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DEVELOPMENT AGREEMENT

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BETWEEN

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টতারী বাবাকপুর তেডাৰ-মিতা দুব্র ठालान न (मिंह हो जा जा जा जा विधान नगत (मण्डलक निक्क) अ. वि. अम. जात. ४ ঞেতার নাম ষ্ট্রান্স ছেন্ডার স্বাক্স AD-168, 2 2 NOV 2017

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administrator, representatives and assigns and nominee or nominees) of the FIRST the context the "OWNERVENDOR" (which expression shall unless excluded by or repugnant to Sur Road, P.O & P.S.: Tangra, Kolkata-700 015, hereinafter referred to and called as by Nationality Indian, by faith Hindu, by occupation Housewife, residing at 19/E, Atal MRS. JULY DEBI SHAW (having PAN: DMJPS0948P) wife of Mr. Shambhu Shaw, be deemed to mean and include her successors, executors

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of Mr. Gopal Prasad Gupta hereinafter referred to as the 'DEVELOPER' (which represented by its Director MR. SANJAY GUPTA (having PAN: ADRPG6327Q) son at Dwarka Vedmani, AD -- 169, Sait Lake City, Sector -- 1, Kolkata -- 700 064 Company incorporated under Indian Companies Act, 1956 having its registered office representatives, and assigns) of the SECOND PART: includes its successor or successors at office, administrators, executors, legal expression unless excluded by or repugnant to the context be deemed to mean and M/S. ASTDURGA CONSTRUCTION PYT. LTD. (having PAN - AALCA5946M) a

WHEREAS THE OWNER HAS REPRESENTED TO THE DEVELOPER :

- and to Renuka Bala Seal being Benamder of Anil Chandra Seal free from all North 24 Parganas, to Makhan Lat Seal being Benamder of Kartick Chandra Seal 178, Police Station: Rajarhat at present P.S. New Town, District: 24 Parganas now under severat Khatians, all at Mauza Sulanguri, J.L. No. 22, R.S. No. 196, Touji No. several Sali/Agriculture landed properties total admeasuring more or less 30.41 acres Principal Landlord Roy Bahadur Kanai Lal Nandi sold, transferred and conveyed Volume No. 35, Pages 261 to 270, Being No. 2115 for the year 1956, the erstwhile Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, encumbrances whatsoever. By a registered Deed of Conveyance dated 07.03.1956 duly registered at
- enjoyment thereof, on or about 1967 and 1969 the said Kartick Chandra Seal and Sri Bala Seal thus became seized and possessed the aforesaid properties and while in Since after the aforesaid purchase the said Makhan Lal Seal and Renuka

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

Conveyance dated 30.11.1972 duly registered at the Sub- Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 12, Pages 27 to 29, 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 and transferred free from all encumbrances, All That piece or parcel of Sali Land Anil Chandra Seal being the owners thereof therein as the Vendors sold, conveyed (Deed) No. 4770 for the year 1972, the said Sri Kartick Chandra Seal and said Sri Registration Office at Cossipore, Dum Dum and recorded in Book No. 1, Being such purchase while in seized and possesses 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 ohe Sri Narayan Chandra Chakraborty Dags all at Mauza Sulanguri, Police Station: Rajarhat at present P.S. New Town, That piece or parcel of Sali Land total admeasuring 1.32 acre in Part of said five from all encumbrances, the entirety of his aforesaid purchased properties being All being the owner thereof therein as the Vendor sold, conveyed and transferred free Being (Deed) No. 4791 for the year 1972, the said Sn Narayan Chandra Chakraborty 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 Sub-





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

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



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

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





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part of R.S. Dag No. 596 total admeasuring 0.66 acre in Part of said three Dags all 0.03 acre comprised in part of R.S. Dag Nos. 588 and also 0.05 acre comprised in the entirety of her aforesaid purchased properties being. All That piece or parcel of therein as the Vendor sold, conveyed and transferred free from all encumbrances, described in the Schedule thereunder unto and in favour of one Sri Narayan Chandra present P.S. New Town, District: 24 Parganas now North 24 Parganas, morefully under R.S. Khatian No. 228, all at Mauza Sulanguri, Police Station: Rajarhat at Sali Land measuring about 0.58 acre comprised in part of R.S. Dag Nos. 580 and No. 5979 for the year 1976, the said Smt. Jaya Ghosh being the owner thereof Halder therein called as the Purchaser free from all encumbrances whatsoever.

plots to the prospective buyers intending to purchase the plot/s; some small demarcated plots under a scheme plan for the purpose of selling the possessed thereof, the said Narayan Chandra Halder sub-divided the same whatever and also free from all encumbrances whatsoever and; while seized and thereof without being interrupted by any person whomsoever and or from any corner present New Town, District: North 24 Parganas, and became seized and possessed Sali Land all lying and situated at Mouza Sulanguri, Police Station: Rajarhat at Narayan Chandra Halder thus became the owner of total 1.98 (0.66+1.32) acre of 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 two

over the Common Passages and all others rights and benefits in connection thereto comprised in part of R.S. Dag No. 591, togetherwith common easement rights on and 02 (two) Cottah 01 (one) Chittak, 07 (seven) sq. ft. be the same a little more or less marked as Scheme Plan Plot No.6, under the said scheme plan measuring area about properties a portion thereof being ALL THAT piece or parcel of "Sall" land being conveyed and transferred free from all encumbrances, out of his aforesaid purchased said Sri Narayan Chandra Halder being the owner thereof therein as the Vendor sold Volume No. 08, Pages 9972 to 9990, Being (Deed) No. 08443 for the year 2008, the District Sub- Registrar Bidhannagar Salt Lake City, and recorded in Book No. 1, C.D. Deed of Conveyance dated 13.07.2004 duly registered at the Office of the Additional R.S. Khatjan No. 228 and Kri-Khatjan No. 380, 173 & T.R./67, Touzi No. 178, Police lying and situated at Mauza Sulangun, J.L. No. 22, R.S. No. 176, under and Part of While in enjoyment of his aforesaid properties free from all encumbrances, by a 3 0 JAN 2UIS



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particularly described in the Schedule written therein unto and in favour of Mrs. July consideration mentioned therein. Station- Rajarhat now New Town P.S., District: North 24 Parganas morefully and Shaw the Owner herein therein referred to as the Purchaser at the valuable

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the Land Settlement Record with the BL & LRO Rajarhat, Police Station: New Town Sulanguri, J.L. No. 22, Touji No. 178, R.S. No. 176, under and Part of R.S. Khatian herein is/are seized and possessed of his/her/their said Plot of Land area about obstructions by or from any person or of and from any comer whatsoever, possessed of and or well and sufficiently entitle to his/her/their 'Said Land' as the the "SAID LAND"/"SAID PROPERTY" and the Owner/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 present recorded in the name of the Owner herein under L.R. Khatian No. 1230 in common passages provided in the said Scheme Plan abutting the Said Plot No. 6, at No. 228 and Kri-Khatian No. 380, 173 & T.R./67, with common easement rights in all more or less, comprised in part of R.S. Dag No. 591, lying and situated at Mauza measuring 02 (two) Cottah 01 (one) Chittaks, 07 (seven) sq. ft. be the same a little Owner/s under the Since by virtue of the aforesaid registered Deed of Conveyance the Owner/s State Government without any interruptions and

K. The Owner's Representations:

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



authority or authorities effecting the Owner's property described in the First Schedule requisitions whatsoever and the Owner herein did not receive any notice from any ۰,

- 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 and/or no steps have yet been taken in execution of any certificate at the instance of 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 Court Order or under 'SARFAESI'; the Income Tax and/or Wealth Tax and/or Estate Duty Authorities and under any Tax Authorities or Department or Departments or under the provisions of the Public That to the best of the Owner's knowledge, the 'Said Property' under the First
- iv) There is no Tenant in the said Property.
- \$ Property' There is no Temple, Mosque, Debattur or Burial Ground within the
- 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

the sole responsibility and discretion of the Developer. building on the 'Said Land' at the sole costs and expenses of the developer and at Schedule hereunder for the purpose of development and construction of proposed 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 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 WHEREAS the Owner/Vendor herein is/are in need <u>q</u> residential

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



plots hereunder the First Schedule for development and construction of a Housing with the several Land Owner/s of some other plots beside and surroundings the 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 Enclave comprised of several numbers of buildings in the locality. selling of residential self-contained flats with car parking facilities and commercial

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

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

contrary and/or repugnant to the context have the following meanings:

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





the Said Plot No. 6, Police Station: New Town formerly Rajarhat P.S., District: North at present recorded in the name of the Land-Owner herein under L.R. Khatian No. No. 228, under R.S. No. 176, under and part of Kri-Khatian No. 380, 173 & T.R./67, 591, at Mauza Sulanguri, J.L. No. 22, Touji No. 178, under and part of R.S. Khatian No. 6 of a Master Scheme Plan measuring 02 (two) Cottah 01 (one) Chittaks, 07 24 Parganas, morefully described in the First Schedule written hereunder. easement rights in all common passages provided in the said Scheme Plan abutting (seven) sq. ft. be the same a little more or less, comprised in part of R.S. 1230 in the Land Settlement Record with the BL & LRO Rajarhat, with common "SAID LAND" OR "DEMISED LAND" shall mean All That Plot of Land bearing Plot Dag No.

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

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

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

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

building on the "Said Land" OR a composite Plans showing several G+4 storied "SANCTIONED PLAN" shall mean "Building Plan OR Plans" for a G+4 storied



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

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

proportionate and undivided impartable right, title and interest as co- owners on the and back portions in the proposed building so to be constructed by the Developer on residential flats & garages distributed proportionately in all floors both on the front 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 referred to as the "Developer's Allocations" land under the First Schedule collectively allocable to the Developer (hereinafter togetherwith residue undivided impartable proportionate share of the entire demised constructed areas (save and except common areas) in all the proposed buildings Schedule hereunder written and shall mean the consideration for the residue all said Owner's Allocation morefully and collectively described in Part – I of the Second undivided common shares in all common areas common amenities and common the Owner/s Said Demised Land under the First Schedule with proportionate and Landowners shall be entitle to get 1492 sq. ft, total built-up area out of the tota 'Said Land' and/or the 'Said Demised Land' described in the First Schedule and the a complete finished and in habitable conditions together with

LANDOWNER/S CONSIDERATION shall mean the Said Owner's Allocation only in lieu of or exchange of cash consideration for all the rights, title and interests of the

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owner/s on the residue proportion and undivided share of the said demised land under the First Schedule.

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

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

defined above exclusively allocable to the Developer. proportionate residue shares of the Said Land hereunder the First Schedule as and other portions of the said proposed Building or Buildings togetherwith undivided 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

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

upkeepment of the building or buildings and the expenses for the common purposes 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 of the co-owners.



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

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

"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:

herein to construct one or more building or buildings comprised on the "Said Land" enter upon the said land under First Schedule and also hereby permit the Developer be prepared by the Developer at its sole choice, discretion and at the cost of the OR on the said proposed "Amalgamated Land" according to building plan or plans to Developer and according to sanction of the Building plan and/or any revised plan or The Owner/s has/have hereby grant an exclusive License to the Developer to 3 O JAN 2019



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

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distributed proportionately in all floors both on the front and back portions in all the storied building/s in a manner of several numbers of residential flats & garages get 1492 Sq.ft. total Built-up areas out of total constructed areas of the proposed G+4 Sali Land as now recorded in B.L & L.R.O. Records, the owner/s shall be entitle to hereunder the First Schedule as a 'Bastu Land' as it is physically existing in place of certificate is obtained in respect of change of nature and character of the property title is found and/or made out by the owner/s and also the necessary conversion proposed buildings so to be constructed by the Developer on the Owner's It is agreed by and between the parties that subject to a perfect marketable



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brevity hereinabove and hereunder referred to as the "Owner's Allocation". It has togetherwith undivided proportionate shares in all common areas described in the said "Owner's Allocable Area" described in Part - I of the Second Schedule hereto facilities in the proposed building or buildings and at the said Housing Enclave. Schedule along with common easement rights of all common areas, common proportionate undivided interest or share in the Said Land hereunder the First 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 Enclave allocable to the owner/s shall be constructed by the Developer morefully and out of the total constructed areas of the proposed building/s in the proposed Housing Demised Land under the First Schedule and the said 1492 Sq.ft. total built-up areas cash consideration PROVIDED a marketable title of the entire said land and or each Owner's Allocations the Owner shall not be entitled to any additional area and or any been also agreed by and between the parties herein that in addition to the said connection to the said Owner's Allocable portions are collectively for the sake of Fourth Schedule and togetherwith proportionate share of the said land described and every part thereof hereunder the First Schedute is found or made out by the First the First Schedule and all the rights, benefits and appurtances

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in that event shall not be entitled to raise any objections and or to create any and conditions as the Developer shall deem fit and proper and the Owner's however, to any intending Purchaser or Purchasers at any price and against such lawful terms except the portions allocable to the Owner/s viz. a. viz. the said "Owners' Allocations" share of the said land under the First Schedule and or any portions thereof save and selling of the entire constructed portions togetherwih the undivided and impartable uninterruptedly entitled to exercise the aforesaid General Power of Attorney for Developer. It is expressively mentioned hereto that the Developer shall all the costs and expenses on account of such registration shall be incurred by the Second Party and also of Sanjay Gupte-the nominated director of the Developer and G+4 storied building and also for selling of Developer's Allocation in favour of the implementation of this agreement and execution of the entire work of development of execute and register an General Power of Attorney for the purpose Simultaneously with the execution of these presents the Owner/s herein shall



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

shall proceed for obtaining sanction of the Building Plan or Plans and immediate after Conversion Certificate is/are obtained as aforesaid by the Owner/s, the developer immediate after the name/s of the owner/s is/are mutated and also the necessary land hereunder the First Schedule is found and or made out by the owner/s and proposed Housing Project. Subject to availability of the marketable title of the said Building Plans and also shall be entitled to fix sign board etc. for display of the the said land for measurement of the land area for the purpose of preparation of sanction of the building plan or plans by the concerned authorities and after obtaining After execution of these presents the Developer shall be entitled to enter into



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all practical purposes and under the terms and conditions of this Development works and completion thereof and also selling of developers allocable portion and for sanction of the Buildings Plan. For the purpose of the construction and development building/s within 48 (forty-eight) months from the date of obtaining necessary building/s and shall hand over the said "Owners' Allocations" in the proposed work order the Developer shall commence the work of construction of the proposed encumbrances whatsoever. possession of the Said Land under the First Schedule to the Developers free from all Agreement the First Party has/have this day delivered the peaceful vacant

- and carefully fulfilled and observed by the owner/s. It is agreed that the costs of developer and subject to all the terms, conditions, stipulations, covenants and of the entire said land hereunder the First Schedule hereby conferred upon the provided the owner/s has/have made out a perfect and indefeasible marketable title by the Developer in a finished and habitable condition free from all encumbrances subsequently shall be payable by the owner. and other outgoings w.e.f. the date of obtaining aforesaid Conversion Certificate/s till obtaining the sanctioned plans, its amendments and modifications as well as entire obligations covered under this agreement and also under the law of land is properly the Development work is completed. Any dues on such accounts if found be liable to pay the Land Taxes payable to B.L. & L.R.O. and also Panchayet taxes be incurred towards development are to be bome solely by the developer who shall construction of the building or buildings, architects fees and all other costs which may The said owners allocation in the new proposed building/s shall be delivered
- buildings together with undivided and proportionate shares of common areas portions etc. with sole and exclusive rights of the said proposed building or all areas shall be exclusively entitle to all residue flats, floor parking spaces and other Owners' Allocation allocable to the Owner/s, the Developer other than the common proportionate share of the said land described under the First Schedule viz. a viz. the flats, floors, shops, parking spaces etc. togetherwith the common rights and the Said Land. The said residue portions (other than the Owner's Allocation) of all the common amenities and common facilities alongwith undivided proportionate share of undivided share of the Said Land hereunder the First Schedule in the manners stated Other than the said owner's allocable pointons togetherwith the undivided





withhold the said Developer's Allocation and further shall be exclusively entitle to at its sole discretion, And out of such sale proceeds, the owner/s however shall not company/ companies by way of sale/mortgage/lease against any price and/or Selami dispose of the said allocation or any portion thereof to any person/persons, firm/firms Allocations. The Developer at its own choice and discretion shall be fully entitle to well the Conversion Certificate in respect of the nature and character of the land for obtaining Mutation Certificate in the name of the Owners (if not yet mutated) as perfect and marketable title of the said Land hereunder the First Schedule and also save and except the Owner/s shall be solely responsible and liable for making out actions, claims or demands arising out of Developer's activities in the Said Premises shall be solely responsible and or liable for any loss, damages, penalty and or suits, the new proposed building or buildings on the Owner/s 'Said Land' as the Developer Developer and the intending purchaser for any flat/floor/ shop/ car parking space in and or loss or damages if any arises or coming out of any dispute between the of whatsoever nature. Reciprocally the Owner/s shall not be liable for any amounts proceeds of the Developer's Allocation and shall have no further claims or demands be entitled to any part out of the said Developer's Allocation as well as in the selfhereinabove and hereinafter for the sake of brevity referred to as the Developer's under the First Schedule hereto.

- in the proposed building or buildings on the said land/said property or on the said obtain any earnest money and/or any finance against the Developer's Allocation from amalgamated land/amalgamated property. The Developer shall be fully entitle owners' interest to obtain the owner's allocations as agreed hereinabove and hereto 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 all
- structural constructions of the foundation, basements, pillars, structures, slabs expenses to look after the same only. However, as agreed upon by both the parties shall have the right to do so but exclusively at its (Developer) own costs and materials used for constructions, and sewerage, systems etc. and the Developer concrete, underground / overhead reservoirs, electrical and plumbing fixtures and The Developer shall be entitle to appoint Architect for supervising the



whatsoever regarding the construction materials used by the Developer. entire building and the Owner shall not be liable/responsible in any manner good quality materials as available in the market will be used for construction of the 4

- documents relating the said premises as and when shall be required and asked by for all the residents at the cost and expenses of the Developer, and shall sign and or the proposed G+4 storied buildings hazards free and in well habitable conditions drainage, sewerage, telephone and similar other installations needed for completion and also for obtaining permanent connection of water supply, electricity with meter, necessary facilities to Developer for preparing submitting and obtaining sanction plan execute all such necessary Applications, Declarations, Affidavits and all such The Owner from the date hereof shall always extend and offer all possible
- appointed by the Developer and it (developer) shall be responsible for marking completion of the construction or at any point of time whatsoever 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 buildings the Architect, Engineers, other Technical experts and all work men, shall be For the purpose of the construction of the said new proposed building or
- action in respect of the such eventualities. and effects safe and harmless and indemnify against all suits, cause, rights and course of construction the developer shall keep the land-owner's, his/her/their estate or any other persons whatsoever or causing any harm to any property during the accident due to carelessness of the workmen and others, victimizing such workmen It is agreed that in the event of any damage or injury arising out of any sort of ...
- G+4 storied building or buildings if so required and asked by the Developer save and 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 except the owners' allocable portions, by the developer without raising any objection, it is agreed that whenever it becomes necessary and asked by the Developer,

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relevant Deeds of Title and the documents related thereto un-obliterated and upon by their Advocates time to time. The Developer shall keep and preserve all Titles by the intending purchasers of the flats, portions in the proposed buildings or for practical purposes of implementation of this agreement and for investigation of 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 thereto. It is agreed that immediate after sanction of the Building Plan and prior to Enclave at the said premises or at the amalgamated premises Association or Committee or Syndicate so shall be formed in the proposed Housing Developer's Allocations shall handover all such Deeds and Documents to the Owner completion of the development work and after transfer of all the portions under the

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



considerable by such circumstances whereby the Developer is and for any or all irresistible circumstances beyond the control of the Developer, the and or by any Government/Semi-Government/Statutory Authorities/Local Authorities dispute, crisis of materials in the market and for any order made by any Court of Law is/are subject to force-majeure i.e. if the construction is prevented or interrupted due hereinabove for completion and the delivery of the portions allocable to the owner/s the possession of the unit/units out of the developer's allocations to the intending stated herein shall not be liable for breach of this contract, nevertheless shall be noticed period of 15 days, the Developer after fulfilling its obligation in a manner as allocable portions within 15 days from the date of such intimation, AND in failure or Owner/s through Registered Post offering the Owner for taking delivery of Owners' specified period complete the Owners' allocable portions and shall intimate the prevented by the circumstances in the manners stated hereinabove shall within the (four) hereinabove. It is expressively mentioned hereby that the Developer unless handover the owners' allocable said portions within the period specified in clause 4 time specified for such delivery of owners' allocations shall be extended upto a period to any natural calamities such as floods, earth quake, war, riots and/or labour and transaction for its legal interpretation. read and interpreted analogously considering both the documents a single document by the Landowners is in relation to this Development agreement, the same shall be it mentioned hereto that since the said General Power of attorney so to be executed objections or create any obstructions by any means in any manners whatsoever. Be amalgamated premises and the owner/s herein shall not be entitled to raise any of Transfer in favour of any purchaser or purchasers in respect of and to the extent of execute and register any conveyance or conveyances and or any kind of lawful Deed purchaser and or the purchasers or lessee, lessees with fully entitle to prepare absolute rights and authority to dispose of the developers allocations by handing over means-profit whatsoever and further shall be entitle to continue with exercising of its responsible and or liable to pay any amount on account of damages, penalty and or negligence on the part of the Owner/s to take delivery their allocation within said Developer's allocation in the Said Premises and in the said proposed Both the parties hereby agreed that the time specified in clause 4 prevented to

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Agreement and in the Schedules annexed therewith have been agreed amongst the Both the parties agree that the terms and conditions contained in





completion and selling of its allocable AND/OR after the obligations of the Developer allocation at any point of time either during the whole period of constructions, its the later in continuing its entire activities of construction and selling of Developer's parties level. The owners hereby declare and assure the Developer not to restrain proper implementation thereof both the parties shall endeavor to sort it out at bibeyond 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 stated in Clause 4 (four) and Clause 14 (Fourteen) hereinabove towards the owner/s agreed hereby are fulfilled by the Developer in the manners as

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- and payble time to time under statue and laws for the time being in force and also 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 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 the monthly common maintenance charges in respect of the Land Owners' Allocable The Landowner/s hereby agrees and covenants with the Developer to pay
- transfer of the Developer's Allocation in favour of the intending purchasers. Developer in the Agreements and/or sale deeds that may be executed for sale and Vendor/s and or Confirming Parties as may be required in law and The Landowner/s shall cause to be joined such person or persons
- and conditions and restrictions as regard the user and maintenance of the buildings as the other flats purchasers of the buildings. Landowner/s of his/her/their allocation, the Landowner/s shall hold the same terms the Developer constructing and delivering possession to
- applicable to the Developer's Allocation in the new buildings intended for the premises shall be subject to the same restriction on transfer and use as common benefits of all occupiers of the new building or buildings which shall include the following: -The Landowners' Altocation in the new building or buildings at the said



new building or buildings. any purpose which may cause any nuisance or hazards to the other occupiers of the 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/ d

- 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 other
- 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
- consent in writing of the Second Party/Developer/Builder Agreement or any part thereof as from the date hereof without the prior That The First Party/Land Owners shall not be entitled to assign this
- omission contrary time limits without any delays or defaults and not do or permit any act or 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 to the terms and conditions of this agreement in any



- nor make any claim whatsoever in any other part or portion of the Project Site or thing whereby any right of the Second Party hereunder may be affected and/or Transfer of the Second Party's Allocation and not to do any act deed hereof, construction and development at the Project Site by the Second Party hindrance in the sanction/modification/alteration of Sanction Plans in terms except the First Party's Allocation. That the First Party/Land Owner/s shall not cause any interference or
- as may be lawfully or reasonably required by the Second Party from time to objections, disclaimers, releases, papers, documents, powers and authorities Second Party all plans, specifications, undertakings, declarations, no and sign execute, submit and deliver at the costs and expenses of the First Party shall render all assistance and co-operation to the Second Party That For all or any of the purposes contained in this agreement, the
- making or proceeding with the compliance of the obligations of the First Party First Party hereunder may be affected or the First Party is prevented from Party not to do any act deed or thing whereby any right or obligation of the That The Second Party doth hereby agree and covenant with the First
- 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 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
- 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 The respective allottees shall keep the interior and external walls, sewers

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new building or buildings or any other space or accommodation therein and shall working condition and repair and in particular so as not to cause any damage to the of any breach keep other occupiers of the building indemnified from and against the consequences

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- building/s harmless and indemnified from and against the consequence of any or any part thereof and shall keep the Developer and other occupiers of the said which may render void and violable any in insurance of the new building or buildings The parties hereto shall not do or cause or permit to be done any act or thing
- 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 places of the common use in the new building or buildings and no hindrance shall be risk and cost of each of them. nominees/assignees, as the case may be shall entitled to remove the same at the Landowner/s or by the Developer for display or otherwise in the comidors or other combustible goods or other items/materials ₽ Developer or the Landowner/s and/or shall be kept by the their respective
- Building or buildings. Buildings or in the compounds corridors or any other portion or portions of the new permit the same to be thrown or accumulated in or about the new Building or Neither party shall throw or accumulate any dirt, rubbish, waste or refuse
- drains, gas and water pipes and electric wires and for new similar purposes facilities and/or for the purpose of pulling down maintaining repairing and testing building cleaning lighting and keeping in order and good condition any common any part of the new building and/or for the burpose of repairing maintaining reowners' allocation and every part thereof for the purpose of maintenance or repairing or without workmen and others at all reasonable times, to enter into and upon the The landowner/s shall permit the Developer and it's servants and agents with
- shall cause to pay and deposits to the Developer the necessary mandatory charges as hereunder.-On or before taking delivery of the "Owners' Allocations" the Land Owner/s



- Э Pay and Deposit in advance 6 months of monthly common maintenance charges.
- 3 from the Main Service connection. temporary consumption of electricity for his/her/their Owners' Allocation Pay and Deposit a sum of Rs. 10,000/- as a Security Deposit towards
- 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:-FURTHER agreed and understood between the parties hereto as
- contract made by and between the parties herein for the subject and objects constitute as an association of persons in any manner whatsoever since it is a Landowner in any manner nor it shall be construed that the parties hereto 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 purely for construction and delivery of the Owner's Allocable portions by the contained hereto and hereunto. The Landowner/s and the Developer have entered into this agreement
- compliance of all the obligations on the part of the Landowner/s under the possession after compliance with all the obligations on the part of the common facilities are not completed during such materials time of delivery of objection and or create any obstruction if some common portions and his allocable portions in the Building understood by and between the parties hereto that during taking delivery of under all prevailing laws for the time being in force, and it is clearly terms and conditions of this Agreement and under the Law Of Land and also Developer i.e. immediately on completion of the internal finishing works of all the Landowners' allocable portions in the beyon building subject to due possession by the owner and even in such event the Developer shall be in obligation to subsequently finish and complete all such unfinished common The "Landowner's Allocation" shall be handed over with peaceful the Landowner/s shall not raise any





portions and common facilities intended and require to be made by the Developer and as specified in third schedule hereunder written.

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- ٤ 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
- 3 misrepresentation and/or dispute with the Developer's Allocation and/or any part thereof. and/or The Landowner/s shall not be held responsible for any omission cammission of any act by the Developer intending purchaser of the 윽 any
- within the stipulated time as agreed upon by virtue of these presents subject essence of the contract), the Landowner/s shall be entitled to terminate this to relaxations and provisions made in Clause - 4 above (the time is the event of failure on the part of the Developer to complete the entire project Agreement and re-possess the said premises. it is well agreed and understood between the parties hereto that in the
- modifications for the time being in force shall be final and binding on both the parties. Arbitration And Conciliation 1996 as Amendment Act 2015 and also all its the right to appoint umpire, whose decision and award as envisaged in Indian such separate one or two Advocates or Arbitrators selected by each of the party with same shall be referred to an Advocate or Arbitrator chosen by the parties hereto or implementing this agreement or facing true interpretation to the terms herein, the However, if any disputes or differences arises between the parties

THE FIRST SCHEDULE ABOVE REFERRED TO:

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

ft. be the same a little more or less, comprised in part of R.S. as well L.R. Dag No. Master Scheme Plan measuring 02 (two) Cottah 01 (one) Chittaks, 07 (seven) sq. ALL THAT piece of parcel of "Sali" Land consisting of a plot being Plot No. 6 of a present recorded in the name of the Owner herein under L.R. Khatian No. 1230 in 591, at Mauza Sulanguri, J.L. No. 22, Touji No. 178, under and Part of R.S. Khatian 228, subsequently under and part of Kri-Khatian No. 380, 173 & T.R./67, at



local limit of Jyangra-Hatiara Gram Panchayet-II, Police Station: New Town formerly Parganas. The said Plot is butted and bounded as follows: Rajarhat P.S., Sub-Ragistration Office: Additional District Sub-Registrar Bidhannagar rights in adjacent common passages as existing at present abutting the said plot the Land Settlement Record with the BL & LRO Rajarhat, with common easement (Salt Lake City) at present under A.D.S.R Rajarhat, New Town, District: North 24

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ON THE NORTH By Plan Plot No.08 comprised in part of L.R

Dag No. 591;

ON THE SOUTH : By Scheme Plot No. 04;

ON THE EAST By 12' (3'+6'+3') feet wide Kancha Common

Passage;

ON THE WEST . . By Land comprised in L.R. Dag No.590;

THE SECOND SCHEDULE REFERRED TO ABOVE: (The Said Owner's Allocation)

(Part - i)

undivided impartable right, title and interest as co-owners on the said land and or the complete finished and in habitable conditions. Togetherwith proportionate common shares in all common areas common amenities and common facilities in a Demised Land under the First Schedule Togetherwith proportionate undivided 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 ALL THAT 1492 sq. ft total built-up area out of the total constructed areas of the

Part - Il Referred To Above: (Developer's Allocation)

said Demised Land descried in the First Sched

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





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conditions of this Development Agreement. 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 said land and or the said Demised Land under the First Schedule hereinabove, which

THE THIRD SCHEDULE ABOVE REFERRED TO

SPECIFICATION

1. DOOR & WINDOW

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

FLOORING

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

3. SANITARY & PLUMBING

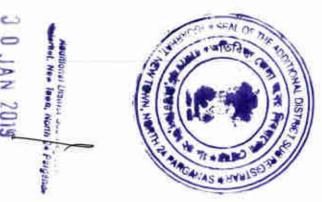
only one tap. (All taps & c.p. fittings of Vertex & Victoria Co.) There would be no concealed line and geyser line. There would be only one basin (Perryware) in each type pan (Perryware) with P.V.C. cistem (Reliance Co.). And in W. C. there would be Standard Toilet would be provided with C. P. Shower,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

4. KITCHEN

O"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.)



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 Each flat will be provided with the following electrical points: (All switches Preetam Sleek & all board cover Bakelite)

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i) Bed room (each) Fan point Light points AC Point

ii) Dining/Drawing

Fan point Light points

Plug point (5 Amp.)

Plug point (5 Amp.)

Plug point (15 Amp.)

Light point

Exhaust Fan Point

Plug point (15 Amp.)

Light point

iv) Toilet

iii) Kitchen

Exhaust Fan Point

Light point

Door-bell point Light point

WATER

vi) W. C. (Toilet)

v) Verandah

vii) Entrance

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

7 PAINTING Plaster of Paris inside walls.

œ OUTSIDE PAINTING Snowcern 2 coats painting

9 RAILING OF STAIR CASE Railing of iron

0 STAIR CASE PAINTING Plaster of Paris

One MCD (Manual Collapsible Door) lift in each Block

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묾 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
- ω 440 volts Motor and Water pump Water tank, overhead tank and water supply line from Deep Tube-well with
- Common toilet on the ground floor





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Common Caretaker's room.

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- Meter space.
- ⋈ other electrical fittings installed in the said building External electrical installations switch boards and all electrical wiring and
- φ same. Drainages, sewerage, septic tank and all pipes and other installations for the
- Boundary walls and Main gate.
- 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 and Schedule and reaching to others property surrounding and adjacent herewith and 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 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 common and common passages as shall be provided by the Developer at its sole ō Road through another adjacent properties to the said property hereunder the First or in the said amalgamated premises. Such other common parts areas equipments installations fittings fixtures and
- enjoyment such as facilities for common uses Connection, Telephone lines, Developer in the Building and/or the Premises, at extra cost, for common use and Other areas and installations and/or equipments if so provided by င္ပ ۲ِ EPABX, Intercom, Cable TV connection, Internet Gas lines etc. and other common amenities and

COMMON EXPENSES:

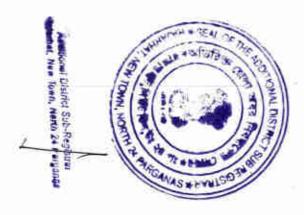
and repainting of the common portions and areas in the building including the outer walls and boundary walls of the building. All expenses for the maintenance, operating replacing repairing renovating



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 and

- 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
- common. All charges and deposits for supply of common utilities to all the co-owners in
- purchaser). building (save and except those separately assessed in respect of any unit of the Municipal tax, water tax and other rates in respect of the premises and
- office expenses incurred for maintaining the office thereof. Cost of formation and operation of the service organization including the
- 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
- 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 or Buildings and the upkeepment of the same. ó All other expenses as shall be required in future for running of proper and

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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

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

1. Sumit Sinha S/o. Late Sandip Sinha 171/B APC Road, P.O.- Shyambazar,

P.S. - Shyampukur, Kol - 700004.

2. Basisel Mondel VIII-Kali Kafur P. S. Shesan

जिनी देवी साव

OWNER

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

1. Somit Sinha

2 Enside Mondal

ASTIDURGA CONSTRUCTION PVT. LTD.

Director

DEVELOPER

Bhabendrakonishnaky
High Coust Cal-una
P-563 1547/89

Page 33 of 33



SPECIMEN FORM FOR TEN FINGER PRINKTS

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Govt. of West Bengal

Directorate of Registration & Stamp Revenue

e-Challan

GRN: 19-201819-033645238-1

Bank: HDFC Bank Payment Mode

Online Payment

BRN: GRN Date: 30/01/2019 10:20:31 704644048

BRN Date: 30/01/2019 10:23:24

DEPOSITOR'S DETAILS

ld No.: 15230000142699/3/2019

(Query No.7Query Year)

Contact No.: Name: 9331018602 Sanjay Gupta

Mobile No. : +91 9331018602

E-mail:

Address:

AD169 Sector 1 Salt Lake City

Applicant Name: Mr SANJAY GUPTA

Office Name:

Status of Depositor: Office Address:

Buyer/Claimants

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

PAYMENT DETAILS

	0030-03-104-001-16	Property Registration- Registration Fees	15230000142699/3/2019	62
	0030-02-103-003-02	Property Registration - Stamp duty	15230000142699/3/2019	-
Amou	Head of A/C	Head of A/C Description	Identification No.	No SI

in Words:

Rupees Four



Major Information of the Deed

Deed No :	1-1523-01088/2019	Date of Registration	30/01/2019
Deed No.	1522 0000142699/2019	Office where deed is register	gistered
Query No / Year	10000-0000		atrict North 94-Parnanas
Query Date	27/01/2019 3:20:27 PM	A.D.S.R. RAJARHAT, DISTICL	BUICE NOTH 241 digards
Applicant Name, Address & Other Details	SANJAY GUPTA SANJAY GUPTA DWARKA VEDMANI, AD-169, SALT LAKE CITY, SECTOR-I, Thana: North DWARKA VEDMANI, AD-169, SALT LAKE CITY, SECTOR-I, Thana: North Bidhannagar, District: North 24-Parganas, WEST BENGAL, PIN - 700064, Mobile No. 19331018602 Status Buyer/Claimant	T LAKE CITY, SECTOR-I,TI rganas, WEST BENGAL, PII nt	nana : North V - 700064, Mobile No. :
		Additional Transaction	
[0110] Sale, Development	[0110] Sale, Development Agreement or Construction	[4308] Other than Immovable I Agreement [No of Agreement	vable Property, ement: 2]
agreement		Market Value	
Set FOLD Aging		Rs. 17,09,583/-	I .
Chamber Bord (CD)		Registration Fee Paid	
Stampouty Paid(SD)		Rs 21/- (Article E. E.)	
Rs. 5,020/- (Article:45(9))			
Remarks			

Land Details:

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

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D 000 10 FT	100		1 Pulley 7	Shall	Bastu	R-1230	14 18-591	-
Width of Approach	17 09 583/-	100000000000000000000000000000000000000	è	200	45	MULLIPOL	NUMBER	8
WEST STREET, STANFORD STREET, AND ADDRESS OF THE PARTY OF	Agine (III ve.)	Value (in Ks.) Value (iii Na.)		ROR	Proposed	Mumber	Al	
10 min of the control	Value /In De l	Oct Orti	Area of Lanu Sen Orth	Use	Land Use	Khatian	Plot	Sch
Other Details	Warket	CotEorth	A	Control of the last			6	100100

Land Lord Details :

	3		N G
	Mrs JULY DEBI SHAW Wife of Mr Shambhu Shaw Executed by: Self, Date of Execution: 30/01/2019 , Admitted by: Self, Date of Admission: 30/01/2019 ,Place	Name	Name (Musicoo): 11000; 11000
30/01/2019		Photo	
30/01/2019		Fringerprint	
3001/2018	(र्जा के कान	Ciliano	Simpature

19/E,Atai Sur Road, P.O:- Tangra, P.S:- Tangra, District:-South 24-Parganas, West Bengal, India, PIN - 700015 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: DMJPS0948P, Status :Individual, Executed by: Self, Date of Execution: 30/01/2019, Admitted by: Self, Date of Admission: 30/01/2019, Place: Office

Major Information of the Deed - 1-1523-01088/2019-30/01/2019



Developer Details :

:	No Si	1000
Dwarka Vedmani, AD-169, Salt Lake City, Dwarka Vedmani, AD-169, Salt Lake City, Sector-I, P.O Bidhannagar, P.S North Bidhannagar, DistrictNorth 24-Parganas, West Bengal, India, PIN-700064, PAN No.: AALCA5946M, Status: Organization, Executed by: Representative	Name, Address, Photo, Finger print and Signature	

Representative Details :

Name, Address, Photo, Finger print and Signature Name Name Photo Photo Rr SANJAY GUPTA (Presentant) Son of Mr Gopal Prasad Gupta Date of Execution- 30/01/2019, Admitted by: Self, Date of Admission: 30/01/2019, Place of Admission of Execution: Office Jam 10 2018 2:20PM Jam 20172019
Photo Photo Photo
Finger Print

Sector-I., P.O.- Bidhannagar, P.S.- North Bidhannagar, District -North 24-Parganas, West Bengal, Ind. PIN - 700064, Sex. Male. By Caste: Hindu, Occupation: Business, Citizen of: India., PAN No... ADRPG6327Q Status: Representative, Representative of: ASTDURGA CONSTRUCTION PRIVATE LIMITED (as Director)

Identifier Details :

Name & address

Mr Sumit Sinha Son of Late Sandip Sinha 171/B,APC Road,Shyambazar, P.O.- Shyambazar, P.S.- Shyampukur, District -Kolkata, West Bengal, India, PIN -700004, Sex. Male, By Caste, Hindu, Occupation: Service, Citizen of: India, , Identifier Of Mrs JULY DEBI SHAW, Mr SANJAY GUPTA

Sout Said

30/01/2019

SI.No From To. with area (Name-Area)		
	SI No From	To, with area (Name-Area)
	Sittle 1 tons	

Major Information of the Deed -- I-1523-01088/2019-30/01/2019



Land Details as per Land Record

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

Z.	Sch
LR Plot No: - 591, LR Khatian No: - 1230	Plot & Khatian Number
Owner গুল পেৰা মাড, জনানানা খু *** Address ট্যা:লা,কোলকাভা-15 Classification শালি, Area:0.03000000	Details Of Land
	Owner name in English as selected by Applicant Mrs. JULY DEBI SHAW

Endorsement For Deed Number: 1 - 152301088 / 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 17,09,583/-



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

On 30-01-2019

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 13:17 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 JULY DEBI SHAW, Wife of Mr Shambhu Shaw, 19/E,Atai Sur Road, P.O. Tangra, Thana: Tangra, , South 24-Parganas, WEST BENGAL, India, PIN - 700015, by caste Hindu, by Profession House wife

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/01/2019. 10:23AM with Govt. Ref. No. 192018190336452381 on 30-01-2019, Amount Rs. 21/-, Bank. HDFC Bank. (HDFC0000014), Ref. No. 704644048 on 30-01-2019, Head of Account 0030-03-104-001-16. paid by Cash Rs 0/-, by online = Rs 21/-

Major Information of the Deed :- I-1523-01088/2019-30/01/2019



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 805, 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 10:23AM with Govt. Ref. No. 192018190336452381 on 30-01-2019, Amount Rs. 4,920/-, Bank.
HDFC Bank (HDFC0000014), Ref. No. 704644048 on 30-01-2019, Head of Account 0030-02-103-003-02

B-DOOM

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-1523-01088/2019-30/01/2019



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EXCLUSION DEPARTMENT GOVERNATE LIMITED ENCOME TAX DEPARTMENT आयकर विभाग GOVT OF INDIA भारत सरकार

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02/05/2013





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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2019, Page from 49065 to 49109

being No 152301088 for the year 2019.



Digitally signed by SANJOY BASAK Date: 2019.02.01 16:37:37 +05:30 Reason: Digital Signing of Deed.

Moseo de

(Sanjoy Basak) 01-02-2019 4:37:25 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT West Bengal.

(This document is digitally signed.)