

002758/18

L-2494/18



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 481514

P 00
A99064/A

Certified that the document is admitted to registration. The signature sheets and the document sheets attached with this document are the part of this document.

[Signature]
District Sub-Registrar-V
Alipore, South 24 Parganas
26.09.18

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the 26th day of September, Two Thousand and Eighteen (2018)

BETWEEN

[Signature]
Advocate

Ashirbad Realty Pvt.Ltd

Ashirbad Realty Pvt.Ltd

[Signature]

Director

011080

20 SEP 2018

.....Date.....
Sold to.....
of.....
Rupees 100/-

MR. DEBES KR. MISRA
M.A.B. Com. LL.B.
Advocate, High Court, Cal.
69/L, Baghajatin Place, Kol-86

SDS
Samiran Das
Stamp Vendor
Alipore Police Court
South 24 Pgs., Kol-86



District Sub-Registrar-V
Alipore, South 24 Parganas
26 SEP 2018

Somen Mishra
Adv
High Court
Calcutta

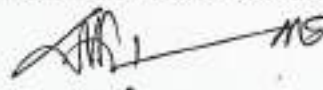
Ashirbad Realty Pvt.Ltd
for Director
Ashirbad Realty Pvt.Ltd
Director

M/S OIENDRILA PROMOTERS & DEVELOPERS PRIVATE LIMITED (PAN-AABCO1239M), a company incorporated under the Indian Companies Act, 1956, having its registered office at 27B, Bose Pukur Road, P.O. & P.S. Kasba, Kolkata - 700 042, represented by its Director namely **SRI PRABIR PAUL**, (PAN - AFQPP2907Q), son of Late Santi Ranjan Paul, by Occupation : Business, by faith : Hindu, by Nationality : Indian, residing at 248D, B. B. Chatterjee Road, P.O. Kasba, Police Station - Kasba, Kolkata - 700 042, hereinafter called and referred to as the "LAND OWNER" (which expression shall unless excluded by and repugnant to the context be deemed to mean and include its heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **FIRST PART**.

AND

ASHIRBAD REALITY PRIVATE LIMITED, (PAN-AAQCA5059G), a private Limited company having its office at 6B/28, Mukundapur, 1st Floor, P.O. Mukundapur, P.S. Purba Jadavpur, Kolkata - 7000 99, represented by its Director namely **SRI PRODIP KUMAR DAS**, (PAN - AHPPD1812P), son of Late Purnendu Sekhar Das, by faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at 1983, Mukundapur, Satabdi Park, 4th Floor, Post Office- Mukundapur, Police Station - Purba Jadavpur, Kolkata - 700099, hereinafter called and referred to as the "DEVELOPER/ SECOND PARTY" (which expression shall unless excluded by and repugnant to the context be deemed to mean and include its heir/heirs, executor/ executors, administrator/administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **OTHER PART**.

WHEREAS LAND OWNER is the owner of all that piece of land measuring a little more or less **6 (Six) Cottahs & (Eight) Chittacks** situated in Mouza - Nayabad, J.L. No.25, comprising in R.S. Dag No.171, 177 and 178, under R.S. Khatian No.82, being Plot No.4, now under the Jurisdiction of the Kolkata Municipal Corporation Ward No.109, being the K.M.C. Premises No.633, Nayabad, Assessee No.31-109-08-3051-3, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata - 700 099, in the District of South 24-Parganas, which is more fully and particularly mentioned and described in the **SCHEDULE - 'A'** hereunder written and hereinafter referred to as the **SAID PROPERTY**.



Ashirbad Realty Pvt.Ltd

Ashirbad Realty Pvt.Ltd



Director



District Sub-Registrar-V
Alipore, South 24 Parganas

26, SEP 2018

Ashirbad Realty Pvt.Ltd

[Handwritten Signature]
Director
Ashirbad Realty Pvt.Ltd

AND WHEREAS the **LAND OWNER** purchased the aforesaid plot of land by virtue of a registered Deed of Conveyance dated 21.12.2012, registered at D.S.R. III, Alipore, District-South 24 Parganas, recorded in Book No.I, CD Volume No.4, at Pages 6575 to 6593, Being No.2030 for the year 2013 situated in **R.S. Dag No.171, 177 and 178**, under **R.S. Khatian No.82**, being Plot No.4, now under the Jurisdiction of The Kolkata Municipal Corporation Ward No.109, from the previous Owner namely Sri Rudrabrata Sikder and Sri Subhabrata Sikder, both sons of Sri Jnanendra Nath Sikder, both of residing at Nayabad, P.S. Panchasayar, Kolkata – 700 099, through their Attorney namely Sri Swaraj Dhara, son of Sri Paritosh Kumar Dhara, residing at 888/2, Madurdaha, P.O. EKTP, P.S. Tiljala, Kolkata – 700 107, by virtue of a registered General Power of Attorney dated 21.06.2012, registered at D.S.R. III, Alipore South 24 Parganas and recorded into Book No.IV, Deed No.544 for the year 2012.

AND WHEREAS thereafter the **LAND OWNER** herein has mutated its name in the record of The Kolkata Municipal Corporation and has been paying Municipal Rates and Taxes in respect of the **K.M.C. Premises No.633, Nayabad, K.M.C. Ward No.109**, Assessee No.31-109-08-3051-3, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700 099.

AND WHEREAS the **LAND OWNER** is desirous of promoting and developing the said premises by constructing a **ground plus Three storied building** with lift facility according to modern design and architecture in accordance with the building plan duly sanctioned by The Kolkata Municipal Corporation vide Building Permit No.2014120310 dated 23.12.2014, sanctioned from Borough Office-XII.

AND WHEREAS on the aforesaid representation of the **LAND OWNER** and upon verification of title of the **LAND OWNER** concerning the said premises the **DEVELOPER** has agreed to develop the said property by constructing a ground plus three storied building with Lift facility at the said property in accordance with the said sanctioned building plan on the terms and conditions hereinafter appearing.

Ashirbad Realty Pvt.Ltd

Ashirbad Realty Pvt.Ltd

[Handwritten signature]

Director

[Handwritten signature]



District Sub-Registrar-V
Alipore, South 24 Parganas

26 SEP 2018

Ashirbad Realty Pvt.Ltd

[Handwritten signature]

NOW THE AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as per following terms and conditions:-

- I. **DEFINITION** : Unless there is anything repugnant to the subject or context the term:
- (a) **LAND OWNER** : shall mean the Party of the **FIRST PART** herein namely **M/S OIENDRILA PROMOTERS & DEVELOPERS PRIVATE LIMITED**, a company incorporated under the Indian Companies Act, 1956, having its registered office at 27B, Bose Pukur Road, P.O. & P.S. Kasba, Kolkata – 700 042, represented by its Director namely **SRI PRABIR PAUL**, son of Late Santi Ranjan Paul, residing at 248D, B. B. Chatterjee Road, P.O. Kasba, Police Station - Kasba, Kolkata – 700 042, the Party of the **FIRST PART** herein and its legal heir/heirs, executor/executors, administrator/ administrators, and legal representative/ representatives, successors-in-interest and successors-in-office.
- (b) **DEVELOPER** : shall mean **ASHIRBAD REALITY PRIVATE LIMITED**, a private Limited company having its office at 6B/28, Mukundapur, 1st Floor, P.O. Mukundapur, P.S. Purba Jadavpur, Kolkata – 7000 99, represented by its Director namely **SRI PRODIP KUMAR DAS**, son of Late Purnendu Sekhar Das, by faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at 1983, Mukundapur, Satabdi Park, 4th Floor, Post Office- Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700099, the Party of the **SECOND PART** herein for the time being and its respective successors or successors in interest, legal heirs, representatives, administrators and assigns.
- (c) **LAND** : Shall mean all that piece of land measuring an area of **6 (Six) Cottahs 8 (Eight) Chittacks** situated in **Mouza – Nayabad, J.L. No.25**, comprising in **R.S. Dag No.171, 177 and 178**, under **R.S. Khatian No.82**, being Plot No.4, now under the Jurisdiction of the Kolkata Municipal Corporation Ward No.109, being the **K.M.C. Premises No.633, Nayabad**, Assessee No.31-109-08-3051-3, presently P.S. Panchasayar, formerly P.S. Purba Jadavpur, Kolkata – 700 099, which is more

Ashirbad Realty Pvt.Ltd

Ashirbad Realty Pvt.Ltd

[Signature]

Director



District Sub-Registrar-V
Alipore, South 24 Parganas

26 SEP/2018

Ashirbad Reality Pvt.Ltd

Rishi Umashay

Director

Ashirbad Reality Pvt.Ltd

fully and particularly mentioned and described in the **SCHEDULE - 'A'** hereunder written and referred to the **SAID LAND**.

- (d) **BUILDING** : shall mean the Ground plus three storied building with lift facility to be erected on the **SAID PROPERTY**.
- (e) **COMMON FACILITIES AND AMENITIES** : shall include corridors, landings, hall ways, stair ways and landings passages ways, driveways, lift, lift room and lift lobby, common lavatories, pump room, tube well, water reservoir, overhead water-tank water pump and motor and other facilities which may be mutually agreed upon between the parties and as required for the establishment, location, enjoyment, provisions, maintenance and/or management of the proposed building.
- (f) **SALEABLE SPACE**: shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required therefore.
- (g) The object behind this agreement is to construct and/or cause to be constructed a ground plus three storied building alongwith lift facility with modern amenities and good materials in the said premises and/or remuneration, incidental thereto so that the **LAND OWNER** will not be required to spare or to borrow money or raise fund from any sources. The **DEVELOPER** will arrange finance for such construction and the consideration value of the said premises/land shall be the cost of construction of their respective share.
- (h) **LAND OWNER'S ALLOCATION** : The **OWNER** shall get entire complete Second Floor Flat area of the building and another one complete Flat on Third Floor Southern side of the building i.e. marked as A in the sanctioned building plan. The **OWNER** shall also get 45% sanctioned Car Parking Space area situated on the Ground floor of the building to be settled mutually by the **DEVELOPER** and the **OWNER** during construction and the **OWNER** shall enjoy all the common portions and common facilities and amenities of the building as mentioned in the **SCHEDULE-C** below.



Ashirbad Realty Pvt.Ltd



[Handwritten signature]



District Sub-Registrar-V
Alipore, South 24 Parganas

26 SEP 2018

Ashirbad Realty Pvt.Ltd

[Handwritten signature]

Director

Ashirbad Realty Pvt.Ltd

- (i) **DEVELOPER'S ALLOCATION** : The DEVELOPER shall get entire First Floor of the building and two Flats on Third Floor Northern side of the building i.e. marked as B and C in the sanctioned of the building plan. Besides the DEVELOPER shall also get 55% sanctioned Car Parking Space area on the Ground Floor of the building to be settled mutually by the DEVELOPER and the OWNER during construction The DEVELOPER shall also enjoy all the common portions and common amenities of the building as mentioned in the SCHEDULE C below. The DEVELOPER shall also enjoy all the common portions and rights of the building to be erected as described in the SCHEDULE-C below.
- (j) **THE ARCHITECT**: shall mean such persons who will be appointed by the DEVELOPER for both designing and planning the building on the SAID PROPERTY.
- (k) **BUILDING PLAN**: would mean a Ground plus three storied sanctioned building plan prepared by the Architect for the construction of the Building duly sanctioned by The Kolkata Municipal Corporation vide Building Permit No.2014120310 dated 23.12.2014, sanctioned from Borough Office-XII at the cost of the DEVELOPER.
- (l) **TRANSFER**: with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
- (m) **TRANSFeree**: shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been transferred.
2. **THIS AGREEMENT** : shall be deemed to have commenced on the with effect from the date of execution of this agreement.

Ashirbad Realty Pvt.Ltd

Ashirbad Realty Pvt.Ltd

[Signature]
Director

[Handwritten signature]



District Sub-Registrar-V
Alipore, South 24 Parganas

26 SEP 2018

Ashirbad Realty Pvt.Ltd

[Handwritten signature]

Director

Ashirbad Realty Pvt.Ltd

[Small illegible text]

The **DEVELOPER** will be completed within 18 (Eighteen) months from the date of execution of this Agreement.

3. That nothing herein contained shall be construed as a demise or assignment or conveyance or as creating any right title or interest in respect of the said property in favour of the **DEVELOPER** other than an exclusive license or right to the **DEVELOPER** to do or refrain from doing the acts and things in terms hereof and to deal with the Developer's allocation.
4. That the **LAND OWNER** shall grant to the **DEVELOPER** a Developer Power of Attorney as may be required for the purpose or obtaining modified plans and all necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the Kolkata Municipal Corporation and other authorities.
5. The **DEVELOPER** shall submit the modified building plan for sanction if required before The Kolkata Municipal Corporation. The **DEVELOPER** will construct the new building and shall bear all expenses for construction. That upon completion of the new building the **DEVELOPER** shall be exclusively entitled to its respective share of allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the other and the **LAND OWNER** shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.
6. That insofar as necessary all dealings by the **DEVELOPER** in respect of the Building including agreements for sale or transfer concerning Developer's Allocation shall be in the name of the **LAND OWNER** for which purpose the **LAND OWNER** undertakes to give the **DEVELOPER** a Developer Power of Attorney in a form and manner required by the **DEVELOPER**, PROVIDED HOWEVER the same shall not create any financial liability upon the **LAND OWNER** in any manner whatsoever.

Ashirbad Realty Pvt.Ltd


Director

Ashirbad Realty Pvt.Ltd

 MS

[Handwritten signature]



District Sub-Registrar-V
Alipore, South 24 Parganas

26 SEP 2018

Ashirbad Realty Pvt.Ltd
Ashirbad
Ashirbad Realty Pvt.Ltd
Director

7. That the **DEVELOPER** as constituted attorney of the **LAND OWNER** shall execute the Deed of Conveyance or Conveyances on Developer's Allocation in favour of the **DEVELOPER'S** nominee or nominees or agent in such part of parts as shall be required by the **DEVELOPER** and all costs and expenses including stamps Duty and Registration Charges thereof shall be borne and paid by the **DEVELOPER** or its nominee or nominees in connection with Developer's Allocation.
8. That the **DEVELOPER** shall at its own cost construct and complete the new building at the said property in accordance with the sanctioned plan and annexed specifications and as may be recommended by the Architect from the time to time appointed for the purpose and it is hereby clearly understood that the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto.
9. That the **DEVELOPER** shall install in the said building at its own costs pump operated water storage tanks and overhead water-reservoirs, electric wiring and installations, lift and other facilities as are required to be provided in the new building constructed for sale of flat therein on Ownership basis and mutually agreed.
- a) That the **DEVELOPER** shall be authorized in the name of the **LAND OWNER** in so far as is necessary to apply for and obtain temporary and permanent connections of drainage, sewerage and/or other facilities if any required for the construction or enjoyment of the Building. Corporation water is not available at present in this area and so the **DEVELOPER** shall arrange tube-well water.
- b) Upon completion of construction, the **DEVELOPER** shall obtain Completion Certificate, drainage connection etc. from The Kolkata Municipal Corporation at its costs and expenses.

Ashirbad Realty Pvt.Ltd

Ashirbad Realty Pvt.Ltd


Director



District Sub-Registrar-V
Alipore, South 24 Parganas

26 SEP 2018

Ashirbad Realty Pvt.Ltd

Rose Lal Roy
Director

Ashirbad Realty Pvt.Ltd

www.ashirbadrealty.com

10. That the **DEVELOPER** shall at its own costs and expenses and without creating any financial or other liability on the **LAND OWNER** construct and complete the said new building in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the **DEVELOPER** provided however no alteration or modification shall be made on Owner's allocation.
11. That as from the date of making over possession the Municipal rates and taxes as also other outgoings in respect of the said property and till such time as the possession of the said **LAND OWNER'S ALLOCATION** is made shall be borne and paid by the **DEVELOPER** and all outstanding dues on account of municipal rates and taxes as also other outgoings upto the date of delivery of possession shall remain the liability of the **LAND OWNER** and shall be borne and paid by the **LAND OWNER**.
12. **IT IS FURTHER AGREED BY AND BETWEEN THE LAND OWNER AND THE DEVELOPER** as followipgs:
- a) That as soon as the building shall be completed the **DEVELOPER** shall give the hand the Owner's Allocation of the building.
 - b) That the **LAND OWNER** and the **DEVELOPER** shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities and keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may consequent upon a defeat made by either of them.
 - c) That as and from the date of service of notice of possession the **LAND OWNER** shall also be responsible to pay and bear the service charge for the common facilities in the new building payable with respect to the **LAND OWNER'S ALLOCATION** and such charges are to include proportionate share of premium for the insurance of the building if any, water, fire and scavenging charges and

Ashirbad Realty Pvt.Ltd

Ashirbad Realty Pvt.Ltd

[Signature]
Director

[Handwritten mark]



District Sub-Registrar-V
Alipore, South 24 Parganas

26 SEP 2018

Ashirbad Reality Pvt.Ltd

[Handwritten signature]

Director

etc. in each of their respective allocation in the building in perfect working condition and repair so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and or the occupiers of the building indemnified from the against the consequences of any breach arising there from.

- h) That neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
- i) That articles of display or otherwise no one shall be kept by the either party in the corridors or other places of common use in the building so as to cause hindrance in any manner in the free movement of the users in the corridors and other places of common use in the building.
- j) That the **LAND OWNER** shall permit the **DEVELOPER** and its servants and agents with or without workmen and others at all reasonable times to enter into and upon the Land Owner's Allocation and every part thereof for the purpose of repairing, maintaining rebuilding cleaning lighting and testing drains gas and water pipes and electric wires and for any similar purpose.
- k) That 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 building or in the compounds, corridors or any other portion or portions of the building.

13. **THE LAND OWNER HEREBY AGREES AND CONVENANTS WITH THE DEVELOPER** as follows:-

- (a) Not to cause any interference or hindrance whatsoever in the construction of the said building at the said property by the **DEVELOPER**.
- (b) The **OWNER** is liable and responsible for giving vacant possession to the **DEVELOPER** in the Premises for the construction. The **OWNER** will bear all

Ashirbad Realty Pvt.Ltd

[Signature]

Director



District Sub-Registrar-V
Alipore, South 24 Parganas

26 SEP 2018

Ashirbad Realty Pvt.Ltd

[Handwritten Signature]

Director
Ashirbad Realty Pvt.Ltd

etc. in each of their respective allocation in the building in perfect working condition and repair so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and or the occupiers of the building indemnified from the against the consequences of any breach arising there from.

- h) That neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
- i) That articles of display or otherwise no one shall be kept by the either party in the corridors or other places of common use in the building so as to cause hindrance in any manner in the free movement of the users in the corridors and other places of common use in the building.
- j) That the **LAND OWNER** shall permit the **DEVELOPER** and its servants and agents with or without workmen and others at all reasonable times to enter into and upon the Land Owner's Allocation and every part thereof for the purpose of repairing, maintaining rebuilding cleaning lighting and testing drains gas and water pipes and electric wires and for any similar purpose.
- k) That 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 building or in the compounds, corridors or any other portion or portions of the building.

13. **THE LAND OWNER HEREBY AGREES AND CONVENANTS WITH THE DEVELOPER** as follows:-

- (a) Not to cause any interference or hindrance whatsoever in the construction of the said building at the said property by the **DEVELOPER**.
- (b) The **OWNER** is liable and responsible for giving vacant possession to the **DEVELOPER** in the Premises for the construction. The **OWNER** will bear all

Ashirbad Realty Pvt.Ltd

[Signature]

Director

[Handwritten signature]



District Sub-Registrar-V
Alipore, South 24 Parganas

26 SEP 2018

Ashirbad Realty Pvt.Ltd

[Handwritten signature]

Director

Ashirbad Realty Pvt.Ltd

expenses relating to the vacant possession of the said property to make the property a freehold one if required.

- (c) Not to do any act or things whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the **DEVELOPER'S ALLOCATION** in the building to be erected at the said premises as mentioned herein.
- (d) Not to let out grant lease mortgage and/or charge the **DEVELOPER'S ALLOCATION** of the property or any portion thereof.
- (e) The **DEVELOPER** execute all agreements for sale or transfer concerning Developer's Allocation on behalf of the **LAND OWNER** as the Attorney of the **LAND OWNER**.
- (f) That GST and any other Government taxes of Developer's Allocation shall be borne by the **DEVELOPER** and also GST and any other Government taxes of Owner's Allocation shall be borne by the **OWNER** herein.

14. THE DEVELOPER DOTH HEREBY AGREES AND COVENANTS WITH THE OWNER as follows :-

- (a) To complete the construction of the building within 18 (Eighteen) months from the date of execution of this agreement and **LAND OWNER** making over vacant possession of the said property whichever is later.
- (b) Not to transfer and/or assign the benefits of the Agreement or any portion thereof to any Third Party without the consent in writing of the **LAND OWNER**.
- (c) Not to do any act deed or thing whereby the **LAND OWNER** is prevented from enjoying selling assigning and/or disposing of any of the Land Owner's Allocation in the Building at the said property.
- (d) Not to create any charge over the property by any bank and/or Financial Institution in respect of the **LAND OWNER'S ALLOCATION**.

Ashirbad Realty Pvt.Ltd

[Signature]

Director



District Sub-Registrar-V
Alipore, South 24 Parganas

26 SEP 2018

Ashirbad Reality Pvt.Ltd

Ashirbad Reality Pvt.Ltd

Director

Ashirbad Reality Pvt.Ltd

15. **MUTUAL COVENANT AND INDEMNITIES :-**

- (i) The **OWNER** hereby undertakes that the **DEVELOPER** shall be entitled to the entire proposed construction excluding the **OWNER'S ALLOCATION** and the **DEVELOPER** shall enjoy its Allocation without interference or disturbances from its end, provided the **DEVELOPER** shall perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per annexure.
- (ii) The **OWNER** shall execute and register a Developer Power of Attorney in favour of the **DEVELOPER** to complete the project and also register the Agreement for Sale, Conveyance Deeds in favour of the intending purchasers to sell his **DEVELOPER'S ALLOCATION** and the **DEVELOPER** shall also execute and register the necessary Deed of Conveyance in favour of the intending Purchasers on the **DEVELOPER'S ALLOCATION** of the building by virtue of this registered Development Agreement the **DEVELOPER** is hereby empowered by the **OWNER** to execute and register its Allocation to the Third Party in respect of the said property as described in the **SCHEDULE - A** below.
- (iii) The **DEVELOPER** shall keep the original Deed, link deeds and other original papers, sanctioned building plan and all papers related to the plan in respect of the property under the custody of the **DEVELOPER** and registration of this agreement and the **DEVELOPER** shall grant receipt for the same in favour of the **OWNER** and such documents shall be refunded to the flat **OWNER** after completion of the project alongwith registration of entire Developer's Allocation.
- (iv) The **OWNER** shall have to pay the necessary maintenance of the building and also the proportionate taxes after taking delivery of the Owner's Allocation. The **DEVELOPER** shall pay the taxes for the period of construction of the building in respect of building and thereafter the maintenance and also the proportionate taxes in respect of his allocation till the handing over its allocation to the intending Purchasers.

Ashirbad Realty Pvt.Ltd

Ashirbad Realty Pvt.Ltd

 Director

Director



District Sub-Registrar-V
Alipore, South 24 Parganas

26 SEP 2018

Ashirbad Realty Pvt.Ltd

[Handwritten Signature]

Director

- (v) That during pendency of this Agreement if the **OWNER** leaves this material world, his legal heirs/successors shall have to abide by the terms and conditions of this Agreement without raising any objection and give full co-operation to the **DEVELOPER**. The **OWNER'S ALLOCATION** shall then remain unchanged.
- (vi) The **OWNER** shall take proper initiative and help the **DEVELOPER** to complete the project and shall give full co-operation to the **DEVELOPER** who can complete the project.
- (vii) The **DEVELOPER** shall enjoy his allocation as mentioned the Schedule 'D' below and the Developer shall do all the steps and do the same according to regularize the building plan if any further floor of the building is erected.

16. **JURISDICTION OF THE COURT :**

All disputes and differences between the parties arising out of this development work of the Premises shall be adjudicated through the Learned Court of Kolkata under the jurisdiction as the property is question is situated within Kolkata.

**SCHEDULE OF THE ABOVE REFERRED TO
(DESCRIPTION OF THE PROPERTY OF)**

SCHEDULE - 'A'

to be included.

ALL THAT piece and parcel of Bastu land measuring land area of 6 (Six) ^{together with one R/S measuring 100 sqft, standing thereon} Cottahs 8 (Eight) Chittacks, whereon a Ground plus three storied building shall be erected as per sanctioned building plan duly sanctioned by The Kolkata Municipal Corporation Borough Office - XII, vide sanctioned Building Permit No.2014120310 dated 03.12.2014, situated in Mouza - Nayabad, J.L. No.25, comprising in R.S. Dag No.171, 177 and 178, under R.S. Khatian No.82, being Plot No.4, now under the Jurisdiction of the Kolkata Municipal Corporation Ward No.109, being the K.M.C. Premises No.633, Nayabad, Assessee No.31-109-08-3051-3, presently P.S. Panchasayar, formerly P.S. Purba-Jadavpur, Kolkata - 700 099, and the entire property is butted and bounded by:

ON THE NORTH : Part of R.S. Dag No.177;
ON THE SOUTH : 17'-0" wide Road;
ON THE EAST : K.M.C. Premises No.637, Nayabad;
ON THE WEST : K.M.C. Premises No.535, Nayabad.

Ashirbad Reality Pvt.Ltd

Arun Kumar
 Director



District Sub-Registrar-V
Alipore, South 24 Parganas

26 SEP 2018

Ashirbad Realty Pvt.Ltd

[Handwritten signature]

Director

Ashirbad Realty Pvt.Ltd

SCHEDULE – 'B' ABOVE REFERRED TO
(OWNER'S ALLOCATION)
TO BE OBTAINED FROM THE DEVELOPER

The OWNER shall get entire Second Floor Flat area of the building and another Flat on Third Floor Southern side of the building i.e. marked as A in the sanctioned building plan. The OWNER shall also get 45% sanctioned Car Parking Space area situated on the Ground floor of the building to be settled mutually by the DEVELOPER and the OWNER during construction. The OWNER shall also enjoy all the common portions of the building as mentioned in the SCHEDULE-C below

SCHEDULE – 'C' ABOVE REFERRED TO
(COMMON RIGHTS AND FACILITIES)

Stair-case, and landings common passage, water lines and water, electricity main line and its wiring, land and boundary wall, fixtures and fittings vacant spaces, main entrance and main gate and common toilet if any on Ground Floor of the building and care taker room if any on Ground Floor of the building, pump room, lift, lift room and lift well, lift lobby and proportionate land, pump and motor, septic tank, water reservoir and water tank, all pumping lines and water.

SCHEDULE – 'D' ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

The DEVELOPER shall get entire First Floor of the building and two Flats on Third Floor Northern side of the building i.e. marked as B and C in the sanctioned of the building plan. Besides the DEVELOPER shall also get 55% sanctioned Car Parking Space area on the Ground Floor of the building to be settled mutually by the DEVELOPER and the OWNER during construction. The DEVELOPER shall also enjoy all the common portions and rights of the building to be erected as described in the SCHEDULE-C below.

Ashirbad Realty Pvt.Ltd

Ashirbad Realty Pvt.Ltd

[Signature]
 Director



District Sub-Registrar-V
Alipore, South 24 Parganas

26 SEP 2018

Ashirbad Reality Pvt.Ltd

[Handwritten Signature]

Director

Ashirbad Reality Pvt.Ltd

IN WITNESS WHEREOF the Parties have put their respective signature hereto the day, month and year first above written.

WITNESSES:

Somesh Mishra
Advocate
Hiran Court
Kolkata

2. Ashirjit Kumar Mishra
69/1 Baghajatin Place
Kolkata - 700086

Diendriya Promoters & Developers Pvt. Ltd.

Indira

Director

SIGNATURE OF THE OWNER

Ashirbad Realty Pvt.Ltd

Ashir Kumar

Director

SIGNATURE OF THE DEVELOPER

DRAFTED & PREPARED BY

Debes Kumar Misra (Signature)

(MR. DEBES KUMAR MISRA)
ADVOCATE [Enrollment No.F/364/329/1989]
HIGH COURT, CALCUTTA

Resi-cum-Chamber : 69/1, Baghajatin
Place, Kolkata-700 086.
PH-9830236148(D.K.M.),
Email:debeskumarmisra@gmail.com
9051446430(Somesh),
Email:mishrasomesh08@gmail.com
9836115120(Tapesh),
Email:tapesh.mishra85@gmail.co

Ashirbad Realty Pvt.Ltd

Ashirbad Realty Pvt.Ltd

Ashir Kumar
Director



District Sub-Registrar-V
Alipore, South 24 Parganas

26 SEP 2018

Ashirbad Realty Pvt.Ltd

[Signature]

Director

Ashirbad Realty Pvt.Ltd

SPECIFICATIONSALIENT FEATURE OF THE BUILDING

1. The name of the building shall be **ASHIRBAD MONI ORCHID PHASE-II** by consent of the parties.
2. **STRUCTURE:** Building structure R.C.C. Column, Beam, Roof, Pillar, Tie-beam as per structure design approved by the competent authority, outside brick wall 8" thickness. Inside partition wall 5" and 3" as per Engineer's direction.
3. **LIFT :** One lift shall be installed for common users, Lift power will be taken from the common service meter.
4. **FLOORING :** All floor shall be fully vitrified tiles finish and other floors of all bed rooms, dining-cum-living, balconies and stairs shall have vitrified tiles finish and skirting 5" and kitchen and toilets shall be finished by vitrified tiles.
5. **WLL OF TOILET :** The toilet Door height with glaze colour tiles.
6. **KITCHEN :** On the gas-table installed the granite stone and sink and shelves and back wall 3' height glaze tiles of above cooking platform to protect the oil spot.
7. **TOILET :** In one toilet Western type commode with P.V.C. cistern another toilet Indian Type Pan P.V.C. cistern and one basin will be installed at dining space in toilets taps, shower etc. shall be of standard quality.
8. **WINDOW :** All Aluminum sliding window frame and palla with M.S. design grill and Panel of the palla fitted with design glass.
9. **DOOR :** All door frame will be standard quality wood and palla will be commercial Flush door.
10. **WATER SUPPLY :** Water supply round the clock is assured for which necessary deep tube-well and pump shall be installed.
11. **PLUMBING :** Inside of the all Toilet pipe line will be concealed.
12. **ELECTRIC :** Full concealed copper wiring with light points, Fan points, Plug Points, Telephone point, Cable TV point, AC line in bed room, Owner will obtain individual electric meter at his own cost.
13. **COMMON SERVICE AND UTILITIES AREA :** One common toilet, meter space, under ground water tank and one pump space, common passage and terrace etc.
 - (a) **PAINTING :** Inside wall shall have only paris finish.
 - (b) All window and doors frame and palla painted with primer.
14. Any extra finishing apart from these specification shall be borne by the Owner.

Ashirbad Reality Pvt.Ltd

Rohit Kumar

Director



District Sub-Registrar-V
Alipore, South 24 Parganas

26 SEP 2018

Ashirbad Realty Pvt.Ltd

Ashirbad
Director

Ashirbad Realty Pvt.Ltd



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name

Signature



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name..... PRABIR PAUL

Signature..... Prabir Paul



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name..... PRODIP KUMAR DAS

Signature..... Prodip Kumar Das



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					

Name

Signature

Ashirbad Realty Pvt.Ltd
Prodip Kumar Das

Director

GRN:
GRN:



District Sub-Registrar-V
Alipore, South 24 Parganas

26 SEP 2018

Ashirbad Realty Pvt.Ltd

[Handwritten Signature]

Director

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

GRN: 19-201819-029144735-1

GRN Date: 25/09/2018 22:21:13

BRN: 611685762

Payment Mode Online Payment

Bank: HDFC Bank

BRN Date: 25/09/2018 22:21:49

DEPOSITOR'S DETAILS

Name: SOMESH MISHRA

Contact No.:

E-mail:

Address: HIGH COURT CALCUTTA

Applicant Name: Mr S Mishra

Office Name:

Office Address:

Status of Depositor: Advocate

Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement

Id No. : 16300001499064/2/2018
(Query No./Query Year)

Mobile No. : +91 9051446430

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount(₹)
1	16300001499064/2/2018	Property Registration- Stamp duty	0030-02-103-003-02	9920
2	16300001499064/2/2018	Property Registration- Registration Fees	0030-03-104-001-16	53

In Words: Rupees Nine Thousand Nine Hundred Seventy Three only

Total

9973

Ashirbad Reality Pvt.Ltd
Ashirbad Reality Pvt.Ltd
Director

Ashirbad Reality Pvt.Ltd



Ashirbad Realty Pvt.Ltd

Stamp

District Sub-Registrar-V
Alipore, South 24 Parganas

26 SEP 2018

Ashirbad Realty Pvt.Ltd



Director



Pratik Pahl



Ashirbad Realty Pvt.Ltd

Ashirbad Realty Pvt.Ltd

Ashirbad Realty Pvt.Ltd

Director



Ashirbad Realty Pvt.Ltd

[Handwritten Signature]

Director

Ashirbad Realty Pvt.Ltd

1

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

OIENDRILA PROMOTERS AND
DEVELOPERS PRIVATE LIMITED



06/01/2009

Permanent Account Number

AABCO1239M



Ashirbad Realty Pvt.Ltd

Ashirbad
Director



Ashirbad Realty Pvt.Ltd

www

Ashirbad Realty Pvt.Ltd

for and on behalf of
Director



Ashirbad Realty Pvt.Ltd

[Handwritten signature]

Director

Ashirbad Realty Pvt.Ltd

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAQCA5059G

नाम / Name
ASHIRBAD REALITY PRIVATE
LIMITED

निगमन / गठन की तारीख
Date of Incorporation / Formation
28/11/2016

12022016

Ashirbad Reality Pvt.Ltd
[Signature]
Director

Deer



Ashirbad Realty Pvt.Ltd

[Handwritten Signature]
Director

Ashirbad Realty Pvt.Ltd

Director

Major Information of the Deed

Deed No :	I-1630-02494/2018	Date of Registration	26/09/2018
Query No / Year	1630-0001499064/2018	Office where deed is registered	
Query Date	23/09/2018 10:21:31 AM	D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	S Mishra High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9051446430, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 74,40,003/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 53/- (Article:E, E, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No. 633, Ward No: 109

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		6 Katha 8 Chatak	1/-	74,10,003/-	Width of Approach Road: 17 Ft.,
Grand Total :					10.725Dec	1 /-	74,10,003 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 2 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	1 /-	30,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Oiendri Promoters And Developers Private Limited 27B, Bose Pukur Road,, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042 , PAN No.:: AABCO1239M, Status :Organization, Executed by: Representative, Executed by: Representative

Ashirbad Realty Pvt.Ltd

Ashirbad Realty Pvt.Ltd

(Signature)

Director

Major Information of the Deed :- I-1630-02494/2018-26/09/2018

Developer
Sl. No. N.



Ashirbad Realty Pvt.Ltd

Ashirbad Realty Pvt.Ltd



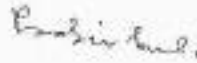


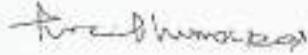
[Handwritten Signature]

Director


Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Ashirbad Reality Private Limited 66/2B, Mukundapur, 1st Floor, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700099 , PAN No.:: AAQCA5059G, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Prabir Paul (Presentant) Son of Late Santi Ranjan Paul Date of Execution - 26/09/2018, , Admitted by: Self, Date of Admission: 26/09/2018, Place of Admission of Execution: Office			
		Sep 26 2018 1:27PM	LTI 26/09/2018	26/09/2018
	248D, B.B. Chatterjee Road, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFQPP2907Q Status : Representative, Representative of : Oiendri Promoters And Developers Private Limited (as Director)			
2	Name	Photo	Finger Print	Signature
	Mr Prodig Kumar Das Son of Late Purnendu Seklhar Das Date of Execution - 26/09/2018, , Admitted by: Self, Date of Admission: 26/09/2018, Place of Admission of Execution: Office			
		Sep 26 2018 1:28PM	LTI 26/09/2018	26/09/2018
	1983, Mukundapur, Satabdi Park, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700099, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHPRD18122, Status : Representative, Representative of : Ashirbad Reality Private Limited (as Director)			

Identifier Details :

Name & address	
Mr Somesh Mishra Son of Mr D K Misra High Court, Calcutta, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, Identifier Of Mr Prabir Paul, Mr Prodig Kumar Das	26/09/2018
	

Ashirbad Reality Pvt.Ltd

Ashirbad Reality Pvt.Ltd



Director

Major Information of the Deed :- I-1630-02494/2018-26/09/2018

Transfer of
Sl.No From



Ashirbad Realty Pvt.Ltd

Ashirbad Realty Pvt.Ltd
[Signature]
Director

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Olendriia Promoters And Developers Private Limited	Ashirbad Reality Private Limited-10.725 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Olendriia Promoters And Developers Private Limited	Ashirbad Reality Private Limited-100.00000000 Sq Ft

Endorsement For Deed Number : I - 163002494 / 2018**On 26-09-2018****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 13:26 hrs on 26-09-2018, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Mr Prabir Paul .

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 74,40,003/-

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

Execution is admitted on 26-09-2018 by Mr Prabir Paul, Director, Olendriia Promoters And Developers Private Limited (Private Limited Company), 27B, Bose Pukur Road,, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042

Identified by Mr Somesh Mishra,, Son of Mr D K Misra, High Court, Calcutta, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 26-09-2018 by Mr Prodip Kumar Das, Director, Ashirbad Reality Private Limited (Private Limited Company), 66/2B, Mukundapur, 1st Floor, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700099

Identified by Mr Somesh Mishra,, Son of Mr D K Misra, High Court, Calcutta, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 53/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/09/2018 10:21PM with Govt. Ref. No: 192018190291447351 on 25-09-2018, Amount Rs: 53/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 611685762 on 25-09-2018, Head of Account 0030-03-104-001-16

Ashirbad Reality Pvt.Ltd*Prabir Paul*

Director

Major Information of the Deed :- I-1630-02494/2018-26/09/2018



Ashirbad Realty Pvt.Ltd

[Handwritten Signature]

Director

Ashirbad Realty Pvt.Ltd

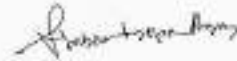
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 9,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 11080, Amount: Rs.100/-, Date of Purchase: 20/09/2018, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/09/2018 10:21PM with Govt. Ref. No: 192018190291447351 on 25-09-2018, Amount Rs: 9,920/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 611685762 on 25-09-2018, Head of Account 0030-02-103-003-02



Sati Prosad Bandopadhyay
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal



Ashirbad Realty Pvt. Ltd.

Ashirbad Realty Pvt. Ltd.
[Handwritten Signature]
Director

Major Information of the Deed :- I-1630-02494/2018-26/09/2018



Ashirbad Realty

www

Ashirbad Realty Pvt.Ltd

Arindam

Director

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1630-2018, Page from 83316 to 83345
being No 163002494 for the year 2018.



Sati Prosad Bandopadhyay

Digitally signed by SATIPRASAD
BANDYOPADHYAY
Date: 2018.09.26 15:28:33 +05:30
Reason: Digital Signing of Deed.

(Sati Prosad Bandopadhyay) 26-09-2018 15:28:24
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS
West Bengal.



Ashirbad Reality Pvt.Ltd

Ashirbad Reality Pvt.Ltd
Director

Ashirbad Reality Pvt.Ltd

(This document is digitally signed.)

DATED THIS DAY OF 2018

BETWEEN

M/S OIENDRILA PROMOTERS PVT LTD

OWNER

AND

ASHIRBAD REALITY PRIVATE LIMITED

represented by its Director

SRI PRODIP KUMAR DAS

DEVELOPER

DEVELOPMENT

AGREEMENT

MR. DEBES KUMAR MISRA WITH
SOMESH MISHRA & TAPESH MISHRA

ADVOCATES

HIGH COURT, CALCUTTA

69/1, BAGHAJATIN PLACE

(NEAR BAGHAJATIN RLY. STN.)

KOLKATA-700086.

PH. 2425-0490

MOBILE : 9830236148

9051446430, 9836115120.

Ashirbad Reality Pvt.Ltd



Director