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District Sub-Registrar-II Alipore, South 24 Parganas

23 NOV 2015

DEVELOPMENT AGREEMENT

Date : 23.11.2015.

Place : Kolkata

. Parties :

3.1 SAMIR HALDER [PAN NO. ACGPH4501F], son

Contd.....2



of Ashok Halder, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 18/7, Joy Krishna Pal Road, P.O. Sahapur, P.S. New Alipore, Kolkata - 700 038, District South 24 Parganas, West Bengal.

Hereinafter called and referred to as the "LANDOWNER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns and nominee or nominees) of the ONE PART.

AND

TIRUPATI CONSTRUCTION [PAN NO. AAGFT7817E], a Partneship Firm, having its office address at Ashish Apartment, 3rd Floor, G/G-8, Jyangra, P.O. Jyangra, P.S. Baguiati, Kolkata - 700 059, District North 24 Parganas, West Bengal, represented by its Partners namely (1) SANDIP DAS [PAN NO. AFMPD4516R], son of Chakrapani Das, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Ashish Apartment, G/G-8, Jyangra, P.O. Jyangra, P.S. Baguiati, Kolkata - 700 059, District North 24 Parganas, West Bengal & (2) SONJOY CHOWDHURY [PAN NO. AFSPC8362A], son of Nirmal Chowdhury, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at FB-2/4, Vidyasagar Pally, P.O. Jyangra, P.S. Baguiati, Kolkata - 700 059, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representative, and assigns) of the OTHER PART.

Landowner and the Developer collectively Parties and individually Party.



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NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

- 4. Subject Matter of Development :
- 4.1 Development Project & Appurtenances :
- 4.1.1 Project Property: ALL THAT piece and parcel of Bastu land measuring 2 (Two) Cottahs 9 (Nine) Chittacks 19 (Nineteen) sq.ft. be the same a little more or less including Tiles Shed measuring 100 sq.ft. more or less, lying and situate at Mouza Hanspukuria, J.L. No. 20, Re.Sa. No. 36, Touzi No. 14, Pargana Khaspur, P.S. Thakur Pukur, comprised in R.S. Dag No. 316, L.R. Dag No. 379 under R.S. Khatian No. 356, L.R. Khatian No. 1675, A.D.S.R.O. Behala, within the local limit of formerly Joka 2 No. Gram Panchayet presently within the local limit of Kolkata Municipal Corporation in Ward No. 144, [Green Park Road], in the District South 24 Parganas, West Bengal, morefully described in the First Schedule hereinafter written.
- 5. Background, Representations, Warranties and Covenants :
- 5.1 Representations and Warranties Regarding Title: The Landowner has made the following representations and given the following warranties to the Developer regarding title.
- 5.1.1 Absolute Ownership of Samar Kumar Chanda: One Samar Kumar Chanda, son of Sudhir Kumar Chanda, was the absolute owner of land measuring 2 (Two) Cottahs 9 (Nine) Chittacks 19 (Nineteen) sq.ft. more or less comprised in R.S. Dag No. 316 under R.S. Khatian No. 356, in Mouza Hanspukuria, J.L. No. 20, Re,Sa. No. 36, Touzi No. 14, Pargana Khaspur, P.S. formerly Behala presently Thakur Pukur, within the local limit of Joka 2 No. Gram Panchayet, in the District South 24 Parganas, by purchasing the same from one Tapan Kumar Ghosh Dastidar, son of Late Phani Bhusan Ghosh Dastidar, by the strength of a Registered Deed of Conveyance, registered on 30.12.1991, registered in the office of the A.D.S.R. Behala, and recorded in Book No. 1, Volume No. 70, Pages 77 to 84, being Deed No. 3165 for the year 1991.

- Sale by Samar Kumar Chanda to the present owner, Samir Halder: The said Samar Kumar Chanda sold, transferred and conveyed the aforesaid land measuring 2 (Two) Cottahs 9 (Nine) Chittacks 19 (Nineteen) sq.ft. more or less comprised in R.S. Dag No. 316 under R.S. Khatian No. 356, in Mouza Hanspukuria, J.L. No. 20, Re.Sa. No. 36, Touzi No. 14, Pargana Khaspur, P.S. formerly Behala presently Thakur Pukur, within the local limit of Joka 2 No. Gram Panchayet, in the District South 24 Parganas, to the present owner, Samir Halder, by the strength of a Registered Deed of Conveyance, registered on 05.10.2005, registered in the office of the District Sub-Registrar, Alipore, and recorded in Book No. I, Volume No. 44, Pages 640 to 658, being Deed No. 02341 for the year 2006.
- 5.1.3 Record by Samir Halder: After purchasing the same the said Samir Halder, recorded his name in the record of the L.R. Settlement, in L.R. Khatian No. 1675, in R.S. Dag No. 316 corresponding to L.R. Dag No. 379, in respect of the aforesaid land.
- 5.1.4 Absolute Ownership of Samir Halder under Deed No. 02341 for the year 2006: Thus on the basis of the aforesaid deed, bearing Deed No. 02341 for the year 2006, the said Samir Halder, present owner herein, became the absolute owner of ALL THAT piece and parcel of Bastu land measuring 2 (Two) Cottahs 9 (Nine) Chittacks 19 (Nineteen) sq.ft. be the same a little more or less including Tiles Shed measuring 100 sq.ft. more or less, lying and situate at Mouza Hanspukuria, J.L. No. 20, Re.Sa. No. 36, Touzi No. 14, Pargana Khaspur, P.S. Thakur Pukur, comprised in R.S. Dag No. 316, L.R. Dag No. 379 under R.S. Khatian No. 356, L.R. Khatian No. 1675, A.D.S.R.O. Behala, within the local limit of formerly Joka 2 No. Gram Panchayet presently within the local limit of Kolkata Municipal Corporation in Ward No. 144, [Green Park Road], in the District South 24 Parganas, West Bengal, and morefully described in the First Schedule hereunder written.
- Desire of Development of the Land & Acceptance: The said Samir Halder,
 Landowner herein express his desire to develop the aforesaid plot of Bastu land

measuring 2 (Two) Cottahs 9 (Nine) Chittacks 19 (Nineteen) sq.ft. more or less by constructing a multi storied building thereon, and the present Developer have accepted the said proposal and the present Landowner has decided to enter into the present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.

Registered Power of Attorney: For the smooth running of the said project, the Landowner herein agreed to execute a registered Power of Attorney, by which the Landowner herein has appointed and nominated the said Sandip Das & Sonjoy Chowdhury, Partners of Tirupati Construction, Developer herein, as his Constituted Attorneys, to act on behalf of the Landowner.

8. <u>DEFINITION</u>:

- 8.1 Building: Shall mean multi storied building so to be constructed on the schedule property.
- 8.2 Common Facilities & Amenities: Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas (if any) and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 8.3 Saleable Space: Shall mean the space within the building, which is to be available as an unit / flat for independent use and occupation in respect of Landowner's Allocation & Developer's Allocation as mentioned in this Agreement.
- 8.4 Landowners' Allocation: Shall mean the consideration against the project by the Landowner, morefully described in Second Schedule hereunder written.
- 8.5 Developer's Allocation: Shall mean all the remaining area of the proposed multistoried building excluding Landowners' Allocation including the proportionate share of



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common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.

- 8.6 Architect / Engineer: Shall mean such person or persons being appointed by the Developer.
- 8.7 Transfer: With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said building to intending purchasers thereof.
- 8.8. Building Plan: Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the competent authority in the name of the Landowner for construction of the building including its modification and amenities and alterations.
- 8.9 Built Up Area/Lockable Area: Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.
- 8.10 Total Covered Area: Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.
- 8.11 Super Built Up Area (For any Individual Unit): Here super built up area means the total covered area plus service area.

9. LANDOWNER'S RIGHT & REPRESENTATION:

9.1 Indemnification regarding Possession & Delivery: The Landowner is now seized and possessed of and / or otherwise well and sufficiently entitled to the schedule property 7

in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.

9.2 Free From Encumbrance: The Landowner also indemnifies that the schedule property is free from all encumbrances and the Landowner has marketable title in respect of the said premises.

10. DEVELOPER / PROMOTER'S RIGHTS :

- 10.1 Authority of Developer: The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.
- 10.2 Right of Construction: The Landowner hereby grant permission an exclusive rights to the Developer to build new building upon the schedule property.
- 10.3 Construction Cost: The Developer shall carry total construction work of the present multi building at their own costs and expenses. No liability on account of construction cost will be charged from Landowner's Allocation and/or the proposed multi storied building.
- 10.4 Sale Proceeds of Developer's Allocation: The Developer will take the sale proceeds of Developer's Allocation exclusively.
- 10.5 Booking & Agreement for Sale: Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possssion/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowner as a Registered Power of Attorney Holders. All the sales consideration of Developer's Allocation either partly or wholely will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Landowner.

- 10.6 Selling Rate: The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowner.
- 10.7 Profit & Loss: The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 10.8 Possession to the Landowner: On completion of the project, the Developer will handover undisputed possession of the Landowner's Allocation Together With all rights of the common facilities and amenities to the Landowner with Possession Letter and will take release from the Landowner by executing a Deed of Release.
- Possession to the intending purchaser: On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representatives and Power of Attorney holders of the Landowner.
- 10.10 Deed of Conveyance: The Deed of Conveyance will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holders of the Landowner in respect of Developer's Allocation.

II. CONSIDERATION :

11.1 Permission against Consideration: The Landowner grant permission for exclusive right to construct the proposed building in consideration of Landowner's Allocation to the Developer.

12. DEALING OF SPACE IN THE BUILDING :

12.1 Exclusive Power of Dealings of Landowner: The Landowner shall be entitled to transfer or otherwise deal with Landowner's Allocation in the building and the Developer

shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowner's Allocation.

12.2 Exclusive Power of Dealings of Developer: The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowner and the Landowner shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

POWER AND PROCEDURE:

13.

- 13.1 I, the Landowner/Executant/Principal herein, am executing this present Registered Power of Attorney upto the period of completion of the project in writing in favour of the Developer / Promoter including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for Developer's Allocation, and for this purpose, I am hereby appointing, nominating and constituting the said Sandip Das & Sonjoy Chowdhury, Partners of Tirupati Construction, Developer herein, as my constituted attorneys, to do, act and represent myself in my name and on my behalf, as follows:
 - Ltd./W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act. Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new building/s and do all the needful as per the terms and conditions mentioned in this present Development Agreement, for allotment/registration and sale of flats, shops, garage spaces of Developer's Allocation.
 - (b) To apply, obtain electricity, Gas. Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development, plans and also to submit and take delivery of title deeds concerning

the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Developer/Attorneys may think fit and proper.

- (c) To manage and maintain the said premises including the building/s to be constructed thereon.
- (d) To sign, verify and file applications, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of said premises before the competent authority or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.
 - (e) To pay all Panchayet/Municipal and other Statutory Taxes. Rates and charges in respect of the said land and premises on my behalf and in my name as and when the same will become due and payable.
 - (f) To enter in to any Agreement for Sale, Memorandum of Understanding and / or to execute deed of amalgamation with neighbour's plot of land of the schedule property and / or any other instruments and deeds & documents in respect of sale of flat's, units and / or car parking spaces within Developer's Allocation in the proposed building's in favour of the intending purchaser's in terms of the present Development Agreement. To take finance/loan in their names (Developer's name) or in the name of intending purchaser's from any financial concern by depositing and mortgaging flat/flats/shops/ garages from Developer's Allocation and to sign in the papers and documents for the said purpose. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and / or Deed of Conveyance and / or any other instrument and document in respect of sale of flats/s, shop/s, units and/or car parking spaces in the proposed building/s in favour of the intending purchaser's relating to Developer's Allocation.

- (g) To receive the consideration money in each or by cheque / draft from the intending purchaser or purchasers for booking of flat/s, shops/garages or units or ear parking spaces relating to Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s.
- (b) To do all the needful according to the condition mentioned in this present Development Agreement regarding negotiation, agreement / contact for sale of flats, garages, covered spaces and car parking spaces within the Developer's Allocation.
- (i) To instruct the Advocate / Lawyer for preparing and / or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in this present Development Agreement, as may be necessary for the purpose for sale of the flats / units and car parking spaces in the said building/s relating to Developer's Allocation in my said premises.
- (j) To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning my said premises or any part or portion thereof.
- (k) To sign, declare and / or affirm any Plaint, Written Statement, Petition, Affidavit, Verification, Vokalatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to my said premises or in anyway connected therewith, arising out of the agreements and relating to the construction to be made in the premises.
- (l) That Attorneys/Developer will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale / Deeds of Conveyance in favour of any intending purchasers of Developer's Allocation.
- (m) For all or any of the purposes herein before stated and to appear and represent me before all concerned authorities having jurisdiction over my said premises as per the condition mentioned in the this present Agreement.



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(n) The Attorneys/Developer will do the aforesaid acts, deeds and things regarding development of the land mentioned in the schedule of this present Development Agreement.

14. NEW BUILDING:

- 14.1 Completion of Project: The Developer shall at their own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.
- 14.2 Installation of Common Amenities: The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self-contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.
- 14.3 Architect Fees etc.: All costs, charges and expenses including Architect's fees, Engineer's fees, plan / revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowner shall bear no responsibility in this context.
- 14.4 Panchayet/Municipal Taxes & Other Taxes of the Property: The Landowner shall pay and clear up all the arrears on account of Panchayet/Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will bear the same from the date of execution of these presents till the date of completion of the construction and allocation.

From the date of completion and allocation of the floor area between the Landowner sand the Developer the Panchayet/Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowner, by the Developer and / or their nominees and the Landowner and / or his nominee / nominees respectively.

14.5 Upkeep Repair & Maintenance: Upkeep repair and maintenance of the said building and other erection and / or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER:

- 15.1 Delivery of Possession: As soon as the building will be completed, the Developer shall give written notice to the Landowner requiring the Landowner to take possession of the Landowner's Allocation in the building and certificate of the Architect/L.B.S of the Panchayet/Municipal Corporation being provided to that effect.
- 15.2 Payment of Panchayet/Municipal Taxes: Within 30 days from the receive possession of Landowner's Allocation and at all times there after the Landowner shall be exclusively responsible for payment of all Panchayet/Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Landowner's Allocation only.
- 15.3. Share of Common Expenses & Amenities: As and from the date of delivery of possession to be received, the Landowner shall also be responsible to pay and bear and shall pay to the Developer / Flat Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowner's Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

15.

16. COMMON RESTRICTION :

- 16.1 Restriction of Landowner and Developer in common: The Landowner's Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows:-
- 16.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
- 16.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all to terms and conditions on their respective part to be observed and / or performed (n) the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 16.1.4 Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws, byelaws and regulation.
- 16.1.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in

particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from and against the consequence of any breach.

- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- 16.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- 16.1.8 The Landowner shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon their Landowner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and / or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

17. LANDOWNER'S OBLIGATION :

[7.] No Interference :

The Landowner hereby agrees and covenants with the Developer :

not to cause any interference or hindrance in the construction of the building by the Developer.

not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and / or disposing of any of the Developer's allocated portion in the building.

not to let out, grant, lease, mortgage and / or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

18. DEVELOPER'S OBLIGATIONS:

- 18.1 Time Schedule of Handing Over Landowner's Allocation: It is stated here that the land is now under Kolkata Municipal Corporation in Ward No. 144. The land has not yet been mutated under Kolkata Municipal Corporation. The Developer have agreed to submit the building plan for sanction before Kolkata Municipal Corporation within 6 (Six) months from the date of mutation and also have agreed to handover Landowner's Allocation (morefuly described in the Second Schedule hereunder written) within 36 (Thirty Six) months from the date of sanctioning the building plan from the Kolkata Municipal Corporation and / or appropriate authority. The Developer also empowered by the Landowner a grace period of 6 (Six) months more to deliver the Landowners' Allocation.
 - 18.2 Penalty: If the Landowner's Allocation will not be delivered within the stated period, the Developer shall be liable to pay Rs. 1,000/- (Rupees One Thousand) only per month to the Landowner as demurrage.
 - not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

No Violation: The Developer hereby agree and covenant with the Landowner

not to do any act, deed or thing, whereby the Landowner is prevented from enjoying, selling, assigning and / or disposing of any Landowner's Allocation in the building at the said premises vice versa.

18.3

19. LANDOWNER'S INDEMNITY

Indemnity: The Landowner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfil the terms and conditions herein contained and / or its part to be observed and performed.

20. DEVELOPER'S INDEMNITY:

The Developer hereby undertake to keep the Landowner

indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the Developer in relation to the construction of the said building.

against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and / or for any defect therein.

MISCELLANEOUS :

- 21.1 Contract Not Partnership: The Landowner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.
- 21.2 Not specified Premises: It is understood that from time to time facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner related to which

specific provisions may not have been mentioned herein. The Landowner hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the Landowner shall execute any such additional power of attorney and / or authorisation as may be required by the Developer for any such purposes and the Landowner also undertakes to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowner and / or against the spirit of these presents.

- 21.3 Not Responsible: The Landowner shall not be liable or any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 21.4 Process of Issuing Notice: Any notice required to be given by the Developer to the Landowner shall without prejudice to any other mode of service available be deemed to have been served on the Landowner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- 21.5 Formation of Association: After the completion of the said building and receiving peaceful possession of the allocation, the Landowner hereby agrees to abide by all the rules and regulations to be framed by any society / association / holding organisation and / or any other organisation, who will be in charge or such management of the affairs of the building and / or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 21.6 Name of the Building: The name of the building shall be "TIRUPATI GREEN VISTA".

- 21.7 Right to borrow fund: The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowner or effecting his estate and interest in the said premises it being expressly agreed and understood that in no event the Landowner nor any of his estate shall be responsible and / or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- 21.8 Documentation: The Landowner delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the owner will bound to produce documents in original before any competent authority for inspection.

22. FORCE MAJEURE :

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeures and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and / or any other act of commission beyond the reasonable control of the parties hereto.

23. DISPUTES:

Disputes or differences in relation to or assising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:

Constitution of Arbitral Tribunal: The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowner.

Place: The place of arbitration shall be Kolkata only.

Binding Effect: The Arbitral Tribunal shallhave summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

24. JURISDICTION:

In connection with the aforesaid arbitration proceeding, only the District Judge. South 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land measuring 2 (Two) Cottahs 9 (Nine) Chittacks 19 (Nineteen) sq.ft. be the same a little more or less including Tiles Shed measuring 100 sq.ft. more or less, lying and situate at Mouza - Hanspukuria, J.L. No. 20, Re.Sa. No. 36, Touzi No. 14, Pargana - Khaspur, P.S. Thakur Pukur, comprised in R.S. Dag No. 316, L.R. Dag No. 379 under R.S. Khatian No. 356, L.R. Khatian No. 1675, A.D.S.R.O. Behala, within the local limit of formerly Joka 2 No. Gram Panchayet presently within the local limit of Kolkata Municipal Corporation in Ward No. 144, [Green Park Road], in the District South 24 Parganas, West Bengal. The plot of land is butted & bounded as follows:-

ON THE NORTH : Sibani Dey.

ON THE SOUTH : Sukumal Mitra.

ON THE EAST : 17 ft. Wide Common Passage [Green Park Road].

ON THE WEST : Land of Dag No. 710.



District Sub-Register-II
Alipore, South 24 Parganan

23 NOV 2015

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNER'S ALLOCATION: The Landowner hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows:

The Landowner's Allocation will be allotted as follows :-

- The Landowner will get 2 (Two) numbers of 2BHK self contained residential flats, both
 on the First Floor, each measuring 750 sq.ft. more or less of super built up area.
- The Landowner will also get 1 (One) number of 1BHK self-contained residential flats, on the First Floor, measuring 400 sq.ft. more or less of super built up area.
 - Later on, after preparation of the Floor Plan, the flats will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowner along with a Supplementary Development Agreement denoting the flats within the purview of the Landowner's Allocation.
- 3. The Landowner will also get Rs. 1,001/- (Rupees One Thousand One) only as non-refundable security deposit to be given at the time of signing and registering of this present Development Agreement simultaneously at the time of executing Registered Power of Attorney.
- 4. It is also settled that except the Landowner's Allocation as described above, the Landowner will not get any area for the construction of the multi-storied building, so to be constructed by the present Developer on the land in question.
- The flats will be in habitable condition with proportionate share of the land, common roof facilities, common parts and common amenities of the building and the said property

together with the undivided, proportionate and impartible share of land with all amenities and facilities.

The Landowner will also give permission to amalgamate his plot with other neighbour plots. The area constructed in the amalgamated plot will be devided in between the 6. Landowner in proportionate land ratio.

THE THIRD SCHEDULE ABOVE REFERRED TO

[Developer's Allocation]

DEVELOPER'S ALLOCATION : Shall mean all the remaining portion of the entire building (excluding Landowner's Allocation) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer after providing the Landwner's Allocation as aforesaid and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser / purchasers teamsters, by and mode of Transfer of Property, Act and / or lease, let out, or in any manner may with the same as the absolute owner thereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO [Specifications]

- STRUCTURE: Building designed with R.C.C. Frame structure which rest on individual 1. column, design approved by the competent authority.
- EXTERNAL WALL: 8" thick brick wall and plastered with cement mortar. 2.
- INTERNAL WALL: 3" thick brick wall and plastered with cement morter. 32
- FLOORING: Flooring is of flat will be of Marble/Floor Tiles. 4.
- BATH ROOM: Bath-room'fitted upto 5'-6" height with glazed tiles of standard brand. 5.
- KITCHEN: Cooking platform and sink will be of Black stone 2'-6" height standard tiles 6. above the platform to protect the oil spot.
- TOILET: Toilet of Indian type pan / European type commode with standard P.V.C. 7. Cistern. All fittings are in standard type. One wash hand basin is in dining space.

- DOORS : Sal Wood Frame. All doors including Main Door & Other door palla of the flat 8. of flash door.
- WINDOWS: Alluminium Sliding. 9.
- WATER SUPPLY: Water supply around the clock is assured for which necessary 10. submartible pump/deep tube well will be installed.
 - PLUMBING: Toilet concealed wiring with PVC Pipe with two bibcock, one shower 11. each in toilet, all fittings are standard quality.
 - VARANDAH: Varandah will be covered upto 2°-6" height. 12.

ELECTRICAL WORKS :

- Full concealed wiring with copper conduit. 1.
- In Bed Room: Two light points, only one 5 amp. plug point, one fan point. 2.
- Living/Dining Room: Two light points, One Fan point, one 5 amp. plug, one 15 amp. plug 3. (as per required area).
- Kitchen: One light point, one exhaust fan point and one 15 amp. plug point. 4
- Toilet: One light point, one 15 amp. plug point, one exhaust fan point. 5.
- Verandah: One light point. 6.
- One light point at main entrance. 72
- Calling Bell: One calling bell point at the main entrance. 8.

PAINTING :

- Inside wall of the flat will be finished with plaster of paris and external wall with super al snowcem or equivalent ~
- All door and windows frame painted with two coats white primer. 6)

EXTRA WORK: Any work other then specified above would be regarded as extra work for which separate payment is required to be made.

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

in the presence of :

1. Gopa Disgript. 1.0 bes. Nint

Wol-49.

Boli Grandark Hansleikur,

Samir Halder

Landowner

Sandie SM

Sandip Das

For Pinaki Chattopadhyay & Associates,

Advocates.

Sangita Apartment, Ground Floor,

Teghoria Main Road.

Kolkatn - 700 157

Ph.: 2570.8471.

Sonjoy Chowdhury

Partners of

Tirupati Construction

Developer

Compused By:

alebo Donaleto

Gopa Dasgupta,

Teghoria Main Road.

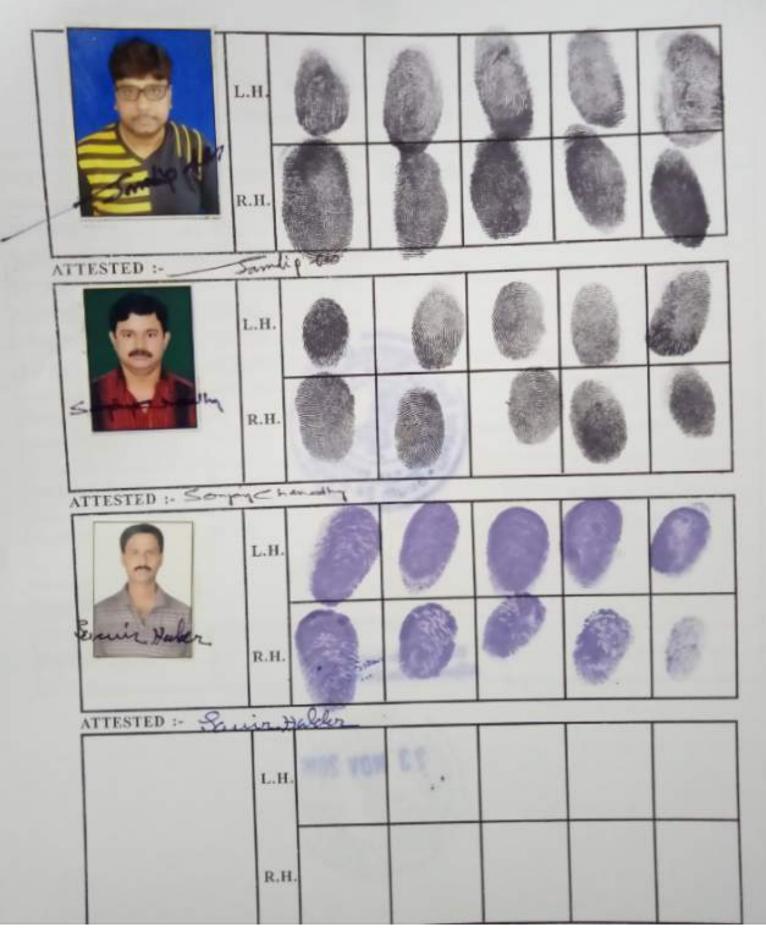
Kolkata - 700 157.

Contil.....2



SIGNATURE OF THE PRESENTANT / EXECUTANT / SELLER / BUYER / CLAIMANT WITH PHOTO

UNDER RULES 44A OF THE LR. ACT 1968
N.B. L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX-THUMB TO SMALL PRINTS







211747/18

Government of West Bengal Directorate of Registration & Stamp Revenue

e-Assessment Slip

ry No / Year	16020000938756/2015	Query Date	07/11/2015 10:05:30 AM				
- Benevice and the second	D.S.RI I SOUTH 24-PAP	RGANAS, District: South 24-Parg	janas .				
plicant Name		INAKI CHATTOPADHYAY					
dress	Thana : Alipore, District : 5	Thana : Alipore, District : South 24-Parganas, WEST BENGAL					
oplicant Status	Advocate						
ther Details	Mobile No.: 9830061809						
ransaction	[0110] Sale, Developmen	t Agreement or Construction agn	eement				
Additional Transaction Details	[4305] Declaration [No of	Declaration : 2], [4311] Receipt	1				
Set Forth value	Rs. 2,000/-	Total Market Value:	Rs. 13,24,443/-				
Stampduty Payable	Rs. 5,021/-	Stampduty Article:-	48(g)				
Registration Fee Payable	Rs. 70/-	Registration Fee Article:-	E. E. B. M(b). H				
Expected date of the Presentation of Deed							
	o be Paid by Non Judicial	Stamp	Rs. 0/-				
Mutation Fee Payable	DLRS server does not n	eturn any Information					
Remarks	1						



		-	-		Lar	nd Details			
1		P	ropert	y Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Detail
	KO CO Ha	Ina: LKA RP(Inspi	Thakur TA MU DRATIC	24-Parganas, pukur, Corporation; NICIPAL ON, Road; reen Park Road,		2 Katha 9 Chatak 19 Sq Ft	1,000/-	12,94,443/-	Proposed Use: Bastu. Property is of Road
					Stru	cture Details			
Sch		-	cture	Area of Structure	Setforth Value(in Rs	Market s.) Value(in R	5.)	Other Detail	s
		Gr. F		100 Sq Ft.			Structure: 0	Use, Cemented Year, Roof Type empletion: Com	e: Tiles Shed.
s	1	On I	and L1	100 Sq Ft.	1,000/-	30,000/-	Structure Ty	pe: Structure	
F					Lan	dlord Details			
1	SI			Name & Address	s	Status	Execution A Admission De	CASA CASA CASA CASA CASA CASA CASA CASA	etails
1	1	9 9	Son of A 18/7 JON SAHAPL	IALDER SHOK HALDER Y KRISHNA PAL ROAI JR, New Alipore, Distri IS, West Bengal, India,	ct-South 24-	Individual	Executed by: Se be Admitted by:	Self, Hindu, O	ccupation: , Citizen of: ,N No.
						eloper Details			
	SI	No.	N	ame & Address (Orga	anization)	Status	Execution A Admission De		etails
		1	ASHISH JAYNA Baguia	ATI CONSTRUCTION H APARTMENT 3RD F GAR, Post Office: JAY ti, District:-North 24-Pa I, India, PIN - 700059	NAGAR,	Organization	Executed by: Representative	100000	AAGFT7817E

_	· · · · · · · · · · · · · · · · · · ·	Representative De	tails	
SL No.	Representative Name & Address	Other Details	Execution And Admission Details	Representative of
1	SANDIP DAS , PARTNERS, TIRUPATI CONSTRUCTION ASHISH APARTMENT 3RD FIOOR G/G 8 JAYNAGAR, Post Office: JAYNAGAR, Baguiati, District:-North 24-Parganas. West Bengal, India, PIN - 700059	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFMPD4516R,		TIRUPATI CONSTRUCTION
2	A ROSE OF THE PARTY OF THE PART	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFSPC8362A.		TIRUPATI CONSTRUCTION
1	(YV-OC MANAGEMENT)	Identifier Detail	ls	
1	Identifier Name & Address	Othe	er Details	Identifier of
_	GOPA DASGUPTA Daugther of Late SANTI RANJAN DASGUPTA 27 SARAT PALLY, Post Office: NIMTA, Nimta, District:-North 24-Parganas, West Report India, PIN - 700049	Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India,		SAMIR HALDER, SANDIF DAS, SONJOY CHOWDHURY

For Information only

Note:

- 1. If the given informations are found to be given incorrect, then the assessment made stands invalid.
- Query is valid for 30 days for e-Payment. Assessed market value & Query is valid for 44 days i.e. upto 21/12/2015
- Standard User charge of Rs. 175/-(Rupees one hundred seventy five) only includes all taxes per transaction
 upto 15 (fifteen) pages and Rs 6/- (Rupees six) only for each additional page will be applicable.
- Online Payment of Stamp Duty and Registration Fees can be made if Stamp Duty Payable is more than Rs. 5000/-.
- 5. Web-based e-Assessment report will be provisional one and subject to final verification by Registering Officer.
- Guoting of PAN no. of Seller and Buyer of a property is a must where the transaction involves a property
 valued at Rs. 5 lac or more (IT Rules).

 If the party concerned do not have a PAN pusible, before will make a declaration in form no. 60 giving therein
 the particulars of such transaction.
- 7. Rs 50/- (Rupees fifty only) will be classed from the Applicant for issuing of this e-Assessment Slip (Urban Area).

If SD and Fees are not paid through GRIPS then mutation fee should be paid the concerned BLLRO office for Mutation.

Presentant Details

Name, Address, Photo, Finger print and Signature of Presentant

SANDIP DAS

ASHISH APARTMENT G/G 8 JAYNAGAR, P.O:-JAYNAGAR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059



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Land Lord Details

Name, Address, Photo, Finger print and Signature

No.

SL

SAMIR HALDER
Son of ASHOK HALDER
18/7 JOY KRISHNA PAL ROAD, P.O:SAHAPUR, P.S:- New Alipore, District:-South 24Parganas, West Bengal, India, PIN - 700038 Sex:
Male, By Caste: Hindu, Occupation: Business,
Citizen of: India, PAN No. ACGPH4501F.; Status:
Individual: Date of Execution: 23/11/2015; Date of

Admission: 23/11/2015; Place of Admission of Execution: Office

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Name, Address, Photo, Finger print and Signature

TIRUPATI CONSTRUCTION

ASHISH APARTMENT 3RD FIOOR G/G 8 JAYNAGAR, P.O:- JAYNAGAR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059 PAN No. AAGFT7817E,; Status: Organization; Represented by representative as given below:-

SANDIP DAS

1)

ASHISH APARTMENT G/G 8 JAYNAGAR, P.O:-JAYNAGAR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFMPD4516R,; Status: Representative; Date of Execution: 23/11/2015;

Date of Admission: 23/11/2015; Place of

Admission of Execution : Office



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(2) SONJOY CHOWDHURY

FB 2/4 VIDYASAGAR PALLY, P.O:- JAYNAGAR, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFSPC8362A.; Status: Representative;

Date of Execution: 23/11/2015; Date of

Admission: 23/11/2015; Place of Admission of

Execution: Office



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B. Identifire Details

Identifier Details				
SL No.	Identifier Name & Address	Identifier Mag	Signature	
		Separate Separate		
		13(E) (M) (1) (1)		
		一人時人 65 月度		
		13/3		

Identifier Details					
Identifier Name & Address	Identifier of	Signature			
	SAMIR HALDER, SANDIP DAS, SONJOY CHOWDHURY	Goga Lugage 23/11/2015 3:50:53 PM			

. Transacted Property Details

		Land Do	tails			
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Hanspukur Green Park Road, Ward No: 144	- 10	2 Katha 9 Chatak 19 Sq Ft	1,000/-	12,94,443/-	Proposed Use: Bastu, Property is on Road

			Structure	Details	
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
FO	Gr. Floor	100 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete
S1	On Land L1	100 Sq Ft.	1,000/-	30,000/-	Structure Type: Structure

D. Applicant Details

Det	ails of the applicant who has submitted the requsition form
Applicant's Name	PINAKI CHATTOPADHYAY
Address	Thana : Alipore, District : South 24-Parganas, WEST BENGAL
Applicant's Status	Advocate



Office of the D.S.R. -I I SOUTH 24-PARGANAS, District: South 24-Parganas

Endorsement For Deed Number: 1 - 160211747 / 2015

Query No/Year

16020000938756/2015

Serial no/Year

1602011742 / 2015

peed No/Year

1 - 160211747 / 2015

Transaction

[0110] Sale, Development Agreement or Construction agreement

Name of Presentant

SANDIP DAS

Presented At

Office

Date of Execution

23-11-2015

Date of Presentation

23-11-2015

Remarks

On 23/11/2015

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

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

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

Presented for registration at 12:00 hrs on : 23/11/2015, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by SANDIP DAS ...

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 13,24,443/-

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

Execution is admitted on 23/11/2015 by

SAMIR HALDER, Son of ASHOK HALDER, 18/7 JOY KRISHNA PAL ROAD, P.O: SAHAPUR, Thana: New Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, By caste Hindu, By Profession Business Indetitied by GOPA DASGUPTA, Daughter of Late SANTI RANJAN DASGUPTA, 27 SARAT PALLY, P.O: NIMTA, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, By caste Hindu, By Profession Service

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

Execution is admitted on 23/11/2015 by

SANDIP DAS PARTNERS, TIRUPATI CONSTRUCTION, ASHISH APARTMENT 3RD FIOOR G/G 8
JAYNAGAR, P.O:- JAYNAGAR, P.S:- Baguiati, District-North 24-Parganas, West Bengal, India, PIN - 700059
Indetified by GOPA DASGUPTA, Daughter of Late SANTI RANJAN DASGUPTA, 27 SARAT PALLY, P.O:
NIMTA, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, By caste Hindu, By
Profession Service

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

Execution is admitted on 23/11/2015 by

SONJOY CHOWDHURY PARTNERS, TIRUPATI CONSTRUCTION, ASHISH APARTMENT 3RD FIOOR G/G 8 JAYNAGAR, P.O:- JAYNAGAR, P.S:- Baguiati, District North 24 Pargames, West Bengal, India, PIN -700059

GOPA DASGUPTA, Daughter of Late SANTI RANJAN DASGUPTA, 27 SARAT PALLY, P.O. Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, By caste Hindu. By olession Service

Certified that required Registration Fees payable for this document is Rs 70/- (B = Rs 17/- ,E = Rs 21/- ,H = Rs 28/- M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 70/-

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Braft Rs. 5.020/-, by Stamp Rs 10/-

1. Rs 10/- is paid on Impressed type of Stamp, Serial no 745, Purchased on 05/10/2015, Vendor named Swapna Description of Stamp Ghosh.

1. Rs 5,020/- is paid, by the Draft(8554) No: 000404447138, Date: 19/11/2015, Bank: STATE BANK OF INDIA Description of Draft (SBI), KOLKATA AIR PORT.

Bulley.

(Rina Chaudhury) DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

