

612/16

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 Certified by the Registrar of Assurances and the Registrar of Companies, Government of Karnataka  
 • Document

*[Signature]*  
 Registrar of Assurances, Karnataka

**DEVELOPMENT AGREEMENT**

25 JAN 2016

**THIS AGREEMENT** is made on this the 25<sup>th</sup> day of JANUARY, 2016

**BETWEEN**

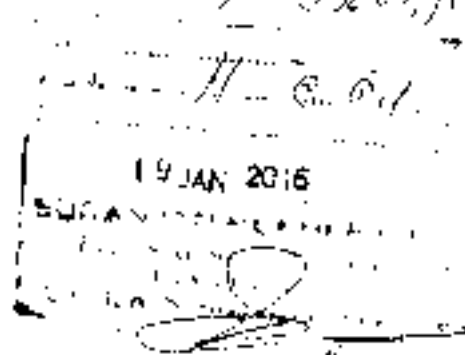
(1) **SHRI CHIRANJIB DAS (PAN NO. ADWPD 1123G)**, son of Late Rasik Chandra Das, by nationality Indian, by faith - Hindu, by occupation Chartered Accountant, presently residing at 1/3, Avenue East, Modern

25.01.16.  
 1-14536/16  
 No. 57, 11, 969/  
 Government

*[Signature]*  
 Registrar of Assurances, Karnataka

147694

M. Debnath A/c

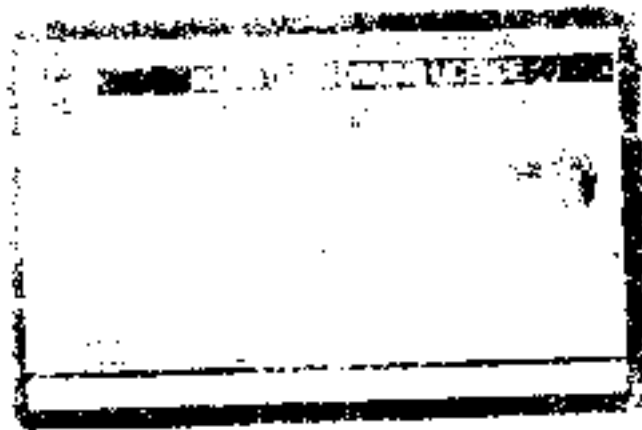


19 JAN 2016

304

HAFIZUL MOLLA  
EADAR-LI) TAJNAL MOLLA  
6 TATOLA AVENUE  
KOLKATA-13  
PO-TALTOLA-PS-TALTOLA  
3AVES

Al



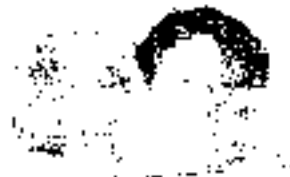
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Vehicle Class	Date of Issue
	00000000

Badge Details		
Number	Date of Issue	Expiry Date
00000000		00000000

1. Name of the Candidate  
 2. Roll Number  
 3. Date of Birth  
 4. Gender  
 5. Category  
 6. Address  
 7. Signature  
 8. Date



Candidate's Name ಅಭ್ಯರ್ಥಿಯ ಹೆಸರು	Roll Number ರೋಲ್ ನಂಬರ್
Date of Birth ಜನ್ಮ ದಿನಾಂಕ	Gender ಲಿಂಗ
Category ವರ್ಗ	Address ವಿಳಾಸ
Signature ಸಹಿ	Date ದಿನಾಂಕ

*Chinnappa*

1. Name of the Candidate  
 2. Roll Number  
 3. Date of Birth  
 4. Gender  
 5. Category  
 6. Address  
 7. Signature  
 8. Date

1. Name of the Candidate  
 2. Roll Number  
 3. Date of Birth  
 4. Gender  
 5. Category  
 6. Address  
 7. Signature  
 8. Date

Name ಹೆಸರು	Roll No ರೋಲ್ ನಂಬರ್
Date of Birth ಜನ್ಮ ದಿನಾಂಕ	Gender ಲಿಂಗ
Category ವರ್ಗ	Address ವಿಳಾಸ
Signature ಸಹಿ	Date ದಿನಾಂಕ



भारतीय निर्वाचन आयोग  
भारत  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD

DZVY0055896



निर्वाचक नाम : सजीवकुमार देव

Elector's Name : Sanjivkumar Des

पिता नाम : राजेंद्र देव

Father's Name : Rajendra Des

लिंग / लिंग : पुरु / M

जन्म तारीख : 25/01/1950  
Date of Birth

*Sanjiv Kumar Des*

PERMANENT ACCOUNT NUMBER

AFFPD0970G



SUBRATA DAS

CHITTARANJAN DAS

05-05-1968

Signature line

*Subrata Das*

*Shakti*

COMMISSIONER OF INCOME TAX

*Handwritten notes or scribbles*



# भारत सरकार

Unique Identification Authority of India

आधार सं. / Enrollment No. 138864740959317

To  
श्रीमत् कुमार शर्मा  
B-100, Kanya Sural  
5-C, Beroke Kumbh Court  
Block-3, Flat-201, Jankar Park  
Gurgaon, Haryana  
Ghar: 701/G/201, New Delhi.

To (English)  
Shri. Kumar Sharma  
5-C, Beroke Kumbh Court  
Block-3, Flat-201, Jankar Park  
Gurgaon, Haryana  
Ghar: 701/G/201, New Delhi.



MPS3J041640FT



आपका आधार क्रमांक / Your Aadhaar No. :

**4269 4692 3592**

आधार - आम आदमी का अधिकार



भारत सरकार  
Unique Identification Authority of India

द्वारा जारी किया  
B-100, Kanya Sural  
5-C, Beroke Kumbh Court  
Block-3, Flat-201, Jankar Park  
Gurgaon, Haryana  
Ghar: 701/G/201, New Delhi.



4269 4692 3592

आधार - आम आदमी का अधिकार



# सूचना

- आधार पहचान का प्रमाण है, नगरिकता का नहीं।
- पहचान का प्रमाण अंतिम अद्यतन प्रमाणिकरण द्वारा प्राप्त करें।

# INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

आधार देश भर में मान्य है।

आधार अधिकार में सरकारी और गैर-सरकारी सेवाओं का तथा उद्योगों में उपयोग होगा।

Aadhaar is valid throughout the country.

Aadhaar will be helpful in availing Government and Non-Government services in future.



भारत सरकार  
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द्वारा जारी किया  
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Ghar: 701/G/201, New Delhi.

4269 4692 3592

आधार - आम आदमी का अधिकार

Park, PO – Santoshpur, P.S. – Purba Jadavpur, Kolkata – 700075, (2) **SHRI SANJIB KUMAR DAS (PAN NO. CGXPD 6129G)**, son of Late Rasik Chandra Das, by nationality – Indian, by faith – Hindu, by occupation – Service, presently residing at Golabati, G.P. Road, Bagmore, PO – Kanchrapara, P.S. – Bijpur, North 24 Parganas and (3) **SHRI SUBRATA DAS (PAN NO. AFPPD 0970G)**, son of Late Chittaranjan Das, by nationality – Indian, by faith – Hindu, by occupation – Medical Practitioner, presently residing at Golabati, G.P. Road, Bagmore, PO – Kanchrapara, P.S. – Bijpur, North 24 Parganas hereinafter collectively referred to as '**OWNERS**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives, nominees and assigns) hereinafter collectively referred to as the "PARTY" of the **FIRST PART**

**- A N D -**

**M/s I-RED CONCRET & ALLIED CONSTRUCTION PRIVATE LIMITED (PAN No: AABCI 9260J)**, a company within the meaning of the Companies Act, 1956 and having its registered office at 6, Puran Chand Nahar Avenue, P.O. Dharmatala, P.S. Taltala, Kolkata- 700013, represented by its Director Bikram Kumar Saraf (**PAN NO. AVRPS6829 B**), son of Binode Kumar Saraf, by faith Hindu, by occupation Business, residing at 1, Jubilee Park, Flat No. 3N, Block-3, P.S. Jadavpur, P.O. Tollygunge, Kolkata 700033, West Bengal herein after called as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successor/successors in interest, legal representatives and/or assigns) of the **SECOND PART**.

**W H E R E A S :**

- (1) One Usha Rani Das, wife of Late Rasik Chandra Das, predecessor in interest of the vendors herein purchased by way of a registered deed of conveyance executed and registered on 12<sup>th</sup> August, 1962 from one Kalipada Bauri all that Bastu land measuring 7.00 decimal, lying and situate at Mouza – Mallikerbag, J.L. No. 1, Pargana – Haveli Sahar, C.S. Dag No. 47 (corresponding to L.R. Dag No. 275), Khatian No. 130 (R.S. Khatian No. 12) and the said deed of conveyance is registered in the office of Naihati Sub Registry Office and recorded in Book No. 1, Volume No. 80, pages 187 to 189 being Deed No. 9509 for the year 1962.



- (2) After purchase of the said land measuring 7.00 decimal the said Usha Rani Das mutated her name in the records of the concerned Block Land & Land Reforms Office and paid requisite taxes and outgoings in respect thereof.
- (3) One Rasik Chandra Das, predecessor in interest of the vendors herein purchased by way of registered deed of conveyance executed on 4<sup>th</sup> March, 1967 from one Mathor Chandra Bauri all that Bastu land measuring 4.50 decimal lying and situate at Mouza – Mallikerbag, J.L. No. 1, Pargana – Haveli Sahar, R.S. Dag No. 36 (corresponding to L.R. Dag No. 271), R.S. Khatian No. 673 (Khatian No. 962) and the said deed of conveyance was registered in the office of Naihati Sub Registry Office and recorded in Book No. 1, Volume No. 20, pages 102 to 105 being Deed No. 1218 for the year 1967.
- (4) The said Rasik Chandra Das after purchase of the said land measuring 4.50 decimal duly mutated his name in the records of the concerned Block Land & Land Reforms Office and paid requisite taxes and outgoings in respect thereof.
- (5) The said Rasik Chandra Das also purchased another land measuring 3.30 decimal lying and situate at Mouza – Mallikerbag, J.L. No. 1, Pargana – Haveli Sahar, R.S. Dag No. 47/406 (corresponding to L.R. Dag No. 278), R.S. Khatian No. 72 (Khatian No. 962) from one Kalipada Bauri and Nemai Chandra Bauri and the said deed of conveyance was registered on 20<sup>th</sup> May, 1967 in the office of Naihati Sub Registry Office and recorded in Book No. 1, Volume No. 39, pages 126 to 129 being Deed No. 3149 for the year 1967.
- (6) The said Rasik Chandra Das after purchase of the said land measuring 3.30 decimal duly mutated his name in the records of the concerned Block Land & Land Reforms Office and paid requisite taxes and outgoings in respect thereof.

- (7) In the manner aforesaid, Usha Rani Das and Rasik Chandra Das became owners in respect of the following lands by way of deed of purchase mentioned hereinabove :-

Sl. No.	Mouza	Dag No.	Khatian No.	Name of the owner	Area of the land
1)	Mallikerbag	47 (LR Dag No. 275)	130	Usha Rani Das	7 decimal
2)	Mallikerbag	36 (LR Dag No. 271)	962	Rasik Chandra Das	4.50 decimal
3)	Mallikerbag	47/106 (LR Dag No. 278)	962	Rasik Chandra Das	3.30 decimal
Total =					14.80 decimal
(Equivalent to 8.954 Cottah					

- (8) That Rasik Chandra Das while ceased and possessed the aforesaid land measuring 7.80 decimal died intestate on 6<sup>th</sup> July, 1981 leaving behind his wife, Usha Rani Das, three sons namely Chittaranjan Das, Chiranjib Das and Sanjib Das and two daughters namely Renuka Das and Ila Pal being his legal heirs entitled to the said land.
- (9) One of the sons of the said Rasik Chandra Das namely Chittaranjan Das died intestate on 20<sup>th</sup> October, 1997 leaving behind his mother, Usha Rani Das, wife namely Maya Das, one son namely Shri Subrata Das and one daughter namely Mukta Dutta being his legal heirs entitled to the share of the said Chittaranjan Das.
- (10) That Usha Rani Das died intestate on 7<sup>th</sup> August, 2001 leaving behind her two sons namely Chiranjib Das and Sanjib Das, two daughters namely Renuka Das and Ila Pal and the wife and children of the pre-deceased son Chittaranjan Das.

- (11) That the wife of Chittaranjan Das namely Maya Das died intestate on 25<sup>th</sup> March, 2008 leaving behind her one son namely Subrata Das and one daughter namely Mukta Dutta being her legal heirs who are entitled to the share of Chittaranjan Das in respect of the said land.
- (12) That upon the death of Rasik Chandra Das, Usha Rani Das and Maya Das, the said land measuring 14.80 decimal lying and situate at Mouza – Mallikerbag, J.L. No. 1, Pargana – Haveli Sahar, R.S. Dag Nos. 47, 36, 47/406 (corresponding to L.R. Dag Nos. 275, 271 and 278), Khatian No. 130, 962 registered in the office of Naihati Sub Registry Office within Ward No. 2 of Halisahar Municipality (hereinafter referred to as the 'said property') and morefully mentioned in the SCHEDULE hereunder written devolved upon the following persons :-
- |      |                           |   |                         |
|------|---------------------------|---|-------------------------|
| I.   | Chiranjib Das             | : | 1/5 <sup>th</sup> share |
| II.  | Sanjib Kumar Das          | : | 1/5 <sup>th</sup> share |
| III. | Subrata Das & Mukta Dutta | : | 1/5 <sup>th</sup> share |
| IV.  | Renuka Das                | : | 1/5 <sup>th</sup> share |
| V.   | Ila Pal                   | : | 1/5 <sup>th</sup> share |
- (13) That Renuka Das and Ila Pal each bequeathed their respective share in the said property in equal shares and the said Mukta Dutta also bequeathed her share in the said property in favour of the vendor No. 3 herein through a registered Deed of Gift executed on 26<sup>th</sup> February, 2015 and the said Deed of Gift was registered in the Office of ADSR Naihati and recorded in Book No. I, CD Volume No. 4, pages 4634 to 4651, being Deed No. 01411 for the year 2015.
- (14) That consequent upon execution and registration of the said Deed of Gift, the vendors herein became the owner of the said property, each having undivided 1/3<sup>rd</sup> share thereof and the names of the said vendors have also been mutated in the records of the Halisahar Municipality.
- (15) In the manner aforesaid the First Part herein became the absolute joint OWNERS of **ALL THAT** the piece and parcel of revenue free land measuring about 14.80 Decimals (equivalent to 8.954 Cottah ) be little more or less together with two storied brick built up building lying and

situate in Mouza-Mallicker Bag, J.L. No. 1, R.S. Dag No. 36, 47, 47/406, Corresponding L.R. Dag No. 271, 275 and 278, Khatian No. 130, 962, Holding No. 91/142/32 Gola Bati G. P. Road, under Halisahar Municipality, Ward No. 2, P.S. Bizpur, District-North 24 Parganas, hereinafter referred to as the said **PROPERTY/PREMISES** (morefully described in the First Schedule hereunder written) and sufficiently seized & possessed of the said property free from all encumbrances, charges, liens, lispence, attachment, trust, whatsoever and howsoever.

(16) The First part approached the Developer herein to develop the said property and the Developer herein agreed to the same upon constructing a multi storied building thereon.

(17) The OWNERS further confirmed that except the owners herein there is none to claim in the said Property.

(18) The First part will satisfy the Developer and /or its representatives regarding his absolute right title interest in the said property.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:**

**ARTICLE - I : REPRESENTATION AND ASSURANCES OF THE OWNERS**

**1. BEFORE EXECUTION OF THIS AGREEMENT THE OWNERS HAVE REPRESENTED AND ASSURED TO THE DEVELOPER AS FOLLOWS:-**

- (i) That the said property is free from all encumbrances, charges, liens, lispens, attachments whatsoever or howsoever;
- (ii) That excepting the present OWNERS nobody has any right, title, interest, claim, demand, whatsoever, or howsoever, into or upon the said property;

- (iii)** That there is no notice or acquisition or requisition received or pending in respect of the said premises No. 91/142/32 Gola Bati G. P. Road, under Halisahar Municipality, Ward No. 2, P.S. Bizpur, District-North 24 Parganas or any portion thereof;
- (iv)** The OWNERS also assured that the said property does not fall under the Urban Land (Ceiling & Regulation) Act 1976;
- (v)** The Owners have declared to the Developer that the Owners have a marketable title in respect of the said premises including the said building situated thereon without any claim, right, title, interest of any person thereon or therein and the Owners have absolute right to enter into this agreement with the Developer and the OWNERS hereby undertake to indemnify and keep the Developer indemnified against any third party's claims actions and demands whatsoever with regard to the title and Ownership of the OWNERS ;
- (vi)** There are no tenant/tenants in the said property and the Owners are enjoying uninterrupted physical and khas possession of the said property.
- (vii)** The Owners shall handover the remaining area of the said premises free from all types of encumbrances within 30 days from the date of obtaining sanction building Plan from the Halisahar Municipality or within 3 months from the date of execution of this Agreement, whichever is later.
- (viii)** That the Owners have not entered into any agreement with any other person or person/company or companies in connection with the development/sale/transfer of his right, title, interest in respect of the said property or any portion thereof prior to execution of this Development Agreement.
- (ix)** The Owners shall take all steps to convert the classification of Land to BASTU in the records of the concerned authority.

**ARTICLE - II : REPRESENTATION AND ASSURANCES OF THE DEVELOPER**

- 2.1** The Developer has represented that the Developer has prima facie satisfied with regard to the title of the property. The Developer shall cause all necessary searches at its own costs with regard to the marketability of the title of the property and shall cause paper publication. However, the OWNERS hereby undertake to keep the Developer indemnified against all the third party's claims with regard to the title in respect of the said property and further undertake not to create any encumbrances on the premises or on any part thereof.
- 2.2** The Developer has received symbolic possession of an area of 500 sq.ft. on the ground Floor of the building lying and situate in the said premises from the Owners in terms of this Development Agreement.

**ARTICLE - III : DEFINITION**

- 3. In this Agreement unless there be something contrary or repugnant to the subject or context :-**
- (i) ADVOCATE** - shall mean MANAS DASGUPTA, Advocate of 4, Kiran Sankar Roy Road, Ground Floor, Room No. 11, Kolkata-1.
  - (ii) ARCHITECT** - shall mean such persons who may be appointed by the Developer for both designing and planning the building on the said premises.
  - (iii) ASSOCIATION** - shall mean a society or Syndicate or Association to be promoted and formed by the Developer for maintenance of the said residential-cum-commercial building.
  - (iv) PARKING SPACE** - shall mean the covered/open space in the premises for parking of a medium sized motorcar.
  - (v) PREMISES/PROPERTY** - shall mean Municipal Premises No. 91/142/32 Gola Bati G. P. Road, under Halisahar Municipality, Ward No. 2, P.S. Bizpur, District-North 24 Parganas more fully described in the First Schedule hereunder written delineated in the plan or map annexed hereto and border in red thereon.

- (vi) **OWNERS** - shall mean (1) Shri CHIRANJIB DAS, son of Late Rasik Chandra Das (2) Shri SANJIB KUMAR DAS, son of Late Rasik Chandra Das and (3) Shri SUBRATA DAS, son of Late Chittaranjan Das, and their respective legal heirs, legal representatives, executors, administrators and/or assigns.
- (vii) **DEVELOPER** - shall mean **M/s I-RED CONCRET & ALLIED CONSTRUCTION PRIVATE LIMITED (PAN No: AABCI 9260J)** which includes its successor/successors in interest, legal representatives, executors, administrators and/or assigns.
- (viii) **MULTISTORIED RESIDENTIAL - CUM - COMMERCIAL BUILDING** - shall mean the building to be constructed on the said Premises No. 91/142/32 Gola Bati G. P. Road, under Halisahar Municipality, Ward No. 2, P.S. Bizpur, District-North 24 Parganas by the Developer in accordance with the plan to be sanctioned by Halisahar Municipality.
- (ix) **BUILDING PLAN** - shall mean the plan or plans of the proposed buildings to be prepared by the Architect to be appointed by the Developer and submitted by the Developer on behalf of the OWNERS to Halisahar Municipality for obtaining sanction at the cost and efforts of the Developer for construction of multi-storied residential-cum-commercial building to be constructed on the Municipal Premises No. 91/142/32 Gola Bati G. P. Road, under Halisahar Municipality, Ward No. 2, P.S. Bizpur, District-North 24 Parganas and the same to be sanctioned by Halisahar Municipality and shall include any revised and/or amendment thereto and/or modification therein or caused to be made by the Developer with the consent of the OWNERS from time to time.
- (x) **OWNER'S ALLOCATION** - shall mean 35% of the total sanctioned area including 35% of covered/open car parking spaces on the ground floor of the proposed building to be constructed at the said premises together with proportionate right over the common areas and/or common facilities and/or

common amenities and open space on pro rata basis, as fully and particularly set-out in **PART-I** of the SECOND SCHEDULE hereunder written.

The Developer has paid a sum of Rs.1,25,000/- (Rupees One Lac Twenty Five Thousand) only to the owners/First party as Advance ( hereinafter referred to as the said "**Refundable Advance**"), which will be refunded by the Owners to the Developer upon mutual terms It is recorded that till execution of this Agreement, the Developer has already paid a sum of Rs.1.25 lacs to the Owners, which the Owners have acknowledged to have received under the Memo of Consideration written hereunder.

- (xi) **DEVELOPER'S ALLOCATION** - shall mean 65% of the total sanctioned area including 65% of covered/open car parking spaces, on the ground floor of the proposed building together with entirety of the roof in the proposed building to be constructed at the said premises together with proportionate right over the common areas and/or common facilities and/or common amenities and open space on pro rata basis, as fully and particularly set-out in **PART-II** of the SECOND SCHEDULE hereunder written.
- (xii) **COMMON AREA AND FACILITIES-** shall mean staircase, pathways, right over the service area, corridor, drains, sanitary, water pipes, electric and telephone wiring, statutory fire fighting facilities, lift, lift shafts, corridors, passage ways, drive ways, entrance, motor room, water pump room, water reservoir, overhead water tanks, generator room and facility whatsoever appurtenant to the said proposed multistoried residential-cum-commercial building.
- (xiii) **LAND** - shall mean all those lands and ground consisting an area of about 14.80 Decimals (equivalent to 8.954 Cottahs) be



little more or less together with two storied brick built up building lying and situate in Mouza-Mallicker Bag, J.L. No. 1, R.S. Dag No. 36, 47, 47/406, Corresponding L.R. Dag No. 271, 275 and 278, Khatian No. 130, 962, Holding No. 91/142/32 Gola Bati G. P. Road, under Halisahar Municipality, Ward No. 2, P.S. Bizpur, District-North 24 Parganas.

- (xiv) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the New Building/s and the said Premises and in particular the Common Areas and Installations and other common purposes and rendition of services in common to the purchasers / holders of units therein.
- (xv) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the New Building/s and the said Premises and in particular the common areas and installations, rendition of services in common to the purchasers / holders of units in the New Building/s, collection and disbursement of the common expenses and dealing with all matters of common interest of the purchasers / holders of units in the New Building/s.
- (xvi) **UNITS** shall mean all the saleable spaces / constructed areas in the New Building/s, be they flats, apartments, shops, offices, showrooms, commercial / retail spaces etc., capable of being independently and exclusively held used occupied and enjoyed **and** shall include the open terraces, if any attached to any unit/s.
- (xvii) **SPECIFICATIONS** shall mean the general specifications and/or materials to be used for construction erection and completion of the OWNERS 's Allocation as more fully and particularly described in the **THIRD SCHEDULE** hereunder written.
- (xviii) **FORCE MAJEURE** shall mean and include the circumstances beyond the control of the Developer such as fire, explosion,

earthquake, lightning, accumulation of rain water or any unforeseen weather condition, lockout, strike, go-slow, riots, civil disturbances, insurgency, enemy action, war declared or undeclared, temporary or permanent interruption in the supply of utilities serving the project in connection with the work, injunction or orders of any government/ civic bodies/Halisahar Municipality or any other authorities.

- (xix) **NOTICE** shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4<sup>th</sup> day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto.
- (xx) **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried buildings to purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act 1961 and the Transfer of Property Act.
- (xxi) **DELIVERY OF POSSESSION** - Within 30 days from the date of obtaining sanction building Plan from the Halisahar Municipality or within 4 months from the date of execution of this Agreement, whichever is later, the OWNERS shall vacate and deliver vacant possession of entirety of the said Premises to the Developer so as to enable the Developer to proceed with the development of the said Premises in terms hereof.
- (xxii) Words importing **singular** shall include **plural** and vice versa.
- (xxiii) Words importing **masculine** gender shall include **Feminine** and **Neuter** genders **And** likewise words importing feminine gender shall include masculine and neuter genders **And** similarly words importing Neuter gender shall include masculine and feminine genders.

**ARTICLE - IV : INTERPRETATIONS**

**4. INTERPRETATIONS : In this Agreement (save to the extent that the context otherwise so requires):**

- (i) Any reference to any act of Parliament or legislature whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all rules, instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
- (ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated in writing.
- (iii) A reference to a statutory provision shall include a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- (iv) Any reference to this agreement or any of the provisions thereof shall include all amendments and modification made to this Agreement in writing from time to time.
- (v) The **Schedules** to this Agreement shall have effect and be construed as an integral part of this agreement.

**ARTICLE - V : DEVELOPER'S RIGHTS AND OBLIGATION**

**5.1 DEVELOPER'S RIGHTS :**

- (a) The Developer shall cause a paper publication of this Development transaction in the newspaper and shall make necessary searches before the concerned authority and the Owners shall be liable to make marketable title of the said property.
- (b) The Owners doth hereby permit and grant exclusive right to the Developer to develop the said Premises/Property by constructing New Building/s thereat in accordance with the plan as be sanctioned by the concerned authorities for mutual benefit and for the consideration and on the terms and conditions herein contained.

(c) That the Owners do hereby grant the exclusive right of development of the said property unto and in favour of the Developer with the intent and object that the Developer can get the necessary map or plan prepared by a duly authorized Architect for being submitted to the Halisahar Municipality (hereinafter called as Municipality) for sanction and shall construct, erect and complete the Multistoried Residential-cum-Commercial Building on the said premises being complete in all respects in accordance with the plan to be sanctioned by the said MUNICIPALITY (including modification thereof) and specifications as provided in the Third Schedule written hereunder. The owners agree to assist in any form and also to apply to the Halisahar Municipality to get the plan sanctioned

(d) The rights granted to the Developer to develop the said Premises shall not be revoked or terminated by the Owners so long the Developer is ready and willing to comply with its obligations herein contained and to act in terms of this agreement.

(e) Simultaneously with sanction of the Plan, the Developer shall undertake the work of construction thereat.

(f) It is recorded that the Owners have in the meantime deposited the original title deeds of the said Premises with the Developer inter alia for purposes related to plan sanction, approval of projects by banks / financial institutions etc., and other purposes with liberty to the Developer to deliver the same to banks / financial institutions etc. in case so required to enable the Developer for obtaining loans etc., from such banks / financial institutions etc. by creating charge or lien on the Developer's Allocation and shall also give a consent letter for property mortgage in favour of the Banks and financial institutions PROVIDED HOWEVER no financial liability shall be foisted upon the OWNERS in any manner whatsoever or on the OWNERS 's Allocation.

(g) Immediately after delivery of possession of the said Premises by the Owners to the Developer, the Developer shall be entitled to demolish the existing structures at the said Premises (including foundation thereof).

(h) The Developer shall prepare the plan for construction of Building/s at the said Premises in consultation with the Owners and shall apply to the concerned authorities for sanction of the same in the name of the Owners.

(i) During preparation and sanction of the plan, the Developer shall endeavor to utilize maximum possible FAR (Floor Area Ratio) available in respect of the said Premises.

(j) In case any permission or clearance or no objection of any authority be required for plan sanction, construction and development etc. [including clearances under the Urban Land (Ceiling & Regulation) Act, 1976], then the Developer shall render all assistance and co-operation to the Owners in obtaining the same.

(k) In case the Owners make any request to the Developer in writing seeking structural / civil changes in the Owners' Allocation after sanction of the plan, then the Owners shall be liable for all costs and expenses in connection therewith.

(l) In case after sanction of the plan, any additional floor / storey / area is sanctioned by the concerned authorities, then the same shall exclusively be belonged to the Developer.

(m) The sanction fee for sanction of the plan for the New Building/s shall be borne and paid by the Developer.

(n) For the purposes connected with the preparation, submission and sanctioning of the plans, the Owners shall render all co-operation and assistance to the Developer in getting the premises surveyed and soil thereof tested and shall sign execute and deliver and submit all papers plans applications documents and other papers and documents, if available, relating to the said Premises as may from time to time be required of by the Developer and/or the Architects.

(o) The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the

construction and completion of the New Building/s and obtaining inputs, utilities and facilities therein and the Owners agree to execute such papers and documents and do such other acts deeds and things as be reasonably required by the Developer therefor.

(p) For the purpose of construction of the New Building/s, the Developer shall be entitled to appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staffs and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer. Staff and employees engaged by the Developer, if any, shall be the employees of the Developer and the OWNERS shall not in any way be liable or responsible for their salaries, wages, remuneration etc.

(q) The Developer shall have the right to appoint any Co-Developer or Financer for smooth and successful completion of the construction of the Multi storied building.

## **5.2 THE DEVELOPER SHALL BE ENTITLED :-**

- a.** To construct and complete the said multi-storied residential cum commercial building in all respect in terms of this Agreement and in accordance with the plan to be sanctioned by the authorities concerned and as per the specifications mentioned in the Third Schedule within the specified time stated hereinabove.
- b.** To enjoy, negotiate and enter into Agreement for Sale with buyers and accept advance and/or consideration money for the disposal of Developer's allocation as its may think fit and proper from all such person or persons of this choice, without any interference from the Owners.
- c.** The Developer will be entitled to enter into an Agreement for Sale and/or transfer the respective share of its own allocation in the proposed building and for entering into such agreement

with the prospective buyers the Developer shall be at liberty not to make the Owners as party to the said Agreements, provided, however, at the time of execution of the Deed of Conveyance the Owners shall be a party to such Deed along with the Developer. It is, however, agreed between the parties hereof that the Owners shall join as party to the Agreement for Sale with the prospective buyers of the Developer's allocation as no consideration is received by the Owners with regard to the sale of Developer's allocation and for which the Owners agree to grant a Power of Attorney to the Developer. It is further made clear that the Owners shall only be held liable for transferring the undivided proportionate share of land attributable to Developer's allocation.

- d. The Developer shall also be entitled to have the existing building demolished either by themselves as through any Contractor to be appointed by the Developer and so far as the salvage in respect of the aforesaid property, the Developer shall take the entire salvage value of the property.

**5.3 Developer's Obligation** – it shall be the responsibility and obligation of the Developer to comply with the terms and conditions as follows :-

- a) The Developer is required to pay a sum of Rs.1,25,000/- (Rupees One Lac Twenty Five Thousand) only to the owners/First party as Advance ( hereinafter referred to as the said "**Refundable Advance**"), which will be refunded by the Owners to the Developer upon mutual terms It is recorded that till execution of this Agreement, the Developer has already paid a sum of Rs.1.25 lacs to the Owners, which the Owners have acknowledged to have received under the Memo of Consideration written hereunder.
- b) To obtain the sanctioned plan of the proposed building from the Halisahar Municipality and/or such other statutory authority or authorities for the Premises No. **91/142/32 Gola Bati G. P.**

**Road, under Halisahar Municipality, Ward No. 2, P.S. Bizpur, District-North 24 Parganas** and all such costs in regard to the said affairs will be carried by the Developer.

- c) Immediately after obtaining sanction plan, before delivery of possession of the said property it has been agreed between the parties that the Owners and the Developer shall duly demarcate their aforesaid respective allocations in the proposed building as mentioned hereto before by demarcating their respective portions with proper colour in the photo copy of the sanctioned plan and to be counter signed by the parties hereto.
- d) To commence the construction of the proposed building from the date of obtaining the sanction plan of the proposed building from the Halisahar Municipality (subject to obtaining vacant possession thereof) and to complete the construction of the proposed building within 36 (thirty six) months from the date of delivery of possession or upon obtaining the sanction plan from the competent authority or within 24 (twenty four) months from the date of obtaining vacant possession of the said property whichever is later and further extension of time for 6 (six) months will be availed by the Developer, if required.
- e) That within one year from the date of completion of the building, the Developer shall furnish not only the completion certificate issued by the Halisahar Municipality but also the certificate of the structure engineers of the Architect about the structural stability of the aforesaid building and the Developer shall be responsible for rectify and/or remove any defect in the construction or any damages (due to any defective construction), if detected during the period of 1 year from the date of completion of the building and handing over the OWNERS 's allocation thereof.
- f) That the Developer shall construct and complete the said Multi-storied residential cum commercial building as per sanctioned plan and specification as per third Schedule as already agreed



upon and shall undertake full responsibility and the OWNERS shall not be responsible and shall be indemnified by the Developer for any incident or accident which may occur in the said premises due to its construction activities and/or faulty design and/or any other anomaly or defect or default whatsoever and the Developer shall keep the Owners fully indemnified at all times against any loss or damage which may be caused to the Owners or any one else due to any accident during construction or for unauthorized construction (if any) in deviation of the sanctioned plan and/or due to any other cause whatsoever.

- g) That in consideration to the Developer constructing the said building and the terms and conditions contained in this Agreement and the obligation to be fulfilled by the Developer, the Developer shall be entitled to demarcate the Developer's allocation on the sanction building plan.

**5.4 The Developer further Agrees :**

- a) To incur all costs, charges and expenses for obtaining the sanctioned plan of the building to be constructed at the aforesaid premises and also for any modification thereof and also to get the aforesaid plan duly sanctioned by the Halisahar Municipality.
- b) To get the said plan prepare and after due approval of the same by the Owners to submit the same to the Halisahar Municipality and/or other authorities after completion of necessary searches and on Owners making out a marketable title in respect of the said property.
- c) To frame rules and regulations regarding the use of the respective allocation of the space of the Owners and Developer or their nominee or nominees of to form the Management Association and/or residential cum commercial Owners Association and/or Society for the ultimate Owner or Owners of the proposed building or buildings only with the written approval of the Owners and other residential cum commercial buyers.

- d) The Developer has paid a sum of Rs.1,25,000/- (Rupees One Lac Twenty Five Thousand) only to the owners/First party as Advance ( hereinafter referred to as the said "**Refundable Advance**"), which will be refunded by the Owners to the Developer upon mutual terms It is recorded that till execution of this Agreement, the Developer has already paid a sum of Rs.1.25 lacs to the Owners, which the Owners have acknowledged to have received under the Memo of Consideration written hereunder.
- e) That subject to Force Majeure, the Developer shall handover the part of the constructed multi-storied residential cum commercial building i.e. to the Owners' allocation within 36 (thirty six) months from the date of delivery of possession of the said property by the Owners to the Developer or upon obtaining the sanction plan from the competent authority or within 24 (twenty four) months from the date of obtaining vacant possession of the said property whichever is later and further extension of time for 6 (six) months will be availed by the Developer, if required. And, if the Developer does not complete the work within the stipulated date then the Developer shall pay to the owners Rs.20,000/- (Rupees Twenty Thousand only) as a compensation charge per month till the Developer hands over the possession to the Owners . After completion of the project, Developer shall handover the original title Deeds to the Owners.
- f) That the entirety of the Owners' allocation shall be handed over by the Developer at a time and not in piecemeal manner.
- g) The Developer shall construct the New Building/s in good substantial and workman like manner and use new and good quality of materials. The general specifications and/or materials to be used for construction erection and completion of the Owners' Allocation shall be as more fully and particularly described in the **THIRD SCHEDULE** hereunder written.

- h)** It is agreed between the Parties that the design, specification, quality of construction / finishing materials used in Owner's Allocation shall be at par with those used in the Developer's Allocation.
- i)** The Developer shall be entitled to as well as obliged to apply for and obtain connections for water, electricity, drainage, sewerage and other inputs utilities and facilities from State and Central Government authorities and statutory or other body or bodies required for construction use and enjoyment of the New Building/s at its own costs and expenses either in the name of the Developer and/or the OWNERS and for that or otherwise to close down and have disconnected the existing connections etc.
- j)** It is further agreed that the if any financial liability is created during the construction of the building, the same shall be solely on the Developer and the OWNERS shall not be liable in any manner whatsoever.
- k)** The Developer shall be solely responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed New Building/s and shall not violate any Municipal or other statutory rules and laws and abide by and observe the rules procedures and practices usually followed in making construction of New Building/s and shall indemnify the OWNERS for causing loss, if any, due to the action of the Developer.
- l)** The Developer, while making construction of the New Building/s, shall ensure that there is no deviation from the Building Sanction Plan save those which are sanctionable or can be regularised subsequently and done with the consent of the Architects and the Developer shall keep the OWNERS indemnified against all actions suits proceedings costs charges expenses demands consequences in respect thereof.

**ARTICLE -VI : OWNERS 'S COVENANTS, RIGHTS AND OBLIGATIONS****6.1 OWNERS 'S OBLIGATIONS :**

- a) The OWNERS shall be liable to pay all outgoings and all municipal taxes and charges uptill the delivery of vacant possession to the Developer.
- b) The Owners shall take all steps for mutation of their names in the records of the Halisahar Municipality in respect of the said property.
- c) Owners shall take all steps for conversion of Dag No. 271 (old Dag No. 36) from its classification "Bagan" to "Bastu" before the competent authority at their own cost.
- d) Before taking possession of the Owner's Allocation, the Owners shall pay requisite service Tax in respect of the Owner's Allocation to the concerned authority through the Developer at the applicable rate.
- e) That the OWNERS shall execute necessary Deed of Conveyance or Conveyance in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building in favour of the Developer or his nominee or nominees at any time after delivery of possession of the Owner's allocation or on the expiry of the 15 (fifteen) days from the date of servicing of notice of delivery of possession of Owner's allocation.
- f) To sign and execute all necessary plans, papers, undertakings, affidavits, documents, declaration, deeds which may be required for obtaining any modification of the sanction plan of the proposed building and constructed of the proposed building in terms of this Agreement.

- g) To sign and execute all necessary papers, undertakings, affidavits, documents, declaration, deeds which may be required for obtaining loan help from the Bank and Financial Institutions in order to construct the said multi-storied building in the said property and has agreed to assign, mortgage the said property for the said purpose.
- h) To co-operate with the Developer for construction and completion of the multi-storied residential cum commercial building at the said Premises No. 91/142/32 Gola Bati G. P. Road, under Halisahar Municipality, Ward No. 2, P.S. Bizpur, District-North 24 Parganas.
- i) That the Owners shall execute necessary Deed of Conveyance in respect of the proportionate share of land attributable to the Developer's allocation in the proposed building in favour of the Developer or his nominee or nominees at any time after full completion of construction of the building and all consideration arising therefrom shall be on Developer's account and be appropriate by the Developer towards the cost of construction of the Owner's allocation thereof.
- j) To sign and execute all Agreement for Sale, deed of Conveyances in respect of the Developer's allocation and present the same before Registration authority for registration.

**6.2 THE OWNERS HAVE FURTHER AGREED AND COVENANT AS FOLLOWS :-**

- a) Not to sell, transfer, alienate or encumber his right over the said premises except his allocation as Owner's share in the proposed multi-storied residential cum commercial building subject to such fulfilling the terms of this Agreement by such transfer.
- b) Not to cause any obstruction or interference in the construction, erection and completion of the multi-storied residential cum commercial building on the said premises.

- c) To execute a Power of Attorney appointing the Developer as his Constituted Attorney authorizing to execute Agreement for Sale, Deed of conveyance, Sale to intending Purchaser/s, sign and execute any relevant papers relating to the Sale Deed and to appear before the registration authority to complete the registration in respect of Developer's allocation aforesaid and/or constructed area of the proposed building including proportionate share of land and common rights and facilities attached thereto and the Developer shall be entitled to handover the possession of the Developer's allocation to the intending Purchaser/s. The Developer shall also be entitled to mortgage the Developer's allocation or portion thereof in terms of this presents for obtaining loan by the intending Purchaser/s and do all deeds and things necessary for completion of the project.
- d) The name of the apartment shall be such that it starts with the letter "i-RED".
- e) The OWNERS do hereby as and by way of negative covenants undertake to the Developer:
- (I) Not to enter into any agreement for sale, lease, development or otherwise create any third party interest in the said Premises, or any part thereof without the consent in writing of the Developer, save and except the OWNERS 's Allocation in the said New building as herein mentioned.
- (II) Not to induct any person as a tenant or otherwise into or upon the said Premises.
- f) The OWNERS agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the proposed New Building/s at the premises by the Developer and not to do any act deed matter or thing whereby the rights of the

Developer hereunder may be affected or the Developer is prevented from making or proceeding with the construction of the New Building/s or selling or otherwise transferring the Developer's Allocation and shall indemnify the Developer for all losses damages costs claims demands consequences suffered or incurred as a result thereof.

- g) To enable the Developer to develop the said Premises, the OWNERS shall sign execute and deliver and produce all papers documents instruments writings plans affidavits title deeds etc., as be reasonably required by the Developer from time to time therefor.
- h) For smooth and expeditious construction and completion of the Building at the said Premises, the OWNERS shall not unduly interfere in the day to day work of construction.
- i) Before, during or after the construction of the new multistoried building, the OWNERS shall not interfere with the possession of the Developer in the said premises and shall remain with the Developer free from all types of encumbrances.

6.3 In the event of the new construction work being delayed and/or destroyed by earthquake, tempest or other act of God, Fire, Riots, Legal problems, Civil commotion or any other irresistible forces not caused by any act of the Developer and/or their workmen in that situation, the Developer shall not be treated as defaulter and not responsible for delayed construction beyond the period of 3 months and others as indicated above, but for such occurrence if any should be brought to the notice of the OWNERS by writings.

Simultaneously, if the construction work, while in progress, being delayed due to irregular and delayed supply of material and/or stopped due to non-supply of materials and/or labour trouble or any other incident himself and ensure speedy completion of the work using obviously superior quality materials and skilled labour force to finish the project within the stipulated period as indicated above.

6.4 That the said property is now free from all encumbrances as is declared by the OWNERS and during the construction work if any sort of legal complication as to the right, title and interest of the OWNERS shall appear over any encumbrances is found, the OWNERS shall be held responsible to answer and remove all such legal complications / defects regarding his right, title and interest in the property at his own cost and expenses. The Developer shall not be made liable and/or responsible on all out of such unwarranted and unforeseen situation and shall not be held liable and/or responsible for delay so far in completion of the construction work. It is further agreed that the Developer shall extend all possible help to the OWNERS for sorting out any problem or defects, if any.

6.5 That the OWNERS hereby agrees and covenants with the Developer to not to violate or contravene any of the clause on this presents and the OWNERS do and keeps the Developer indemnified against all such claims and damages that may suffered by the Developer because of such violation and/or contraventions.

6.6 That the OWNERS do hereby declare that no suits/cases either Civil or Criminal and/or any other proceedings are pending in any Court of law in respect of the Schedule referred property and if so, the OWNERS shall be held liable to compound, compromise, withdraw, settled with the litigants as early as possible and thereby ensure the Developer for such removal of legal complications immediately.

6.7 The OWNERS do hereby agrees and covenants with the Developer to not to cause any interference or hindrance in the construction of the multi-storied building at the said entire property by the Developer.

6.8 The OWNERS shall execute further registered Power of Attorney in favour of the Developer to enable the Developer to undertake construction erection and completion of the said Project and such Power of Attorney shall remain in full force has agreed that the Developer shall be entitled to mortgage the entire land to the Bank or Financial Institution for obtaining loan for smooth completion of the construction. The OWNERS shall also execute a registered Power of Attorney in favour of the Developer relating to



sell Developer's Allocation of the property however shall not be financially responsible and/or able for any act done under the same. The said Power of Attorneys shall remain effective during the currency of this Agreement and till sale and registration of all the flats.

6.9 As and when called upon by the Developer, the OWNERS shall sign and execute the Plan, Drawings, Elevations, Sections, Forms, Applications and all other papers and instruments, verify and affirm required Affidavits and Declarations or otherwise as may be required from time to time for permissions, approvals, sanction, consent, quota, license, or otherwise relating to or arising out of construction, erection and completion of the said residential cum commercial building at the said Premises or as may be required from time to time by the Developer, without any delay, refusal, claim or demand.

6.10 The OWNERS shall also provide the Developer and/or its authorized nominee with all appropriate powers as are or may be required in connection with construction, erection and completion of the building as well as for representing it before all concerned authorities including execution all relevant papers, documents, instruments, deeds, writing in accordance with law.

6.11 Till the date of delivery of vacant and peaceful possession of the said entire property and every part thereof to the Developer, all taxes, levies, impositions and outgoings relating to and arising out of each of the land shall be paid and borne by the OWNERS shown as outstanding as on the said date either determined and demanded for the said period and keep the Developer duly indemnified against all or any claim demand, certificate, liability, penalty, cost, expense, prejudice or damages, if any incurred or suffered by the said Developer therefore.

6.12 The OWNERS shall not do any act deed or things whereby the Developer may be prevented from construction and completion of the said multi residential cum commercial building provided the Developer acts in terms of this Agreement.

**ARTICLE - VII : SPACE ALLOCATION**

- 7.1 The OWNERS 's Allocation is detailed out in **PART - I** of the **SECOND SCHEDULE** hereunder written and the Developer's Allocation is detailed out in **PART - II** of the **SECOND SCHEDULE** hereunder written.
- 7.2 In lieu of the Developer constructing the New Building/s at its own costs (which includes, inter alia, the OWNERS 's Allocation) and agreeing to allocate and deliver possession of the OWNERS 's Allocation therein to the OWNERS as stated herein, the Developer shall have the exclusive right to hold own use posses occupy enjoy sell transfer deal with and dispose of the Developer's Allocation together with proportionate undivided share in the land comprised in the said premises and also in the Common Areas and Installations and realise and appropriate all sale proceeds thereof absolutely and exclusively PROVIDED HOWEVER, the same shall not create any financial liability on the said premises or on the OWNERS and the Developer shall be solely responsible for the same and such action of the Developer shall be subject to successful completion of the project.
- 7.3 It is agreed by and between the parties herein that if the developer shall make any construction including construction of any additional floor beyond the sanction plan, the same shall be the exclusive responsibility to regularize at the cost of the developer and the additional floor shall be the exclusive property of the Developer.
- 7.4 The Developer has paid a sum of Rs.1,25,000/- (Rupees One Lac Twenty Five Thousand) only to the owners/First party as Advance ( hereinafter referred to as the said "**Refundable Advance**"), which will be refunded by the Owners to the Developer upon mutual terms.

**ARTICLE-VIII- DELIVERY OF POSSESSION**

- 8.1 The Owners have handed over symbolic possession of an area of 500 Sq.ft. on the ground floor of the building lying and situate in the said premises/Property and within 30 days from the Developer having obtained the sanction of the plan by the Halisahar Municipality or

within 4 months from the date of execution of this Agreement, whichever is later, the OWNERS shall vacate and shift to the alternate accommodation and deliver vacant possession of entirety of the said Premises/Property to the Developer so as to enable the Developer to proceed with the development of the said Premises in terms hereof.

- 8.2 The Developer shall at its own costs cause the existing building and other structures standing at the said Premises to be demolished and appropriate the net proceeds of the salvage to them. The OWNERS shall not have any claim and/or demand upon the salvage of the existing building and structures.
- 8.3 The Developer hereby agrees to complete the construction of the building within 36 months from the date of receipt of vacant and khas possession of the said Premises in its entirety or the date of sanction building plan by the Halisahar Municipality whichever is later (hereinafter referred to as the said **SCHEDULED DATE OF COMPLETION**). The Developer shall not incur any liability for any delay in the delivery of the possession by reasons of FORCE MAJEURE. In any of the events of the FORCE MAJEURE, the Developer shall be entitled to corresponding extension of time for delivery of the said OWNERS 's Allocation, however such extension shall be mutually agreed by and between the OWNERS and the Developer.
- 8.4 The Developer agrees not to deliver or permit to be delivered the Developer's Allocation until such time the notice in writing to take the possession of the OWNERS 's Allocation is delivered and/or caused to be delivered upon completion of the same as aforesaid. However it shall not deter the Developer from making delivery of possession of the Developer's Allocation to its prospective buyers if the OWNERS fail and/or neglect to take possession of the OWNERS 's Allocation within 15 days from the date of issue of notice (hereinafter referred to as the said **DATE OF POSSESSION**).

- 8.5 Immediately after the completion of the new building and issue of notice to take possession of the OWNERS 's Allocation the OWNERS shall execute and/or cause to execute the deeds of Conveyance or deeds of Conveyances in respect of the undivided share or interest in the land in such part or parts as shall be required by the Developer in favour of the Developer or its prospective buyers as nominated by the Developer in respect of the Developer's Allocation at the cost of the Developer or its nominee/s.
- 8.6 The OWNERS shall sign and execute the deed of conveyance or conveyances in favour of the buyer/ developer / nominee or nominees of the Developer at the cost of the developer or nominee/s of the Developer.
- 8.7 Similarly, immediately after the completion of the new building and issue of notice to take possession of the OWNERS 's Allocation, the Developer shall execute and/or cause to execute the deeds of Conveyance or deeds of Conveyances in respect of the undivided share or interest in the land in such part or parts as shall be required by the OWNERS in favour of the OWNERS or their prospective buyers as nominated by the OWNERS in respect of the OWNERS 's Allocation at the cost of the OWNERS or their nominee/s.
- 8.8 The Developer shall sign and execute the deed of conveyance or conveyances in favour of the nominee or nominees of the OWNERS at the cost of the nominee/s of the OWNERS .

#### **ARTICLE -IX- ARCHITECTS, ENGINEERS, ETC**

- 9.1 For the purpose of development of the said Premises the Developer alone shall be responsible to appoint the Architect for the said building and the certificate given by the Architect regarding the materials used for the purpose of construction erection and completion of the new building and also specification for the purpose of construction and/or workmanship and completion of the building shall be final conclusive and binding on the parties.

- 9.2 The decision of the Architect regarding the measurements, quality of the materials and also the specification for the purpose of construction will be final conclusive and binding on the parties.

#### **ARTICLE-X-INDEMNITY**

- 10.1 The Developer hereby agrees and covenants with the OWNERS not to assign its rights under this agreement in respect of the said Premises/Property, however it shall not in any way debar the Developer from selling and transferring its share and/or from commercially exploiting the said New Building after providing OWNERS 's Allocation to the OWNERS in terms of this Agreement.
- 10.2 The OWNERS shall solely be responsible for due discharge of any liability occurring due to any act of omission and/or commission on the part of the OWNERS and shall always keep the Developer indemnified against all actions suits proceedings damages losses which may occur or take place because of any act deed matter or thing concerning the title of the said Premises/Property.
- 10.3 It has been agreed by and between the parties hereto that in the event of any claim and/or encumbrance being invoked in respect of the said Premises/Property or any part thereof by any third party due to any act, deed, matter or thing done and/or caused to be done and in any manner concerning the said Premises the entirety of all such claims, demands, losses, consequences shall entirely and exclusively be borne by the OWNERS herein and the Developer shall not be held liable nor responsible for bearing any consequence in respect thereof in any capacity thereof.
- 10.4 The Developer shall be fully responsible for any deviation or unauthorised construction or accident or mishap while making any construction and in no event the OWNERS shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified the OWNERS against all losses liabilities costs or third party claims actions or proceedings thus arising.

10.5 The OWNERS doth hereby agree and covenant with the Developer as follows:

- i) Not to cause any interference or hindrance or obstruction in the construction of the proposed Buildings at the premises by the Developer and/or its agents.
- ii) in case any permission or clearance is made mandatory by the government or any authority for the sales to be effected by the OWNERS as envisaged herein (being 65% undivided share in the land comprised in the said Premises attributable to the Developer's Allocation), which is to be obtained by the OWNERS , then the OWNERS shall have to obtain the same.
- iii) to render all assistance and cooperation to the Developer in construction of the proposed Buildings, if so required and found necessary.
- iv) not to do any act deed or thing whereby the Developer be prevented from selling transferring dealing with or disposing of the Developer's Allocation or any part thereof if done in terms of this Agreement.
- v) not to let out, grant lease, sell, transfer, mortgage, charge or otherwise encumber nor agree to do so nor part with possession of the said premises or any part thereof as from the date hereof, it being clarified that nothing contained herein shall prevent the OWNERS to deal with and dispose of the OWNERS 's Allocation upon the same being allocated identified and demarcated.
- vi) to join in as a Confirming Party, if required, in case any loan or financial assistance from any bank, financial institution etc., is taken by the Developer or by the buyers of the Developer's Allocation and shall execute all necessary documents PROVIDED HOWEVER no financial liability shall be foisted upon the OWNERS by execution of such documents.

10.6 The Developer doth hereby agree and covenant with the OWNERS as follows:

- i) in case any permission or clearance is made mandatory by the government or any authority for the sales to be effected by the OWNERS in respect of the OWNERS 's Allocation, which is to be obtained by the Developer, then the Developer shall obtain the same.
- ii) to join in as a Confirming Party, if required, in case any loan or financial assistance from any bank, financial institution etc., is taken by the OWNERS or by the buyers of the OWNERS 's Allocation and shall execute all necessary documents PROVIDED HOWEVER no financial liability shall be foisted upon the Developer by execution of such documents.
- iii) not to do any act deed or thing whereby the OWNERS be prevented from selling transferring dealing with or disposing of the OWNERS 's Allocation or any part thereof if done in terms of this Agreement.
- iv) not to let out, grant lease, sell, transfer, mortgage, charge or otherwise encumber nor agree to do so nor part with possession of the OWNERS 's Allocation or any part thereof.

#### **ARTICLE-XI-TAXES MAINTENANCE ETC**

11.1 All municipal and all other rates and taxes and other dues and outgoings in respect of the said premises accruing due till handing over vacant possession of the said premises to the Developer shall be for and to the account of the OWNERS ; those accruing after handing over possession of the said premises to the Developer till the date of the Developer offering possession of the OWNERS 's Allocation to the OWNERS shall be on account of the Developer and thereafter the OWNERS shall pay the rates and taxes in respect of the OWNERS 's Allocation only and the Developer shall pay the same in respect of the Developer's Allocation.

- 11.2 The respective parties shall be liable to pay and bear all taxes rates and other services and other outgoing including Service Tax payable in respect of their respective Allocations from the said Date of Possession the OWNERS shall be deemed to have taken possession of the OWNERS 's Allocation for the purpose of making payment of the rates and taxes and common expenses and maintenance charges whether actual physical possession of the OWNERS 's Allocation is taken or not by the OWNERS .
- 11.3 The OWNERS and the Developer shall from the Date of Possession of the OWNERS' Allocation maintain their respective portions at their own costs in a good and tenantable repair and shall not do or suffer to be done anything in or to the said Premises and/or common areas and passages of the said New Building which may be against law or which will cause obstruction or interference to the user of such common area.
- 11.4 After the said New Building is completed and the OWNERS 's Allocation is delivered the Developer and the OWNERS shall form an association of the OWNERS / occupants of the various flats in the said New Building with such rules and regulations as the Developer shall think fit and proper and the OWNERS and the Developer or its nominee/s shall be liable and agrees to make payment of the proportionate share of the maintenance charges payable in respect thereof of their respective areas.
- 11.5 Until such time Association is formed the Developer shall continue to remain responsible for the maintenance and rendition of the common services subject however to the OWNERS making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof and unless the said maintenance charges are paid by the OWNERS the OWNERS shall not be entitled and hereby agrees not to avail of any of the services.



- 11.6 The OWNERS shall be liable to pay charges for electricity in or relating to the OWNERS 's Allocation wholly and proportionately relating to common parts.

#### **ARTICLE-XII- MUTUAL OBLIGATION**

- 12.1 The OWNERS and the Developer hereby agrees and covenants with each other not to violate or contravene any of the provisions of Rules applicable for construction of the said building or buildings at the said Premises/Property.
- 12.2 The OWNERS and the Developer hereby agrees and covenants with each other not to do any act deed or thing whereby both of them are prevented from enjoying, selling, assigning and/or disposing of any of their respective allocation in the said New Building at the said Premises.
- 12.3 The OWNERS and the Developer hereby agrees and covenants with each other to join and confirm all documents of transfer relating to sale of the others allocation in the said New Building at the said Premises.
- 12.4 It is distinctly agreed and understood by and between the parties herein that according to the present statute and for the sake of convenience this agreement for development shall be registered at the cost of the developer.

#### **ARTICLE-XIII-BREACH AND CONSEQUENCES**

- 13.1 Subject to force majeure and also there is no restrain in the Halisahar Municipality granting sanction of the plan and subject to vacating the said premises by the OWNERS , the Developer shall cause to have the plan in respect of the said New Building to be sanctioned from the Halisahar Municipality within 12 months from the date hereof, failing which, the OWNERS may at their discretion be entitled to refer the breach to the Arbitrator who shall determine the consequences of the breach and the costs thereof.

13.2 In the event of either party to this agreement committing breach of any of their obligations under this Agreement the aggrieved party shall be entitled to refer the breach to the Arbitrator who shall determine the consequences of the breach and the costs.

**ARTICLE - XIV : MISCELLANEOUS**

14.1 All or any notice required to be served by any party to the other, shall, without prejudice to any other mode of service available, be deemed to have been served on the date of service if delivered by hand against due acknowledgement or on the sixth day from the date the same is sent by Registered post with Acknowledgement due at the address of the other.

14.2 That after execution of this Agreement by the OWNERS with the Developer, the OWNERS shall not create any encumbrance and/or lien in respect of the property and the Developer's exclusive right for development of the property shall not in any way be affected.

14.3 The Developer will at its own cost and expenses arrange for all material to be used for construction, being the best quality available in the market, sound and well-seasoned, and also tools, implements, scaffolding whatsoever necessary for carrying out and/or completing the said work according to the said plans and specifications. Under no circumstances, the Developer will erect the building with inferior quality materials thereby endangering the safety and lives of the intending purchasers.

14.4 This agreement is being executed in supersession of earlier Development Agreement dated 24.08.2015 executed and registered in the Office of ARA-II, Kolkata and recorded in Book No. I, CD Volume No. 1902-2015, Pages from 116151 to 116224, being No. 190209243 for the year 2015 as the said Development Agreement was not properly executed and registered.

14.5 The parties agree that the terms and conditions of this Agreement shall govern the proposed construction and the parties treat the said Development Agreement dated 24.08.2015 as cancelled by mutual consent.

14.6 In the entire document the spelling of the P S has been interchangeably used as "Bijpur" and "Bizpur" to denote the same Police Station.

#### **ARTICLE - XV : ARBITRATION & JURISDICTION**

15.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or in any manner touching these presents and/or the said Premises or determination of any liability either during the subsistence of this Agreement or thereafter shall be referred to the Sole arbitration of Mr. Manas Dasgupta, High Court, Calcutta, having address at 4, K.S. Roy Road, Ground Floor, Room No.11, Kolkata-700001 and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being thereto in force.

15.2 The Arbitrator shall have summary powers and will be entitled to set up his own procedure and the Arbitrator shall have power to give interim awards and/or directions.

15.3 The place of arbitration shall be at Kolkata and the language will be English.

15.4 District Court having jurisdiction to entertain and try all actions suits and proceedings arising out of this agreement.

#### **FIRST SCHEDULE AS REFERRED TO ABOVE**

**ALL THAT** the piece and parcel of revenue free land measuring about 14.80 Decimals (Equivalent to 8.954 Cottah Upon physical measurement) be little more or less together with two storied brick built building measuring 500

Sq ft. ( 250 Sq.ft ground floor and 250 Sq.ft. first floor) lying and situate in Mouza-Mallicker Bag, J.L. No. 1, R.S. Dag No. 36, 47, 47/406, Corresponding L.R. Dag No. 271, 275 and 278, Khatian No 130, 962, Holding No. 91/142/32 Gola Bati G. P. Road, under Halisabar Municipality, Ward No 2, P.S. Bijpur, P.O. Kanchrapara, District-North 24 Parganas, as morefully shown in sketch map annexed hereto and butted and bounded as under:

ON THE NORTH	:	Property of Rama Nandi and others;
ON THE SOUTH	:	Municipal Road and Property of Basu Das;
ON THE EAST	:	6 feet wide road and property of Narayan Das;
ON THE WEST	:	Municipal Road;

**SECOND SCHEDULE AS REFERRED TO ABOVE**

**(Space Allocation)**

**PART-I: OWNERS 'S ALLOCATION**

**OWNER'S ALLOCATION** - shall mean 35% of the total sanctioned area including 35% of covered/open car parking spaces on the ground floor of the proposed building to be constructed at the said premises together with proportionate right over the common areas and/or common facilities and/or common amenities and open space on pro rata basis.

The Developer has paid a sum of Rs.1,25,000/- (Rupees One Lac Twenty Five Thousand) only to the owners/First party as Advance ( hereinafter referred to as the said "**Refundable Advance**"), which will be refunded by the Owners to the Developer upon mutual terms. It is recorded that till execution of this Agreement, the Developer has already paid a sum of Rs.1.25 lacs to the Owners, which the Owners have acknowledged to have received under the Memo of Consideration written hereunder.

**PART- II : DEVELOPER'S ALLOCATION**

**DEVELOPER'S ALLOCATION** - shall mean 65% of the total sanctioned area including 65% of covered/open car parking spaces, on the ground floor of the proposed building together with entirety of the roof in the proposed building to be constructed at the said premises together with proportionate right over the common areas and/or common facilities and/or common amenities and open space on pro rata basis.

**THIRD SCHEDULE AS REFERRED TO ABOVE**

**(GENERAL SPECIFICATION)**

The construction to be made and equipments, fittings and fixtures to be installed and provided in the Building shall be of First Class quality and according to the plans and advise of Architect and shall include the following:

**1. FOUNDATION:**

The Foundations shall be of Reinforced Cement Concrete as per computerized design of Licensed Architect/ Structural Engineers after extensive Soil Tests and shall have approval of Halisahar Municipality.

**2. SUPER STRUCTURE:**

The Super Structures of the Building shall have Reinforced Cement Concrete Framed Structure with Reinforced Cement Concrete Roof, Columns, Beams and Slabs strictly accordingly to the design given by the Architect/Structural Engineers and plan sanctioned by Halisahar Municipality.

**3. WALLS:**

The external walls of the building shall be made of 250 mm (10") thick brick of first class quality in Cement-Sand mortar 1:5. Internal Partition Walls shall be 125mm (5") thick for toilets and partition between the two offices and balance partition walls shall be 75mm (3") thick in Cement - Sand mortar as per Architect's specification. Suitable openings for installation of A.C. Machine in the walls of each bedroom shall be provided.

4. **WALL FINISHES:**

All internal surfaces, including common areas shall be plastered with cement-sand mortar as per Architect's specification and finished with snow-white smooth plaster of paris.

All external walls shall be painted with Cement based paint (water proof) of standard make such as Snowcem, Seamcem, etc. as per colour scheme jointly agreed with the OWNERS .

5. **FLOORS:**

All flooring and skirting inside the flats i.e. flooring in bedrooms, drawing/ dining room, toilets, kitchen and verandah shall be of vitrified/ceramic or marble tiles. Marble/skirting/ceramic tiles floor in toilets, kitchen and verandah shall have proper slope to drain out water quickly. The toilets shall have 6' high dado of coloured ceramic tiles of standard make etc. mosaic tile floors shall be provided in servant's toilet, durwans room, store room, pump room and other service areas.

6. **BATHROOM:**

Good quality fittings in the Bathrooms including counter basins and ceramic sanitary wares (English type).

- (i) WALLS will be decorated with glazed tiles minimum 7 feet height.
- (ii) Concealed plumbing system using standard make G.I. pipes.

7. **DOORS & WINDOWS:**

Doors would be flush Door of good quality and/or Aluminum Sliding window.

8. **ELECTRICALS:**

Electrical wiring will be done with ISI approved PVC insulated, copper wires concealed in the walls. ELCB/MCP to be provided at the in comer of each Offices for safety. Sufficient numbers power point to be provided in each room for light, fan and A.C. Similarly at Bathroom, power points to be provided for light fan & geyser. Telephone points, T.V. points in all rooms.

9. **WATER SUPPLY:**

Underground and overhead tank to be built. A bore well is required to be dug for additional water supply subject to approval from Halisahar Municipality.

10. **COMPOUND:**

- (i) Compound will be paved wherever required and will have all around.
- (ii) 2 Nos. M.S. Grill gates to be provided.

11. **LIFT FACILITY:**

3 or 4 passenger capacity electric elevator to be installed with safety clearances from concerned authorities.

12. **GENERATOR:**

A diesel/petrol generator with AMF panel to be provided to cope up emergency power requirements.

13. **MISCELLANEOUS:**

- (i) Well designed entrance lobby.
- (ii) Boundary wall with decorative gate.
- (iii) Fire fighting arrangement as directed by the Director of West Bengal Fire Service.
- (iv) Water proof treatment on terraces.

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

**SIGNED SEALED AND DELIVERED  
BY THE OWNERS IN PRESENCE OF:**

1. Anisik Sen  
4/A1, Sechura Baran Lane  
Kolkata - 700142
2. Hafiz Molla

— [Signature]  
— [Signature]  
— Subrata Das

**SIGNED SEALED AND DELIVERED BY  
THE DEVELOPER IN PRESENCE OF:**

1. Anisik Sen  
4/A1, Sechura Baran Lane  
Kolkata - 700142
2. HAFIZULMOLLA  
6-TALTO LA AVENUE  
KOLKATA-13

RED CONCRET & ALLIED  
CONSTRUCTION PVT. LTD.  
[Signature]  
Director



**MEMO OF CONSIDERATION**

Received a sum of Rs.1,25,000/- (Rupees One Lac Twenty Five Thousand) only from the Developer as **Refundable Advance** under the Memo as follows

:

✓ [Signature]  
 ✓ [Signature]  
 ✓ Subrata Sen

**(OWNERS / VENDORS)****IN PRESENCE OF :**

1. Anubhav Sen  
 A/41, Jalandhar Park Lane  
 KOLKATA, West Bengal

2. HAFIZUL MULLA  
 C. TALTOLA AVENUE  
 KOLKATA-13

**Drafted by :**

M. N. S. (Signature)  
**Advocate**

**High Court, Calcutta**

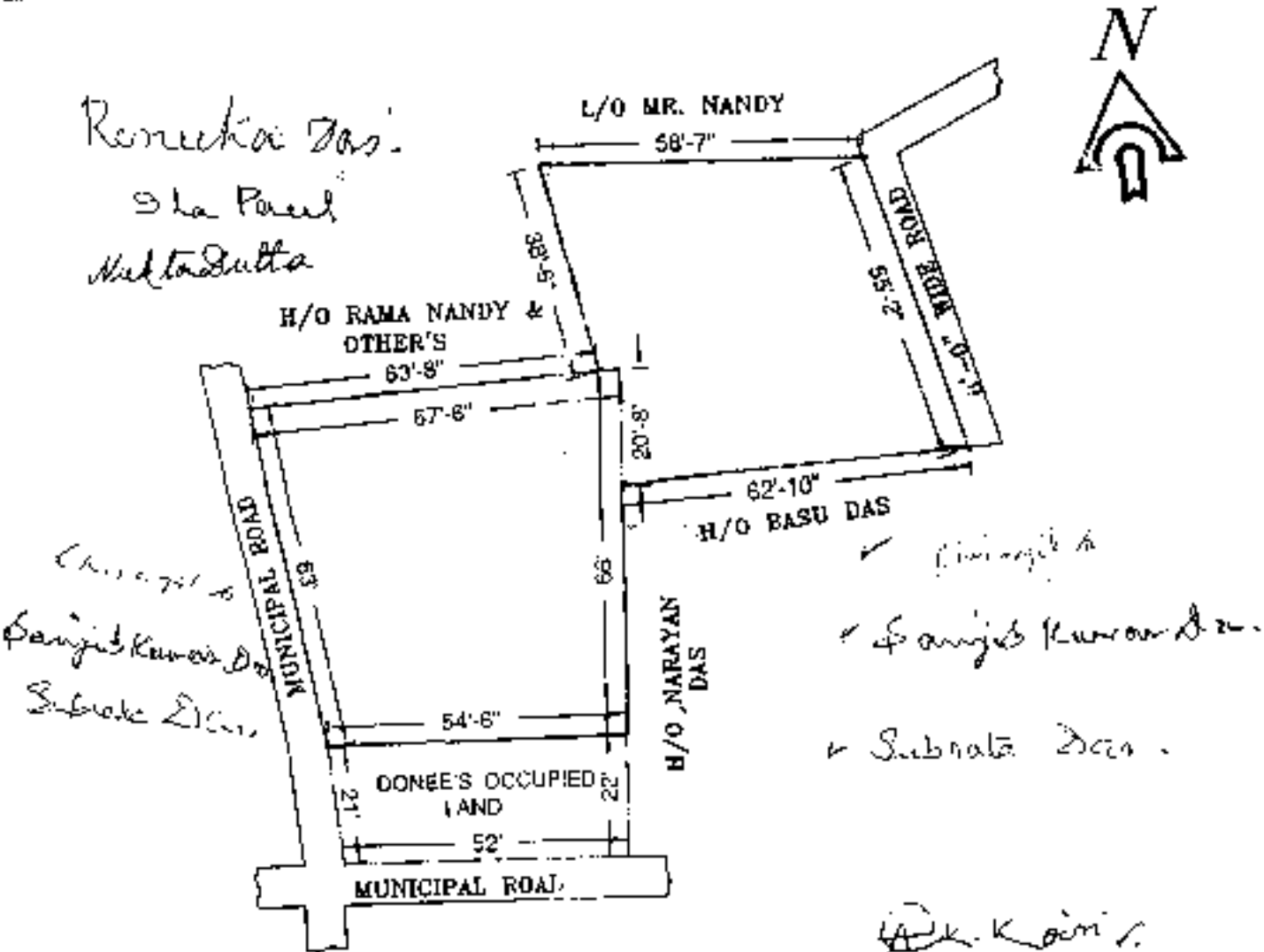
Final A.C.F. 592 / 1999

**SKETCH SHOWING THE SITE PLAN FOR GIFT DEED OF  
 MOUZA :- MALLICKER BAG, J. L. NO :- 1, DAG NO :- R. S. 36,47,  
 47/406, L. R. 271,275,278, KHATIAN NO :- 130,962, HOLDING NO :-  
 91/42/32, AT GOLA BATI G. P. ROAD UNDER HALISAHAR  
 MUNICIPALITY, WARD NO :- 02, P. S. :- BIZPUR, DIST :- NORTH  
 24 PARGANAS.**

**(AS PER PHYSICAL POSSITION) SCALE :- 30' - 00" = 1"**

**AREA OF STATEMENT :-**

DAG NO. - R.S.	TOTAL LAND AREA	GIFTED LAND AREA
37	04.50 DEC.	02.25 DEC.
47	07.00 DEC.	03.50 DEC.
47/406	03.30 DEC.	01.65 DEC.



*Anand Kumar*  
**ANAND KUMAR KOIRI**  
 (SURVEYOR), Lic. No. - 20017523  
 Halisahar Municipality

SIG. OF DONOR & DONEE DRAWN BY

FILE ADD: MONOJIT 15098

**I-RED CONCRET & ALLIED  
 CONSTRUCTION PVT LTD**  
*Kumar Singh*  
 Director

**SPECIMEN FORM FOR TEN FINGER PRINTS**



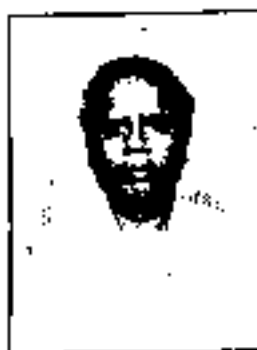
*Hammond*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



*Chiswick*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



*Samuel Newman*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



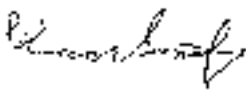




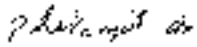
*Budweiser*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					





## Seller, Buyer and Property Details

### A. Land Lord & Developer Details



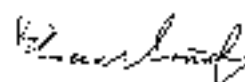
Presentant Details	
SL No.	Name, Address, Photo, Finger print and Signature of Presentant
1	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><b>Mr Bikram Kumar Saraf</b>                      1 . Jubilee Park, Block/Sector: Block 3 Flat No. 3                      N, P O:- Tollygunge, P.S:- Jadavpur, District.-                      South 24-Parganas, West Bengal, India. PIN -                      700033</p> </div> <div style="width: 20%;">  <p style="text-align: center;">25/01/2016 1:25:02 PM</p> </div> <div style="width: 20%;">  <p style="text-align: center;">LTI 25/01/2016 1:24:58 PM</p> </div> </div> <div style="text-align: center; margin-top: 20px;">  <p style="text-align: center;">25/01/2016 1 25:28 PM</p> </div>

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><b>Shri Chiranjib Das</b>                      Son of Late Rasik Chandra Das                      1/3 , Avenue East Modern Park, P.O -                      Santoshpur, P.S:- Purba Jadabpur, District:-South                      24-Parganas, West Bengal, India, PIN - 700075                      Sex. Male. By Caste. Hindu. Occupation: Others.                      Citizen of India, PAN No. ADWPD1123G.; Status                      : Individual; Date of Execution : 25/01/2016; Date                      of Admission . 25/01/2016; Place of Admission of                      Execution : Office</p> </div> <div style="width: 20%;">  <p style="text-align: center;">25/01/2016 1:26 02 PM</p> </div> <div style="width: 20%;">  <p style="text-align: center;">LTI 25/01/2016 1:25:56 PM</p> </div> </div> <div style="text-align: center; margin-top: 20px;">  <p style="text-align: center;">25/01/2016 1.26.23 PM</p> </div>

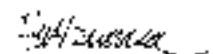
**Land Lord Details**

SL No	Name, Address, Photo, Finger print and Signature		
2	<p>Shri Sanjib Kumar Das                      Son of Late Rasik Chandra Das                      Golabati, G P Road, Bagmore, P.O.-                      Kanchrapara, P.S:- Bipur, District.-North 24-                      Parganas, West Bengal, India, PIN - 743165 Sex:                      Male, By Caste, Hindu, Occupation: Service,                      Citizen of India.; Status . Individual; Date of                      Execution : 25/01/2016, Date of Admission                      25/01/2016; Place of Admission of Execution :                      Office</p>	 25/01/2016 1:26:50 PM	 LTI 25/01/2016 1:26:43 PM
		<p align="center"><i>Sanjib Kumar Das</i>                      25/01/2016 1:27:12 PM</p>	
3	<p>Shri Subrata Das                      Son of Late Chatteranjan Das                      Golabati, G P Road, Bagmore, P O:-                      Kanchrapara, P.S - Bipur, District.-North 24-                      Parganas, West Bengal, India, PIN - 743165 Sex:                      Male, By Caste Hindu, Occupation: Others,                      Citizen of India, PAN No. AFPPD0970G.; Status .                      Individual. Date of Execution : 25/01/2016; Date of                      Admission : 25/01/2016; Place of Admission of                      Execution : Office</p>	 25/01/2016 1:24:08 PM	 LTI 25/01/2016 1:24:03 PM
		<p align="center"><i>Subrata Das</i>                      25/01/2016 1:24:27 PM</p>	

**Developer Details**

SL No.	Name, Address, Photo, Finger print and Signature		
1	M/s   Red Concrat And Allied Construction Pvt Ltd 6, Puran Chand Nahar Avenue, P.O:- Dharmatala, P.S - Taltola District.-Kolkata, West Bengal, India. PIN - 700013 PAN No. AABC19260J.; Status Organization; Represented by representative as given below:-		
1(1)	Mr Bikram Kumar Saraf 1, Jubilee Park, Block/Sector: Block 3, Flat No: 3 N, P.O:- Tollygunge, P.S:- Jadavpur, District:- South 24-Parganas, West Bengal, India. PIN - 700033 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of. India, PAN No AVRPS66296.; Status : Representative, Date of Execution . 25/01/2016; Date of Admission : 25/01/2016; Place of Admission of Execution Office	 25/01/2016 1 25:02 PM	 LTI 25/01/2016 1:24:58 PM
		 25/01/2016 1 25:28 PM	

**B. Identifier Details**

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr Hafizul Molla Son of Late Joyntal Molla 6, Puran Chand Nahar Avenue P.O:- Dharmatala, P.S.- Taltola, District:- Kolkata, West Bengal, India, PIN - 700013 Sex: Male, By Caste: Muslim, Occupation: Others, Citizen of. India.	Shri Chranjib Das, Shri Sanjib Kumar Das, Shri Subrata Das, Mr Bikram Kumar Saraf	 25/01/2016 1:27:36 PM

**C. Transacted Property Details**

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: North 24-Parganas, P.S - Bijnur, Municipality. HALISAHAR, Road: Golabati G P Road, Mouza Mallicker Bag, Ward No: 2	LR Plot No:- 276(Corresponding RS Plot No:- 47) LR Khatian No:- 130	7 Dec	70,000/-	25,24,242/-	Proposed Use: Bastu. ROR: Bastu, Width of Approach Road: 6 Ft.

29/01/2016 Query No:-19041000014536 / 2016 Deed No :-1- 190400954 / 2016. Document is digitally signed.

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L2	District: North 24-Parganas, P.S:- Bijpur, Municipality: HALISAHAR, Road: Golabati G.P Road, Mouza: Mallicker Bag, Ward No: 2	LR Plot No:- 271(Corresponding RS Plot No - 36) , LR Khatian No:- 962	4.5 Dec	30,000/-	16,22,727/-	Proposed Use: Bastu, ROR: Bastu, Width of Approach Road: 6 Ft.,
L3	District: North 24-Parganas, P.S:- Bijpur, Municipality: HALISAHAR, Road: Golabati G.P Road, Mouza: Mallicker Bag, Ward No: 2	LR Plot No - 278(Corresponding RS Plot No.- 47/406) , LR Khatian No - 962	3.3 Dec	25,000/-	11,90,000/-	Proposed Use Bastu, ROR: Bastu, Width of Approach Road: 6 Ft.,

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr Floor	250 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete
F1	Floor No: 1	250 Sq Ft	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete
S1	On Land L1, L2, L3	500 Sq Ft.	1,25,000/-	3,75,000/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Shri Chiranjib Das	M/s I Red Concret And Allied Construction Pvt Ltd	2.33333	33.3333
	Shri Sanjib Kumar Das	M/s I Red Concret And Allied Construction Pvt Ltd	2.33333	33.3333
	Shri Subrata Das	M/s I Red Concret And Allied Construction Pvt Ltd	2.33333	33.3333

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L2	Shri Chiranjib Das	M /s I Red Concret And Allied Construction Pvt Ltd	1.5	33.3333
	Shri Sanjib Kumar Das	M /s I Red Concret And Allied Construction Pvt Ltd	1.5	33.3333
	Shri Subrata Das	M /s I Red Concret And Allied Construction Pvt Ltd	1.5	33.3333
L3	Shri Chiranjib Das	M /s I Red Concret And Allied Construction Pvt Ltd	1.1	33.3333
	Shri Sanjib Kumar Das	M /s I Red Concret And Allied Construction Pvt Ltd	1.1	33.3333
	Shri Subrata Das	M /s I Red Concret And Allied Construction Pvt Ltd	1.1	33.3333

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	Shri Chiranjib Das	M /s I Red Concret And Allied Construction Pvt Ltd	166.667 Sq Ft	33.3333
	Shri Sanjib Kumar Das	M /s I Red Concret And Allied Construction Pvt Ltd	166.667 Sq Ft	33.3333
	Shri Subrata Das	M /s I Red Concret And Allied Construction Pvt Ltd	166.667 Sq Ft	33.3333

#### D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	MANAS DASGUPTA
Address	4 . KIRAN SANKAR ROY ROAD, Thana : Hare Street. Distnct : Kolkata, WEST BENGAL, PIN - 700001
Applicant's Status	Advocate



Office of the A.R.A. - IV KOLKATA, District: Kolkata

Endorsement For Deed Number : I - 190400664 / 2016

Query No/Year	19041000014536/2016	Serial no/Year	1904000612 / 2016
Deed No/Year	I - 190400664 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr Bikram Kumar Saraf	Presented At	Office
Date of Execution	25-01-2016	Date of Presentation	25-01-2016

**Remarks**

On 24/01/2016

**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 57,11,969/-

(Asit Kumar Joarder)

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A - IV KOLKATA

Kolkata, West Bengal

On 25/01/2016

**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 12:55 hrs. on : 25/01/2016, at the Office of the A.R.A. - IV KOLKATA by Mr Bikram Kumar Saraf ..

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

Execution is admitted on 25/01/2016 by

Shri Chiranjib Das, Son of Late Rasik Chandra Das, 1/3 , Avenue East Modern Park, P.O: Santoshpur, Thana. Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, By caste Hindu, By Profession Others

Identified by Mr Hafizul Molla, Son of Late Joyntal Molla, 6 , Purnan Chand Nahar Avenue, P.O: Dharmatala, Thana Tallola, , Kolkata, WEST BENGAL, India, PIN - 700013, By caste Muslim, By Profession Others

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

Execution is admitted on 25/01/2016 by

Shri Sanjib Kumar Das, Son of Late Rasik Chandra Das, Golabati , G P Road , Bagmore, P.O: Kanchrapara, Thana: Bijpur, North 24-Parganas, WEST BENGAL, India, PIN - 743165, By caste Hindu, By Profession Service

Indetfied by Mr Hafizul Molla, Son of Late Joynal Molla, 6 . Puran Chand Nahar Avenue, P.O. Dharmatala, Thana. Taltola, . Kolkata, WEST BENGAL, India. PIN - 700013, By caste Muslim. By Profession Others

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

Execution is admitted on 25/01/2016 by

Shri Subrata Das, Son of Late Chattaranjan Das, Golabati , G P Road , Bagmore. P.O. Kanchrapara. Thana Blijpur, , North 24-Parganas, WEST BENGAL, India, PIN - 743165. By caste Hindu, By Profession Others  
Indetfied by Mr Hafizul Molla, Son of Late Joynal Molla, 6 . Puran Chand Nahar Avenue. P.O. Dharmatala Thana: Taltola, . Kolkata, WEST BENGAL, India, PIN - 700013, By caste Muslim, By Profession Others

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

Execution is admitted on 25/01/2016 by

Mr Bikram Kumar Saraf DIRECTOR, M/s I Red Concret And Allied Construction Pvt Ltd, 6 , Puran Chand Nahar Avenue. P.O:- Dharmatala. P.S:- Taltola, District-Kolkata, West Bengal. India, PIN - 700013  
Indetfied by Mr Hafizul Molla, Son of Late Joynal Molla, 6 , Puran Chand Nahar Avenue, P.O: Dharmatala, Thana: Taltola, . Kolkata WEST BENGAL, India, PIN - 700013, By caste Muslim. By Profession Others

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,469/- ( B = Rs 1,364/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 1,469/-

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Draft Rs 7,010/-, by Stamp Rs 20/-

**Description of Stamp**

1. Rs 20/- is paid on Impressed type of Stamp, Serial no 147694. Purchased on 19/01/2016, Vendor named S MUKHERJEE

**Description of Draft**

1. Rs 7,010/- is paid, by the Draft(8554-16) No: 932319000382, Date: 22/01/2016, Bank: STATE BANK OF INDIA (SBI), ENTALLY.

*(Signature)*

(Asit Kumar Joarder)

ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R A - IV KOLKATA  
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2016, Page from 26507 to 26569

being No 190400664 for the year 2016.



Digitally signed by ASIT KUMAR  
JOARDER  
Date: 2016.01.29 16:31:05 +05.30  
Reason: Digital Signing of Deed.

*AS*

(Asit Kumar Joarder) 29-01-2016 16:31:04  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

(This document is digitally signed.)

