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DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT made this the 3 ch day of Jonnes Thousand And NIne tech 2019)

BETWEEN

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(मांत क्षाप्य क्ष जार বিধান নগৰ (সম্টলেক ह्याच्या (ज्ञाहर योज्ञा

শোদ চাতক্র

unless excluded by or repugnant to the context be deemed to mean and include her hereinafter referred to and called as the "OWNER/VENDOR" (which expression shall residing at 5 no., Dr. Suresh Sarkar Road, P.O. & P.S.- Entally, Kolkata - 700 014 nominees) of the FIRST PART; successors, executors, administrator, representatives and assigns and nominee or Nationality Indian, by faith Hindu, by occupation Housewife, at K.D/1, Aswini Nagar, MRS. SITAL SHAW (Having PAN: FIMPS6360E) wife of Mr. Ajoy Shaw, by Station: Rajarhat, Kolkata-700 059, District: North 24 Parganas, presently

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

WHEREAS THE OWNER HAS REPRESENTED TO THE DEVELOPER :

- Sali/Agriculture landed properties total admeasuring more or less 30.41 acres under several Khatians, all at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. 178, Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. Renuka Bala Seal being Benamder of Anil Chandra Seal free from all encumbrances Parganas, to Makhan Lal Seal being Benamder of Kartick Chandra Seal and to Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now North 24 Landlord Roy Bahadur Kanai Lal Nandi sold, transferred and conveyed several 35, Pages 261 to 270, Being No. 2115 for the year, 1956, the erstwhile Principal By a registered Deed of Conveyance dated 07.03.1956 duly registered at Sub-
- Seal thus became seized and possessed the aforesaid properties and while in Since after the aforesaid purchase the said Makhan Lal Seal and Renuka Bala



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J.L. No. 22, R.S. No. 196, Touji No. 178, Police Station: Rajarhat at present P.S. New Chandra Seal entitled to 1/3rd share of all the aforesaid properties at Mauza Sulanguri a proportions that the said Kartick Chandra Seal entitled to 2/3rd share and Anil said Kartick Chandra Seal and Sri Anit Chandra Seal thus became absolute owners in aforesaid property AND finally obtained necessary decree against the aforesaid aforesaid Benamders Makhan Lai Seal and Renuka Bala Seal in respect of the Anil Chandra Seal respectively filed Declaratory Suits being Title Suit No. 491 of 1967 Benamders in respect of the aforesaid properties; and in consequences thereof, enjoyment thereof, on or about 1967 and 1969 the said Kartick Chandra Seal and Sri well and sufficiently entitle thereto free from all encumbrances whatsoever. Town, District: 24 Parganas now North 24 Parganas and seized and possessed of and Suit No. 8 of 1969, in the 3rd Court of Munsiff at Sealdha against the

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being the owner thereof therein as the Vendor sold, conveyed and transferred free Being (Deed) No. 4791 for the year 1972, the said Sri Narayan Chandra Chakraborty Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 12, Pages 27 to 29, such purchase while in seized and possessed thereof, subsequently by a Deed of therein called as the Purchaser free from all encumbrances whatsoever, and after Schedule thereunder unto and in favour of one Sri Narayan Chandra Chakraborty said five Dags all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New No. 601under R.S. Khatian No. 201, total Sali Land admeasuring 1.32 acre in Part of under R.S. Khatian No. 228 and togetherwith 0.08 acre comprised in part of R.S. Dag No. 591and also 0.14 acre comprised in part of R.S. Dag No. 594 all said four Dags comprised in part of R.S. Dag Nos. 590 and 0.64 acre comprised in part of R.S. Dag measuring about 0.03 acre comprised in part of R.S. Dag Nos. 589 and 0.43 acre transferred free from all encumbrances, All That piece or parcel of Sali Land Chandra Seal being the owners thereof therein as the Vendors sold, conveyed and No. 4770 for the year 1972, the said Sri Kartick Chandra Seal and said Sri Anil Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Being (Deed) all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 That piece or parcel of Sali Land total admeasuring 1.32 acre in Part of said five Dags from all encumbrances, the entirety of his aforesaid purchased properties being All Town, District: 24 Parganas now North 24 Parganas, morefully described in the By a Deed of Conveyance dated 29.11.1972 duly registered at the dated 30.11.1972 duly registered at the Sub-Registration Office



unto and in favour of one Sri Ajit Kumar Mondal therein called as the Purchaser free from all encumbrances whatsoever Parganas now North 24 Parganas, morefully described in the Schedule thereunder

- encumbrances whatsoever; and subsequently on the same day the said Ajit Kumar acre by a Deed of Conveyance dated 05.03.1975 duly registered at the Sub-0.66 acre by another Deed of Conveyance duly registered at the Sub- Registration Mondal sold, transferred and conveyed the remaining half portion thereof measuring Ajit Kumar Mondal sold, transferred and conveyed half portion thereof measuring 0.66 all at Mauza Sulanguri, District 24 Parganas and while in enjoyment thereof, the said said piece or parcel of Sali Land total admeasuring 1.32 acre in Part of said five Dags Mondal thus became seized and possessed of and or well and sufficiently entitle to the Sudam Chandra Naskar therein called as the Purchaser free from all encumbrances 223 to 226, Being (Deed) No. 2100 for the year 1975, unto and in favour of one Sri Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 32, Pages 35, Pages 252 to 255, Being (Deed) No. 2098 for the year 1975, unto and in favour of Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. Sri Balai Chandra Naskar therein called as the Purchaser free from all After the aforesaid purchase by dint of the said Sale Deed the said Ajit Kumar
- and 0.64 acre comprised in part of R.S. Dag No. 591and also 0.14 acre comprised in in Part of R.S. Dag Nos. 589 and 0.43 acre comprised in part of R.S. Dag Nos. 590 severally by or dint of the aforesaid respective Sale Deeds in respect of the aforesaid encumbrances, each of their half share measuring 0.66 acre so purchased by them therein jointly called as the Vendors sold, conveyed and transferred free from all the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas 601, total Sali Land admeasuring 1.32 acre in Part of said five Dags all at Mauza part of R.S. Dag No. 594 and togetherwith 0.08 acre comprised in part of R.S. Dag No. properties being All That piece or parcel of Sali Land measuring 0.03 acre comprised Sri Balai Chandra Naskar and Sri Sudam Chandra Naskar being the owners thereof Volume No. 50, Pages 114 to 118, Being (Deed) No. 2423 for the year 1979, the said now North 24 Parganas, morefully described in the Schedule thereunder unto and in Subsequently by a Deed of Conveyance dated 06.04.1979 duly registered

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encumbrances whatsoever and; subsequently the above properties were favour of one Sri Jaday Chandra Halder therein called as the Purchaser free from all recorded in the name of said Jaday Chandra Halder under L.R. Kh. No. 380 & 173

- for the year 1987, the said Sri Jadav Chandra Halder being the owner thereof therein recorded in Book No. 1, Volume No. 148, Pages 385 to 392, Being (Deed) No. 7399 of his aforesaid purchased properties being. All That piece or parcel of Sali Land total as the Vendor sold, conveyed and transferred free from all encumbrances, the entirety Office of the Additional District Sub- Registrar Bidhannagar Salt Lake City, and encumbrances, by a Deed of Conveyance dated 14.12.1987 duly registered at the son Sri Narayan Chandra Halder therein called as the Purchaser free from all Parganas, morefully described in the Schedule thereunder unto and in favour of his Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: North 24 228 & 201 and subsequently under Kri-Khatian No. 380, 173 & T.R./67, all at Mauza admeasuring 1.32 acre in Part of said five Dags under and Part of R.S. Khatian No. encumbrances whatsoever. Since after such purchase while in peaceful enjoyment thereof free from all
- also 0.05 acre comprised in part of R.S. Dag No. 596 total admeasuring 0.66 acre in and 0.03 acre another part of Sali Land, comprised in part of R.S. Dag Nos. 588 and parcel of Sali Land measuring about 0.58 acre comprised in part of R.S. Dag Nos. 580 Chandra Seal and said Sri Anil Chandra Seal being the owners thereof therein as the 55, Pages 243 to 245, Being (Deed) No. 3383 for the year 1973, the said Sri Kartick Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, thereof, subsequently by a Deed of Conveyance dated 28.08.1976 duly registered at all encumbrances whatsoever; and after such purchase while in seized and possessed Smt. Jaya Ghosh wife of Amal Kumar Ghosh therein called as the Purchaser free from Parganas, morefully described in the Schedule thereunder unto and in favour of one Station: Rajarhat at present P.S. New, Town, District: 24 Parganas now North 24 Vendors sold, conveyed and transferred free from all encumbrances, All That piece or transferred free from all encumbrances, Smt. Jaya Ghosh being the owner thereof therein as the Vendor sold, conveyed and Part of said three Dags all under R.S. Khatian No. 228, at Mauza Sulanguri, Police By another Deed of Conveyance dated 05.05.1973 duly registered at the Sub-107, Pages 24 to 27, Being (Deed) No. 5979 for the year 1976, the said the entirety of her aforesaid purchased

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now North 24 Parganas, morefully described in the Schedule thereunder unto and in 0.66 acre in Part of said three Dags all under R.S. Khatian No. 228, all at Mauza properties being All That piece or parcel of Sali Land measuring about 0.58 favour of one Sri Narayan Chandra Halder therein called as the Purchaser free from all Sulanguri, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas comprised in part of R.S. Dag Nos. 580 and 0.03 acre comprised in part of R.S. Dag encumbrances whatsoever. 588 and also 0.05 acre comprised in part of R.S. Dag No. 596 total admeasuring

- without being interrupted by any person whomsoever and or from any comer whatever prospective buyers intending to purchase the plot/s; demarcated plots under a scheme plan for the purpose of selling the plots to the thereof, the said Narayan Chandra Halder sub-divided the same into some small and also free from all encumbrances whatsoever and; while seized and possessed New Town, District: North 24 Parganas, and became seized and possessed thereof Land all lying and situated at Mouza Sulanguri, Police Station: Rajarhat at present Narayan Chandra Halder thus became the owner of total 1.98 (0.66+1.32) acre of Sali registered Deed of Conveyances Being Nos. 5979/1976 and 7399/1987, the said In the manners of aforesaid respective purchase by dint of the aforesaid
- comprised in part of R.S. Dag No. 591, togetherwith common easement rights on and Cottah 11 (eleven) Chittaks, 07 (seven) so: #; be the same a little more or less being marked as Plot No.8, under the said scheme plan measuring area about 01 (one) purchased properties a portion thereof being ALL'THAT piece or parcel of "Sall" land No. 1, Volume No. 301, Pages 260 to 282, Being (Deed) No. 05024 for the year 2006, the Additional District Sub- Registrar Bidhannagar Salt Lake City, and recorded in Book Deed of Conveyance dated 10.06.2005 duly registered on 31.08.2006 at the Office of lying and situated at Mauza Sulanguri, J.L. No. 22, under and Part of R.S. Khatian No. over the Common Passages and all others rights and benefits in connection thereto, sold, conveyed and transferred free from all encumbrances, out of his aforesaid the said Sri Narayan Chandra Halder being the owner thereof therein as the Vendor now New Town P.S., District: North 24 Parganas morefully and particularly described in 228 and Kri-Khatian No. 380, 173 & T.R./67, Touzi No. 178, Police Station- Rejarhat While in enjoyment of his aforesaid properties free from all encumbrances, by a

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the Schedule written therein unto and in favour of Mrs. Sital Shaw the Owner herein therein referred to as the Purchaser at the valuable consideration mentioned therein.

or from any person or of and from any corner whatsoever; Owner/s under the State Government without any interruptions and or obstructions by possessed of and or well and sufficiently entitle to his/her/their 'Said Land' as the rayoti the "SAID LAND"/"SAID PROPERTY" and the Vendor/s herein is/are seized and Schedule written hereunder hereinafter for the sake of brevity shall be referred to as formerly Rajarhat P.S., District: North 24 Parganas, morefully described in the First Land Settlement Record with the BL & LRO Rajarhat, Police Station: New Town recorded in the name of the Land-Owner herein under L.R. Khatian No. 1231 in the passages provided in the said Scheme Plan abutting the Said Plot No. 8, at present Sulanguri, J.L. No. 22, Touji No. 178, under and Part of R.S. Khatian No. 228 and Krimore or less, comprised in part of R.S. Dag No. 591, lying and situated at Mauza measuring 01 (one) Cottah 11 (eleven) Chittaks, 07 (seven) sq. ft. be the same a little herein is/are seized and possessed of his/her/their said Plot of Land area about Since by virtue of the aforesaid registered Deed of Conveyance the Owner/s 173 & T.R./67, with common easement rights in all common

K. The Owner's Representations:

- to deal with his 'Said Land' and also to enter into this agreement with the Developer absolute discretion, AND in other way the Owner herein is free and absolutely entitled the Said Property hereunder the First Schedule in any way at his own choice and manner so that the Owner herein is or may be restrained to deal with the said land or hereto; herein has not dealt with the Said Property and or any portion thereof in any such suits, injunctions, viz. free from any or all encumbrances whatsoever AND the owner his said Land under First Schedule hereto free from all charges, liens, lispendences, The owner has/have clear and marketable rights, title and interest in respect of
- requisitions whatsoever and the Owner herein did not receive any notice from any not effected by any Development Scheme and is free from any acquisitions or The entire said land hereunder the First Schedule and or any portion thereof is





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

- and/or no steps have yet been taken in execution of any certificate at the instance of of the Certificate Officer under the provisions of the Public Demand Recovery Act Demand Recovery Act or otherwise and that no certificate has been filed in the office certificate proceeding started by or at the instance of Income Tax, Wealth Tax or Gift Schedule hereto and or any part thereof is not attached in any proceeding including the Income Tax and/or Wealth Tax and/or Estate Duty Authorities and under any Court Tax Authorities or Department or Departments or under the provisions of the Public Order or under 'SARFAESI'; That to the best of the Owner's knowledge, the 'Said Property' under the First
- There is no Tenant in the said Property.
- 5 Property'. There is no Temple, Mosque, Debattur or Burial Ground within
- with the meaning of the West Bengal Urban Land (Ceiling and Regulations) Act, and subsequent Amendment made thereto. There is no excess vacant land at the said premises under the First Schedule

sole responsibility and discretion of the Developer. he/she/they approached the Developer to acquire the said land mentioned in the First under the First Schedule but due to paucity of fund and lack of experience building on the 'Said Land' at the sole costs and expenses of the developer and at the Schedule hereunder for the purpose of development and construction of proposed ownership basis with car parking spaces and shops thereof on his/her/their said land construction of a G+4 storied building comprised of self-contained modern flats on accommodation for him/her/them and as such is/are desirous of development and AND WHEREAS the Owner/Vendor herein is/are in need of residential

selling of residential self-contained flats with car parking facilities and commercial units with development and construction of G+4 storied buildings and Housing Enclave for AND WHEREAS the Second Party herein is a reputed Developer Company dealing



Additional Distinct Sub-Registernal, New York, North 24 F

to acquire some landed properties in the said locality and has negotiated with the to the public intending to purchase so and as such the developer herein have decided comprised of several numbers of buildings in the locality. hereunder the First Schedule for development and construction of a Housing Enclave several Land Owner/s of some other plots beside and surroundings the plots

flats, car parking spaces, shops and others on the said plot of land under the First super structural building consists with various numbers of self-contained residential Developer hereto has agreed with the Owner/s for acquiring his/her/their plot of the also relying on the above representations made by the Owner's herein to be true, the approached by the owner/s herein in respect of his/her/their aforesaid proposal and said plot of land under the First Schedule hereto within the pool of said proposed locality the owner/s herein has/have approached the Developer to acquire his/her/their and construction of the aforesaid Housing Enclave by the Developer in the same AND WHEREAS having knowledge of the Developer's such intention for development authorities and in conformity with the said details of construction under and subject to and specifications to be signed by the owner/s and sanctioned by the competent Schedule hereto including other adjacent plots of land by amalgamating all the plots proposed Housing Enclave by way of construction of G+4 storied R.C.C. framed land under the First Schedule in the said proposed pool of Development of the Development and Construction of said proposed Housing Enclave; and having been the terms and conditions hereinafter stated acquired and or so to be acquired by the Developer herein and as per drawing plan

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 :-

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

FIRST PART hereto holding 100% rights, title and interest of the "SAID LAND" described in "First Schedule" hereunder. THE OWNER" shall mean the person namely MRS. SITAL SHAW the party of the

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Administ District Sub-Registrate

name of the Land-Owner herein under L.R. Khatian No. 1231 in the Land Settlement 228, under and part of Kri-Khatian No. 380, 173 & T.R./67, at present recorded in the at Mauza Sulanguri, J.L. No. 22, Touji No. 178, under and part of R.S. Khatian No. 8 of a Master Scheme Plan measuring 01 (one) Cottah 11 (eleven) Chittaks, 07 "SAID LAND" OR "DEMISED LAND" shall mean All That Plot of Land bearing Plot No. Station: New Town formerly Rajarhat P.S., District: North 24 Parganas, morefully passages provided in the said Scheme Plan abutting the Said Plot No. 10, Police Record with the BL & LRO Rajarhat, with common easement rights in all common (seven) sq. ft. be the same a little more or less, comprised in part of R.S. Dag No. 591, described in the First Schedule written hereunder.

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

submitted only by the Developer and sanctioned by the concerned Zilla Parishad North the Sanctioned Plan or Revise Plan in the name of the Owner and to be prepared / OR on the said proposed 'Amalgamated Land' as stated hereinabove. 24 Parganas on the owner "Said Land" described hereunder in the First Schedule AND shall be constructed in finished and habitable condition by the Developer confirming to "SAID BUILDING / SAID BUILDINGS" shall mean G+4 storied building or buildings as

Building/Buildings" collectively. "SAID PREMISES" shall mean the official identity of the "Said Land" with "Said 4

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

on the said "Amalgamated Land" and or "Amalgamated on the "Said Land" OR a composite Plans showing several G+4 storied buildings "SANCTIONED PLAN" shall mean "Building Plan OR Plans" for a G+4 storied building Property" as shall be



further consent from the Landowner/s and sanction by the Authorities concerned subsequently prepared by the Developer at its sole discretion without requiring any or by other Authority if so concern any And shall also mean any/or all revise plans sanctioned by the Competent Authorities such as Local Panchayet, Zilla Parisad and / prepared and submitted by the Developer at its sole discretions and own costs And be

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

back portions in the proposed building so to be constructed by the Developer on the Landowners shall be entitle to get 1222 sq. ft. total built-up area out of the total 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". areas (save and except common areas) in all the proposed buildings togetherwith hereunder written and shall mean the consideration for the residue all constructed and/or the 'Said Demised Land' described in the First Schedule and the said Owner's and undivided impartable right, title and interest as co- owners on the 'Said Land' facilities in a complete finished and in habitable conditions together with proportionate undivided common shares in all common areas common amenities and common Owner/s Said Demised Land under the First Schedule with proportionate and residential flats & garages distributed proportionately in all floors both on the front and constructed areas of the proposed building/s in the manner of several numbers of "LANDOWNER/S ALLOCATION" shall mean that the First Party herein as "Developer's Allocations" Allocation morefully and collectively described in Part - I of the Second Schedule

lieu of or exchange of cash consideration for all the rights, title and interests of the the First Schedule owner/s on the residue proportion and undivided share of the said demised land under LANDOWNER/S CONSIDERATION shall mean the Said Owner's Allocation only in





nots, severe labour disputes, and restraintion by the Order of any Court of Law, Statutory Authorities and any or all irresistible circumstances beyond the control of the FORCE MAJURE: - Shall mean any natural calamities such as floods, earth quake,

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

and other portions of the said proposed Building or Buildings togetherwith undivided proportionate residue shares of the Said Land hereunder the First Schedule as defined above exclusively allocable to the Developer. Allocation" and the common areas, all the residue flats, floors, parking places, shops "DEVELOPER'S ALLOCATION" shall means, save and except the said "Owner's

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

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

interest relating to their mutual rights and obligations for the purpose of unit/units. etc. collections and disbursements, Mutation, Formation of Association, common Building or Buildings in particular the common portions, payments of Rates & Taxes the co-owners.

"COMMON PURPOSES" shall mean the purpose of managing and maintaining the



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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

sanctioned by the competent authority. It is expressively mentioned hereby that the plans so may be prepared, submitted and obtained only by the developer and Developer and according to sanction of the Building plan and/or any revised plan or prepared by the Developer at its sole choice, discretion and at the cost of the on the said proposed "Amaigamated Land" according to building plan or plans to be herein to construct one or more building or buildings comprised on the "Said Land" OR enter upon the said land under First Schedule and also hereby permit the Developer "Amalgamated Land" at the sole choice discretion and at the cost of the Developer for said demised land hereunder the First Schedule and as mentioned hereinabove as OR composite buildings plans by joining any other adjacent land or properties with the Developer shall be fully entitled to prepare building plan in connection to the Said Land The Owner/s has/have hereby grant an exclusive License to the Developer to



obstructions thereof. It has been clearly agreed by and between the parties hereto that obtaining Completion and or Occupancy Certificate thereof as well as selling of the thereto, constructions and completions of the G+4 storied building OR buildings and that during whole time of preparations of Said Plan or Plans, and obtaining sanction interest in the said proposed Amalgamated Land and the Owner/s also hereby declare unfettered exclusive rights to the Developer to the extent of his/her/their rights, title and which the Owner/s herein declare hereby his/her/their free consent and hereby given claim any amount OR any additional constructed areas other than the said "Owner's shall be liable to pay any amount on account of such deviations Nor shall be entitle to shall be requisite by the concerned Municipal Authority. The owner however Neither Developer's own cost and expenses and by paying necessary Fees and or Fine as "Occupancy Certificate" by regularizing such deviations through revise plan at the shall be the bound and duty and responsibility of the Developer to obtain the or alterations in constructions deviating from the sanction plan are found than the it during the time of construction and or after completion of the building if any additions shall not be entitled to raise any objection and also shall not be entitled to create any "Developer's Allocation" the owner shall not interfere in anyhow by any means and Allocations" agreed and stated hereinabove and described in the Second Schedule

under the First Schedule and the said 1222 Sq.ft. total built-up areas out of the total total Built-up areas out of total constructed areas of the proposed G+4 storied now recorded in B.L & L.R.O. Records, the owner/s shall be entitle to get 1222 Sq.ft. is found and/or made out by the owner/s and also the necessary conversion certificate nature togetherwith the facilities of water and electricity connection togetherwith the described hereinabove as "Owner's Allocations" in fully complete and in habitable collectively described in Part - I of the Second Schedule hereunder written and as allocable to the owner/s shall be constructed by the Developer morefully and constructed areas of the proposed building/s in the proposed Housing Enclave buildings so to be constructed by the Developer on the Owner's Said Demised Land proportionately in all floors both on the front and back portions in all the proposed building/s in a manner of several numbers of residential flats & garages distributed First Schedule as a 'Bastu Land' as it is physically existing in place of Sali Land as is obtained in respect of change of nature and character of the property hereunder the It is agreed by and between the parties that subject to a perfect marketable title J O JAN 2019

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proportionate undivided interest or share in the Said Land hereunder the First every part thereof hereunder the First Schedule is found or made out by the First also agreed by and between the parties herein that in addition to the said Owner's brevity hereinabove and hereunder referred to as the "Owner's Allocation". It has been connection to the said Owner's Allocable portions are collectively for the sake of hereunder the First Schedule and all the rights, benefits and appurtances in Fourth Schedule and togetherwith proportionate share of the said land described togetherwith undivided proportionate shares in all common areas described in the in the proposed building or buildings and at the said Housing Enclave. The said Schedule along with common easement rights of all common areas, common facilities "Owner's Allocable Area" described consideration PROVIDED a marketable title of the entire said land and or each and Allocations the Owner shall not be entitled to any additional area and or any cash in Part - I of the Second Schedule hereto

things not herein specified may be required to be done by the Second Party and for thereof at any point of time whatsoever either before or after delivery of the Owners' implementation of this agreement and execution of the entire work of development of sign, execute and register an General Power of Attorney for the purpose of which the Second Party may need the authority of the First Party and various Allocations are made by the Developer. It is understood that to facilitate the that event shall not be entitled to raise any objections and or to create any obstructions intending Purchaser or Purchasers at any price and against such lawful terms and portions allocable to the Owner/s viz. a. viz. the said "Owners' Allocations" to any uninterruptedly entitled to exercise the aforesaid General Power of Attorney for selling all the costs and expenses on account of such registration shall be incurred by the Second Party and also of Sanjay Gupta the nominated director of the Developer and G+4 storied building and also for selling of Developer's Allocation in favour of the necessary connections and utilities therein or therefor, various acts deeds matters and construction of Development at the Project Site by the Second Party and for obtaining conditions as the Developer shall deem fit and proper and the Owner/s however, in the said land under the First Schedule and or any portions thereof save and except the of the entire constructed portions togetherwih the undivided and impartable share of Developer. It is expressively mentioned hereto that the Developer shall be Simultaneously with the execution of these presents the Owner/s herein shall



proportionate share of the land under the Developer's Allocations are conveyed to the conveyance of the flats, car parking spaces, shops and others together with undivided binding on the First Party till the "SAID PROPERTY" and the entire Housing Project is and the said Power or powers of of Attorney shall be fully valid, enforceable and Second Party herein for the time being in force and shall form a part of this agreement by the said Attorney Sri Sanjay Gupta and also any of the authorized director of the Party/Developers/Builders and/or its nominee/s shall be exercised jointly or severally powers of attorney so to be granted by the First Party/Land Owners to the Second undertake to sign and execute all such additional applications and other documents as reasonably required by the Second Party for the purpose and the First Party also shall execute any such additional Power of Attorney and/or authorization as may be purchasers and Association of Apartment Owners is registered and starts functioning fully and property developed by the Developers/Builders and that the transfer and/or the case may be on the written request made by the Second Party. The said power or reasonably required by the Second Party to be done in the matter and the First Party First Party hereby undertake to do all such acts deeds matters and things as may be Party relating to which specific provisions may not have been mentioned herein. The applications and other documents may be required to be signed or made by the First

shall hand over the said "Owners' Allocations" in the proposed building/s within 48 after the name/s of the owner/s is/are mutated and also the necessary Conversion thereof and also selling of developers allocable portion and for all practical purposes (forty-eight) months from the date of obtaining necessary sanction of the Buildings Developer shall commence the work of construction of the proposed building/s building plan or plans by the conceined authorities and after obtaining work order the obtaining sanction of the Building Plan or Plans and immediate after sanction of the Certificate is/are obtained as aforesaid by the Owner/s, the developer shall proceed for hereunder the First Schedule is found and or made out by the owner/s and immediate proposed Housing Project. Subject to availability of the marketable title of the said land Building Plans and also shall be entitled to fix sign board etc. for display of the said land for measurement of the land area for the purpose of preparation of and under the terms and conditions of this Development Agreement the First Party For the purpose of the construction and development works and completion After execution of these presents the Developer shall be entitled to enter into





the First Schedule to the Developers free from all encumbrances whatsoever has/have this day delivered the peaceful vacant possession of the Said Land under ۱,

- Development work is completed. Any dues on such accounts if found subsequently outgoings w.e.f. the date of obtaining aforesaid Conversion Certificate/s till the pay the Land Taxes payable to B.L. & L.R.O. and also Panchayet taxes and other towards development are to be borne solely by the developer who shall be liable to the building or buildings, architects fees and all other costs which may be incurred sanctioned plans, its amendments and modifications as well as entire construction of fulfilled and observed by the owner/s. It is agreed that the costs of obtaining the covered under this agreement and also under the law of land is properly and carefully and subject to all the terms, conditions, stipulations, covenants and obligations the entire said land hereunder the First Schedule hereby conferred upon the developer provided the owner/s has/have made out a perfect and indefeasible marketable title of the Developer in a finished and habitable condition free from all encumbrances shall be payable by the owner/s. The said owners allocation in the new proposed building/s shall be delivered
- Developer's Allocation and further shall be exclusively entitle to dispose of the said hereinafter for the sake of brevity referred to as the Developer's Allocations. of the Said Land hereunder the First Schedule in the manners stated hereinabove and amenities and common facilities alongwith undivided proportionate share of the Said together with undivided and proportionate shares of common areas, common portions etc. with sole and exclusive rights of the said proposed building or all buildings proportionate share of the said land described under the First Schedule viz. a viz. the allocation or any portion thereof to any person/persons, firm/firms, Developer at its own choice and discretion shall be fully entitle to withhold the said floors, shops, parking spaces etc. togetherwith the common rights and undivided share Owners' Allocation allocable to the Owner/s, the Developer other than the common any part out of the said Developer's Allocation as well as in the sell-proceeds of the discretion, And out of such sale proceeds, the owner/s however shall not be entitled to companies by way of sale/mortgage/lease against any price and/or Selami at its sole Land. The said residue pertions (other than the Owner's Allocation) of all the flats. areas shall be exclusively entitle to all residue flats, floor parking spaces and other Other than the said owner's allocable portions togetherwith the undivided

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intending purchaser for any flat/floor/ shop/ car parking space in the new proposed Conversion Certificate in respect of the nature and character of the land under the First Mutation Certificate in the name of the Owners (if not yet mutated) as well the marketable title of the said Land hereunder the First Schedule and also for obtaining the Owner/s shall be solely responsible and liable for making out perfect and demands arising out of Developer's activities in the Said Premises save and except responsible and or liable for any loss, damages, penalty and or suits, actions, claims or building or buildings on the Owner/s 'Said Land' as the Developer shall be solely damages if any arises or coming out of any dispute between the Developer and the nature. Reciprocally the Owner/s shall not be liable for any amounts and or loss or Developer's Altocation and shall have no further claims or demands of whatsoever Schedule hereto

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- obtain any earnest money and/or any finance against the Developer's Allocation from amalgamated land/amalgamated property. The Developer shall be fully entitle to the proposed building or buildings on the said land/said property or on the said owners' interest to obtain the owner's allocations as agreed hereinabove and hereto in agreement with any person/persons relating the said land without hampering the hampering the owner/s interest covered under this Agreement any intending buyer/buyers, lessee/lessees and/ or mortgagee /mortgagees without The Developer from the date hereof shall be entitle to enter into any or
- same only. However, as agreed upon by both the parties, good quality materials as for constructions, and sewerage, systems etgand the Developer shall have the right construction materials used by the Developer. Owner shall not be liable/responsible in any manner whatsoever regarding the available in the market will be used for construction of the entire building and the to do so but exclusively at its (Developer) own costs and expenses to look after the underground / overhead reservoirs, electrical and plumbing fixtures and materials used The Developer shall be entitle to appoint Architect for supervising the structural of the foundation, basements, pillars, structures, slabs, concrete
- and also for obtaining permanent connection of water supply, electricity with meter, necessary facilities to Developer for preparing submitting and obtaining sanction plan The Owner from the date hereof shall always extend and offer all possible



the said premises as and when shall be required and asked by the Developer. such necessary Applications, Declarations, Affidavits and all such documents relating the residents at the cost and expenses of the Developer, and shall sign and execute all the proposed G+4 storied buildings hazards free and in well habitable conditions for all drainage, sewerage, telephone and similar other installations needed for completion or

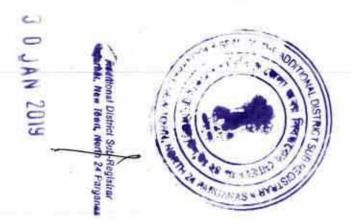
- making any such payment to any one of them either during the construction or after payment to each and all of them. The land-owner/s shall has/have no liability for appointed by the Developer and it (developer) shall be responsible for marking buildings the Architect, Engineers, other Technical experts and all work men, shall be completion of the construction or at any point of time whatsoever. For the purpose of the construction of the said new proposed building or
- accident due to carelessness of the workmen and others, victimizing such workmen or effects safe and harmless and indemnify against all suits, cause, rights and action in of construction the developer shall keep the land-owner/s, his/her/their estate and any other persons whatsoever or causing any harm to any property during the course respect of the such eventualities. It is agreed that in the event of any damage or injury arising out of any sort of
- their Advocates time to time. The Developer shall keep and preserve all such relevant for practical purposes of implementation of this agreement and for investigation of thereto. It is agreed that immediate after sanction of the Building Plan and prior to except the owners' allocable portions, by the developer without raising any objection, also in connection to the disposal and sale of any and or all units/portions of the said construction period of the proposed G+4 storied building till completion thereof and obtaining of sanctioned plan or any modification thereof during the course of the owner/s shall sign all the papers and execute documents in connection with Titles by the intending purchasers of the flats, portions in the proposed buildings or by Original Deeds of Title as well as all the relevant documents thereof to the Developer commencement of construction work, the Owner's shall deliver and handover all the G+4 storied building or buildings if so required and asked by the Developer save and Allocations shall handover all such Deeds and Documents to the Owner Association or of the development work and after transfer of all the portions under the Developer's Deeds of Title and the documents related thereto un-obliterated and upon completion It is agreed that whenever it becomes necessary and asked by the Developer,





said premises or at the amalgamated premises. Committee or Syndicate so shall be formed in the proposed Housing Enclave at the

- if this agreement is determined or terminated by either the party herein or by in effect covered under these presents and also covered under the Law of Land, if this due to non-fulfillment of all the necessary obligations on the part of the Land-owner/s or through them. However, it is clear that due to any defects in title and or defects in created either by any outsiders OR any person claiming right, title and interest under harmless from any or all suits, actions, claims and or demands of whatsoever nature indemnify and further shall cause to make indemnified the developer to keep save and of delivery of the same to the Owner/s herein . However the owner/s herein hereby defects, shall be adjusted by the Developer from the "Owner's Allocations" at the time the Owner/s herein defending or proceeding such suit/disputes and or to make such owner/s and all costs and expenses if so incurred by the Developer on and behalf of developer shall have the liberty to proceed against the same on behalf on the land owner in respect of the said landed property mentioned in the first schedule, construction, if any defect on the title is found or any suit is lodged against the land payment of the same by a written notice and in such event the physical possession of Agreement is not implemented or however not practicable to carried over and as such Land Settlement Records in respect of the nature and character of the property and or such amounts are recovered by the Developer from the Owner/s the said property hereunder the First Schedule shall remained with the Developer till expenses till then incurred by the Developer forthwith the Developer claim to have of any Court's Order/s then the Land-owner/s shall be bound to pay of all the cost and agreed by the land owner/s that in future or during the course
- is/are subject to force-majeure i.e. if the construction is prevented or interrupted due to any Government/Semi-Government/Statutory Authorities/Local Authorities and for any crisis of materials in the market and for any order made by any Court of Law and or by hereinabove for completion and the delivery of the portions allocable to the owner/s by such circumstances whereby the Developer is prevented to handover the owners' for such delivery of owners' allocations shall be extended upto a period considerable or all irresistible circumstances beyond the control of the Developer, the time specified any natural calamities such as floods, earth quake, war, riots and/or labour dispute, Both the parties hereby agreed that the time specified in clause 4 (four),



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

selling of its allocable AND/OR after the obligations of the Developer towards the any point of time either during the whole period of constructions, its completion and continuing its entire activities of construction and selling of Developer's allocation at proper implementation thereof both the parties shall endeavor to sort it out at bi-parties level. The owners hereby declare and assure the Developer not to restrain the later in beyond the agreed terms and conditions incorporation in the Agreement and/or in parties herein in the most cordial and friendly manners. If any complications arises Clause 4 (four) and Clause 14 (Fourteen) hereinabove owner/s agreed hereby are fulfilled by the Developer in the manners as stated in Agreement and in the Schedules annexed therewith have been agreed amongst the Both the parties agree that the terms and conditions contained 3





- monthly common maintenance charges in respect of the Land Owners' Allocable and payble time to time under statue and laws for the time being in force and also the nominee/s and or assignee/s also shall cause to pay the same to the extent of the Allocation to the Landowner/s by the Developer so as the Developer and or its Portions on and from the date of delivery of the possession of the Land Owner's North 24 Parganas and all other outgoings including GST and others as applicable proportionate Panchayet rates, taxes, the Rent or Khajna payable to the Collectorate Developer's Allocations. The Landowner/s hereby agrees and covenants with the Developer to pay
- and or Confirming Parties as may be required in law and also by the Developer in the Developer's Allocation in favour of the intending purchasers Agreements and/or sale deeds that may be executed for sale and transfer of the The Landowner/s shall cause to be joined such person or persons as Vendor/s
- and restrictions as regard the user and maintenance of the buildings as the other flats of his/her/their allocation, the Landowner/s shall hold the same terms and conditions purchasers of the buildings Upon the Developer constructing and delivering possession to the Landowner/s
- premises shall be subject to the same restriction on transfer and use as are applicable all occupiers of the new building or buildings which shall include the following: to the Developer's Allocation in the new buildings intended for the common benefits of The Landowners' Allocation in the new building or buildings at the
- any purpose which may cause any nuisance or hazards to the other occupiers of the new building or buildings. carrying on any obnoxious illegal and immoral trade or activity nor use thereof or for Developer's Allocation in the new building or buildings or any portion thereof for The Landowner/s shall not use or permit to use the Landowners' Allocation/
- alteration therein without the previous consent and/or permission from appropriate structure in their respective allocations or any portion thereof or made any structural authorities Landowner/s shall not demolish or permit demolition of any wall or





DEVELOPER SECOND PARTY: THE LANDOWNER FIRST PARTY DO HEREBY COVENANT WITH THE

- this agreement by the First Party/Land Owner/s. misleading shall amount to breach and default of the terms and conditions of detection of any representation as false (partially or wholly) or incorrect or perform each and every representation and the failure in such performance or Owner/s hereinabove are all true and correct and agrees and covenants to That each and every representation made by the First Party/Land
- respect of the Subject Property or any part thereof or any development to be Owners shall neither deal with, transfer, let out or create any Encumbrance in made thereat save only to the extent permitted expressly hereunder. That with effect from the date of execution hereof, the First Party/Land
- in writing of the Second Party/Developer/Builder. Agreement or any part thereof as from the date hereof without the prior consent That The First Party/Land Owners shall not be entitled to assign this
- 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. Agreement strictly without any violation and shall adhere to the stipulations of That the First Party shall implement the terms and conditions of this
- thing whereby any right of the Second Party hereunder may be affected nor and/or Transfer of the Second Party's Allocation and not to do any act deed or hindrance in the sanction/modification/alteration of Sanction Plans in terms make any claim whatsoever in any other part or portion of the Project Site hereof, construction and development at the Project Site by the Second Party except the First Party's Allocation. That the First Party/Land Owners, shall not cause any interference or
- 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 ali plans, That For all or any of the purposes contained in this agreement, the specifications, undertakings, declarations, no objections,



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disclaimers, releases, papers, documents, powers and authorities as may be lawfully or reasonably required by the Second Party from time to time.

- proceeding with the compliance of the obligations of the First Party hereunder. Party hereunder may be affected or the First Party is prevented from making or Party not to do any act deed or thing whereby any right or obligation of the First That The Second Party doth hereby agree and covenant with the First
- and/or breach of any of the said laws, Bye Laws, Rules and Regulations if made by parties herein shall attend to answer and be responsible for any deviation violation Government, Local Bodies statutory authorities as the case may be and each of the The parties shall abide by all Laws, Bye-Laws, Rules and Regulations of the
- new building or buildings or any other space or accommodation therein and shall keep working condition and repair and in particular so as not to cause any damage to the drains, pipes and other tittings and fixtures and appurtenances and floor and ceiling other occupiers of the building indemnified from and against the consequences of any etc. in each of their respective allocations in the new building or buildings in good The respective allottees shall keep the interior and external walls, sewers,
- which may render void and violable any in insurance of the new building or buildings or building/s harmless and indemnified from and against the consequence of any breach. any part thereof and shall keep the Developer and other occupiers of the said The parties hereto shall not do or cause or permit to be done any act or thing
- places of the common use in the new building or buildings and no hindrance shall be Landowner/s or by the Developer for display or otherwise in the corridors or other combustible goods or other items/materials shall be kept by the

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nominees/assignees, as the case may be shall entitled to remove the same at the risk common use in the new building or buildings and in case any such hindrance is caused in any manner in the free movement in the corridors and other places of and cost of each of them. ₹ Developer or the Landowner/s and/or their respective

- or in the compounds corridors or any other portion or portions of the new Building or buildings permit the same to be thrown or accumulated in or about the new Building or Buildings Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or
- pipes and electric wires and for new similar purposes. for the purpose of pulling down maintaining repairing and testing drains, gas and water cleaning lighting and keeping in order and good condition any common facilities and/or any part of the new building and/or for the purpose of repairing maintaining re-building owners' allocation and every part thereof for the purpose of maintenance or repairing without workmen and others at all reasonable times, to enter into and upon the The landowner/s shall permit the Developer and its servants and agents with or
- hereunder:shall cause to pay and deposits to the Developer the necessary mandatory charges as On or before taking delivery of the "Owners' Allocations" the Land Owner/s
- 3 Pay and Deposit in advance 6 months of monthly common maintenance charges.
- € from the Main Service cormestion; temporary consumption of electricity for his/her/their Owners' Allocation Pay and Deposit a sum of Rs. 10,000/- as a Security Deposit towards
- 3 Pay and Deposit a sum of Rs. 15,000/- for Security Deposit and other charged by the WBSEDCL Authority is payable by the Land Owner in respect of individual meter for the Owner's Allocable Portions
- follows:-Ø FURTHER agreed and understood between ‡ e parties hereto

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- purely for construction and delivery of the Owner's Allocable portions by the constitute as an association of persons in any manner whatsoever since it is a shall be deemed to construe as partnership between the Developer and the Developer's Allocable portion by the Developer and nothing contained herein Developer to the Landowner as well as selling of residuary areas as contained hereto and hereunto. contract made by and between the parties herein for the subject and objects Landowner in any manner nor it shall be construed that the parties hereto The Landowner/s and the Developer have entered into this agreement
- schedule hereunder written. and even in such event the Developer shall be in obligation to subsequently by and between the parties hereto that during taking delivery of his allocable under all prevailing laws for the time being in force; and it is clearly understood possession after compliance with all the obligations on the part of the portions in the Building the Landowner/s shall not raise any objection and or terms and conditions of this Agreement and under the Law Of Land and also compliance of all the obligations on the part of the Landowner/s under the the Landowners' intended and require to be made by the Developer and as specified in third finish and complete all such unfinished common portions and common facilities completed during such materials time of delivery of possession by the owner create any obstruction if some common portions and common facilities are not Developer i.e. immediately on completion of the internal finishing works of all The "Landowner's Allocation" shall be handed over with peaceful allocable portions in the new building subject to due
- damages shall be paid by the Developer at the time of delivery of Owners' in terms of the said Clause - 4 (four) stated hereinabove the said liquidated In the event the Landowner/s is/are entitled to any liquidated damages
- and/or dispute with the intending purchaser of the Developer's Allocation and/or any part thereof. commission of any act by the Developer or any of their misrepresentation The Landowner/s shall not be held responsible for any omission and/or



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- and re-possess the said premises. of the contract), the Landowner's shall be entitled to terminate this Agreement relaxations and provisions made in Clause - 4 above (the time is the essence within the stipulated time as agreed upon by virtue of these presents subject to event of failure on the part of the Developer to complete the entire project It is well agreed and understood between the parties hereto that in the
- time being in force shall be final and binding on both the parties right to appoint umpire, whose decision and award as envisaged in Indian Arbitration separate one or two Advocates or Arbitrators selected by each of the party with the shall be referred to an Advocate or Arbitrator chosen by the parties hereto or such implementing this agreement or facing true interpretation to the terms herein, the same Conciliation 1996 as Amendment Act 2015 and also all its modifications for the if any disputes or differences arises between the

THE FIRST SCHEDULE ABOVE REFERRED TO:

(The "Said Land"/"Demised Land" Owned by the Vendor herein)

said Plot is butted and bounded as follows: _ * · City) at present under A.D.S.R Rajarhat, New Town, District: North 24 Parganas. The Sub- Ragistration Office: Additional District Sub- Registrar Bidhannagar (Salt Lake Jyangra-Hatiara Gram Panchayet-II, Police Station: New Town formerly Rajarhat P.S., adjacent common passages as existing at present abutting the said plot, local limit of Settlement Record with the BL & LRO Rajarfiat, with common easement rights in recorded in the name of the Owner herein under L.R. Khatian No. 1231 in the Land at Mauza Sulanguri, J.L. No. 22, Touji No. 178, under and Part of R.S. Khatian No ft. be the same a little more or less, comprised in part of R.S. as well L.R. Dag No.591, Master Scheme Plan measuring 01 (one) Cottah 11 (eleven) Chittaks, 07 (seven) sq. 228, subsequently under and part of Kri-Khatian No. 380, 173 & T.R./67, at present ALL THAT piece of parcel of "Sali" Land consisting of a plot being Plot No. 8

ON THE NORTH : By Scheme Plan Plot No. 10;

ON THE SOUTH : By Scheme Plan Plot No. 06;

ON THE EAST By 6' feet wide Kancha Common Passage;

ON THE WEST By land in part of L.R Dag No. 590.



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THE SECOND SCHEDULE REFERRED TO ABOVE:

(The Said Owner's Allocation)

(Part - I)

complete finished and in habitable conditions said Demised Land descried in the First Schedule hereinabove. undivided impartable right, title and interest as co-owners on the said land and or the common shares in all common areas common amenities and common facilities in a proposed building so to be constructed by the Developer on the Owner's Said distributed proportionately in all floors both on the front and back portions in the proposed building/s in the manner of several numbers of residential flats & garages Demised Land under the First Schedule Togetherwith proportionate undivided ALL THAT 1222 sq. ft total built-up area out of the total constructed areas of the Togetherwith proportionate and

Part - II Referred To Above:

(Developer's Allocation)

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

THE THIRD SCHEDULE ABOVE REFERRED TO

SPECIFICATION

1. DOOR & WINDOW

would be flush doors made of commercial ply (Brahmaputrra ply or any other co. of the All doorframes (size 4" x 2 1/2") would be made of Malaysian Sal wood , doors shutter



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enamel paint (Berger Co.). made of steel with glass panel. All doors and windows would be painted with white and there would not have any lock in kitchen and bathrooms. All windows would be mortise locks (Glider 4 Levers). Main door would be fitted with Godrej night latch lock same rate) main door thickness 32 mm and all other doors thickness 30 mm fitted with

FLOORING

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

SANITARY & PLUMBING

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

KITCHEN

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

- ELECTRICAL WIRING
 Concealed wiring in all flats (Copper electrical wire, Rajdhani or J.J.)
- Each flat will be provided with the following electrical points:

(All switches Preetam Sleek & all board cover Bakelite)

Bed room (each)

__3_Light points 1 AC Point

1 Fan point

2 Plug point (5 Amp.)

3 Light points

1 Fan point

1 Plug point (15 Amp.)

1 Plug point (5 Amp.)

ii) Dining/Drawing





iii) Kitchen

1 Light point

Exhaust Fan Point

1 Plug point (15 Amp.)

iv) Toilet

1 Light point

v) Verandah

1 Light point

Exhaust Fan Point

vi) W. C. (Toilet)

1 Light point

vii) Entrance

1 Door-bell point

WATER

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

PAINTING

Plaster of Paris inside walls.

00 **OUTSIDE PAINTING**

Snowcem 2 coats painting.

9. RAILING OF STAIR CASE : Railing of iron

10. STAIR CASE PAINTING

Plaster of Paris

= LIFT

One MCD (Manual Collapsible Door) lift

In each Block

THE FOURTH SCHEDULE REFERRED TO :

- Staircase of all the floors of the said G+4 storied building -
- to the ground floor. Common landings with lift, Common passage including main entrance leading
- volts Motor and Water pump. Water tank, overhead tank and water supply line from Deep Tube-well with 440
- Common toilet on the ground floor.
- Common Caretaker's room.
- Meter space

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

COMMON EXPENSES:

repainting of the common portions and areas in the building including the outer walls and boundary walls of the building. All expenses for the maintenance, operating replacing repairing renovating and



installations comprised in the common portion including the cost of repairing, replacing and renovating the same. All the expenses for running and operating all machinery equipments ď.

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



41-

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

In the presence of:-SIGNED, SEALED AND DELIVERED By the OWNER at Kolkata

- S/o. Late Sandip Sinha 171/B APC Road, P.S. - Shyampukur, Kol - 700004 P.O.- Shyambazar, Sumit Sinha
- 2 Basisel Morbel

OWNER

SIGNED, SEALED AND DELIVERED In the presence of:-By the DEVELOPER at Kolkata

1. Somit Sinha

Basidel Morola

URGA CONSTRUCTION PVT. LTD.

Director

DEVELOPER

Drafted by:

Bhaber F-5631547189 ral/ansimal/ay



SPECIMEN FORM FOR TEN FINGER PRINRTS

	1				Sital Show									Executants/Presentants	Signature of the	
Inumo	Thumb		Little			Thumb			Little			Thumb			Little	
Fore		R	Ring	E		Fore	R		Ring	I		Fore	R		Ring	1
ammar		RIGHT HAND	Middle	LEFT HAND		Middle	RIGHT HAND		Middle	LEFT HAND	0	Middle	RIGHT HAND		Middle	LEFT HAND
SE GO		Ð	Fore	D		Ring	I D		Fore	D		Ring	ID 5		Fore	D
TARRE	Little		Thumb			Little			Thumb			Little			Thumb	

Additional Destrict Sub-Rodistral



Govt. of West Bengal

Directorate of Registration & Stamp Revenue e-Challan

GRN: GRN Date: 19-201819-033646063-1

30/01/2019 10:30:03

Bank: HDFC Bank

Payment Mode

Online Payment

BRN: 704650802

BRN Date: 30/01/2019 10:31:45

DEPOSITOR'S DETAILS

Id No.: 15230000147177/3/2019

[Query No./Query Year]

+91 9331018602

Name: Contact No. : 9331018602 Sanjay Gupta

AD169 Sector 1 Salt Lake City Mobile No. :

Applicant Name:

Address: E-mail:

Office Name: Mr SANJAY GUPTA

Office Address:

Status of Depositor: Buyer/Claimants

Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement Payment No 3

PAYMENT DETAILS

Prop Prop Fees	4941		Total	- 4	
Identification Head of A/C No. Description 15230000147177/3/2019 Property Registration- Stamp duty	ю	0030-03-104-001-16	Property Registration- Registration Fees	30	2
No. Description	4920	0030-02-103-003-02	Property Registration- Stamp duty	200	-1
	Amount[₹]	Head of A/C	Head of A/C Description	Identification No.	No.



Pigi

Major Information of the Deed

Deed No:	1-1523-01083/2019	Date of Registration	30/01/2019
Query No / Year	1523-0000147177/2019	Office where deed is registered	gistered
Query Date	28/01/2019 11:44:23 AM	A.D.S.R. RAJARHAT, District	strict: North 24-Parganas
Applicant Name, Address & Other Details	SANJAY GUPTA DWARKA VEDMANI, AD-169, SALT LAKE CITY, SECTOR-I, Thana: North Bidhannagar, District: North 24-Parganas, WEST BENGAL, PIN - 700064, Mobile No. 9331018602, Status: Buyer/Claimant	T LAKE CITY, SECTOR-I,Th ganas, WEST BENGAL, PIN	uana : North u - 700064, Mobile No. :
Transaction	A CHARLES OF THE STREET	Additional Transaction	
[0110] Sale, Development / agreement	[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Agreement [No of Agreement	vable Property, ment : 2]
Set Forth value		Market Value	
		Rs. 14,00,208/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 5,020/- (Article:48(g))		Rs. 21/- (Article:E, E)	
Remarks			

Land Details :

District North 24-Parganas, P.S.- Rajarhat, Gram Panchayat JANGRAHATIARA-II, Mouza: Sulanguri Pin Code: 700159

	14,00,208 /-	-10	2.8004Dec			Grand Total:	Grand	
Width of Approach Road: 6 Ft.	14,00,208/-		1 Katha 11 Chatak 7 Sq Ft	Shali	Bastu	LR-1231	L1 LR-591	- 5
Other Details	SetForth Market // Value (In Rs.)	SetForth Value (In Rs.)	Area of Land SetFort	Use ROR	Land Use Proposed RC	Khatian Number	Plot Number	Sch

Land Lord Details:

		_	S S
5 No,Dr. Suresh Sarkar Road, P.O:- Entally, P.S:- Entaly, District:-South 24-Parganas, West	Mrs SITAL SHAW Wife of Mr Ajoy Shaw Executed by: Self, Date of Execution: 30/01/2019 , Admitted by: Self, Date of Admission: 30/01/2019 ,Place : Office	Name	SI Name,Address,Photo,Finger print and Signature
DO:- Entally		Photo	orint and Signat
30/01/2019 LTI		Fringerprint	ure
30/01/2019	Sital Shaw	Signature	

Major Information of the Deed :- I-1523-01083/2019-30/01/2019



Developer Details :

LAKS	No S	
ASTDURGA CONSTRUCTION PRIVATE LIMITED Dwarks Vedmani, AD-169, Salt Lake City, Sector-I, P.O Bidhannagar, P.S North Bidhannagar, District-North 24-Parganas, West Bengal, India, 700064, PAN No.: AALCA5946M, Status Organization, Executed by: Representative	Name, Address, Photo, Finger print and Signature	

PIN-

Representative Details:

Sand Simba	Mr Sumit Sinha Son of Late Sandip Sinha 171/B, APC Road, Shyambazar, P.O Shyambazar, P.S Shyampukur, DistrictKolkata, West Bengal, India, PIN - 700004, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Mrs SITAL SHAW, Mr SANJAY GUPTA	Name & address	Identified Details .
30/01/2019	st Bengal, India, PIN - s SITAL SHAW, Mr SANJAY		

Transfer of property for L1

SI.No From

Mrs SITAL SHAW

ASTDURGA CONSTRUCTION PRIVATE LIMITED-2.80042 Dec

To. with area (Name-Area)

Major Information of the Deed :- I-1523-01083/2019-30/01/2019



(6)

Land Details as per Land Record

District: North 24-Parganas, P.S.-Rajarhat, Gram Panchayat, JANGRAHATIARA-II, Mouza: Sulanguri Pin Code: 700159

Acre,	L1 LR Plot No:- 591, LR Khatian Owner শভি, ভিদ্যোলা অসম স No:- 1231 Address:অধিলীলগর, কোলকাতা-59 , Classification:মালি, Area:0.03000000	
		as selected by Applicant

Endorsement For Deed Number: 1 - 152301083 / 2019

On 29-01-2019

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 14,00,208/-



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

On 30-01-2019

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

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

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

Presented for registration at 13:16 hrs on 30-01-2019, at the Office of the A.D.S.R. RAJARHAT by Mr SANJAY

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

Execution is admitted on 30/01/2019 by Mrs SITAL SHAW, Wife of Mr Ajoy Shaw, 5 No.Dr. Suresh Sarkar Road, P.O. Entally, Thana: Entally, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by Profession

Indetified by Mr Sumit Sinha, . . Son of Late Sandip Sinha, 171/B, APC Road,Shyambazar, P.O: Shyambazar, Thana. Shyampukur, . Kolkata, WEST BENGAL, India, PIN - 700004, by caste Hindu, by profession Service

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

Execution is admitted on 30-01-2019 by Mr SANJAY GUPTA, Director, ASTDURGA CONSTRUCTION PRIVATE LIMITED, Dwarka Vedmani, AD-169, Salt Lake City,

Indetified by Mr Sumit Sinha, , , Son of Late Sandip Sinha, 171/B, APC Road Shyambazar, P.O. Shyambazar, Thana Shyampukur, , Kolkata, WEST BENGAL, India, PIN - 700004, by caste Hindu, by profession Service Sector-I, P.O:- Bidhannagar, P.S:- North Bidhannagar, District-North 24-Parganas, West Bengal, India, PIN - 700064

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 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/01/2019 10:31AM with Govt. Ref. No. 192018190336460631 on 30-01-2019, Amount Rs. 21/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 704650802 on 30-01-2019, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-1523-01083/2019-30/01/2019



Fayment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 4,920/Description of Stamp

Stamp: Type: Impressed, Serial no 802, Amount Rs. 100/-, Date of Purchase: 05/12/2018, Vendor name: Mita Dutta Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/01/2019.
 10:31AM with Govt. Ref. No. 192018190336460631 on 30-01-2019, Amount Rs. 4,920/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 704650802 on 30-01-2019, Head of Account 0030-02-103-003-02

WOOD OF

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

Major Information of the Deed :- I-1523-01083/2019-30/01/2019



THE STATE OF THE S

आयकर विमाग

INCOME TAX DEPARTMENT

SITAL SHAW

DULYA SHAW

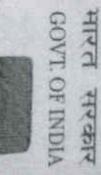
24/04/1982

Permanent Account Numbe

FIMPS6360E

Sital Show







Sital Shaw





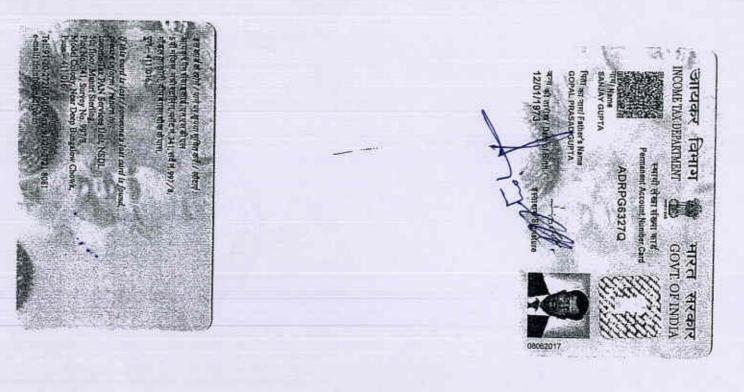
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As the edite track is least found; fromly inflated from Tax Pa N Survives of high CH HAS Plate No. 3. No. 400 M. 1. The Belleming No. 4. No. 4. Started Admit CH. प्रत्याच्याते व्यावन्त्रीय वास्त्रीत्व वर्षे वर्षेत्रीत्व वर्षेत्रीत्व वर्षेत्रीत्व वर्षेत्रीत्व वर्षेत्रीत्व क्ष्माच्याते वर्षेत्र वर्षेत्रीत्व कृष्णिक्षात्रीत्व वर्षेत्रीत्व कृष्णिक्षात्रीत्व कृष्णिक्षात्रीत्व कृष्णिक कर्षेत्र कृष्णिक कृष्णिक्षात्रीत्रीत्रीत्रीत्व कृष्णिक्षात्रीत्रीत्रीत्व कृष्णिक्षात्रीत्रीत्रीत्रीत्व कृष्णिक

Sumit Simba





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2019, Page from 49155 to 49199

being No 152301083 for the year 2019.



Digitally signed by SANJOY BASAK Date: 2019.02.01 16:40:18 +05:30 Reason: Digital Signing of Deed.

Baran

(Sanjoy Basak) 01-02-2019 4:40:00 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT West Bengal.

(This document is digitally signed.)