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पश्चिम बंगाल, WEST BENGAL  
 11001125-2140  
 10-11-2015  
 is admitted to registration. The signature sheet/sheets & the endorsement sheet/sheets attached with this document are the part of this document.

S 724651



Additional District Sub-Registrar  
 Rajarhat, New Town, North 24 Pgs.

111 SEP 2015  
 11<sup>th</sup> day of September

THIS DEED OF AGREEMENT made this the  
 Two Thousand And Fifteen;

BETWEEN

*[Faint handwritten text, possibly names and addresses, with a large arrow pointing to the right.]*

2801 19-5-15 100/-

ক্রেতার নাম \_\_\_\_\_  
পাঠ \_\_\_\_\_  
গ্রাম্প ভেতার স্বাক্ষর \_\_\_\_\_  
বিধান নম্বর (সনটলেক সিটি) এ ডি এস জার ও  
মোট স্ট্যাম্প কর তার \_\_\_\_\_  
মালিক নং \_\_\_\_\_ মোট কর টাকা খসিকা \_\_\_\_\_

ASTDURGA CONSTRUCTION PVT, LTD.  
Dwarika Vedmani, AD-159, Salt Lake, Sec-1  
Kolkata-700 064

08 MAY 2015  
740000

টেকারী বাবাকপ্তর ভেতার মিতা দর



Arpon chakraborty  
5/0, Sri Tapon chakraborty  
H.B Road, Laadmi Narayan  
P.O + P.S - Nimta, 24 Parganas (N)  
Pin- 700019, West Bengal  
bernice

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**MRS. SAGARIKA RAHA (PAN-AHCPR0111N)** w/o Sri Pranab Raha, by Nationality Indian, by faith Hindu, by occupation Housewife, residing at Village – Sulanguri Colony, P.O. – Gouranga Nagar, P.S. – Newtown, Kolkata – 700 159, in the District of North 24 Parganas, hereinafter referred to and called as the **“LANDOWNER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her successors, executors, administrators, representatives and assigns and nominee or nominees) of the **FIRST PART**;

AND

**M/S. ASTURGA CONSTRUCTION PVT. LTD.**, (having PAN - AALCA5946M) a Company incorporated under Indian Companies Act, 1956 having its registered office at Dwarka Vedmani, AD – 169, Salt Lake City, P.O.- Bidhannagar, P.S.- Bidhannagar North, Sector – 1, Kolkata – 700 064 represented by its Director **MR. SANJAY GUPTA** son of Mr. Gopal Prasad Gupta hereinafter referred to as the **‘DEVELOPER’** (which expression unless excluded by or repugnant to the context be deemed to mean and includes its successor or successors at office, administrators, executors, legal representatives, and assigns) of the **SECOND PART**;

**WHEREAS THE OWNER HAS REPRESENTED THE DEVELOPER :-**

- A. By a registered Deed of Conveyance dated 09.03.1956 duly registered at Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 35, Pages 261 to 270, Being No. 2115 for the year 1956, the erstwhile Principal Landlord Roy Bahadur Kanai Lal Nandi sold, transferred and conveyed several Sali/Agriculture landed properties total admeasuring more or less 30 acres under several Khatians, all at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, to Makhan Lal Seal being Benamder of Kartick Chandra Seal and to Renuka Bala Seal being Benamder of Anil Chandra Seal free from all encumbrances whatsoever;
- B. Since after the aforesaid purchase the said Makhan Lal Seal and Renuka Bala Seal thus became seized and possessed the aforesaid properties and while in enjoyment thereof, on or about 1967 and 1969 the said Kartick Chandra Seal and Sri Anil Chandra Seal respectively filed Declaratory Suits being Title Suit No. 491 of 1967 and Title Suit No. 8 of 1969, in the 3<sup>rd</sup> Court of Munsiff at Sealaha against the aforesaid Benamders Makhan Lal Seal and Renuka Bala Seal in respect of the aforesaid property AND finally obtained necessary decree against the aforesaid Benamders in respect of the aforesaid properties; and in consequences thereof, the said Kartick Chandra Seal and Sri Anil Chandra Seal thus became absolute owners of all the aforesaid properties and seized and possessed of and well and sufficiently entitle thereto free from all encumbrances.



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C. By a Deed of Conveyance duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 158, Pages from 78 to 81, Being (Deed) No. 8543 for the year 1973, the said Sri Kartick Chandra Seal and Sri Anil Chandra Seal therein as the owners vendors sold, conveyed and transferred free from all encumbrances out of their aforesaid properties, All That piece or parcel of Sali Land measuring about 0.94 acre, out of 1.28 acre comprised in part of R.S. Dag No. 621 under Khatian No. 228, at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of Sri Sambhu Nath Ghosh, Sri Sudhir Kr. Ghosh, Sri Kamal Kr. Ghosh and Kumari Kanchan Ghosh free from all encumbrances whatsoever.

D. By a Deed of Conveyance dated 18.03.1972 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 30, Pages 117 to 120, Being (Deed) No. 1591 for the year 1972, the said Sri Kartick Chandra Seal and Sri Anil Chandra Seal therein as the owners vendors sold, conveyed and transferred free from all encumbrances out of their aforesaid properties, All That piece or parcel of Sali Land admeasuring about 0.99 acre out of which 0.06 acre comprised in part of R.S. Dag Nos. 617 and 0.08 acre in part of R.S. Dag No. 618, and 0.36 acre in part of R.S. Dag No. 620 and 0.33 acre in part of R.S. Dag No. 591, and 0.06 acre comprised in part of R.S. Dag No. 592 and 0.07 acre comprised in part of R.S. Dag No. 593 and 0.03 acre in part of R.S. Dag No. 646 under R.S. Khatian No. 5 and subsequently out of R.S. Khatian No. 84, part of Khanda Khatian No. 197 and part thereof being Khanda Khatian No. 228, all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully described in the Schedule thereunder unto and in favour of Mira Rani Nandi wife of Sachindra Nath Nandi free from all encumbrances whatsoever.

E. Since after the aforesaid purchase while seized and possessed thereof by a Deed of conveyance duly registered at Cossipore Dum Dum Sub- Registration Office and recorded in Book No. 1, Volume No. 51, Pages from 210 to 212, Being No. 3137 for the year 1975 the aforesaid Mira Rani Nandi wife of Sachindra Nath Nandi out of her aforesaid properties total admeasuring 0.99 acre, sold, conveyed and transferred a part thereof being a Sali Land measuring and 0.06 acre comprised in part of R.S. Dag No. 617 and 0.08 acre comprised in part of R.S. Dag No. 618 and 0.19 acre comprised in part of R.S. Dag No. 620 total admeasuring Sali Land about 0.33 acre (33 decimal), all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas morefully described in the Schedule thereunder unto and in favour of aforesaid Sri Sambhu Nath Ghosh, Sri Sudhir Kr. Ghosh, Sri Kamal Kr. Ghosh and Kumari Kanchan Ghosh free from all encumbrances whatsoever.

F. Since after the aforesaid purchase by dint of the aforesaid two Deed of Conveyances Being Nos. 8543/ 1973 & 3137/1975 the said Sri Sambhu Nath



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Ghosh, Sri Sudhir Kr. Ghosh, Sri Kamal Kr. Ghosh and Kumari Kanchan Ghosh thus became seized and possessed of and or well and sufficiently entitle to All That Piece or Parcel of Sali Land total admeasuring 1.27 acre out of which 0.06 acre (06 decimal) comprised in part of R.S. Dag No. 617, 0.08 acre in R.S. Dag No. 618, 0.19 acre in R.S. Dag No. 620, 0.94 acre in part of R.S. Dag No. 621, all under a part of R.S. Khatian No. 228, all at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas as the absolute owner thereof and subsequently their names had been duly recorded under L.R. Kri-Khatian Nos. 422, 490, 24 & 71 with the District Land Revisional Settlement Record 24 Parganas under the Government of West Bengal in respect of the aforesaid properties and thereafter had been paying rent or taxes to the collectorate 24 Parganas in their names.

G. Subsequently while in absolutely seized and possessed thereof, by a Deed of Conveyance dated 29.04.1992 duly registered at Additional District Sub-Registration Office Bidhannagar, Salt Lake City, and recorded in Book No. 1, Volume No. 102, Pages from 119 to 130, Being No. 4510 for the year 1992, the said Sri Sambhu Nath Ghosh, Sri Sudhir Kr. Ghosh, Sri Kamal Kr. Ghosh and Kumari Kanchan Ghosh all therein jointly called and referred to as the Vendors sold, conveyed and transferred absolutely out of their aforesaid property a demarcated plot of Sali Land measuring 5 cottahs, 05 chittaks equivalent to 0.08 acre comprised in part of R.S. Dag No. 620 then recorded under L.R. Kri Khatian Nos. 422, 490, 24 & 71, at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Parganas morefully described in the Schedule written therein to one Smt. Pranati Bose wife of Sambhu Nath Bose the purchaser therein at the valuable consideration thereunder free from all encumbrances whatsoever.

H. By virtue of the aforesaid conveyance the said Smt. Pranati Bose became the absolute owner and in possession of ALL THAT piece or parcel of "Sali" land measuring 5 cottahs, 05 chittaks comprised in part of R.S. Dag No. 620 then recorded under L.R. Kri Khatian Nos. 422, 490, 24 & 71, within Mouza- Sulanguri, J.L. No. 22, R.S. No.196, Touji No. 178, Police Station- Rajarhat, Sub-Registration Office at A.D.S.R Bidhan Nagar Salt Lake City, at present under A.D.S.R. Rajarhat, District 24 Parganas now North 24 Parganas; and while seized and possessed thereof, the said Smt. Pranati Bose duly mutated her name in Land Settlement Record, North 24-Parganas under L.R. Khatian No. 1128 in respect of her said plot of Land without being interrupted by any person whomsoever and or from any corner whatever;

I. While in enjoyment of her aforesaid plot of Sali Land free from all encumbrances, by a Deed of Conveyance dated 28.07.2015 duly registered at the Office of the Additional District Sub-Registrar at Rajarhat, North 24-Parganas and recorded in Book No.1, C.D Volume No. 1523-2015, Pages from 63001 to 63017, Being (Deed) No.152308186 for the year 2015, the said Smt. Pranati Bose being



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the owner thereof therein as the Vendor sold, conveyed and transferred free from all sorts of encumbrances whatsoever, out of her aforesaid purchased Sali Land, a demarcated portion in the western part thereof being ALL THAT piece or parcel of "Sali" land" measuring an area of 02 Cottahs, 13 Chittaks, be the same a little more or less comprised in part of R.S. Dag No. 620, togetherwith common easement rights on and over the Common Passages and all others rights, appurtenances and benefits connected thereto, lying and situated at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, under and Part of R.S. Khatian No. 228 corresponding to present L.R. Khatian No.1128, Touzi No. 178, Police Station- Rajarhat now New Town P.S., District: North 24 Parganas morefully and particularly described in the Schedule written therein unto and in favour of Smt. Sagarika Raha the First Party herein therein referred to as the Purchaser at the valuable consideration mentioned therein.

**J. The Owner's Representations:**

- i) That since by dint of the aforesaid registered Deed of Conveyance the First Party herein is seized and possessed of her said Plot of Land total measuring area about 02 Cottahs, 13 Chittaks be the same a little more or less, comprised in part of R.S. Dag No. 620, togetherwith common easement rights on and over the Common Passages and all others rights, appurtenances and benefits connected thereto, lying and situated at Mauza Sulanguri, Police Station: New Town formerly Rajarhat, J.L. No. 22, Touji No. 178, R.S. No. 196, under and Part of R.S. Khatian No. 228, L.R. Khatian No. 1128, with the ambit of BL & LRO Rajarhat, under Jyangra Hatiyara Gram Panchyot - II, District: North 24 Parganas, morefully described in the First Schedule written hereunder hereinafter for the sake of brevity shall be referred to as the **"SAID LAND"/"SAID PROPERTY"** and the First Party herein is/are seized and possessed of and or well and sufficiently entitle to his/her/their 'Said Land' as the rayoti Owner/s under the State Government without any interruptions and or obstructions by or from any person or of and from any corner whatsoever,
- ii) That the owner/s has/have clear and marketable rights, title and interest in respect of her Plot of Land under First Schedule hereto free from all charges, liens, lispendences, suits, injunctions, viz. free from any or all encumbrances whatsoever AND the owner/s herein has/have not dealt with the 'Said Property' and or any portion thereof in any such manner so that the Owner/s is/are or may be restrained to deal with the said plot of land or the 'Said Property' hereunder the First Schedule in any way at his/her/their own choice and absolute discretion, AND in other way the Owner/s herein is/are free and absolutely entitled to deal with his/her/their 'Said Land' and also to enter into this agreement with the Developer hereto;
- iii) That the entire Said Land hereunder the First Schedule and or any portion thereof is not effected by any Development Scheme and is free from any acquisitions or requisitions whatsoever and the First Party herein did not receive



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any notice from any authority or authorities effecting the Owner's property described in the First Schedule written hereunder;

iv) That to the best of the Owner's knowledge, the 'Said Property' under the First Schedule hereto and or any part thereof is not attached in any proceeding including certificate proceeding started by or at the instance of Income Tax, Wealth Tax or Gift Tax Authorities or Department or Departments or under the provisions of the Public Demand Recovery Act or otherwise and that no certificate has been filed in the office of the Certificate Officer under the provisions of the Public Demand Recovery Act and/or no steps have yet been taken in execution of any certificate at the instance of the Income Tax and/or Wealth Tax and/or Estate Duty Authorities and under any Court Order or under 'SARFAESI';

v) That there is no Tenant in the said Property.

vi) That there is no Temple, Mosque, Debattur or Burial Ground within the 'Said Property'.

vii) That there is no excess vacant land at the said premises under the First Schedule with the meaning of the West Bengal Urban Land (Ceiling and Regulations) Act, and subsequent Amendment made thereto.

AND WHEREAS the Owner/s herein is/ are in need of residential accommodation and as such are desirous of development and construction of multi-storied building/s comprised of self-contained modern flats on ownership basis with car parking spaces and shops thereof on his/her/their said land under the **First Schedule** but due to paucity of fund and lack of experience he/she/they are unable to do so by his/her/their own capacity.

AND WHEREAS the Second Party herein is a reputed Developer Company dealing with development and construction of multi-storied buildings and Housing Enclave for selling of residential self-contained flats with car parking facilities and commercial units to the public intending to purchase so and as such the developer herein have decided to acquire some landed properties in the said locality and has negotiated with the several land owners of some other plots beside and surroundings the plots hereunder the First Schedule for development and construction of a Housing Enclave comprised of several numbers of buildings in the locality.

AND WHEREAS having knowledge of the Developer's such intention for development and construction of the aforesaid Housing Enclave by the Developer in the same locality the owner/s herein have approached the Developer to acquire his said plot of land under the First Schedule hereto within the pool of said proposed Development and Construction of said proposed Housing Enclave; and having been approached by the owner/s herein in respect of his/her/their aforesaid



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proposal and also relying on the above representations made by the Owner/s herein to be true, the Developer hereto has agreed with the Owner/s for acquiring his/her/their plot of the land under the First Schedule in the said proposed pool of Development of the proposed Housing Enclave by way of construction of multi-storied building R.C.C. framed super structural building consists with various numbers of self-contained residential flats, car parking spaces, shops and others on the said plot of land under the First Schedule hereto including other adjacent plots of land by amalgamating all the plots acquired and or so to be acquired by the Developer herein and as per drawing plan and specifications to be signed by the owner/s and sanctioned by the competent authorities and in conformity with the said details of construction under and subject to the terms and conditions hereinafter stated.

Now the parties herein to avoid any litigation in future have agreed to enter into this Agreement which contains the lawful terms and condition herein below :-

AND WHEREAS in this Agreement expression or terms used herein shall unless it is contrary and/or repugnant to the context have the following meanings;

HEADINGS: In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any Clause and shall consequently not affect the construction of this Development Agreement.

"THE OWNER/S" shall mean the person/s namely SMT. SAGARIKA RAHA the party of the FIRST PART hereto holding 100% rights, title and interest of the "SAID LAND" described in "First Schedule" hereunder.

"SAID LAND" OR "DEMISED LAND" shall mean All That a Plot of Land measuring 02 Cottahs, 13 Chittaks be the same a little more or less, comprised in part of R.S. Dag No. 620, togetherwith common easement rights on and over the Common Passages and all others rights, appurtenances and benefits connected thereto, lying and situated at Mauza Sulanguri, Police Station: New Town formerly Rajarhat, J.L. No. 22, Touji No. 178, R.S. No. 196, under and Part of R.S. Khatian No. 228, L.R. Khatian No. 1128, with the ambit of BL & LRO Rajarhat, under Jyangra Haliyara Gram Panchyet – II, District: North 24 Parganas, morefully described in the First Schedule written hereunder.

"PROPOSED AMALGAMATED LAND"/ "AMALGAMATED PROPERTY" shall mean the 'Said Land' and/or the said property described in the First Schedule hereunder and other surrounding or adjacent land or plots and/or properties already acquired and/or so may be acquired by the Developer and so to be amalgamated and/or adjoined with the 'Said Land' and or 'Said Property' by the Developer at any point of time either before or after fulfilling this contract and for the said purpose the



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developer shall be entitled to execute any or all Deed of Amalgamation at its sole costs and expenses.

"SAID BUILDING / SAID BUILDINGS" shall mean multi-storied building or buildings as shall be constructed in finished and habitable condition by the Developer confirming to the Sanctioned Plan or Revise Plan in the name of the Owner and to be prepared, submitted only by the Developer and sanctioned by the concerned Municipality on the owner "Said Land" described hereunder in the First Schedule AND / OR on the said proposed 'Amalgamated Land' as stated hereinabove.

"SAID PREMISES" shall mean the official identity of the "Said Land" with "Said Building/Buildings" collectively.

"AMALGAMATED PREMISES" shall mean the official identity of the collective from of the said "Amalgamated Land" with one or more Buildings collectively thereon.

"SANCTIONED PLAN" shall mean "Building Plan OR Plans" for a multi- storied building on the "Said Land" a composite Plans showing several multi- storied building/s on the said "Amalgamated Land" and or "Amalgamated Property" to be prepared and submitted by the Developer at its sole discretions and own costs And be sanctioned by the Competent Authorities such as Local Panchayet, Zilla Parisad and / or by other Authority if so concern any And shall also mean any/or all revise plans subsequently prepared by the Developer at its sole discretion without requiring any further consent from the Landowner/s and sanction by the Authorities concerned.

"SAID HOUSING ENCLAVE" shall mean an Enclave consisting of several buildings comprised of residential self-contained flats, garages, shops etc. in several blocks with internal roads or passages with car-ways and of other common facilities described in the Third Schedule and to be constructed and erected on the said demised land of Landowner/s herein described in the First Schedule hereunder written and/or on the proposed amalgamated landed property as defined hereinabove.

"LANDOWNERS' ALLOCATION" shall mean that the First Party herein as the Landowners shall be entitle to get 1772 sq. ft. total built up area out of the total constructed areas of the proposed building/s in the manner of one / two residential flat/s and a Car Parking Space on any floor in any portion at the sole choice of the developer in the proposed building so to be constructed by the Developer on the Owner/s Said Demised Land under the First Schedule with proportionate and undivided common shares in all common areas common amenities and common facilities in a complete finished and in habitable conditions together with proportionate and undivided impartable right, title and interest as co-owners on the 'Said Land' and/or the 'Said Demised Land' described in the First Schedule and the said Owner's Allocation morefully and collectively described in Part - I of the



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Second Schedule hereunder written and shall mean the consideration for the residue all constructed areas (save and except common areas) in all the proposed buildings togetherwith residue undivided impartable proportionate share of the entire demised land under the First Schedule collectively allocable to the Developer (hereinafter referred to as the "Developer's Allocations".

"DEVELOPER'S ALLOCATION" Shall mean and include save and except the portions allocable to the Owner and also the common areas, the entire remaining area in the new buildings consists of the residential flats, shops, other commercial spaces and garage/car parking space so to be constructed on and upon the Owner's Land mentioned hereunder the First Schedule alongwith undivided and proportionate share of the ultimate roof and common facilities togetherwith undivided, impartable and proportionate share of ownership in the entire 'Said Land' under the First Schedule collectively allocable to the Developer and described under Part-II of the Second Schedule hereto which shall absolutely belongs to the Developer and or its nominee/s or assignees under the terms and conditions of this Development Agreement.

"BUILT UP AREA" Shall, according to its context, mean the plinth area of an Unit/Flat including the area of stair-case, landing with lifts space on the same floor whereon a flat/unit is situated and also the thickness of the outer walls, internal walls and pillars and also of such outer walls which are common between two Units/Flats adjacent to each others.

"PHASES" with their grammatical variations shall mean the different "Phases" or "Blocks" presently: Block – "A", Block – "B", Block – "C" and so on in which the Development of the Project Site shall be carried out in terms hereof, providing provisions for extension of Project Site by way of inclusion of adjacent land of the present Owners, or others for the convenient of expanding the volume or area of the complex, however without affecting the terms herein contained.

"TRANSFEREES" shall mean and include all persons to whom any Transferable Areas are transferred or agreed to be so done.

"Units" shall mean and include-

- a) "Residential Units" meaning the flats for residential use in any building and in any Phase or Block at the Project Site in the First Schedule property;
- b) "Non-Residential Units" meaning office spaces, shops, constructed/covered spaces demarcated parking spaces or the like for use as commercial, assembly, educational, mercantile or any other use other than residential;

FORCE MAJURE: - Shall mean any natural calamities such as floods, earth quake, riots, severe labour disputes, and restraintion by the Order of any Court of Law,



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Statutory Authorities and any or all irresistible circumstances beyond the control of the Developer.

TAX LIABILITIES: - The Landowner/s shall liable to pay the arrear dues if so shall be payable to Gram Panchayet, Municipality and other statutory tax and outgoings liability till the period of execution of these presents and also the liability of payment of apportioned shares of tax in respect of his/her/their Allocable portions from the date of delivery of the physical possession thereof by the Developer to the Landowner/s.

"COMMON PORTIONS / COMMON AREAS" shall mean all the undivided and indivisible finished and unfinished areas, pathways, erections and constructions and installation comprised in the said building and in the said premises for practical use and enjoyment of the Owner/s with the Developer or of its respective nominees specifically and categorically mentioned in the Fourth Schedule hereunder as expressed or intended and or may be provided by the Developer for common use and enjoyment of the Owner/s herein with future co-owners of the building individually or collectively.

"COMMON EXPENSES" shall mean and include all expenses to be incurred by the Owner/s herein with other future co-owners for the maintenance, management and upkeepment of the building or buildings and the expenses for the common purposes of the co-owners.

"COMMON PURPOSES" shall mean the purpose of managing and maintaining the Building or Buildings in particular the common portions, payments of Rates & Taxes etc. collections and disbursements, Mutation, Formation of Association, common interest relating to their mutual rights and obligations for the purpose of unit/units .

"PROPORTIONATE OR PROPORTIONATELY OR PROPORTIONATE SHARE" shall mean the proportion in which the super built-up area of any single flat would bear to the entire undivided built-up-areas of all the flats collectively for the time being in the building or buildings PROVIDED THAT where it refers to the share of any rates and/or taxes relating to the common purposes and the common expense then such share shall mean the proportions in which the total amount of such taxes rates or expenses as shall be paid equally by the co-owners and such share shall be treated as such rates and/or taxes and common expenses as are being separately levied and the Proportionate Share of the "Said Land"/"Said Property" and/or "Said Amalgamated Land"/ "Amalgamated Property" in a proportion to the measuring area of a single flat or unit out of the total measuring area of the entire undivided covered areas of all the flats and the units collectively in the building or buildings constructed comprised in the said property in the "Said Premises" or comprised in the said proposed "Amalgamated Land"/"Amalgamated Property" in the said proposed "Amalgamated Premises".



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"SINGULAR" shall include the "PLURAL" and vice-versa.

AND

"MASCULINE" shall include the "FEMININE" and vice-versa.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The Owner/s herein has/have hereby grant an exclusive License to the Developer to enter upon the said land under First Schedule hereto and also hereby permit the Developer herein to construct one or more building or buildings comprised on the "Said Land" AND OR on the said proposed "Amalgamated Land" according to building plan or plans to be prepared by the Developer at its sole choice, discretion and at the cost of the Developer and according to sanction of the Building plan and/or any revised plan or plans so may be prepared, submitted and obtained only by the developer and sanctioned by the competent authority. It is expressly mentioned hereby that the Developer shall be fully entitled to prepare building plan in connection to the Said Land OR composite buildings plans by joining any other adjacent land or properties with the said demised land hereunder the First Schedule and as mentioned hereinabove as "Amalgamated Land" at the sole choice discretion and at the cost of the Developer for which the Owner/s herein declare hereby his/her/their free consent and hereby given unfettered exclusive rights to the Developer to the extent of his/her/their rights, title and interest in the said proposed Amalgamated Land and the Owner/s also hereby declare that during whole time of preparations of Said Plan or Plans, and obtaining sanction thereto, constructions and completions of the multi-storied building OR buildings and obtaining Completion and or Occupancy Certificate thereof as well as selling of the "Developer's Allocation" the owner/s shall not interfere in anyhow by any means and shall not be entitled to raise any objection and also shall not be entitled to create any obstructions thereof. It has been clearly agreed by and between the parties hereto that during the time of construction and or after completion of the building if any additions or alterations in constructions deviating from the sanction plan are found then it shall be the bound and duty and responsibility of the Developer to obtain the "Occupancy Certificate" by regularizing such deviations through revise plan at the Developer's own cost and expenses and by paying necessary Fees and or Fine as shall be requisite by the concerned Municipal Authority. The owner however Neither shall be liable to pay any amount on account of such deviations Nor shall be entitled to claim any amount OR any additional constructed areas other than the said "Owner's Allocations" agreed and stated hereinabove and described in the Second Schedule hereunder.

2. It is agreed by and between the parties hereto that subject to a perfect marketable title is found and/or made out by the owner/s and subject to the Owner's names are mutated with the concerned Land Settlement Record and also the necessary conversions certificates are obtained in respect of change of nature and



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character of the property hereunder the First Schedule as a 'Bastu Land' as it is physically existing in place of Sali Land as now recorded in B.L & L.R.O. Records, the owner/s shall be entitle to get 1772 sq. ft. total built up area out of the total constructed areas of the proposed building/s in the manner of one/two residential flat/s and a Car Parking Space on any floor in any portion at the sole choice of the developer in the proposed building so to be constructed by the Developer on the Owner's Said Demised Land under the First Schedule hereto and the said 1772 sq. ft. total built up area out of the total constructed areas of the proposed building/s in the proposed Housing Enclave allocable to the owner/s shall be constructed by the Developer morefully and collectively described in Part - I of the Second Schedule hereunder written and as described hereinabove as "Owner' Allocations" in fully complete and in habitable nature togetherwith the facilities of water and electricity connection togetherwith the proportionate undivided interest or share in the Said Land hereunder the First Schedule along with common easement rights of all common areas, common facilities in the proposed building or buildings and at the said Housing Enclave. The said "Owners' Allocable Area" described in Part - I of the Second Schedule hereto togetherwith undivided proportionate shares in all common areas described in the Fourth Schedule and togetherwith proportionate share of the said land described hereunder the First Schedule and all the rights, benefits and appurtenances in connection to the said owners' allocable portions are collectively for the sake of brevity hereinabove and hereunder referred to as the "Owners' Allocation". It is clearly understood by and between the parties hereto that the said Owners' Allocations agreed to be made on the basis of the measuring area of the said land to the extent of 2 (two) Cottahs 13 (thirteen) Chittaks only; And in the event of any reduction in the said land area if so found subsequently in future, the said Owner's Allocation shall be reduced proportionately. It has been also agreed by and between the parties herein that in addition to the said Owner's Allocations the Owner/s shall not be entitled to any additional area and or any cash consideration PROVIDED a marketable title of the entire said land and or each and every part thereof hereunder the First Schedule is found or made out by the First Party.

3. Simultaneously with the execution of these presents the Owner/s herein shall sign, execute and register a General Power of Attorney for the purpose of implementation of this agreement and execution of the entire work of development of multi-storied building and also for selling of Developer's Allocation in favour of the Second Party and also of Sanjay Gupta the nominated director of the Developer and all the costs and expenses on account of such registration shall be incurred by the Developer. It is expressly mentioned hereto that the Developer shall be uninterruptedly entitled to exercise the aforesaid General Power of Attorney for selling of the entire constructed portions togetherwith the undivided and impartable share of the said land under the First Schedule and or any portions thereof save and except the portions allocable to the Owner/s viz. a. viz. the said "Owner's Allocations" to any intending Purchaser or Purchasers at any price and against such lawful terms and conditions as the Developer shall deem fit and proper; and



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the Owner/s HOWSOEVER, in that event shall not be entitled to raise any objections and or to create any obstructions thereof at any point of time whatsoever EITHER before OR after delivery of the Owners/s Allocations are made by the Developer. It is understood that to facilitate the construction of Development at the Project Site by the Second Party and for obtaining necessary connections and utilities therein or therefor, various acts deeds matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need the authority of the First Party and various applications and other documents may be required to be signed or made by the First Party relating to which specific provisions may not have been mentioned herein. The First Party hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Second Party to be done in the matter and the First Party shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Second Party for the purpose and the First Party also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Second Party. The said power or powers of attorney so to be granted by the First Party/Land Owners to the Second Party/Developers/Builders and/or its nominee/s shall be exercised jointly or severally by the said Attorney Sri Sanjay Gupta and also any of the authorized director of the Second Party herein for the time being in force and shall form a part of this agreement ; and the said Power or powers of Attorney shall be fully valid, enforceable and binding on the First Party till the "SAID PROPERTIES" and the entire Housing Project is fully and properly developed by the Developers/Builders and that the transfer and/or conveyance of the flats, car parking spaces, shops and others together with undivided proportionate share of the land under the Developer's Allocations are conveyed to the purchasers and Association of Apartment Owners is registered and starts functioning.

4. After execution of these presents the Developer shall be entitled to enter into the said land for measurement of the land area for the purpose of preparation of Building Plans and also shall be entitled to fix sign board etc. for display of the proposed Housing Project. Subject to availability of the marketable title of the said land hereunder the First Schedule is found and or made out by the owner/s and immediate after the necessary Conversion Certificate is/are obtained as aforesaid by the Owner/s, the developer shall proceed for obtaining sanction of the Building Plan or Plans and immediate after sanction of the building plan or plans by the concerned authorities and after obtaining work order the Developer shall commence the work of construction of the proposed building/s and shall hand over the said "Owner's Allocations" in the proposed building/s within 48 (forty-eight) months from the date of obtaining necessary sanction of the Buildings Plan.
5. The said Owner's Allocation in the new proposed building/s shall be delivered by the Developer in a finished and habitable condition free from all encumbrances provided the owner/s has/have made out a perfect and indefeasible marketable title of the entire said land hereunder the First Schedule hereby



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conferred upon the developer and subject to all the terms, conditions, stipulations, covenants and obligations covered under this agreement and also under the law of land is properly and carefully fulfilled and observed by the owner/s. It is agreed that the costs of obtaining the sanctioned plans, its amendments and modifications as well as entire construction of the building or buildings, architects fees and all other costs which may be incurred towards development are to be borne solely by the developer who shall be liable to pay the Land Taxes payable to B.L. & L.R.O. w.e.f. the date of obtaining aforesaid Mutation Certificate/s and Conversion Certificate/s. Any dues on such accounts if found subsequently shall be payable by the owner/s.

6. Other than the said owner's allocable portions together with the undivided proportionate share of the said land described under the First Schedule viz. a viz. the Owner's Allocation allocable to the Owner/s, the Developer other than the common areas shall be exclusively entitle to all residue flats, floor parking spaces and other portions etc. with sole and exclusive rights of the said proposed building or all buildings together with undivided and proportionate shares of common areas, common amenities and common facilities alongwith undivided proportionate share of the Said Land. The said residue portions (other than the Owner/s Allocation) of all the flats, floors, shops, parking spaces etc. together with the common rights and undivided share of the Said Land hereunder the First Schedule in the manners stated hereinabove and hereinafter for the sake of brevity referred to as the Developer's Allocations. The Developer at its own choice and discretion shall be fully entitle to withhold the said Developer's Allocation and further shall be exclusively entitle to dispose of the said allocation or any portion thereof to any person/persons, firm/firms, company/ companies by way of sale/mortgage/lease against any price and/or Selami at its sole discretion, And out of such sale proceeds, the owner/s however shall not be entitled to any part out of the said Developer's Allocation as well as in the sell-proceeds of the Developer's Allocation and shall have no further claims or demands of whatsoever nature. Reciprocally the Owner/s shall not be liable for any amounts and or loss or damages if any arises or coming out of any dispute between the Developer and the intending purchaser for any flat/floor/ shop/ car parking space in the new proposed building or buildings on the Owner/s 'Said Land' as the Developer shall be solely responsible and or liable for any loss, damages, penalty and or suits, actions, claims or demands arising out of Developer's activities in the Said Premises save and except the Owner/s shall be solely responsible and liable for making out perfect and marketable title of the said Land hereunder the First Schedule and also for obtaining Mutation Certificate in the name of the Owner/s (if not yet mutated) as well the Conversion Certificate in respect of the nature and character of the land under the First Schedule hereto.

7. The Developer from the date hereof shall be entitle to enter into any or all agreement with any person/persons relating the said land without hampering the owners' interest to obtain the owner's allocations as agreed hereinabove and hereto in the proposed building or buildings on the said land/said property or on the said amalgamated land/ amalgamated property. The Developer shall be fully entitle to



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obtain any earnest money and/or any finance against the Developer's Allocation from any intending buyer/buyers, lessee/lessees and/ or mortgagee/ mortgagees without hampering the owner/s interest covered under this Agreement.

8. The Developer shall be entitled to appoint Architect for supervising the structural constructions of the foundation, basements, pillars, structures, slabs, concrete, underground / overhead reservoirs, electrical and plumbing fixtures and materials used for constructions, and sewerage, systems etc. and the Developer shall have the right to do so but exclusively at its (Developer) own costs and expenses to look after the same only. However, as agreed upon by both the parties, good quality materials as available in the market will be used for construction of the entire building and the Owner shall not be liable/responsible in any manner whatsoever regarding the construction materials used by the Developer.

9. The Owner/s from the date hereof shall always extend and offer all possible necessary facilities to Developer for preparing submitting and obtaining sanction plan and also for obtaining permanent connection of water supply, electricity with meter, drainage, sewerage, telephone and similar other installations needed for completion or the proposed multi-storied buildings hazards free and in well habitable conditions for all the residents at the cost and expenses of the Developer, and shall sign and execute all such necessary Applications, Declarations, Affidavits and all such documents relating to the said premises as and when shall be required and asked by the Developer.

10. For the purpose of the construction of the said new proposed building or buildings the Architect, Engineers, other Technical experts and all work men, shall be appointed by the Developer and it (developer) shall be responsible for marking payment to each and all of them. The land-owner/s shall has/have no liability for making any such payment to any one of them either during the construction or after completion of the construction or at any point of time whatsoever.

11. It is agreed that in the event of any damage or injury arising out of any sort of accident due to carelessness of the workmen and others, victimizing such workmen or any other persons whatsoever or causing any harm to any property during the course of construction the developer shall keep the land-owner/s, his/her/their estate and effects safe and harmless and indemnify against all suits, cause, rights and action in respect of the such eventualities.

12. It is agreed that whenever it becomes necessary and asked by the Developer, the owner/s shall sign all the papers and execute documents in connection with obtaining of sanctioned plan or any modification thereof during the course of construction period of the proposed multi-storied building till completion thereof and also in connection to the disposal and sale of any and or all units/portions of the said multi-storied building or buildings if so required and asked by the Developer save and except the owner's allocable portions, by the developer



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without raising any objection, thereto. It is agreed that immediate after sanction of the Building Plan and prior to commencement of construction work, the Owner/s shall deliver and handover all the Original Deeds of Title as well as all the relevant documents thereof to the Developer for practical purposes of implementation of this agreement and for investigation of Titles by the intending purchasers of the flats, portions in the proposed buildings or by their Advocates time to time. The Developer shall keep and preserve all such relevant Deeds of Title and the documents related thereto unobliterated and upon completion of the development work and after transfer of all the portions under the Developer's Allocations shall handover all such Deeds and Documents to the Owner Association or Committee or Syndicate so shall be formed in the proposed Housing Enclave at the said premises or at the amalgamated premises.

13. It is agreed by the landowner/s that in future or during the course of construction, if any defect on the title is found or any suit is lodged against the land owner's in respect of the said landed property mentioned in the first schedule, the developer shall have the liberty to proceed against the same on behalf on the land owner/s and all costs and expenses if so incurred by the Developer on and behalf of the Owner/s herein defending or proceeding such suit/disputes and or to make such defects, shall be adjusted by the Developer from the "Owner's Allocations" at the time of delivery of the same to the Owner/s herein . However the owner/s herein hereby indemnify and further shall cause to make indemnified the developer to keep save and harmless from any or all suits, actions, claims and or demands of whatsoever nature created either by any outsiders OR any person claiming right, title and interest under or through them. However, it is clear that due to any defects in title and or defects in Land Settlement Records in respect of the nature and character of the property and or due to non-fulfilment of all the necessary obligations on the part of the Land-owner/s covered under these presents and also covered under the Law of Land, if this Agreement is not implemented or however not practicable to carried over and as such if this agreement is determined or terminated by either the party herein or by in effect of any Court's Order/s then the Land-owner/s shall be bound to pay of all the cost and expenses till then incurred by the Developer forthwith the Developer claim to have payment of the same by a written notice and in such event the physical possession of the said property hereunder the First Schedule shall remained with the Developer till such amounts are recovered by the Developer from the Owner/s.

14. Both the parties herein hereby agreed that the time specified in clause 4 (four), hereinabove for completion and the delivery of the portions allocable to the owner/s is/are subject to force-majure i.e. if the construction is prevented or interrupted due to any natural calamities such as floods, earth quake, war, riots and/or labour dispute, crisis of materials in the market and for any order made by any Court of Law and or by any Government/Semi-Government/Statutory Authorities/Local Authorities and for any or all irresistible circumstances beyond the control of the Developer, the time specified for such delivery of owners' allocations



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shall be extended upto a period considerable by such circumstances whereby the Developer is prevented to handover the owners' allocable said portions within the period specified in clause 4 (four) hereinabove. It is expressly mentioned hereby that the Developer unless prevented by the circumstances in the manners stated hereinabove shall within the specified period complete the Owner's allocable portions and shall intimate the Owner/s through Registered Post offering the Owner for taking delivery of Owners' allocable portions within 15 days from the date of such intimation, AND in failure or negligence on the part of the Owner/s to take delivery their allocation within said noticed period of 15 days, the Developer after fulfilling its obligation in a manner as stated herein shall not be liable for breach of this contract, nevertheless shall be responsible and or liable to pay any amount on account of damages, penalty and or means-profit whatsoever and further shall be entitled to continue with exercising of its absolute rights and authority to dispose of the developers allocations by handing over the possession of the unit/units out of the developer's allocations to the intending purchaser and or the purchasers or lessee/s with fully entitle to prepare execute and register any conveyance or conveyances and or any kind of lawful Deed of Transfer in favour of any purchaser or purchasers in respect of and to the extent of the Developer's allocation in the Said Premises and in the said proposed amalgamated premises and the owner/s herein shall not be entitled to raise any objections or create any obstructions by any means in any manners whatsoever. Be it mentioned hereto that since the said General Power of attorney so to be executed by the Landowners is in relation to this Development agreement, the same shall be read and interpreted analogously considering both the documents a single document and transaction for its legal interpretation.

15. Both the parties agree that the terms and conditions contained in this Agreement and in the Schedules annexed therewith have been agreed amongst the parties herein in the most cordial and friendly manners. If any complications arises beyond the agreed terms and conditions incorporation in the Agreement and/or in proper implementation thereof both the parties shall endeavor to sort it out at bi-parties level. The owner/s hereby declare and assure the Developer not to restrain the later in continuing its entire activities of construction and selling of Developer's allocation at any point of time either during the whole period of constructions, its completion and selling of its allocable AND/OR after the obligations of the Developer towards the owner/s agreed hereby are fulfilled by the Developer in the manners as stated in Clause 4 (four) and Clause 14 (Fourteen) hereinabove.

16. The Landowner/s hereby agrees and covenants with the Developer to pay proportionate Panchayat/Municipal rates, taxes, the Rent or Khajna payable to the Collectorate North 24 Parganas and all other outgoings including service-tax, vat and others as applicable and payable time to time under statute and laws for the time being in force and also the monthly common maintenance charges in respect of the Land Owners' Allocable Portions on and from the date of delivery of the possession of the Land Owners' Allocation to the Landowner/s by the Developer so



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as the Developer and or its nominee/s and or assignee/s also shall cause to pay the same to the extent of the Developer's Allocations.

17. The Landowner/s shall cause to be joined such person or persons as Vendor/s and or Confirming Parties as may be required in law and also by the Developer in the Agreements and/or sale deeds that may be executed for sale and transfer of the Developer's Allocation in favour of the intending purchasers.

18. Upon the Developer constructing and delivering possession to the Landowner/s of his/her/their allocation, the Landowner/s shall hold the same terms and conditions and restrictions as regard the user and maintenance of the buildings as the other flats purchasers of the buildings.

19. The Landowner's Allocation in the new building or buildings at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new buildings intended for the common benefits of all occupiers of the new building or buildings which shall include the following: -

20. The Landowner/s shall not use or permit to use the Landowners' Allocation/ Developer's Allocation in the new building or buildings or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazards to the other occupiers of the new building or buildings.

21. Landowner/s shall not demolish or permit demolition of any wall or other structure in his/her/their allocations or any portion thereof or made any structural alteration therein without the previous consent and/or permission from appropriate authorities.

22. THE LANDOWNER/S FIRST PARTY DOIT HEREBY COVENANT WITH THE DEVELOPER SECOND PARTY:

i) That each and every representation made by the First Party/Land Owner/s hereinabove are all true and correct and agrees and covenants to perform each and every representation and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the First Party/Land Owner/s.

ii) That with effect from the date of execution hereof, the First Party/Land Owner/s shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.



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iii) That the First Party/Land Owner/s shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Second Party/Developer/Builder.

iv) That the First Party shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this agreement in any manner.

v) That the First Party/Land Owner/s shall not cause any interference or hindrance in the sanction/modification/ alteration of Sanction Plans in terms hereof, construction and development at the Project Site by the Second Party and/or Transfer of the Second Party's Allocation and not to do any act deed or thing whereby any right of the Second Party hereunder may be affected nor make any claim whatsoever in any other part or portion of the Project Site except the First Party's Allocation.

vi) That for all or any of the purposes contained in this agreement, the First Party shall render all assistance and co-operation to the Second Party and sign execute, submit and deliver at the costs and expenses of the Second Party all plans, specifications, undertakings, declarations, no objections, disclaimers, releases, papers, documents, powers and authorities as may be lawfully or reasonably required by the Second Party from time to time.

vii) That it is bi-laterally agreed in between the parties hereto that the First Party/Land-Owner/s shall bear proportionate costs or charges for installation of electrical transformer within the project for the reasons of consumption of electricity within the allocated areas of the First Party/Land Owners.

viii) That the Second Party doth hereby agree and covenant with the First Party not to do any act deed or thing whereby any right or obligation of the First Party hereunder may be affected or the First Party is prevented from making or proceeding with the compliance of the obligations of the First Party hereunder.

23. The parties shall abide by all Laws, Bye-Laws, Rules and Regulations of the Government, Local Bodies statutory authorities as the case may be and each of the parties herein shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, Bye Laws, Rules and Regulations if made by each of them.

24. The respective allottees shall keep the interior and external walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new building or buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any other space or accommodation therein and shall



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keep other occupiers of the building indemnified from and against the consequences of any breach.

25. The parties hereto shall not do or cause or permit to be done any act or thing which may render void and violable any in insurance of the new building or buildings or any part thereof and shall keep the Developer and other occupiers of the said building/s harmless and indemnified from and against the consequence of any breach.

26. No combustible goods or other items/materials shall be kept by the Landowner/s or by the Developer for display or otherwise in the corridors or other places of the common use in the new building or buildings and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the new building or buildings and in case any such hindrance is caused by the Developer or the Landowner/s and/or their respective nominees/assignees, as the case may be shall entitled to remove the same at the risk and cost of each of them.

27. Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new Building or Buildings or in the compounds corridors or any other portion or portions of the new Building or buildings.

28. The landowner/s 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 owner's allocation and every part thereof for the purpose of maintenance or repairing any part of the new building and/or for the purpose of repairing maintaining re-building cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains, gas and water pipes and electric wires and for new similar purposes.

29. On or before taking delivery of the "Owner's Allocations" the Land Owner shall cause to pay and deposits to the Developer for each unit under the "Owner's Allocations" the necessary mandatory charges as hereunder:-

- A. (i) Proportionate cost of Installation of main meter or Transformer / Electrical equipments costs, deposits and others.
- (ii) Power Backup Charges.
- (iii) Club membership charge.
- B. (i) Pay and Deposit in advance 6 months of monthly common maintenance charges.



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(ii) Pay and Deposit a sum of Rs. 10,000/- as a Security Deposit towards temporary consumption of electricity from the Main Service connection.

(iii) The actual amount of Security Deposit charged by the WBSEDCL Authority is payable by the Land Owner in respect of individual meter for each unit under the Owner's Allocable Portions.

30. IT IS FURTHER agreed and understood between the parties hereto as follows:-

i) The Landowner/s and the Developer have entered into this agreement purely for construction and delivery of Owner's Allocable portions by the Developer to the Landowners as well as selling of residuary areas as Developer's Allocable portion by the Developer and nothing contained herein shall be deemed to construe as partnership between the Developer and the Landowners in any manner nor it shall be construed that the parties hereto constitute as an association of persons in any manner whatsoever since it is a contract made by and between the parties herein for the subject and objects contained hereto and hereunto.

ii) The "Landowner's Allocation" shall be handed over with peaceful possession after compliance with all the obligations on the part of the Developer i.e. immediately on completion of the internal finishing works of all the Landowners' allocable portions in each of all the respective buildings subject to due compliance of all the obligations on the part of the Landowners under the terms and conditions of this Agreement and under the Law Of Land and also under all prevailing laws for the time being in force; and it is clearly understood by and between the parties hereto that during taking delivery of their allocable portions in each of the Buildings the Landowner shall not raise any objection and or create any obstruction if some common portions and common facilities are not completed during such materials time of delivery of possession in each of the respective Buildings and even in such event the Developer shall be in obligation to subsequently finish and complete all such unfinished common portions and common facilities intended and require to be made by the Developer and as specified in third schedule hereunder written.

iii) The Landowner/s shall not be held responsible for any omission and/or commission of any act by the Developer or any of their misrepresentation and/or dispute with the intending purchaser of the Developer's Allocation and/or any part thereof.

iv) It is well agreed and understood between the parties hereto that in the event of failure on the part of the Developer to complete the entire project within the stipulated time as agreed upon by virtue of these presents subject to relaxations and provisions made in Clause - 4 above (the time is the essence of the contract),



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the Landowner/s shall be entitled to terminate this Agreement and re-possess the said premises.

v) The Owner herein shall never construate or raise any objection by reason of the Developer allowing the common easement rights in some special common facilities such as a Club with Multi-Gym Facilities, Swimming Pool and others within the proposed Housing Enclave by issuing Club Membership to the other owners/occupiers of the adjacent Housing Enclave so developed and may be developed and constructed by the Developer, and in such event the Owner however shall neither be entitled to raise any objection and also nor to be entitled to create any obstructions of whatsoever nature thereof.

vi) The Owner herein acknowledges at or before entering these presents that the Developer herein have made known to the Owner herein that the Developer herein shall be entitled to acquire any other piece or parcel of land adjoining or contiguous to the said to the proposed Housing Enclave (hereinafter referred to and called as the additional area) and shall be entitled to provide all the facilities and/or utilities in the said Housing Enclave proposed hereto including any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions including drainage, sewerage, transformer, generator, cable ducts, water lines and such other facilities and/or amenities and/or utilizes which are to be provided in this proposed Housing Enclave to any new building/d and/or other adjacent Housing Enclave which may be constructed and/or promoted in other phase of construction work on the said additional area either before or after construction of this proposed Housing Enclave.

vii) It is known and agreed by the Owner herein that the Developer at all material time shall be entitled to extend the parafamia of this proposed Housing Enclave and shall be entitled to make construction in such extended land portions at the sole discretion choice and at its own costs and expenses and during the whole time of such procedures none of the parties herein shall be entitled to raise any objection and or to create any obstructions thereof. It is also undisputedly agreed hereby that in the event of the Developer develop and construct any other Housing Project or Housing Enclave on any other land surroundings and or adjacent to the Said Amalgamated Property hereunder the 1<sup>st</sup> Schedule by extending the parafamia of the 'Said Housing Enclave as made as stated above AND ALSO SEPARATELY in the manner of separate project, the Developer in all such cases shall be solely entitle to use and enjoy the internal Roads/Passages and also of the entrances (both for ingress and egress) of the Enclave by itself and also by allowing the occupiers and or purchasers of the units of such separate buildings and or separate Housing Projects And the Owner herein shall not be entitled to raise any objections and or to create any obstructions thereof in exercising the Developers such rights to do so.



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31. However, if any disputes or differences arise between the parties implementing this agreement or facing true interpretation to the terms herein, the same shall be referred to an Advocate or Arbitrator chosen by the parties hereto or such separate one or two Advocates or Arbitrators selected by each of the party with the right to appoint umpire, whose decision and award as envisaged in Indian Arbitration And Conciliation 1996 and its modifications for the time being in force shall be final and binding on both the parties.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(The "Said Land"/"Demised Land" Owned by the Owner/First Party herein)

ALL THAT piece or parcel of "Sail" land measuring 02 Cottah, 13 Chhittaks a little more or less comprised in part of R.S. as well L.R. Dag No. 620, together with common easement rights on and over the Common Passages and all others rights, appurtenances and benefits connected thereto, lying and situated at Mauza - Sulanguri, Police Station: New Town formerly Rajarhat, J.L. No. 22, Touji No. 178, R.S. No. 196, under and Part of R.S. Khatian No. 228, L.R. Khatian No. 1128, with the ambit of BL & LRO Rajarhat, under Jyangra Hatiyara Gram Panchayet - II, Sub-Registration Office: Additional District Sub- Registrar Rajarhat, New Town, formerly A.D.S.R. Bidhannagar (Salt Lake City), District: North 24 Parganas. The said Land is butted and bounded as follows:

ON THE NORTH : By 10' feet Wide Road;

ON THE SOUTH : By Land of Dulal Chandra Dey;

ON THE EAST : By Remaining Land of Smt. Pranati Bose;

ON THE WEST : By R.S. as well L.R. Dag No. 619;

**THE SECOND SCHEDULE REFERRED TO ABOVE :**

(The Said Owner's Allocable portions)

(Part - I)

ALL THAT 1772 sq.ft. total built up area out of the total constructed areas of the proposed building/s in the manner of a one/two residential flat/s and a Car Parking Space on any floor in any portion at the sole choice of the developer in the proposed building so to be constructed by the Developer on the Owner's Said Demised Land under the First Schedule Together with proportionate undivided common shares in all common areas common amenities and common facilities in a complete finished and in habitable conditions Together with proportionate and undivided impartable right, title and interest as co-owners on the said land and or the said Demised Land described in the First Schedule hereinabove.



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**Part – II Referred To Above:**  
**(Developer's Allocation)**

**ALL THAT** Constructed Areas save and except the portions allocable to the owners and also the common areas, the entire remaining areas in the new buildings consists of the residential flats, commercial spaces and garage/car parking space so to be constructed on and upon the Owners Land written in the First Schedule hereinabove along with undivided and proportionate share of the common facilities which shall absolutely belongs to the Developer and/or its nominee/s or assignees with rights to sale, transfer, mortgage, lease out partly or fully under the terms and conditions of this Development Agreement.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**S P E C I F I C A T I O N**

**1. DOOR & WINDOW**

All doorframes ( size 4" X 2 ½" ) would be made of Malaysian Sal wood , doors shutter would be flush doors made of commercial ply (Brahmaputra ply or any other co. of the same rate) main door thickness 32 mm and all other doors thickness 30 mm fitted with mortise locks (Glider 4 Levers). Main door would be fitted with Godrej night latch lock and there would not have any lock in kitchen and bathrooms. All windows would be made of steel with glass panel. All doors and windows would be painted with white enamel paint (Berger Co.).

**2. FLOORING**

All Bed Rooms, Dinning-cum-Living, and would be finished with Ivory Vitrified tiles (24" X 24") flooring and 4" skirting. Bath-room, Kitchen & Balcony would be finished with Ivory Ceramic tiles (12" X 12") flooring. The walls of the Toilets/Bathrooms would finish with white glazed tiles in 60" height. Roof would be finished with roof tiles.

**3. SANITARY & PLUMBING**

Standard Toilet would be provided with C. P. Shower, one commodes/Indian /English type pan (Perryware) with P. V.C. cistern (Reliance Co.). And in W. C. there would be only one tap. (All taps & c.p. fittings of Vertex & Victoria Co.) There would be no concealed line and geyser line. There would be only one basin (Perryware) in each flat.

**3. KITCHEN**

One Green marble platform, one sink, floors would be finished with marble and 2'-0"skirting white glaze tiles on the back of the cooking platform to protect the oil spots.



ADULT ...  
Rajahm. New Town, North 24-Pgs.

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**5. ELECTRICAL WIRING**

a. Concealed wiring in all flats (Copper electrical wire, Rajdhami or J.J.)

b. Each flat will be provided with the following electrical points:

(All switches Preetam Sleek & all board cover Bakelite)

i) Bed room (each)

2 Light points

1 Fan point

1 Plug point (5 Amp.)

3 Light points

1 Fan point

1 Plug point (15 Amp.)

1 Light point

1 Exhaust Fan Point

1 Plug point (15 Amp.)

1 Light point

1 Exhaust Fan Point

1 Light point

1 Light point

1 Door-bell point

v) Verandah

vi) W. C. (Toilet)

vii) Entrance

**6. WATER**

Underground water tank and overhead water tank is to be constructed for supply of water (24 hours).

**7. PAINTING** : Plaster of Paris inside walls.

**8. OUTSIDE PAINTING** : Snowcem 2 coats painting.

**9. RAILING OF STAIR CASE** : Railing of iron.

**10. STAIR CASE PAINTING** : Plaster of Paris

**11. LIFT** : One MCD (Manual Collapsible Door) lift in each Block.

**THE FOURTH SCHEDULE REFERRED TO :**

1. Staircase of all the floors of the said multi-storied building.
2. Common landings with lift, Common passage including main entrance leading to the ground floor.
3. Water tank, overhead tank and water supply line from Deep Tube-well with 440 volts Motor and Water pump.



ADDITIONAL DISTRICT SUB-REGIONAL & MUNICIPAL OFFICE  
RAJAHMUNDY, NEW TOWN, NORTH 24-PGS.

11 SEP 2015

4. Common toilet on the ground floor.
5. Common Caretaker's room.
6. Meter space.
7. External electrical installations switch boards and all electrical wiring and other electrical fittings installed in the said building.
8. Drainages, sewerage, septic tank and all pipes and other installations for the same.
9. Boundary walls and Main gate.
10. Such other common parts areas equipments installations fittings fixtures and common and common passages as shall be provided by the Developer at its sole discretion and as shall be available in future in or about the said land and the said building and or in amalgamated land and buildings as are necessary for passage and/or use of the unit in common by the co-owners with the Developer and/or its respective nominees appertaining to proportionate cost in terms of sq.ft. It is expressly mentioned hereby that the Developer shall be exclusively entitle to provide the common passages at its sole choice and desecration leading from Main Road through another adjacent properties to the said property hereunder the First Schedule and reaching to others property surrounding and adjacent herewith and amalgamated with each others in future by the developer for the free ingress and egress of the prospective buyers/residents of proposed buildings in this premises and or in the said amalgamated premises.
11. Other areas and installations and/or equipments if so provided by the Developer in the Building and/or the Premises, at extra cost, for common use and enjoyment such as CC TV, EPABX, Intercom, Cable TV connection, Internet Connection, Telephone lines, Gas lines etc. and other common amenities and facilities for common uses.

COMMON EXPENSES:

1. All expenses for the maintenance, operating replacing renovating and repainting of the common portions and areas in the building including the outer walls and boundary walls of the building.
2. All the expenses for running and operating all machinery equipments and installations comprised in the common portion including the cost of repairing, replacing and renovating the same.
3. Costs and charges of establishment for maintenance of the said building.



Assistant District Sub-Registrar  
Rajahmundry, New Town, North 24-Pga.

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4. Costs and insurance premium for insuring the building and/or the common portion.
5. All charges and deposits for supply of common utilities to all the co-owners in common.
6. Municipal tax, water tax and other rates in respect of the premises and building (save and except those separately assessed in respect of any unit of the purchaser).
7. Cost of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installation of the common service and lighting the common portions including system loss for providing electricity to each unit.
9. All litigations expenses incurred for the common purpose and relating to the common use and enjoyment of the common portion and for all common affairs.
10. All other expenses as shall be required in future for running of proper and smooth administration of the Building or Buildings and the upkeepment of the same.





Additional District Sub-Registrar  
Rajamal, New Town, North 24-Pgs.

11 SEP 2015

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

SIGNED, SEALED AND DELIVERED  
By the LANDOWNER/FIRST PARTY  
at Kolkata in the presence of:-

1. Arpan Chakraborty  
S/o. Sri Tapan Chakraborty  
by Nationality - Indian,  
M. B. Road, L. N. Pally,  
Post Office: Nimta, P.S.: Nimta,  
Pin - 700 049.
2. Straeakamby  
Sulankish Ghosh  
Gozangonogoi  
Newtown  
Kel-153

অর্পণ চক্রবর্তী

SIGNED, SEALED AND DELIVERED  
By the LANDOWNER/FIRST PARTY  
at Kolkata in the presence of:-

1. Arpan Chakraborty
2. Straeakamby

OWNER

Explained & read over the  
Content of the deed to the  
land owner by me.  
Arpan Chakraborty.

ASTDURGA CONSTRUCTION PVT. LTD.

Arpan Chakraborty  
Director

DEVELOPER

Draft prepared by  
Bhabendra Prishimray  
Advocate  
High Court, Calcutta  
F-563/547/89.



































Additional District Sub-Registrar  
Rajahat, New Town, North 24-Pgs.

11 SEP 2015



SPECIMEN FORM FOR TEN FINGER PRINTS

Sl. No.	Signature of the Executants/Presentants	LEFT HAND				
		Little	Ring	Middle	Fore	
 						
		RIGHT HAND				
						
		LEFT HAND				
						
		RIGHT HAND				
						
		LEFT HAND				
						
		RIGHT HAND				
						



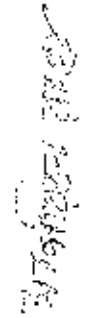



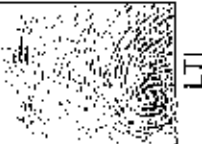
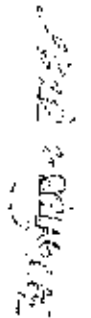
Additional District Sub-Registrar  
Rajarnat, New Town, North 24-Pgs.

11 SEP 2015

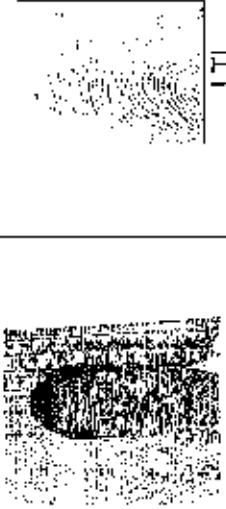
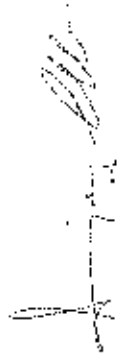
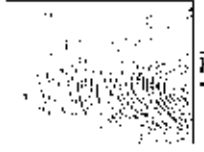
**Seller, Buyer and Property Details**

**A. Land Lord & Developer Details**

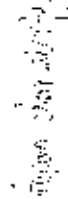
Presentant Details		
SL No.	Name, Address, Photo, Finger print and Signature of Presentant	
1	<p>Mrs SAGARIKA RAHA Wife of Mr PRANAB RAHA SULANGURI COLONY, P.O:- GOURANGANAGAR, P.S:- New Town, District:- North 24-Parganas, West Bengal, India, PIN - 700159</p>	 11/09/2015 01:29:44 PM  LTI 11/09/2015 01:29:54 PM  11/09/2015 01:30:12 PM

Land Lord Details		
SL No.	Name, Address, Photo, Finger print and Signature	
1	<p>Mrs SAGARIKA RAHA Wife of Mr PRANAB RAHA SULANGURI COLONY, P.O:- GOURANGANAGAR, P.S:- New Town, District:- North 24-Parganas, West Bengal, India, PIN - 700159 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. AHCPR0111N, Status : Individual Date of Execution : 11/09/2015 Date of Admission : 11/09/2015 Place of Admission of Execution : Office</p>	 11/09/2015 01:29:44 PM  LTI 11/09/2015 01:29:54 PM  11/09/2015 01:30:12 PM



Developer Details		
SL No.	Name, Address, Photo, Finger print and Signature	
1	M/S ASTDURGA CONSTRUCTION PVT LTD DWARKA VEDMANI AD-169 SALT LAKE CITY, SECTOR I, P.O:- BIDHANNAGAR, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 PAN No. AALCA5946M, Status : Organization Represented by representative as given below:-	
1(1)	Mr SANJAY GUPTA, DIRECTOR DIRECTOR, M/S ASTDURGA CONSTRUCTION PVT LTD DWARKA VEDMANI AD-169 SALT LAKE CITY, SECTOR I, P.O:- BIDHANNAGAR, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADRF6327Q, Status : Representative Date of Execution : 11/09/2015 Date of Admission : 11/09/2015 Place of Admission of Execution : Office	 11/09/2015 01:26:37 PM   11/09/2015 01:27:39 PM   LTI 11/09/2015 01:27:31 PM

### B. Identifire Details

Identifier Details		
SL No.	Identifier Name & Address	Identifier of Signature
1	Mr ARPAN CHAKRABORTY Son of Mr TAPAN CHAKRABORTY M B ROAD LAXMI NARAYAN PALLY, P.O:- NIMTA, P.S:- Nimta, District:- North 24-Parganas, West Bengal, India, PIN - 700049 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,	 9/11/2015 1:30:42 PM

### C. Transacted Property Details



Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: North 24-Parganas, P. S:- Rajarhat, Gram Panchayat: JANGRAHA TIARA-II, Mouza: Sulanguri	LR Plot No:- 620 , LR Khatian No:- 228	2 Katha 13 Chatak	1/-	25,52,346/-	Proposed Use: Bastu, ROR: Shali, Width of Approach Road: 10 Ft., Adjacent to Metal Road,

#### D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	SANJAY GUPTA
Address	SALT LAKE CITY, Thana : North Bidhannagar, District : North 24-Parganas, WEST BENGAL
Applicant's Status	Attorney of Claimant





Office of the A.D.S.R. RAJARHAT, District: North 24-Parganas

Endorsement For Deed Number : I - 152310157 / 2015

Query No/Year 15231000252140/2015 Serial no/Year 1523010556 / 2015  
Deed No/Year I - 152310157 / 2015  
Transaction [0110] Sale, Development Agreement or Construction agreement  
Name of Presentant Mrs SAGARIKA RAHA Presented At Office  
Date of Execution 11-09-2015 Date of Presentation 11-09-2015

Remarks

On 04/09/2015

**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 25,52,346/-

(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

On 11/09/2015

**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 13:03 hrs on : 11/09/2015, at the Office of the A.D.S.R. RAJARHAT by Mrs SAGARIKA RAHA ,Executant.

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

Execution is admitted on 11/09/2015 by

Mrs SAGARIKA RAHA, Wife of Mr PRANAB RAHA, SULANGURI COLONY, P.O: GOURANGANAGAR,  
Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700159, By caste Hindu, By Profession  
House wife

Indetified by Mr ARPAN CHAKRABORTY, Son of Mr TAPAN CHAKRABORTY, M B ROAD LAXMI NARAYAN  
PALLY, P.O: NIMTA, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, By caste  
Hindu, By Profession Service

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

Execution is admitted on 11/09/2015 by

Mr SANJAY GUPTA , DIRECTOR, M/S ASTDURGA CONSTRUCTION PVT LTD DWARKA VEDMANI AD-169  
SALT LAKE CITY, SECTOR I, P.O:- BIDHANNAGAR, P.S:- North Bidhannagar, District:-North 24-Parganas,



West Bengal, India, PIN - 700064

Identified by Mr ARPAN CHAKRABORTY, Son of Mr TAPAN CHAKRABORTY, M B ROAD LAXMI NARAYAN PALLY, P.O: NIMTA, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, By caste Hindu, By Profession Service

**Payment of Fees:**

Certified that required Registration Fees payable for this document is Rs 21/- ( E = Rs 21/- ) and Registration Fees paid by Cash Rs 21/-

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Draft Rs 5,000/-, by Stamp Rs 100/-

**Description of Stamp**

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 2801, Purchased on 19/05/2015, Vendor named M DUTTA.

**Description of Draft**

1. Rs 5,000/- is paid, by the Draft(8554) No: 915392000426, Date: 05/09/2015, Bank: STATE BANK OF INDIA (SBI), SALT LAKE.

(Debasish Dhar)

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
North 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2015, Page from 120061 to 120097  
being No 152310157 for the year 2015.



*Debasish Dhar*

Digitally signed by DEBASISH DHAR  
Date: 2015.09.15 18:11:21 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 15-09-2015 18:11:21  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
West Bengal.

(This document is digitally signed.)

