach is rectified by the Owner and upon termination of this Agreement under this Clause, the Owner shall pay to the Developer all the expenditure incurred by the Developer under this agreement alongwith interest at the rate of 24% on the sum so paid and/or advanced and/or spent and/or interest due and payable along with damages assessed at Rs. 1crore within seven days from the date of cancellation and/or termination of this agreement. It is hereby stipulated that the interest as aforesaid shall be calculated from the date of payment of the sum and/or the expenses incurred under this agreement by the Developer.

11.2 The Developer may also terminate and/or rescind and/or cancel this agreement at any point of time without assigning any reason if the Developer finds it necessary and required to be done and in that event the provision of Clause (11.1) shall apply mutatis mutandis except the notice need not be sent and service of the same is dispensed herewith.

11.3 Notwithstanding anything contained elsewhere, in the event the Owner fails and/or avoids and/or neglects to pay any sum as is payable under this Agreement, then in that event the Developer shall have the right to sell such portion out of the Owner's Allocation as may be felt necessary by the Developer to meet out such unpaid sum from time to time.

**ARTICLE - XII : OWNERS' INDEMNITY**

- 12.1 The Owner hereby undertakes that the Developer shall be entitled to the said construction (new building or buildings and the appurtenances thereto) and shall enjoy its allocated space without any interference and/or disturbance from the Owner and/or any person or persons claiming under her.
- 12.2 The Owner hereby undertakes to keep the Developer indemnified against all third party claims and actions arising out of any sort of act of omission or commission of the Owner in or relating to the said land.
- 12.3 The Owner hereby undertakes to keep the Developer indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Owner's action and/or inaction with regard to the said land.

**ARTICLE - XIII : 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 of act of omission or commission of the Developer in or relating to the construction of the proposed new building or buildings.
- 13.2 The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said land and/or in the matter of construction of the said new building or buildings and/or for any defect therein.
- 13.3 If any accident or mishap takes place during construction until completion of the said new building or buildings whether due to negligence or otherwise of the Developer, the Architect or their labours or contractors, the same shall be on account of the Developer and the Owner shall be fully absolved of any liability or claim thereof or therefrom.

**ARTICLE - XIV : MISCELLANEOUS**

- 14.1 It is understood that from time to time to facilitate the construction of the new building or buildings 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 for which specified provisions may not have been made herein and the Owner hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owner shall execute and sign any such additional Power(s) of Attorney and/or authorisation as may be required by the Developer for the purpose and the Owner also undertakes to sign and execute all such additional applications and documents as the case may be PROVIDED THAT all such acts, deeds, matters and things do not in any way infringe the rights of the Developer and/or go against the spirit of the Agreement.

- 14.2 Any notice required to be given by the Developer shall, without prejudice to any other mode of service available, be deemed to have been served on the Owner if delivered by hand and duly acknowledged by the Owner or sent by registered post / speed post with acknowledgement due card to the address of the Owner as recorded in this Agreement or as will be intimated to the Developer by the Owner from time to time and this provision shall apply vice versa.

- 14.3 That any notice required to be served hereunder shall be deemed to have been sufficiently served on the 7<sup>th</sup> day of the date on which the same with the Address of the Owner is delivered to the postal authorities for transaction under Registered Post/Speed Post with acknowledgement due card unless it is proved that the same has not been received.
- 14.4 The Developer shall have the power and authority to frame a scheme for the management and maintenance of the said building or buildings and/or common parts thereof. The Owner, Developer and other occupiers shall abide by all the rules and regulations of such management Society/Association/Holding Organisation and hereby give their consent to abide by the same.
- 14.5 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said land or any part thereof to the Developer or as creating any right, title or interest in respect thereof in the Developer other than an exclusive licence to the Developer to commercially exploit the same in terms hereof PROVIDED HOWEVER the Developer shall be entitled to borrow money from any Bank or banks without creating any financial liability on the Co-Owner or affecting its interest in the said

land and it being expressly agreed and understood that in no event the Owner shall be responsible and/or be made liable for payment of any dues of such Bank or Banks and for that purpose the Developer shall keep the Owner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

14.6 The Owner has simultaneously, with the execution of these presents, handed over possession of the said land to the Developer for fulfilment of the purposes of this Agreement.

14.7 The Title Deeds as mentioned in Schedule 'A' hereunder written is presently lying with Daffodil Tower Private Limited of 4B, Castle House, 3<sup>rd</sup> Floor, 5/1, Hungerford Street, Kolkata - 700 017 against mortgage created by the Owner in respect of the said land. Now the Owner with the intent to create mortgage as contemplated in this agreement bind herself to handover those Title Deeds to the Developer and undertake to issue a letter to the said Daffodil Tower Private Limited to handover such documents to the Developer as and when asked for by the Developer and the same shall remain in custody of the Developer subject to first charge of the said Daffodil Tower Private Limited until the purposes of this Agreement are fulfilled or termination of this Agreement, whichever is earlier, provided that in the

event of termination, until the obligations of the Owner consequent upon termination are discharged, the said original Deeds shall remain in joint custody of the Developer and the said Daffodil Tower Private Limited.

14.8 Any relaxation and/or extension afforded to the Owner and/or any of them by the Developer in discharge of any of the obligations and/or performance of any of the duties by the Owner and/or acceptance by the Developer any non-performance by the Owner under this Agreement shall not operate as a precedent for the Owner and/or a waiver by the Developer.

14.9 The parties hereby agree and ratify that it has been the understanding between the Owner and the other Co-owners of the said land of the one part and the Developer of the other part before executing these presents that the Owner would build or construct the approach road that is the road to enter to and exit from the said land and such road shall be metal road and now as the Owner and the other co-owners of the said land have failed to fulfil their commitment and to build the approach road thereto the Developer shall be at liberty to construct such approach road, whether metal or non-metal, at the cost of the Owner and the other co-owners of the said land which cost shall

initially be borne by the Developer on account of the Owner and the other co-owners of the said land and is subject to reimbursement by the Owner and the other co-owners of the said land and so long the Owner and the other co-owners of the said land do not make payment of such sum (to the extent of the Owner's holding/ownership in the said land with the other co-owners of the said land) to the Developer and/or its nominee or nominees the Developer shall, in addition to what has been stated hereinbefore, be entitled to hold a further area of 500 (five hundred) sq. ft. (built-up) of the Saleable Space (not being the Car Parking Space) out of the Owner's Allocation in the new building at the said land and, until the construction is made, upon the said land and the Owner shall not alienate and/or part with the said land and/or her allocation in the new building at said land so long the amount as aforesaid is reimbursed by the Owner and if the Owner fails to reimburse such sum before completion of the new building at the said land to the satisfaction of the Developer then in that event the Developer shall be entitled to realize the same by way of selling saleable space from the Owner's Allocation or such part of it or such part of the said land, as the case may be,

as would be required to meet the purpose and in the event of any shortfall the same shall be paid by the Owner within 15 (fifteen) days upon demand being made by the Developer in this regard and so long the reimbursement is made, the Owner shall not be entitled to alienate and/or transfer and/or create any third party right, title or interest in any part of the said land and/or her allocation in the new building, as the case may be.

14.10 It is further agreed between the parties herein that all local hazards and/or disputes shall be looked after and meted out by the Owner along with the other co-owners of the said land at the cost of the Owner and the other co-owners of the said land and if for any reason of failure on the part of the Owner and/or the other co-owners of the said land to meet up and resist any local hazard or dispute the development is stopped, whether permanently or temporarily, and/or the Developer sustains any damage and/or loss, then the Owner along with the other co-owners of the said land shall be liable to indemnify such damage or loss to the Developer and for this purpose the provision of the immediately preceding clause shall apply with such variation as would be required for the purpose.

14.11 Reference to the said land under this agreement, wherever requires, shall always mean the extent of right, title and interest of the Owner in the said land.

**ARTICLE - XV : FORCE MAJEURE**

15.1 The parties hereto shall not be considered to be liable or under any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

15.2 Force Majeure shall mean acts or intervention of Government Agencies, Acts of God, injunction and/or restraint orders passed by Courts of Law, fire, flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lock-out, enactments and/or any other act or omission beyond the control of the parties hereto.

**ARTICLE - XVI : DOCUMENTATION**

16.1 All the agreements and deeds for sale and/or transfer of the Owner's as well as Developers' allocations and all legal matters in connection with the said lands and the said new building or buildings shall be finalised by the advocate to be appointed by the Developer with the intent and object that

the parties would like to have a uniform agreement for sale and transfer of their respective allocations in the said new building or buildings.

**ARTICLE - XVII : ARBITRATION**

17.1 In the event of any dispute or difference between the parties touching or arising out of or concerning this Agreement the parties shall put their efforts to resolve the same amicably and if even then the disputes and/or differences are not settled and/or resolved the same shall be referred to arbitration of a sole Arbitrator and the arbitration proceeding shall be guided by the provisions of the Arbitration and Conciliation Act, 1996, or any amendment made thereto. The arbitrator so appointed shall pass his decision in the matter as expeditiously as possible and such decision shall be final and binding upon the parties.

It is, however, made clear that while conducting the arbitration the arbitrator shall not be bound strictly to follow the provisions of the Evidence Act and/or the provisions of the Code of Civil Procedure, 1908, and the Arbitrator shall have the power to dispose of the arbitration proceeding in summary procedure.

17.2 The venue of Arbitration shall be Kolkata only.

**ARTICLE - XVIII : JURISDICTION**

- 18.1 The Courts in Kolkata only and no other Courts shall have the exclusive jurisdiction to try, determine and adjudicate the matters between the parties arising out of this Agreement.

**: SCHEDULE 'A' ABOVE REFERRED TO:**

(Description of the Title Deeds)

1. Deed of Conveyance dated 20<sup>th</sup> March 2013, being No. 03600 for the year 2013, registered in the office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, and entered in Book No. 1, CD Volume No. 8, Pages from 6923 to 6961.
2. Deed of Conveyance dated 20<sup>th</sup> March 2013, being No. 03602 for the year 2013, registered in the office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, and entered in Book No. 1, CD Volume No. 8, Pages from 6863 to 6897.
3. Deed of Conveyance dated 22<sup>nd</sup> March 2013, being No. 03711 for the year 2013, registered in the office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, and entered in Book No. 1, CD Volume No. 8.

4. Deed of Conveyance dated 21<sup>st</sup> March 2013 being No. 02735 for the year 2013, registered in the office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, and entered in Book No. I, CD Volume No. 5, Pages from 12790 to 12816.
5. Deed of Conveyance dated 21<sup>st</sup> March 2013, being No. 02734 for the year 2013, registered in the office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas, and entered in Book No. I, CD Volume No. 5, Pages from 12761 to 12789.

**: SCHEDULE 'B' ABOVE REFERRED TO:**

(Greater Plot)

**ALL THAT** piece and parcel of undivided land measuring about 110 (one hundred and ten) decimals equivalent to 3 (three) bighas 6 (six) cottahs 10 (ten) Chittacks 25 (twenty five) sq.ft., be the same a little more or less, comprised in J.L. No. 50, Touzi No. 255, L.R. Khatian Nos. 3821, 3822, 2823, 3824, 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3833 and 3834 corresponding to R.S. Khatian Nos. 1325 and 1364, L.R. Dag No. 2450 corresponding to R.S. Dag No. 2336, L.R. Dag No. 2451 corresponding to R.S. Dag No. 2337, L.R. Dag No. 2388 corresponding to R.S. Dag No. 2283 and L.R. Dag No. 2446 corresponding to R.S. Dag No. 2283/2518, Mouza - Kusumba, Post Office - Narendrapur, Police Station -

Sonarpur, District - South 24 Parganas, having approach road width of 24 ft. (non-metal), and butted and bounded by:

- ON THE NORTH :** Partly passage & partly land of Dag Nos.2277, 2281 & 2282;  
**ON THE SOUTH :** Property of Dag Nos.2283/2518, 2338, 2335, 2339 & 2340;  
**ON THE EAST :** Partly Road & partly land of Dag Nos.2284, 2285, 2332 & 2335;  
**ON THE WEST :** Land of Dag Nos.2282, 2342, 2344 & 2345;

**:SCHEDULE 'C' ABOVE REFERRED TO:**

(Said Land)

**ALL THAT** the 1/7<sup>th</sup> share of the Owner in the undivided piece and parcel of land measuring about 33.33 (thirty three point three three) Cottahs equivalent to 55 (fifty five) Decimals, such 1/7<sup>th</sup> share being 7.86 (seven point eight six) decimals equivalent to 4.77 (four point seven seven) Cottahs, be the same a little more or less, comprised in J.L. No. 50, Touzi No. 255, Mouza - Kusumba, comprised in L.R. Dag No. 2450 corresponding to R.S. Dag No. 2336, L.R. Dag No. 2451 corresponding to R.S. Dag No.2337, L.R. Dag No.2388 corresponding to R.S. Dag No. 2283 and L.R. Dag No. 2446 corresponding to R.S. Dag No. 2283/2518, R.S. Khatian Nos. 1325 and 1364 corresponding to L.R. Khatian Nos. 3823, 3824, 3825, 3826, 3827, 3828 and 3829, Post Office - Narendrapur, Police Station - Sonarpur, District - South 24 Parganas, being the undivided part or portion of the Greater Plot mentioned in Schedule "B" above.

**:SCHEDULE 'D' ABOVE REFERRED TO:****(Specification of the Building)**

1. GENERAL : R.C.C. framed structure building as per the design of the Architect.
2. OUTSIDE WALL : 8" thick, all inside partition walls 5"/3" thick.
3. FLOORING : All Rooms, Verandah shall be laid with vitrified Tiles with skirting of 4" height .
4. FLOORS : The floors will be with Anti skid  
(TOILETS) Ceramic Tiles, Inside wall of the toilet upto 6' will be covered with glazed tiles.
5. TOILET : Indian/Western pattern pan with Flush.
6. KITCHEN : Inside wall upto 2'-0" height from the top of the Cooking table shall be covered with glazed tiles, one stainless steel sink with Bib-cock will be provided in the kitchen.
7. DOOR : Doors will be flush doors with main

- door ...
8. WINDOW : , window will be sliding shutter of aluminium.
9. WATER LINE : All water line will be concealed of standard dimension will be provided in water connection.
10. SANITARY : All fittings i.e. pan, commode, basin, etc. will be provided from recognised brand.
11. ELECTRIC : All electric line will be concealed. Minimum two lights, one fan and one plug will be provided in each room and dining space/room, one light point each will be provided in the Toilet and the Balcony. One 15 Amp. Plug point will be provided at the Dining/Living space.
12. FINISHING : Outside finish by paints of recognised company. Inside wall will be finished by plaster of parish.

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

**SIGNED AND DELIVERED**

By the PARTIES above named at

Kolkata in the presence of the following WITNESSES:

*[Handwritten signature]*

1. *Sumit Mandal*  
*Flat + P.O.*  
*Madurai*  
*Assipuri*  
*Pin - 743610*

*Rehman Biki*

*[Handwritten signature]*

SIGNATURE OF THE OWNER

For BANAJ DEVELOPERS PRIVATE LIMITED

2. *Santam Rajeev*  
*502 Kanchanjyoti Park*  
*Kol - 84*

*[Handwritten signature]*  
Director

SIGNATURE WITH SEAL OF THE DEVELOPER

Drafted by me:

*Sanjit Kr. Salapuri*

Advocate

*F-2149/2011*

Alipore Judges' Court,  
Kolkata - 700 027.

Computer printed by

*Seelip Dalui*

Alipore Judges' Court,  
Kolkata - 700 027.

		Thumb	1 <sup>st</sup> Finger	Middle Finger	Ring Finger	Small Finger
	Left hand					
	Right hand					

Name :  
Signature : *Rehman Qureshi*

		Thumb	1 <sup>st</sup> Finger	Middle Finger	Ring Finger	Small Finger
	Left hand					
	Right hand					

Name :  
Signature : *Mr. M. M. M.*

<b>PHOTO</b>		Thumb	1 <sup>st</sup> Finger	Middle Finger	Ring Finger	Small Finger
	Left hand					
	Right hand					

Name :  
Signature :

<b>PHOTO</b>		Thumb	1 <sup>st</sup> Finger	Middle Finger	Ring Finger	Small Finger
	Left hand					
	Right hand					

Name :  
Signature :



Government of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Assessment Slip

Query No / Year	16041000071263/2016	Query Date	18/02/2016 3:47:43 PM
Office where deed will be registered	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name	Dibyendu Chakraborty		
Address	Alipore,Thana : Alipore, District : South 24-Parganas, WEST BENGAL		
Applicant Status	Others		
Other Details	Mobile No. : 8481994715		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction Details	[4305] Declaration [No of Declaration : 1], [4311] Receipt [Rs : 1,00,000/-]		
Set Forth value	Rs. 3/-	Total Market Value:	Rs. 41,73,741/-
Stampduty Payable	Rs. 7,011/-	Stampduty Article:-	48(g)
Registration Fee Payable	Rs. 1,135/-	Registration Fee Article:-	E, E, B, M(b), H
Expected date of the Presentation of Deed			
Amount of Stamp Duty to be Paid by Non Judicial Stamp			Rs. 0/-
Mutation Fee Payable	DLRS server does not return any Information		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

**Land Details**

Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR- SONARPUR, Mouza: Kusumba	LR Plot No:- 2450 LR Khatian No:- 3823	1 Katha	1/-	8,74,998/-	Proposed Use: Bastu, ROR: Shali, Width of Approach Road: 70 Ft.
L2	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR- SONARPUR, Mouza: Kusumba	LR Plot No:- 2451 LR Khatian No:- 3824	1 Katha	1/-	8,74,998/-	Proposed Use: Bastu, ROR: Shali, Width of Approach Road: 70 Ft.
L3	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR- SONARPUR, Mouza: Kusumba	RS Plot No:- 2283/2518 RS Khatian No:- 1325	2.77 Katha	1/-	24,23,745/-	Proposed Use: Bastu, ROR: Shali, Width of Approach Road: 70 Ft.
Total			7.8705 Dec	3/-	41,73,741/-	

**Land Lord Details**

Sl No.	Name & Address	Status	Execution And Admission Details	Other Details
1	Rehana Bibi Wife of Mr Abdul Khalek Mondal Kusumba Halderpara, P.O:- Narendrapur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India. PIN - 700103	Individual	Executed by: Self, To be Admitted by: Self,	Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No. RAJPUR2251

Developer Details				
Sl No.	Name & Address ( Organization )	Status	Execution And Admission Details	Other Details
1	Banaj Developers Pvt Ltd 4b Caltie House 5/1a Hungerford St, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017	Organization	Executed by: Representative,	PAN No. AEIPB4707M,
Representative Details				
SL No.	Representative Name & Address	Other Details	Execution And Admission Details	Representative of
1	Shri Piyush Bhartia 6 National Library Avenue, P.O:- Alipore, P.S:- Alipore, Kolkata, District:- South 24-Parganas, West Bengal, India, PIN - 700027	Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AEIPB4707M		Banaj Developers Pvt Ltd (as director)
Identifier Details				
Identifier Name & Address		Other Details	Identifier of	
Mr C S Kathotia Son of Late B R Kathotia 7 H Cornfield Rd, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019		Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India,	Rehana Bibi, Shri Piyush Bhartia	

For Information only

**Note:**

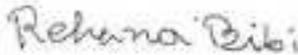
1. If the given informations are found to be given incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days for e-Payment. Assessed market value & Query is valid for 44 days i.e. upto 02/04/2016.
3. Standard User charge of Rs. 175/- (Rupees one hundred seventy five) only includes all taxes per transaction upto 15 (fifteen) pages and Rs 6/- (Rupees six) only for each additional page will be applicable.
4. Online Payment of Stamp Duty and Registration Fees can be made if Stamp Duty Payable is more than Rs. 5000/-.
5. Web-based e-Assessment report will be provisional one and subject to final verification by Registering Officer.
6. Quoting of PAN no. of Seller and Buyer of a property is a must where the transaction involves a property valued at Rs. 5 lac or more (IT Rules).  
If the party concerned do not have a PAN number, he/she will make a declaration in form no. 60 giving therein the particulars of such transaction.
7. Rs 50/- (Rupees fifty only) will be charged from the Applicant for issuing of this e-Assessment Slip (Urban Area).
8. If SD and Fees are not paid through GRIPS then mutation fee should be paid the concerned BLLRO office for Mutation.

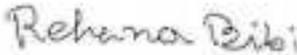
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(Tridip Misra)

DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV  
SOUTH 24-PARGANAS  
South 24-Parganas, West  
Bengal

## Seller, Buyer and Property Details

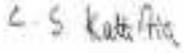
### A. Land Lord & Developer Details

Presentant Details			
SL No.	Name, Address, Photo, Finger print and Signature of Presentant		
1	Rehana Bibi Wife of Mr Abdul Khalek Mondal Kusumba Halderpara, P.O:- Narendrapur, P.S:- Sonarpur, District-South 24-Parganas, West Bengal, India, PIN - 700103	 19/02/2016 3:31:10 PM	 LTI 19/02/2016 3:31:16 PM
		 19/02/2016 3:31:34 PM	

Land Lord Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	Rehana Bibi Wife of Mr Abdul Khalek Mondal Kusumba Halderpara, P.O:- Narendrapur, P.S:- Sonarpur, District-South 24-Parganas, West Bengal, India, PIN - 700103 Sex: Female. By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No. BAJPB6425N.; Status : Individual; Date of Execution : 19/02/2016; Date of Admission : 19/02/2016; Place of Admission of Execution : Office	 19/02/2016 3:31:10 PM	 LTI 19/02/2016 3:31:16 PM
		 19/02/2016 3:31:34 PM	

Developer Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	Banaj Developers Pvt Ltd 4b Cattle House 5/1a Hungerford St, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District- Kolkata, West Bengal, India. PIN - 700017 PAN No. AEIPB4707M.; Status : Organization; Represented by representative as given below:-		
1(1)	Shri Piyush Bhartia 6 National Library Avenue, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AEIPB4707M.; Status : Representative; Date of Execution : 19/02/2016; Date of Admission : 19/02/2016; Place of Admission of Execution : Office	 19/02/2016 3:31:47 PM	 LTI 19/02/2016 3:31:53 PM
		 19/02/2016 3:32:05 PM	

### B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr C S Kathotia Son of Late B R Kathotia 7 H Cornfield Rd, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24- Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India,	Rehana Bibi, Shri Piyush Bhartia	 19/02/2016 3:32:18 PM

### C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kusumba	LR Plot No:- 2450 , LR Khatian No:- 3823	1 Katha	1/-	8,74,998/-	Proposed Use: Bastu, ROR: Shali, Width of Approach Road: 70 Ft.
L2	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kusumba	LR Plot No:- 2451 , LR Khatian No:- 3824	1 Katha	1/-	8,74,998/-	Proposed Use: Bastu, ROR: Shali, Width of Approach Road: 70 Ft.
L3	District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Mouza: Kusumba	RS Plot No:- 2283/2518 , RS Khatian No:- 1325	2.77 Katha	1/-	24,23,745/-	Proposed Use: Bastu, ROR: Shali, Width of Approach Road: 70 Ft.

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Rehana Bibi	Banaj Developers Pvt Ltd	1.65	100
L2	Rehana Bibi	Banaj Developers Pvt Ltd	1.65	100
L3	Rehana Bibi	Banaj Developers Pvt Ltd	4.5705	100

#### D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Dibyendu Chakraborty
Address	Alipore, Thana : Alipore, District : South 24-Parganas, WEST BENGAL
Applicant's Status	Others

Office of the D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas

Endorsement For Deed Number : I - 160401015 / 2016

Query No/Year	16041000071263/2016	Serial no/Year	1604001029 / 2016
Deed No/Year	I - 160401015 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Rehana Bibi	Presented At	Office
Date of Execution	19-02-2016	Date of Presentation	19-02-2016

Remarks

On 18/02/2016

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 41,73,741/-



(Tridip Misra)

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 19/02/2016

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

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

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

Presented for registration at 13:44 hrs on : 19/02/2016, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Rehana Bibi ,Executant.

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

Execution is admitted on 19/02/2016 by

Rehana Bibi, Wife of Mr Abdul Khalek Mondal, Kusumba Halderpara, P.O: Narendrapur, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700103, By caste Muslim, By Profession House wife  
Indetified by Mr C S Kathotia, Son of Late B R Kathotia, 7 H Cornfield Rd, P.O: Ballygunge, Thana: Gariahat, South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By Profession Others

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

Execution is admitted on 19/02/2016 by

Shri Piyush Bhartia director, Banaj Developers Pvt Ltd, 4b Cattle House 5/1a Hungerford St, P.O:- Circus Avenue, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 Shri Piyush Bhartia, Son of Late Bishwanath Bhartia, 6 National Library Avenue, P.O: Alipore, Thana: Alipore, , City/Town:

KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By profession Others  
Identified by Mr C S Kathotia, Son of Late B R Kathotia, 7 H Cornfield Rd, P.O: Ballygunge, Thana: Gariahat,  
South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By Profession Others

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,135/- ( B = Rs 1,089/- .E = Rs 14/-  
,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 1,135/-

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,011/- and Stamp Duty paid by Draft Rs  
2,020/-, by Stamp Rs 5,000/-

#### Description of Stamp

1. Rs 5,000/- is paid on Impressed type of Stamp, Serial no 38288, Purchased on 18/02/2016, Vendor named S  
Das.

#### Description of Draft

1. Rs 2,020/- is paid, by the Draft(other) No: 241677000428, Date: 19/02/2016, Bank: STATE BANK OF INDIA  
(SBI), ALIPORE.



(Tridip Misra)

DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2016, Page from 28842 to 28906

being No 160401015 for the year 2016.



Digitally signed by TRIDIP MISRA  
Date: 2016.02.24 18:06:22 -08:00  
Reason: Digital Signing of Deed.

(Tridip Misra) 2/24/2016 6:06:21 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)

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