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Certified that the Document
is Admitted to Registration in the
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Documents are the Part of this
Document.

A.D.S.R. Durgapur
Burdwan

17 JUN 2013

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 14th day of June, 2013 (TWO THOUSAND THIRTEEN); BETWEEN SRI RABIN CHATTERJEE, Son of Late Rathindranath Chattopadhyay, by Religion Hindu, by Occupation Service, PAN : ACCPC6515G, resident of Vill. Sagar Bhanga, P.O. Gopinathpur, P.S. Coke oven, A.D.S.R. Office & Sub-division Durgapur, Dist. Burdwan (W.B) herein-after referred to as the "OWNER" (which term or expression shall unless repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the FIRST PART;

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A N D

BAGARIA BUILDCON PVT. LTD., a Company registered under Indian Companies Act, 1956, **CIN No. U45400WB2009PTC133958, PAN : AADCB7575R**, having its Office situated at 119/A, N.S.B. Road, Raniganj, P.O., P.S. & A.D.S.R. Office Raniganj, Sub-division Asansol, Dist. Burdwan, represented by its Director **SRI SATISH KUMAR BAGARIA** Son of Sri Binod Kumar Bagaria, by faith Hindu, Nationality Indian, by Profession Business, resident of 40, N.S.B. Road, Raniganj, P.O., P.S. & A.D.S.R. Office Raniganj, Sub-division Asansol, Dist. Burdwan (W.B) hereinafter referred to as the "**DEVELOPER**" (which term or expression shall unless repugnant to the subject or context be deemed to mean and include its successors-in-office, nominee and assigns) of the **SECOND PART**:

- A. The party of the First Part is the owner and occupier now seized and possessed of and/or otherwise well and sufficiently entitled to all that the piece and parcel of land containing total area measuring about 82 Cottahs be the same a little more or less thereon along with all other easement rights, title interest, possession and appurtenance thereon comprised within Mouza- Gopinathpur, P.S. Cokeoven, District Burdwan which is more fully and particularly described in the Schedule "A" hereunder written hereinafter referred to as the "Said Property".
- B. That the property described in the schedule written hereunder originally belonged to Nilkantha Chatterjee, whose name was duly recorded in the Roll of Govt. of West Bengal and after his death the schedule below property alongwith other property devolved upon his two Sons Debiprasad Chatterjee and Rathin Chatterjee, and as such after the death of said Nilkantha Chatterjee his aforesaid two Sons Debiprasad Chatterjee and Rathin Chatterjee acquired the properties jointly each having 50% therein.

- C. That after death of Debiprasad Chatterjee his 50% share devolved upon his Son namely Sri Somnath Chattopadhyay who acquired a valid, good, clear and free marketable right, title and interest in the said property and he sold out an Area of 11.40 Cottahs of land within Mouza Gopinathpur, J.L. No. 85, R.S. Plot No. 1404, Khatian No. 739 to the First Party/Owner by virtue of a Regd. Deed of Sale being No. 5464 for the year 2010 (dtd. 19-07-2010) of Durgapur A.D.S.R. Office for valuable consideration and deliver possession of the said sold out property to the purchaser.
- D. That the father of the First Party/ owner got his share which was left by his father and the said Rathindranath Chatterjee had made a Regd. Partition Deed being No. 4540 executed on dtd. 23-09-1983 and registered on dtd. 26-09-1983 at Raniganj Sub-Registry Office and by virtue of said registered deed he was allotted exclusive & separate property.
- E. That the said Rathindranath Chatterjee who was the father of the First Party/Owner gifted an Area measuring 8.89 Cottah within Mouza Gopinathpur, Khatian No. 737, R.S. Plot No. 1402 to the First Party by virtue of a Regd. Deed of Gift being No. 4324 for the year 2001 of A.D.S.R. Office Durgapur.
- F. That the said Rabin Chatterjee since then owning and possessing his share which was acquired from his father. AND WHEREAS the Rathindranath Chatterjee died on 29th Chaitra 1418 B.S. intestate leaving behind his son i.e. the First Party/ owner and one Daughter namely Shreyashi Banerjee and his wife namely Gita Chatterjee and then the First Party alongwith his sister and mother jointly inherited the share of Rathindranath Chatterjee by way of inheritance to the extent of 1/3rd share of each and jointly owning and possessing the said property so left by Rathindranath Chatterjee.

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- G By a Deed of Gift dated 08-08-2012 made by and between (1) Smt. Gita Chatterjee, Wife of Rathindranath Chattopadhyay and Smt. Sreyashi Banerjee, Wife of Sri Asoke Taru Banerjee, referred to as the Donors of the Part and Shri Rabin Chattopadhyay, Son of Rathindranath Chattopadhyay therein referred to as the Donee of the Other Part and registered in the Office of D.R. Burdwan in Book No. I, Volume No. 13, Pages 2086 to 2095 Being No. 4315 for the year 2012 the Donors therein duly gifted to the Donee therein All That the piece and parcel of land measuring 67.34 Satak out of total 1 Acre 1 Satak under R.S. Khatian Nos. 737 & 739, Mouza Gopinathpur, J.L. No. 85, Ward No. 28, P.S. Cokeoven in the District Burdwan situated alia in the following Dag Nos. R.S. Dag No. 1402 (P), 1404 (P) vide L.R. Dag No. 6725, at present L.R. Khatian No. 5743.
- H After acquiring right, title and interest in respect of the said premises as aforesaid said owner, the party of the First Part herein, duly got his name mutated in the records of Durgapur Municipality in respect of the said premises, it is agree that the Developer shall start the construction after amalgamation of different plots into one plot and thereafter obtained the Sanction Plan from Durgapur Municipal Corporation.
- I The Owner is desirous of raising construction of multistoried building on the above of the said land altogether measuring an area of 82 Cottahs fully and particularly described in the First Schedule hereunder written, but due to paucity of fund he could not do so and as such invited offer from the intending developer for promotion of the said multistoried building thereon.
- J The Developer being aware of the intention of the owner as aforesaid approached and/ or offered the owner to construct the multistoried building/buildings as per building plan to be sanctioned by the authority on the premises and the owner believing and finding he Developer competent one has agreed to such offer on the stipulated terms and conditions.

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- K. The Owner represent having good and marketable title of the said premises free from all encumbrances, charges, liens and lispendences attached to such promotions of the building and providing owner's allocation and advance money to the Owner and selling the flats of the premises to the intending purchaser by the Developer, the Owner and the Developer have entered into an Agreement terms and conditions appended hereunder.

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

ARTICLE-I : DEFINITIONS.

In these presents unless contrary and/or repugnant thereto the following expression shall have the following meaning;

- 1.1 **OWNER** shall mean **SHRI RABIN CHATTERJEE** and include his heirs, legal representatives, executors administrators and assigns.
- 1.2 **DEVELOPER** shall mean **BAGARIA BUILDCON PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956, **CIN NO. U45400WB2009PTC133958**, having its registered office at 119/A, N.S.B. Road, Raniganj, Dist. Burdwan, successor-in-interest or assignee.
- 1.3 **PREMISES** shall mean All that the piece and parcel of land measuring 82 Cottah (approx.) all situated in Mouza Gopinathpur, R.S. Dag No. 1402(P), 1404(P), L.R. Dag No. 6725 under Khatian Nos. 737 & 739, at present L.R. Khatian No. 5743 P.S. Cokeoven, District Burdwan (more fully and particularly mentioned and described in the First Schedule hereunder written).
- 1.4 **NEW BUILDING / BUILDINGS** shall mean and include the proposed building or buildings to be constructed erected and completed by the Developer in accordance with the map or plan to be sanctioned by Durgapur Municipal Corporation on the said premises described in the **FIRST SCHEDULE** or any modification thereof.

- 1.5. **COMMON FACILITIES AND AMENITIES** shall mean and include all areas and utilities in the said Project which has not been specifically allotted or sold and shall be common for all the Unit holders and all its expenses including those in maintenance, operation, repairing, renovation, painting, rebuilding, reconstructing, decorating, replacing and administration shall be borne by the Owner of each individual unit in the complex proportionately.
- 1.6. **SALEABLE SPACE** shall mean the all constructed space of the entire area and right in size, location advantage and market value of the said Project and/or Building forming part of the said premises available in such part of size or dimension for independent use and occupation and will included the undivided impartible proportionate share in all common parts, portion, land area and facilities and amenities.
- 1.7. **OWNERS ALLOCATION** shall mean 33.34% of the total constructed area in the new buildings to be constructed over the FIRST SCHEDULE property allocated to the Owner in terms of this Agreement comprised of the various units / flats / roof / constructed spaces / open spaces / car-parking spaces, both open and covered TOGETHER WITH the undivided proportionate share in all the common parts / portion / areas / facilities, including location advantages, more fully described in the **SECOND SCHEDULE**.
- 1.8. **DEVELOPERS ALLOCATION** shall mean the 66.66% of the total constructed area in the new buildings to be constructed over the Second Schedule Property allocable to the Developer in terms of this agreement comprising of various flat / units / apartments, roof constructed specific spaces, open spaces and / or car parking spaces both open and covered TOGETHER WITH the undivided proportionate share in all common parts, portions, areas and facilities including locations, advantage and market value more fully describe in the Third Schedule hereunder written.
- 1.9. **ARCHITECT** shall mean the person or persons who may be appointed by the Developer for designing and Planing of the said Project.

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- 1.10. **BUILDING PLAN** would mean such plan or plans prepared by the Architect for the construction of the said project to be sanctioned by the Durgapur Municipal Corporation together with any modification and / or alterations which may be necessary and/or required.
- 1.11. **PROJECT** shall mean the project undertaken by the Developer on the said premises to be constructed erected and completed in the buildings to have various self contained units apartments and Car parking spaces capable of held and/or enjoyed independently of each other as per aforesaid ratio in different phases.
- 1.12. **SPECIFICATION** shall mean the specifications required for the purpose of constructions of the said New Buildings or Commercial Project as may be decided by the Architect described in the FORTH SCHEDULE hereunder written.
- 1.13. **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 saleable space in a multi storied building to the intending purchasers / Lessee / Tenants.
- 1.14. **TRANSFeree** shall mean a person, firm, limited company, association of persons or others to whom any saleable space in the said Project has been transferred.
- 1.15. Words importing singular shall include plural and vice versa.
- 1.16. Words importing masculine gender shall include Feminine and Neuter genders like wise words imparting feminine general shall include masculine and neuter genders and similarly words imparting Neuter gender shall include masculine and feminine genders.

ARTICLE-II (COMMENCEMENT)

- 2.1. This Agreement has commenced and / or shall be deemed to have commenced on and with effect from the date of execution hereof.

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- 2.2. Unless terminated in the manner as hereinafter appearing or by mutual consent this agreement remain in full force and effect until such time the said project is completed or 48 months from the date of sanction of building Plan.

ARTICLE-III : OWNER'S RIGHT AND REPRESENTATION

- 3.1. At or before entering into this Agreement the Owner has assured and represented the developer as follows :-
- (i) That the owner is the absolute owner having a clear marketable title of the entirety of the said premises more fully described in the First Schedule hereunder written.
 - (ii) That the said premises more fully described in the First Schedule is free from all encumbrances, charges, lien, lispendents, attachments, trusts whatsoever or howsoever, and no notice of acquisition has been served on the Owner in respect of the said premises from any authority, and the Owner has clear, marketable title to the same.
 - (iii) That the Owner is in uninterrupted and peaceful possession of the said premises without any interruption or disturbance and/or claim from any person and / or persons in any part or portion thereof.
 - ✓ (iv) That the Owner has not entered into any agreement for sale transfer lease and/or development nor has created any interest of a third party into or upon the said premises or any part and portion thereof.
 - (v) That all municipal rates taxes and other outgoings payable in respect of the said premises up to the date of execution of this agreement have been paid and / or shall be paid by the owner and the owner has agreed to keep the developer its successor and / or successors saved harmless and fully indemnified from all costs charges claims actions suits and proceedings in respect thereof from all authorities/ Department for the period prior to signing of this agreement.

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- (vi) That there is no suit or legal proceeding pending before any of the courts nor there is any threat or any legal proceeding being initiated against the owner in respect of the entirety of the said premises on any account whatsoever or howsoever.
 - (vii) Sales : Broker for the project is to be appointed by the Developers. The owner may sell his share of floor area through his own effort or through the broker appointed by the developer. The owner shall not sell his share at a rate below the prevailing rate of the said Project and in such case the developer shall have a right to buy the said floor area at a higher rate and the owner shall have no-objection in transferring the said floor area for better sales realisation.
- 3.2. Relying on the aforesaid representations and believing the same to be true and acting on the good faith thereof the Developer has prima facie accepted the title of the Owner but in the event of any of the representations being found to be incorrect and / or false then and in that event it shall be the obligation of the Owner to cause the same to be remedied and / or rectified entirely at their own costs.

ARTICLE-IV : DEVELOPER'S RIGHTS

- 4.1. In pursuance of the mutual obligations and also subject to the various terms and conditions herein contained and on the part of the Developer to be paid performed and observed the Owner has agreed to grant the exclusive right of development and commercial exploitation in respect of the said premises up to and in favour of the Developer to undertake development of the said premises whereby the Developer shall be entitled to undertake the said project and construct erect and complete the building under his supervision and responsibility and management comprising of several self contained units, apartments and car parking spaces to be held and/or enjoyed independently by each other.
- 4.2. **NOTHING** in this presents shall be construed as a demise or assignment or conveyance in law by the owner of the premises or any part thereof to the Developer or as treating of any right, title or interest in respect thereof of the Developer other than an exclusive license to the Developer to commercially develop the same in terms hereof and to deal with the Developer's allocation in the new building in the manner hereinafter contained.

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ARTICLE-V : PLAN / PERMISSIONS

- 5.1. For the purpose of undertaking development of the said premises the Developer will cause a modified or revised or new map or plan to be prepared initially consisting of Ground floor and various upper floors subject to approval by the owner and will submit the same to Durgapur Municipal Corporation for sanction in the name of the Owner and make construction of new building and / or buildings on the said premises as per the sanction building plan with such modification in accordance with law and the Developer shall engage and / or appoint Architect, Engineers and other agents for the said purpose and shall make payments of their fees and/or charges. The Developer shall undertake that all future fees or other amounts payable in this connection will be paid by the Developer, and shall never make the owner responsible or liable for the same;
- 5.2. The Developer will take all steps to obtain all permissions approvals and/or sanctions as may be necessary and/or required at his / their expense and the owner hereby agree and undertake to sign all papers and/or documents as may be necessary and / or required to enable the Developer to effectively comply with the said obligations.

ARTICLE-VI : SPACE ALLOCATION

- 6.1. Within 48 months from the date of sanction of building plan, the Developer shall complete and deliver the owner's allocated area to the owner or the transferees to whom the owner has sold his share.
- 6.2. **Owners' Allocation** : 33.34% share (to be equally distributed at all floor level) of all the saleable areas in the Buildings that is of all the Flats, Units, Servant's quarters, if any, the Parking spaces, covered and open, and other areas in the Buildings as also the open spaces appertaining to the Buildings. The Owners' Allocation shall be demarcated before the Plan is submitted for sanction. If while demarcating, the aggregate areas of the Flats, Units, servants' quarters, if any, Parking spaces and other spaces in the owners' share is more than the Owners' Allocation, the Owners shall pay to the Developer the cost of the excess area. Similarly, if such area is less than the Owners' Allocation, the Developer shall pay the cost of the deficit area.

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- 6.3. That the Developer shall be entitled to transfer or otherwise deal with the developer's allocated area in the new building, after the completion of the individual units in the building.
- ✓ 6.4. That the Developer shall be entitled to register or transfer or assign its allocated portion to any third party after completion of the individual units in the building and the Developer is entitled to enter into agreement for sale in respect of its allocation and further shall be entitled to receive all advances and full consideration amount from the transfer of the said Developer's allocated area. The Developer shall be a Confirming Party to such Deed of Transfer by the Owner, who shall be bound to attend the appropriate Sub-Registrars Office at the instruction of the Developer for executing the transfer documents in favour of the various transferees of the Developer's allocation. Be it mentioned herein that the owner shall have no liability and obligation as regards agreement for sale to be executed by and between the Developer and the intending purchasers, which the Developer do hereby confirms.
- 6.5. That in so far as necessary all dealings by the Developer in respect of the new building shall be in the name of the owner for which purpose the owner undertake to give the developer a General Power of Attorney in a from and manner to enable the Developer to proceed with the work of Development or as is reasonably required. It being however agreed that such dealing shall not in any manner fasten or create any financial liability upon the owner or affect any right, title or interest of the owner's property or owner's allocation in the new buildings over the First Schedule property.
- ✓ 6.6. That the owner undertakes that he shall as per demand of the Developer execute the Deed of conveyance or Conveyances or any other deed of like nature of transfer in favour of the Developer or its nominee or nominees at the cost of the Developer or its nominee or nominees and the owner agrees to join as Vendor in the said Deed of Conveyance to be executed in respect of the transfer of the individual unit and the undivided proportionate share of the land underneath such unit attributable to the Developer's allocation in favour of the transferee, and the Developer shall join as confirming party in the said Deed of Conveyance. The Developer shall be entitled to sell its allocation on the basis of the Power of Attorney to be conferred and executed by the owner to the Developer.
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ARTICLE-VII : NEW BUILDING

- 7.1. That the owner shall deliver the possession of the first parcel of the First Schedule property to the developer immediately on signing of this agreement to enable the Developer to make survey to conduct soil test, prepare the site plan and building plan for sanction by the appropriate authority. After getting vacant possession of first parcel of the First Schedule property and after sanction of building plan the Owner shall demolish the existing building/ shed / structure at its own cost construct, erect and complete the new building over the first parcel of the First Schedule property in accordance with the building plan with good and standard materials including the portion of the owner allocation as mentioned in schedule of property written hereunder. The second parcel of the property of the first schedule shall deliver within 1 year from the execution of this agreement. If the owner fails or neglects to deliver the possession of the First Schedule property as per schedule above to the developer. In that event the stipulated period of 48 months under this agreement may be extended proportionately and the develop shall not be responsible for the said delay.
- 7.2. That the Developer shall be authorized to apply for and obtain temporary connection of water, electricity to the new building for the purpose of construction or enjoyment of the building.

ARTICLE-VII : OBLIGATION OF THE DEVELOPER AND INDEMNITY:

- 8.1. The Developer shall :
- (i) take such steps as are necessary to divert all pipes, wires, cables or other conducting media in, under or above the project or any adjoining or neighbouring premises and which need to be diverted as a result of the development.
 - (ii) install all electricity, gas, water, telecommunications, services and surface and soil water drainage to the premises and shall ensure that the same connect directly to the mains.
 - (iii) Serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.

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- (iv) give all necessary or usual notices under any statute affecting the demolition and clearance of the premises and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said premises and pay all costs, fees and outgoings incidental to or consequential, on any such notice and indemnified the owner from against all costs charges claims actions suits and proceedings.
- (v) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the plan and has agreed to keep the owner saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings in this regard.
- (vi) remain responsible for any accident and / or mishap taking place while undertaking demolition and / or clearance of the site and also while constructing erecting and completing the said project and / or new building and / or buildings in accordance with the said plan and has agreed to keep the owner safe harmless and fully indemnified from and against all costs charges claims actions suit and proceedings in this regard.
- (vii) incur all costs charges and expenses for the purpose of construction erecting and completing the said new buildings in accordance with the said plan.
- (viii) not to allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said premises or any part or portion thereof.
- (ix) Not to expose the owner to any liability and shall regularly and punctually make payment of the fees and / or charges of the Architect, Engineer and other agents as may be necessary and / or required for the purpose of construction erection and completion of the said project.

8.2. **INDEMNITY**

- (i) That 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 construction of the said New Building.



- (ii) That the Developer hereby undertakes to keep the owner indemnified against all actions, suits, costs and proceedings and claims that may arise out of the Developer's action with regard to the development of the said premises and / or in the matter of construction of the said building and / or for any defect herein or for any breach of contract with intending purchaser. For all matters raised under this clause, only the developer will be responsible to solve the matter legally.

ARTICLE-IX : COMMENCEMENT OF CONSTRUCTION AND REIMBURSEMENT

- 9.1. For the purpose of determination of the date of commencement of construction, the date of sanction of plan by DMC shall be treated as commencement date in respect of the said project shall be final conclusive and binding on the parties.

ARTICLE-X : COMPLETION

- 10.1. Unless prevented by circumstances beyond the control of the Developer and/or circumstances amounting, to force majeure as hereinafter appearing the said project shall be constructed erected and completed within the period of 48 months from the date of commencement of the work of construction in accordance with the said plan (hereinafter referred to as the COMPLETION DATE) and time in this regard to be treated as the essence of the contract. For the purpose of completion the certificate of the Architect shall be final conclusive and binding on the parties and similarly the common facilities and/or utilities will also be completed.

ARTICLE XI : MISCELLANEOUS :

- 11.1. The Owner and the Developer shall be entitled to enter into agreements for sale transfer and / or long term in respect of their respective allocation but it shall be the obligation on the part of the Owner and Developer respectively to remain responsible whereby intending purchasers of their respective allocation of the parties hereto shall be liable to contribute various amounts on account of proportionate share or contribution towards transformer and electric connections, H.T. and L.T. Lines, deposits for electric meter, costs for stand by generator, capital cost for equipment and development, maintenance deposits and documentation charges and Municipal

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rates and taxes. In the event of the Owner and / or Developer deciding to retain for themselves any of the units, apartments, constructed spaces and car parking spaces, then and in that event they shall be liable to pay and contribute the proportionate amounts as stated hereinabove to the Developer.

11.2. The details of allocation of area will appear from the Second and Third Schedule hereunder written and hereinafter referred to the Owner's allocation and Developer's allocation respectively.

11.3. The Developer is entitled to obtain loans from Banks and / or Financial Institution and / or Private Finances towards the cost of construction of the said project only after the roof casting of first floor is completed and if necessary can create a mortgaged of the 66,66% of the land and construction. However, it is the sole responsibility of the Developer to hand over the owner's allocation area to the Owner free of any charge or mortgage.

Similarly any intending purchasers / transferee can also create a charge or mortgage in respect of the area / Unit intended to be purchased to any Bank / financial Institution or private financiers to obtain loan and in both such cases the Owner will give full co-operation and sign such papers as may be required by the Bank or Financial Institution or Private Financiers. However, it is made clear that the owner will under no circumstances will be liable to pay such loans or any portion thereof to the bank / financial institution.

11.4. That any amenities like Generator power supply for common areas, Common Lights, Security Guards, Sweepers, maintenance costs, common electricity bills, drainage clearance etc. for extra charges shall be borne by owner, developer proportionately and after selling the property it will be bear by the flat owners and their association.

11.5. Developer will pay a sum of Rs. 20,00,000/- (Rupees Twenty Lacs) only by Cheque at the time of execution of this agreement to the Owner in terms of this agreement and the said premium is hereby agreed not to be refunded by the Owner to the Developer and will be treated as premium for the land.

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- 11.6. All disputes, and differences arising out of or in relation with this agreement shall be referred to arbitration under the provision of The Arbitration and Conciliation Act, 1996 or any statutory modification thereof for the time being in force.
- 11.6. Courts having jurisdiction of Durgapur alone shall have the jurisdiction to entertain try all actions, suits, proceedings arising out such arbitration.

ARTICLE-XII : TITLE DEEDS.

- 12.1. The Owner hereby agrees and undertakes that he shall hold the original Deeds of Conveyance in respect of the portions forming part of the said Entire Premises and shall keep the same in safe custody and shall offer the same for inspection and production as and when required by the Developer or the intending purchaser of any unit in Project.

ARTICLE-XIII : OWNER'S OBLIGATIONS

13. The Owner has agreed :
- (i) To co-operate with the Developer in all respect for development of the said premises in term of this agreement.
 - (ii) To execute all deeds documents and instruments as may be necessary and/or required from time to time.
 - (iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds documents and instruments as may be necessary and/or required to enable the Developer undertake construction of the project and/or Building in accordance with the said Plan.
 - (iv) To execute a General Power of Attorney in favour of the Developer or its nominee and / or nominees.
 - (v) To execute the Deed of Conveyance / Lease in respect of the Developer's allocation in favour of the intending purchaser(s) acquiring units apartments constructed spaces and car parking spaces forming part of the DEVELOPER'S ALLOCATION.



ARTICLE-XVI : DEFAULT AND REMEDIES :

- 14.1. Unless prevented by circumstances beyond its control if the Developer shall commit any default and / or breaches of any of the terms and condition herein contained and on the part of the Developer to be paid performed and observed or in the event of the Developer failing to complete the said Project and / or New Buildings within the Completion Date as hereinbefore recited or after a grace period of six months then and in that event without prejudice to any of the rights claims contentions which the Owner may have against the Developer, the Developer shall be liable and has agreed to pay to the Owner such compensation as may have been occasioned due to delayed completion of work.

ARTICLE-XV : PROCEDURE

- 15.1. The Owner shall execute and register an General Power of Attorney in favour of the Developer and/or its nominee and/or nominee(s) as may be required for the purpose of obtaining necessary permission / approvals and sanctions from different authorities in connection with the construction of the said new buildings upon the land described in the FIRST SCHEDULE and also for pursuing and following up the matter with the Durgapur Municipal Corpn. Fire Department, authorities under West Bengal Building (Construction and Transfer) by Promoter Act, Pollution and Environment Control Authorities, Directorate of Electricity, for obtaining Lift Licence, Permission for Generator, for obtaining Sewerage Connection, Water, Electricity supply and/or modification and changes of the plan and for obtaining the completion and occupancy Certificates and other Authorities and for booking and / or entering into agreement for sale and sale out the property of saleable space out of Developer's allocation.

ARTICLE-XVI : BUILDING

- 16.1. The Developer shall at its own costs construct erect and complete the Project on the said premises in accordance with the sanctioned plan as per the specifications described in the Fourth Schedule hereunder written and the common facilities and amenities hereinbefore mentioned with first class materials as may be certified by the Architect of the said Project and the same shall be completed within completion date.
- 16.2. Subject as aforesaid the decision of the Architect regarding the quality of the materials shall be final and binding between the parties hereto and the project will be constructed erected and completed in accordance with the specifications details whereof are mentioned in the fifth schedule hereunder written.

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- 16.3. The Developer shall be authorized in so far as necessary to apply for and obtain quota entitlement and other allocation of or for cement, iron, bricks, sand 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 project and other inputs and facilities required for the construction or for the better enjoyment of the building for which purpose the Owner shall execute in favour of the Developer or its nominee or nominees as Power of Attorney and other authorities as shall be required by the Developer. Power of Attorney will remain in force until the Municipality or statutory authorities issues of completion Building Certificate and all the conveyances of the various Transferees are executed and registered.
- 16.4. The Developer shall at its own costs and expenses and without creating any financial and other liability on the Owner construct and complete the Project 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.
- 16.5. All costs charges and expenses including Architect's Structural Engineers' fee shall be discharged by the Developer and the Owner shall bear no responsibility in this context.
- 16.6. The Owner shall not cause any obstruction or interference in the Developer continuing with the construction erection and completion of the said Project as well as ensure that no one else claiming any right title interest through or on behalf of the Owner will obstruct or create any problem or difficulty in such construction.

THE FIRST SCHEDULE REFERRED TO ABOVE :

In the Dist. of Burdwan, Sub-division Durgapur, under P.S. Coke Oven, A.D.S.R. Office Durgapur, Mouza Gopinathpur, J.L. No. 85, ~~appertaining to R.S. Khatian No. 3546 (Three thousand five hundred forty six) corresponding to~~ L.R. Khatian No. 5743 (Five thousand seven hundred forty three) bearing; R.S. Khatian - 737 & 739.

- (1) C.S. & R.S. Plot No. 1402 (One thousand four hundred two), corresponding to L.R. Plot No. 6725 (Six thousand seven hundred twenty five) Classification Danga now fit for Bastu. 32 Katha. (Thirty Two Katha More or Less)

Robin Chatterjee

AS

(2) C.S. & R.S. Plot No. 1404 (One thousand four hundred four), corresponding to L.R. Plot No. 6725 (Six thousand seven hundred twenty five) Classification Bastu. 50 Katha (Fifty Katha more or less)

In the above mentioned two Plots measuring an aggregate area of more or less 82 (Eighty two) Cottahs of Vacant land which is shown and delineated by Red Border Line in the Plan annexed hereto, which do form a part of this Agreement. The property is butted and bounded as follows :-

ON THE NORTH : R.S. Plot No. 1403.
ON THE SOUTH : 40'ft. wide R.S. Road.
ON THE EAST : Land of Somenath Chatterjee.
ON THE WEST : R.S. Plot No. 1405.

The first and Second land parcels from out of the total land parcel of more or less 82 Cottahs is detailed below :

- * **First Parcel** : 50 Cottahs of contiguous land from out of the total land parcel of 82 Cottahs.
- * **Second Parcel** : 32 Cottahs of contiguous land from out of the total land parcel of 82 Cottahs.

THE SECOND SCHEDULE ABOVE REFERRED TO OWNER ALLOCATION

33.34% of ALL THAT the piece and parcel of land containing a total area measuring about 82 Cottahs be the same title more or less thereon along with 33.34% of the built-up allotted area, together with 33.34% of the open spaces, roof, common areas and facilities in the new buildings together with undivided proportionate share in the land described in the **FIRST SCHEDULE** and location advantage. The area to be clearly demarcated before submission of plan to DMC.

THE THIRD SCHEDULE ABOVE REFERRED TO DEVELOPER'S ALLOCATION

66.66% of ALL THAT undivided total area mentioned in the **FIRST SCHEDULE**, together with 66.66% of the total constructed area together with the open space roof and common area and facilities in the proposed building to be constructed in the said premises together with undivided total share in the land more fully described in the First Schedule hereinabove written together with location advantage.

Cont...P/20.

Rohin Chatterjee

[Handwritten initials]

THE FOURTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATION OF CONSTRUCTION)

WATER SUPPLY	Water works from DPL/DMC or relevant resources under Government water scheme.
STRUCTURE	RCC
WALLS	Red Brick / Conventional brickwork.
FLOORING	Ceramic Tiles / Vitrified Tiles
WALL FINISH	Interior : All internal walls will be plastered and finish with P.O.P. Exterior : Walls will be plastered and finish with weather coat paints.
KITCHEN	Flooring : Tiles / Granite Platform with Stainless Steel kitchen sink with normal water provision. Wall : 2'ft. Ceramic tiles dado above working platform with point for aqua guard.
TOILET	Flooring : Ceramic Tiles Walls Glazed Tiles up to height of 7'ft. ISI Branded C.P. fittings, Concealed plumbing and pipeline.
DOORS	Main door is flush door shutter with Locking arrangement, magic eye and brass handle and rest are 30mm thick ISI mark flush door with a coat of primer.
WINDOWS	Aluminium / Roll Formed Galvanized frame and 4mm Glass pane.
ELECTRICAL	Fittings : ISI approved brand of electrical switch and sockets. Wiring : All internal wiring in concealed conduits with copper wires. Convenient provision and distribution of light and power plugs.
COMMON LIGHTING	Overhead illumination for compound and common path lighting inside the complex.
WIRING	ISI approved brand of concealed wiring for electricity but telephone and television at extra costs.
AIR-CONDITIONING	Provision for A.C. in master Bed Room.
AMENITIES	Lift facility for every floor of building.

Signature

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

This Agreement has been Printed in 21 Pages and in Page No.1(A), Photo & Ten Fingers Print given by the Parties duly attested, being the part of this Deed.

WITNESSES:-

[1] *Naresh Gupta*
S/o. Sri. Chittanmal Gupta
Machipora, Durgapur-713212
Business.

[2] *Shashi Prakash*
S/o ShreePrakash Prasad
Nabapalli, Benachity
Durgapur-13.
Business.

Rabin Chatterjee
[SIGNATURE OF THE FIRST PARTY]
OWNER

BAGARIA BUILDCON PVT. LTD.
Satish Kr. Bagari.
Director

Drafted and prepared by me:-

Soumitra Mukherjee
Advocate,
Enrolment No. F/24/24/94.

[SIGNATURE OF THE SECOND PARTY]
DEVELOPER

Typed & Printed by me :-

Salil Sen
(SALIL SEN)
C.R. Road, RANIGANJ.

Thumb Littlefinger to forefinger

Left Hand  

Thumb Forefinger to Littlefinger

Right Hand  



Finger Print attested by me : Satish Kr. Bagari

Thumb Littlefinger to forefinger

Left Hand  

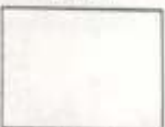
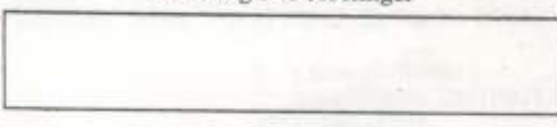
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Right Hand  

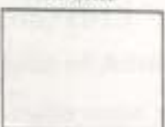
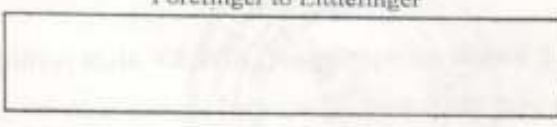



Finger Print attested by me : Rabin Chatterjee

Thumb Littlefinger to forefinger

Left Hand  

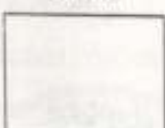
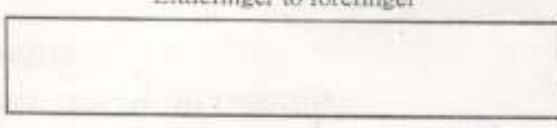
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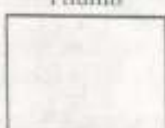
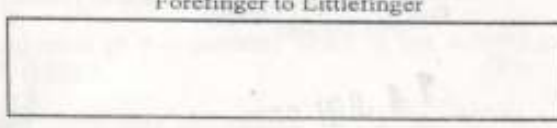



Finger Print attested by me :

Thumb Littlefinger to forefinger

Left Hand  

Thumb Forefinger to Littlefinger

Right Hand  



Finger Print attested by me :



Government Of West Bengal
Office Of the A.D.S.R. DURGAPUR
District:-Burdwan

Endorsement For Deed Number : I - 04945 of 2013
(Serial No. 05181 of 2013 and Query No. 0206L000008933 of 2013)

On 14/06/2013

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

Presented for registration at 17.25 hrs on :14/06/2013, at the Private residence by Rabin Chatterjee
Executant.

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

Execution is admitted on 14/06/2013 by

1. Rabin Chatterjee, son of Late Rathindra Nath Chattopadhyay , Sagarbhanga, Durgapur, Thana:-Coke
Oven, P.O. :-Gopinathpur, District:-Burdwan, WEST BENGAL, India, , By Caste Hindu, By Profession :
Service

2. Satish Kumar Bagaria
Director, Bagaria Buildcon Pvt. Ltd., 119/ A, N. S. B. Road, Raniganj, Thana:-Raniganj, P.O.
:-Raniganj, District:-Burdwan, WEST BENGAL, India, ,
By Profession : Business

Identified By Naresh Gupta, son of Chittarmal Gupta, Muchipara, Durgapur, Thana:-Kanksa,
District:-Burdwan, WEST BENGAL, India, Pin :-713212, By Caste: Hindu, By Profession: Business.

(Satyajit Biswas)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
DURGAPUR

On 17/06/2013

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

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

Payment of Fees:

Amount By Cash

Rs. 22003.00/-, on 17/06/2013

(Under Section B = 21989/- ,E = 14/- on 17/06/2013)

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. -1,75,000/-

Certified that the required stamp duty of this document is Rs. - 40011 /- and the Stamp duty paid as:
Impressive Rs. 5000/-



(Satyajit Biswas)

ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR

17/06/2013 11:36:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A.D.S.R. DURGAPUR
District:-Burdwan

Endorsement For Deed Number : I - 04945 of 2013
(Serial No. 05181 of 2013 and Query No. 0206L000008933 of 2013)

Deficit stamp duty

Deficit stamp duty Rs. 35025/- is paid , by the Bankers cheque number 329118, Bankers Cheque Date 14/06/2013, Bank : State Bank of India, DURGAPUR CITY CENTRE, received on 17/06/2013

(Satyajit Biswas)
ADDITIONAL DISTRICT SUB-REGISTRAR OF
DURGAPUR



(Satyajit Biswas)
ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR
EndorsementPage 2 of 2

17/06/2013 11:36:00

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 12
Page from 1084 to 1109
being No 04945 for the year 2013.



(Signature)
(Satyajit Biswas) 17-June-2013
ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR
Office of the A.D.S.R. DURGAPUR
West Bengal