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RUPEES
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INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The signature sheet/sheets & the endorsement sheet/sheets attached with this document are the part of this document.

[Signature]
Additional District Sub-Registrar
Kolkata, New Town, Sector 24-P2

15 NOV 2016

DEVELOPMENT
AGREEMENT

1. Date : 15th November 2016
2. Place : Kolkata
3. Parties : *[Signature]*
- 3.1 NILADRI MUKHERJEE
IPAN NO. BOEPM6024RI.

son of Gourmohan Mukherjee, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Bhatenda, P.O. & P.S. Rajarhat, Kolkata - 700 135, District North 24 Parganas, West Bengal.

ADITYA MUKHERJEE [PAN NO. COGPM6923A], son of Gourmohan Mukherjee, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Bhatenda, P.O. & P.S. Rajarhat, Kolkata - 700 135, District North 24 Parganas, West Bengal.

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

AND

3.2 THE CASTLE DEVELOPER [PAN NO. AAJFT6765E], a Partnership Firm, having its office address at Bhatenda, P.O. Rajarhat, P.S. Rajarhat, Kolkata - 700 135, District North 24 Parganas, West Bengal, represented by its Managing Partner namely JAMALUDDIN BISWAS [PAN NO. AITPB0996M], son of Late Sadek Ali Biswas, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Vill. Jagadishpur, Biswas Para, P.O. & P.S. Rajarhat, Kolkata - 700 135, District North 24 Parganas, West Bengal.

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

Landowners and the Developer collectively Parties and individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Development :**
- 4.1 **Development Project & Appurtenances :**
- 4.1.1 **Project Property :** ALL THAT piece and parcel of a demarcated plot of Sali land measuring 13 (Thirteen) Decimals equivalent to 7 (Seven) Cottahs 14 (Fourteen) Chittacks 2.68 (Two Point Six Eight) sq.ft. be the same a little more or less together with cemented flooring pucca structure measuring 200 sq.ft. more or less, lying and situate at Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, Pargana - Kalikata, P.O. & P.S. Rajarhat, Kolkata - 700 135, comprised in C.S. Dag No. 420, R.S./L.R. Dag No. 574, under C.S. Khatian No. 136, R.S. Khatian No. 498, L.R. Khatian Nos. 4170 & 4171, A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, in the State of West Bengal, morefully described in the First Schedule hereinafter written.
5. **Background, Representations, Warranties and Covenants :**
- 5.1 **Representations and Warranties Regarding Title :** The Landowners have made the following representation and given the following warranty to the Developer regarding title.
- 5.1.1 **Absolute Joint Recorded Ownership of (1) Haradhan Roy, (2) Tarapada Roy & (3) Madhusudan Roy :** One (1) Haradhan Roy, (2) Tarapada Roy & (3) Madhusudan Roy, were the abosolute joint rerorded owners of land measuring 13 (Thirteen) Decimals more or less, comprised in C.S. Dag No. 420, R.S. Dag No. 574, under C.S. Khatian No. 136, R.S. Khatian No. 498, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the Distrct North 24 Parganas.

- 5.1.2 **Joint Sale by (1) Haradhan Roy, (2) Tarapada Roy & (3) Madhusudan Roy to Anima Roy** : The said (1) Haradhan Roy, (2) Tarapada Roy & (3) Madhusudan Roy, jointly sold, transferred and conveyed the aforesaid land measuring 13 (Thirteen) Decimals more or less, comprised in C.S. Dag No. 420, R.S. Dag No. 574, under C.S. Khatian No. 136, R.S. Khatian No. 498, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur I No. Gram Panchayet, in the District North 24 Parganas, to one Anima Roy, by the strength of a Registered Deed of Conveyance, registered in the office of the Sub-Registrar, Cossipore Dum Dum and recorded in Book No. I, Volume No. 61, Pages 36 to 37, being Deed No. 3368 for the year 1958.
- 5.1.3 **Sale by Anima Roy to Latika Rani Mitra** : The said Anima Roy sold, transferred and conveyed the aforesaid land measuring 13 (Thirteen) Decimals more or less, comprised in C.S. Dag No. 420, R.S. Dag No. 574, under C.S. Khatian No. 136, R.S. Khatian No. 498, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur I No. Gram Panchayet, in the District North 24 Parganas, to one Latika Rani Mitra, by the strength of a Registered Deed of Conveyance, registered in the office of the Sub-Registrar, Cossipore Dum Dum and recorded in Book No. I, Volume No. 75, Pages 268 to 270, being Deed No. 5993 for the year 1959.
- 5.1.4 **Sale by Latika Rani Mitra to Nandalal Basu** : The said Latika Rani Mitra sold, transferred and conveyed the aforesaid land measuring 13 (Thirteen) Decimals more or less, comprised in C.S. Dag No. 420, R.S. Dag No. 574, under C.S. Khatian No. 136, R.S. Khatian No. 498, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur I No. Gram Panchayet, in the District North 24 Parganas, to one Nanda Lal Basu, by the strength of a Registered Deed of Conveyance, registered in the office of the Sub-Registrar, Cossipore Dum Dum and recorded in Book No. I, Volume No. 73, Pages 1 to 4, being Deed No. 4267 for the year 1964.
- 5.1.5 **Sale by Nanda Lal Basu Kalikinkar Bhatlacharjee** : The said Nanda Lal Basu sold, transferred and conveyed the aforesaid land measuring 13 (Thirteen) Decimals

more or less, comprised in C.S. Dag No. 420, R.S. Dag No. 574, under C.S. Khatian No. 136, R.S. Khatian No. 498, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur I No. Gram Panchayet, in the District North 24 Parganas, to one Kalikinkar Bhattacharjee, by the strength of a Registered Deed of Conveyance, registered in the office of the Sub-Registrar, Cossipore Dum Dum and recorded in Book No. I, Volume No. 64, Pages 207 to 210, being Deed No. 3970 for the year 1972.

5.1.6 Absolute Ownership of Kalikinkar Bhattacharjee under Deed No. 3970 for the year 1972 : Thus on the basis of the aforesaid Registered Deed of Conveyance, bearing Deed No. 3970 for the year 1972, the said Kalikinkar Bhattacharjee, became the absolute owner of the aforesaid plot of land measuring 13 (Thirteen) Decimals more or less, comprised in C.S. Dag No. 420, R.S. Dag No. 574, under C.S. Khatian No. 136, R.S. Khatian No. 498, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur I No. Gram Panchayet, in the District North 24 Parganas.

5.1.7 Demise of Kalikinkar Bhattacharjee : The said Kalikinkar Bhattacharjee died intestate, leaving behind his second wife namely Bhabani Bhattacharjee and only married daughter namely Chandra Mukherjee, wife of Gour Mohan Mukherjee, as his heirs and successors in interest in respect of the aforesaid property, left by the said Kalikinkar Bhattacharjee, since deceased.

It is to be noted that first wife of the said Kalikinkar Bhattacharjee, since deceased namely Renu Bhattacharjee was died prior to the death of the said Kalikinkar Bhattacharjee, leaving behind her daughter Chandra Mukherjee.

5.1.8 Absolute Joint Ownership (1) Bhabani Bhattacharjee & (2) Chandra Mukherjee : Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance, the said (1) Bhabani Bhattacharjee & (2) Chandra Mukherjee, became the absolute joint owners of the aforesaid total plot of land measuring 13 (Thirteen) Decimals more or less, comprised in C.S. Dag No. 420, R.S. Dag No. 574, under C.S. Khatian No. 136, R.S. Khatian No. 498, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No.

50, Touzi No. 2998, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas and each having undivided fifty percent share in the aforesaid property.

- 5.1.9 **Gift by Bhabani Bhattacharjee to Chandra Mukherjee :** The said Bhabani Bhattacharjee gifted her share in the aforesaid land measuring 13 (Thirteen) Decimals more or less, comprised in C.S. Dag No. 420, R.S. Dag No. 574, under C.S. Khatian No. 136, R.S. Khatian No. 498, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to her co-owner, the said Chandra Mukherjee, by the strength of a Registered Deed of Gift, registered on 18.06.2008, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. I, CD Volume No. 7, Pages 20525 to 20535, being Deed No. 07890 for the year 2008.

It is to be noted here that after the demise of Kalikinkar Bhattacharjee, the said property of Kalikinkar Bhattacharjee divided in between his wife Bhabani Bhattacharjee and his daughter Chandra Mukherjee equally.

Therefore, the said Bhabani Bhattacharjee got her 50% share in the estate of Kalikinkar Bhattacharjee i.e 6.50 Decimals more or less, but in the aforesaid deed, being Deed No. 07890 for the year 2008, the said Bhabani Bhattacharjee gifted the total land i.e possessed by both i.e. Bhabani Bhattacharjee and Chandra Mukherjee, to Chandra Mukherjee.

- 5.1.10 **Absolute Ownership of Chandra Mukherjee :** Thus on the basis of her own undivided 50% share in the estate of the said Kalikinkar Bhattacharjee and on the basis of the aforesaid Registered Deed of Gift, bearing Deed No. 07890 for the year 2008, the said Chandra Mukherjee, became the absolute sole owner of the aforesaid total land measuring 13 (Thirteen) Decimals more or less, comprised in C.S. Dag No. 420, R.S. Dag No. 574, under C.S. Khatian No. 136, R.S. Khatian No. 498, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi-No. 2998, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.

- 5.1.11 **Gift by Chandra Mukherjee to the present owners, (1) Niladri Mukherjee & (2) Aditya Mukherjee :** The said Chandra Mukherjee gifted the aforesaid plot of land measuring 13 (Thirteen) Decimals equivalent to 7 (Seven) Cottahs 14 (Fourteen) Chittacks 2.68 (Two Point Six Eight) sq.ft. more or less together with cemented flooring pucca structure measuring 200 sq.ft. more or less, comprised in C.S. Dag No. 420, R.S. Dag No. 574, under C.S. Khatian No. 136, R.S. Khatian No. 498, L.R. Khatian No. 207, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, Pargana - Kalikata, P.O. & P.S. Rajarhat, Kolkata - 700 135, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, in favour of her two sons namely (1) Niladri Mukherjee & (2) Aditya Mukherjee, present owners herein, by the strength of a Registered Deed of Gift, registered on 04.06.2015, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. 1, Volume No. 1523-2015, Pages 11398 to 11412, being Deed No. 152306271 for the year 2015.
- 5.1.12 **L.R. Record by (1) Niladri Mukherjee & (2) Aditya Mukherjee :** After receiving the aforesaid property, the said (1) Niladri Mukherjee & (2) Aditya Mukherjee, recorded their names in the record of the L.R. Settlement, as follows :

| <u>Name</u> | <u>L.R. Khatian No.</u> |
|-------------------|-------------------------|
| Niladri Mukherjee | 4171 |
| Aditya Mukherjee | 4170 |

- 5.1.13 **Absolute Joint Ownership of (1) Niladri Mukherjee & (2) Aditya Mukherjee under Deed No. 152306271 for the year 2015 :** Thus on the basis of the aforesaid Registered Deed of Gift, bearing Deed No. 152306271 for the year 2015, the said (1) Niladri Mukherjee & (2) Aditya Mukherjee, present owners herein, became the absolute joint owners of **ALL THAT** piece and parcel of a demarcated plot of Sali land measuring 13 (Thirteen) Decimals equivalent to 7 (Seven) Cottahs 14 (Fourteen) Chittacks 2.68 (Two Point Six Eight) sq.ft. be the same a little more or less together with cemented flooring pucca structure measuring 200 sq.ft. more or less, lying and situate at Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, Pargana - Kalikata, P.O. & P.S. Rajarhat, Kolkata - 700 135, comprised in C.S. Dag No. 420, R.S./L.R. Dag No. 574, under C.S. Khatian No. 136, R.S. Khatian No. 498, L.R. Khatian

Nos. 4170 & 4171, A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, in the State of West Bengal, and morefully described in the First Schedule hereunder written.

6. **Desire of Development of the Land & Acceptance :** The said (1) Niladri Mukherjee & (2) Aditya Mukherjee, Landowners herein express their desire to develop the aforesaid total plot of land, by constructing a multi storied building thereon, and the present Developer have accepted the said proposal and the present Landowners have decided to enter into the present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.
7. **Registered Power of Attorney :** For the smooth running of the said project, the Landowners herein agreed to execute a registered Power of Attorney, by which the Landowners herein have appointed and nominated the said Jamaluddin Biswas, son of Late Sadek Ali Biswas, Managing Partner of The Castle Developer, Developer herein, as their Constituted Attorney, to act on behalf of the Landowners.
8. **DEFINITION :**
 - 8.1 **Building :** Shall mean multi storied building so to be constructed on the schedule property.
 - 8.2 **Common Facilities & Amenities :** Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas (if any) and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
 - 8.3 **Saleable Space :** Shall mean the space within the building, which is to be available as an unit / flat for independent use and occupation in respect of Landowners' Allocation & Developer's Allocation as mentioned in this Agreement.
 - 8.4 **Landowners' Allocation :** Shall mean the consideration against the project by the Landowners morefully described in Second Schedule hereunder written.

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

9. **LANDOWNERS' RIGHT & REPRESENTATION :**

- 9.1 **Indemnification regarding Possession & Delivery** : The Landowners are now seized and possessed of and / or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.

9.2 **Free From Encumbrance :** The Landowners also indemnify that the schedule property is free from all encumbrances and the Landowners have marketable title in respect of the said premises.

10. **DEVELOPER / PROMOTER'S RIGHTS :**

10.1 **Authority of Developer :** The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against his/their allocation or acquired right under these agreement.

10.2 **Right of Construction :** The Landowners hereby grant permission an exclusive rights to the Developer to build new building upon the schedule property.

10.3 **Construction Cost :** The Developer shall carry total construction work of the present building at their own costs and expenses. No liability on account of construction cost will be charged from Landowners' Allocation.

10.4 **Sale Proceeds of Developer's Allocation :** The Developer will take the sale proceeds of Developer's Allocation exclusively.

10.5 **Booking & Agreement for Sale :** Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possesion/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowners as a Registered Power of Attorney Holder. All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in his/their own names but without creating any liability on the Landowners.

10.6 **Selling Rate :** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowners.

- 10.7 **Profit & Loss :** The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowners' Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 10.8 **Possession to the Landowners :** On completion of the project, the Developer will handover undisputed possession of the Landowners' Allocation Together With all rights of the common facilities and amenities to the Landowners with Possession Letter and will take release from the Landowners by executing a Deed of Release.
- 10.9 **Possession to the intending purchaser :** On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representative and Power of Attorney holder of the Landowners.
- 10.10 **Deed of Conveyance :** The Deed of Conveyance will be signed by the Developer on behalf of and as representative and registered Power of Attorney Holder of the Landowners only for Developer's Allocation.

11. **CONSIDERATION :**

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

12. **DEALING OF SPACE IN THE BUILDING :**

- 12.1 **Exclusive Power of Dealings of Landowners :** The Landowners shall be entitled to transfer or otherwise deal with Landowners' Allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowners' Allocation.
- 12.2 **Exclusive Power of Dealings of Developer :** The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer

any right, claim, interest therein irrespective of the Landowners and the Landowners shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

13. **POWER AND PROCEDURE :**

- 13.1 We, Landowners/Executants/Principals herein, are executing this present Registered Power of Attorney upto the period of completion of the project in writing in favour of the Developer including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for Developer's Allocation, and for this purpose, we are hereby appointing, nominating and constituting the said Jamaluddin Biswas, Managing Partner of The Castle Developer, Developer herein, as our constituted attorney, to do, act and represent ourselves in our names and on our behalf, as follows :
- (a) To appear and represent before the authorities of Rajarhat Bishnupur 1 No. Gram Panchayet, CESC Ltd./W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act, Sanctioning Authority/Authorities, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new building/s and do all the needful as per the terms and conditions mentioned in this present Development Agreement, for allotment/registration and sale of flats, shops, garage spaces of Developer's Allocation.
- (b) To apply, obtain electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Developer/Attorney may think fit and proper.
- (c) To manage and maintain the said premises including the building/s to be constructed thereon.

- d) To sign, verify and file applications, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of said premises before Sanctioning Authority/Authorities and before Rajarhat Bishnupur I No. Gram Panchayet or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.
- e) To pay all Panchayet/Municipal and other Statutory Taxes, Rates and charges in respect of the said land and premises on our behalf and in our names as and when the same will become due and payable.
- f) To enter in to any Agreement for Sale, Memorandum of Understanding and / or to execute deed of amalgamation with neighbour's plot of land of the schedule property and / or any other instruments and deeds & documents in respect of sale of flat/s, units and / or car parking spaces within Developer's Allocation in the proposed building/s in favour of the intending purchaser/s in terms of the present Development Agreement. To take finance/loan in his/their names (Developer's name) or in the name of intending purchaser/s from any financial concern by depositing and mortgaging flat/flats/shops/garages from Developer's Allocation and to sign in the papers and documents for the said purpose. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and / or Deed of Conveyance and / or any other instrument and document in respect of sale of flats/s, shop/s, units and / or car parking spaces in the proposed building/s in favour of the intending purchaser/s relating to Developer's Allocation.
- g) To receive the consideration money in cash or by cheque / draft from the intending purchaser or purchasers for booking of flat/s, shops/garages or units or car parking spaces relating to Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s as lawful representative within Developer's Allocation in the said new building.
- h) To do all the needful according to the condition mentioned in this present Development Agreement regarding negotiation, agreement / contact for sale of flats, garages, covered spaces and car parking spaces within the Developer's Allocation.

- (i) To instruct the Ld. Advocate / Ld. Lawyer for preparing and / or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in this present Development Agreement, as may be necessary for the purpose for sale of the flats / units and car parking spaces in the said building/s relating to Developer's Allocation in our said premises.
- (j) To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning the said premises or any part or portion thereof.
- (k) To sign, declare and / or affirm any Complaint, Written Statement, Petition, Affidavit, Verification, Vokatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to the said premises or in anyway connected therewith, arising out of the agreements and relating to the construction to be made in the premises.
- (l) That Attorney/Developer will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale / Deeds of Conveyance in favour of any intending purchasers of Developer's Allocation.
- (m) For all or any of the purposes herein before stated and to appear and represent us before all concerned authorities having jurisdiction over the said premises as per the condition mentioned in the this present Agreement.
- (n) The Attorney/Developer will do the aforesaid acts, deeds and things regarding development of the land mentioned in the schedule of this present Development Agreement.

14. **NEW BUILDING :**

- 14.1 **Completion of Project :** The Developer shall at his/their own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.

14.2 **Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.

14.3 **Architect Fees etc. :** All costs, charges and expenses including Architect's fees, Engineer's fees, plan / revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowners shall bear no responsibility in this context and in this respect as well as on that accounts.

14.4 **Panchayet/Municipal Taxes & Other Taxes of the Property :** The Landowners shall pay and clear up all the arrears on account of Panchayet/Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will pay / borne the same from the date of execution of these presents till the date of completion of the construction and allocation.

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

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

15. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNERS :

15.1 **Delivery of Possession :** As soon as the building will be completed within 30 (Thirty) months from the date of sanction of building plan, the Developer shall give written

notice to the Landowners requiring the Landowners to take possession of the Landowners' Allocation in the building and certificate of the Architect/L.B.S of the Panchayet/Municipality being provided to that effect.

If the Landowners' Allocation will not be delivered within the stipulated period, the Developer shall be liable to pay Rs. 10,000/- (Rupees Ten Thousand) only per month to the Landowners as demurrage.

- 15.2 **Payment of Panchayet/Municipal Taxes :** Within 30 days from the receive possession of Landowners' Allocation and at all times thereafter the Landowners shall be exclusively responsible for payment of all Panchayet/Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowners' Allocation only.
- 15.3 **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Landowners shall also be responsible to pay and bear and shall pay to the Developer/ Flat Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowners' Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.
16. **COMMON RESTRICTION :**
- 16.1 **Restriction of Landowners and Developer in common :** The Landowners' Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-

- 16.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
- 16.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous written consent of the other in this behalf.
- 16.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all to terms and conditions on their respective part to be observed and / or performed (n) the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 16.1.4 Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws, byelaws and regulation.
- 16.1.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from and against the consequence of any breach.
- 16.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.

16.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.

16.1.8 The Landowners shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon the Landowners' Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and / or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

17. LANDOWNERS' OBLIGATION :

17.1 No Interference :

The Landowners hereby agree and covenant with the Developer :

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

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

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

18. DEVELOPER'S OBLIGATIONS :

18.1 **Time Schedule of Handing Over Landowners' Allocation :** The Landowners will at their cost and expenses, convert the record of the schedule land in 'Bastu'. After receiving Certificate from the concerned authority that the land is 'Bastu' and after getting the No Objection Certificates from the existing tenants, the Developer within 3 (Three) months will submit the building plan before the concerned authority. Thereby

the Developer agree and covenant with the Landowners to handover Landowners' Allocation within 30 (Thirty) months from the date of sanctioning the building plan from the concerned authority. The Developer also empower by the Landowners a grace period of 6 (Six) months more to deliver the Landowners' Allocation.

18.2 **Penalty** : If the Landowners' Allocation will not be delivered within the stipulated period, the Developer shall be liable to pay Rs. 10,000/- (Rupees Ten Thousand) only per month to the Landowners as demurrage.

18.3 **No Violation** : The Developer hereby agree and covenant with the Landowners not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

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

19. **LANDOWNERS' INDEMNITY**

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

20. **DEVELOPER'S INDEMNITY :**

The Developer hereby undertake to keep the Landowners

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

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

21. MISCELLANEOUS :

- 21.1 **Contract Not Partnership :** The Landowners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowners and the Developer in any manner nor shall the parties hereto be constituted as association of persons.
- 21.2 **Not specified Premises :** It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowners and various applications and other documents may be required to be signed or made by the Landowners related to which specific provisions may not have been mentioned herein. The Landowners hereby undertake to do all such legal acts, deeds, matters and things as and when required and the Landowners shall execute any such additional power of attorney and / or authorisation as may be required by the Developer for any such purposes and the Landowners also undertake to sign and execute all such additional applications and other documents as the case may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowners and / or against the spirit of these presents.
- 21.3 **Not Responsible :** The Landowners shall not be liable or any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 21.4 **Process of Issuing Notice :** Any notice required to be given by the Developer to the Landowners shall without prejudice to any other mode of service available be deemed

to have been served on the Landowners if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowners if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.

- 21.5 **Formation of Association :** After the completion of the said building and receiving peaceful possession of the allocation, the Landowners hereby agree to abide by all the rules and regulations to be framed by any society / association / holding organisation and / or any other organisation, who will be in charge or such management of the affairs of the building and / or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 21.6 **Name of the Building :** The name of the building shall be given by developer in due course.
- 21.7 **Right to borrow fund :** The Developer shall be entitled to borrow money at his/their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowners or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Landowners nor any of their estate shall be responsible and / or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- 21.8 **Documentation :** The Landowners delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the owners will bound to produce documents in original before any competent authority for inspection.
22. **FORCE MAJEURE :**

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence

of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

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

23. **DISPUTES :**

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

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

Place : The place of arbitration shall be Kolkata only.

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

24. **JURISDICTION :**

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of a demarcated plot of Sali land measuring 13 (Thirteen) Decimals equivalent to 7 (Seven) Cottahs 14 (Fourteen) Chittacks 2.68 (Two Point Six Eight) sq.ft. be the same a little more or less together with cemented flooring pucca structure measuring 200 sq.ft. more or less, lying and situate at Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, Pargana - Kalikata, P.O. & P.S. Rajarhat, Kolkata - 700 135, comprised in C.S. Dag No. 420, R.S./L.R. Dag No. 574, under C.S. Khatian No. 136, R.S. Khatian No. 498, L.R. Khatian Nos. 4170 & 4171, A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, in the State of West Bengal. The total land is butted & bounded as follows :-

ON THE NORTH : Part of R.S. Dag No. 577.
 ON THE SOUTH : Part of R.S. Dag No. 573.
 ON THE EAST : Part of R.S. Dag No. 575.
 ON THE WEST : 12 ft. Wide Common Passage.

THE SECOND SCHEDULE ABOVE REFERRED TO

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

The Landowners' Allocation will be allotted as follows :-

1. The Landowners will jointly get 40% (Forty Percent) of the constructed area in form of self contained flats, except Ground Floor, including proportionate share of common area, common facilities and common amenities in the proposed building and the said joint Owners' Allocation flat will be settled by Supplementary Agreement.

There are four shop tenants in the ground floor. The tenants will be settled by the developer with the help of the Landowners, it is also settled that, the settlement area which will be given to the shop owners/tenants will be shared equally by the developer and the landowners from their respective allocations.

And after settlement of the tenant's portions, the owners will also get 2 shops on Road Side and 2 car parking spaces if possible attached with the back side of the shops. If any tenant will be settled against cost, it will be borne by the developer and the area will be the developer's area.

Later on, after preparation of the Floor Plan, the flats and shops will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowners along with a Supplementary Development Agreement (if any) denoting the flats and shops within the purview of the Landowners' Allocation and the said Supplementary Development Agreement/s will be treated as part and parcel of this present Development Agreement.

2. The Landowners will also get an interest free amount of Rs. 20,00,000/- (Rupees Twenty Lakh) only as refundable security deposit to be given in the following installments :-
 - i) Rs. 10,00,000/- (Rupees Ten Lakh) only to be paid at the time of signing, executing and registering of this present Development Agreement.
 - ii) Rs. 10,00,000/- (Rupees Ten Lakh) only to be paid after sanction of the building plan from the concerned authority.

It is stated clearly that the above noted interest free security deposit taken by the Landowners will be returned back by the Landowners before receiving their possession of Landowners' Allocation.

3. The Landowners will also get shifting accommodation i.e. 2 (Two) separate 2BHK flats accommodation, before demolition of the existing building till the handover of possession of Owners' Allocation and the said rented cost will be borne by the developer herein. The existing building will be demolished by the developer and sale proceeds of its residuals will be taken by the developer.
4. It is also settled that except the Landowners' Allocation as described above, the Landowners will not get any area for the construction of the multi storied building, so to be constructed by the present Developer on the land in question.

5. The flats, shops and car parking will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.
6. The Landowners give permission to amalgamate the land with their neighbour's plot of land. The area of Landowners' Allocation receivable by the Landowners as described above will be calculated on the basis of the proportionate holding by the Landowners on the project land.
7. After execution of the Supplementary Development Agreement in respect of Owners' Allocation, the Landowners will sign and execute and / or register Agreement for Sale and / or Deed of Conveyance to any intending purchaser/s for their own allocation i.e. Landowners' Allocation.

THE THIRD SCHEDULE ABOVE REFERRED TO
[Developer's Allocation]

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

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Specifications]

1. **STRUCTURE** : Buildings designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. **EXTERNAL WALL** : 8" thick brick wall and plastered with cement mortar.
3. **INTERNAL WALL** : 3" thick brick wall and plastered with cement mortar.
4. **FLOORING** : Flooring is of Marble with 4" skirting except stairs and other common areas.

5. BATH ROOM : Bath room fitted upto 6' height with white glazed tiles of standard brand.
6. KITCHEN : Cooking platform and sink with tap will be of black stone 2'-6" height glazed white standard tiles above the platform to protect the oil spot.
7. TOILET : One toilet of Western type / white commod of standard brand with standard P.V.C. Cistern. All fittings are in standard type. One wash hand basin of standard brand is in dining space of the flat.
8. DOORS : All doors are Sal Wood frame & flush doors. Hasbolt and peep hole on main entrance door.
9. WINDOWS : Alluminium Sliding Window with Glass.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary Submersible Pump will be installed.
11. PLUMBING : Toilet concealed wiring with two bibcock, one shower, in toilet, all fittings are good quality.
12. LIFT : Four passengers branded lift will be provided.

ELECTRICAL WORKS :

1. Full concealed wiring with copper wire. The switch of the electrical goods are Standard Quality.
2. In Bed Room : Two light points, one 5 amp. plug point, one fan point.
3. Living/Dining Room : Two light points, one Fan point, two 5 amp. plugs, one 15 amp. plug point (as per required location).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point & one exhaust fan point.
6. Verandah : One light point & One 5 amp. plug point.
7. One light point at main entrance.
8. Calling Bell : One calling bell point at the main entrance.

PAINTING :

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

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

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata
in the presence of :

1. *Krishna Das*
PD/7 Arjunpur
Kew - Torong

Niladri Mukherjee
Niladri Mukherjee

2. *Dwijan Sarkar*
viii. *Reakjani*
PO + P.S. *Rajarhat*

Aditya Mukherjee
Aditya Mukherjee
Landowners

Drafted By:
Ramesh Narayan Jha
Adv.
F/1305/2011
Judge (Civil) Barisal

For Pinaki Chattopadhyay & Associates,
Advocates,
Sangita Apartment, Ground Floor,
Teghoria Main Road,
Kolkata - 700 157.
Ph. : 2570 8471.

Jamaluddin Biswas
Jamaluddin Biswas
Managing Partner of
The Castle Developer
Developer

Composed By:
Gopa Dasgupta
Gopa Dasgupta,
Teghoria Main Road,
Kolkata - 700 157.

MEMO OF CONSIDERATION

Received on or before executing of this present Development Agreement, a sum of Rs. 10,00,000/- (Rupees Ten Lakh) only from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

| <u>Cheque No.</u> | <u>Date</u> | <u>Bank & Branch</u> | <u>Amount</u> |
|-------------------|-------------|----------------------------|--------------------------------|
| 021015 | 03.08.2015 | Axis Bank Ltd., Rajarhat | Rs. 2,50,000.00 |
| 021016 | 03.08.2015 | Axis Bank Ltd., Rajarhat | Rs. 2,50,000.00 |
| 073809 | 15.10.2015 | Corporation Bank, Rajarhat | Rs. 1,00,000.00 |
| 073830 | 15.10.2015 | Corporation Bank, Rajarhat | Rs. 1,00,000.00 |
| 021029 | 18.08.2016 | Axis Bank Ltd., Rajarhat | Rs. 1,50,000.00 |
| 021030 | 18.08.2016 | Axis Bank Ltd., Rajarhat | Rs. 1,50,000.00 |
| TOTAL : | | | <u>Rs. 10,00,000.00</u> |

Witnesses :-1. *Kristina Das*2. *Sujay Das**Niladri Mukherjee*

Niladri Mukherjee

Aditya Mukherjee
Aditya MukherjeeLandowners



L.H.



R.H.



Niladri Mukherjee

ATTESTED :-

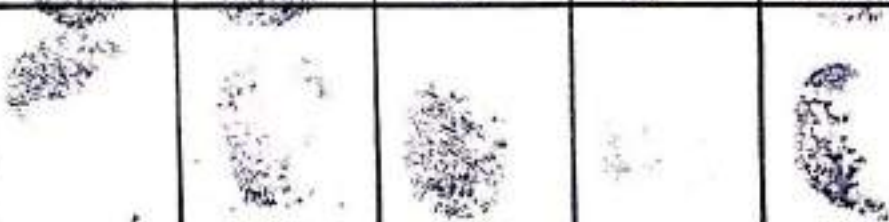
Niladri Mukherjee



L.H.



R.H.



Aditya Mukherjee

ATTESTED :-

Aditya Mukherjee



L.H.



R.H.

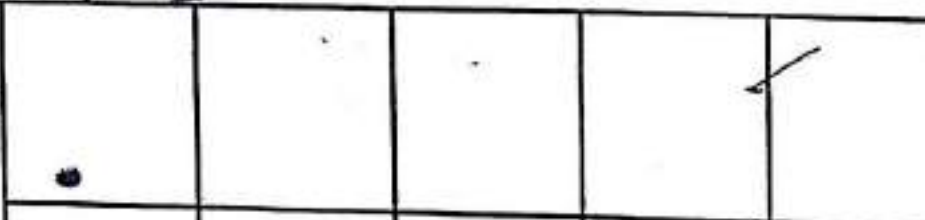


5027-56326122

ATTESTED :-

5027-56326122

L.H.



R.H.



ATTESTED :-

Govt. of West Bengal
 Directorate of Registration & Stamp Revenue
 e-Challan

GRN: 19-201617-003016077-1
 GRN Date: 10/11/2016 15:03:09
 BRN: CKA9169551
 Payment Mode: Online Payment
 Bank: State Bank of India
 BRN Date: 10/11/2016 15:04:24

DEPOSITOR'S DETAILS

Name: PINAKI CHATTOPADHYAY
 Contact No.:
 E-mail:
 Address: Sangeeta Apt, Gr Fl, Teghoria Main Rd, Kol 157
 Applicant Name: Mr P CHATTOPADHYAY
 Office Name:
 Office Address:
 Status of Depositor: Advocate
 Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement
 Id No.: 15231000394835/2/2016
 [Query No./Query Year]
 Mobile No.: +91 9830061809
 Payment No. 2

PAYMENT DETAILS

| Sl. No. | Identification No. | Head of A/C Description | Head of A/C | Amount [₹] |
|---------|-----------------------|--|--------------------|------------|
| 1 | 15231000394835/2/2016 | Property Registration- Registration Fees | 0030-03-104-001-16 | 11010 |
| 2 | 15231000394835/2/2016 | Property Registration- Stamp duty | 0030-02-103-003-02 | 10021 |

In Words: Rupees Twenty One Thousand Thirty One only

Total

21031

Handwritten signature:
 Anand Chatterjee
 Advocate
 Judges' Court
 Barasat

Major Information of the Deed



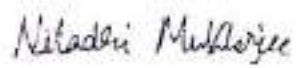
| | | | |
|--|---|--|------------------------|
| Deed No : | I-1523-11492/2016 | Date of Registration | 11/15/2016 12:28:59 PM |
| Query No / Year | 1523-1000394835/2016 | Office where deed is registered | |
| Query Date | 08/11/2016 4:37:05 PM | A D S R RAJARHAT, District North 24-Parganas | |
| Applicant Name, Address & Other Details | P CHATTOPADHYAY TEGHORIA, Thana Baguiati, District North 24-Parganas, WEST BENGAL, Mobile No 9830061809, Status : Advocate | | |
| Transaction | Additional Transaction | | |
| [0110] Sale, Development Agreement or Construction agreement | [4305] Other than Immovable Property, Declaration [No of Declaration : 2]. [4311] Other than Immovable Property, Receipt [Rs 10,00,000/-] | | |
| Set Forth value | Market Value | | |
| Rs 1/- | Rs 81,54,462/- | | |
| Stampduty Paid(SD) | Registration Fee Paid | | |
| Rs 10,071/- (Article 48(g)) | Rs 11,010/- (Article E. E. B) | | |
| Remarks | | | |




Land Details :

District North 24-Parganas, P S - Rajarhat, Gram Panchayat RAJARHAT BISHNUPUR-I, Mouza Bhatenda

| Sch No | Plot Number | Khatian Number | Land Use Proposed | ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|----------------------|-------------|----------------|-------------------|-------|------------------------------|-------------------------|-----------------------|---|
| L1 | LR-574 | LR-4170 | Bastu | Shali | 7 Katha 14 Chatak 2 68 Sq Ft | 1/- | 81,54,462/- | Width of Approach Road 12 Ft. Adjacent to Metal Road. |
| Grand Total : | | | | | 12.9999Dec | 1 /- | 81,54,462 /- | |

Land Lord Details :



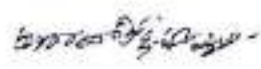


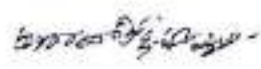


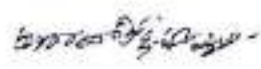
| Sl No | Name, Address, Photo, Finger print and Signature | | | |
|--|--|---|---|---|
| | Name | Photo | Fingerprint | Signature |
| 1 | Mr NILADRI MUKHERJEE Son of Mr GOURMOHAN MUKHERJEE Executed by: Self, Date of Execution: 15/11/2016 Admitted by: Self, Date of Admission: 15/11/2016, Place : Office |  |  |  |
| BHATENDA, P.O:- RAJARHAT, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BQEPM6024R, Status : Individual | | | | |

| 2 | Name | Photo | Fingerprint | Signature |
|---|--|--|--|--|
| | Mr ADITYA MUKEHERJEE Son of Mr GOURMOHAN MUKHERJEE Executed by: Self, Date of Execution: 15/11/2016 , Admitted by: Self, Date of Admission: 15/11/2016 ,Place : Office |  <small>15/11/2016</small> |  <small>LT1 15/11/2016</small> |  <small>15/11/2016</small> |
| BHATENDA, P.O:- RAJARHAT, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. CQGPM6923A, Status :Individual | | | | |

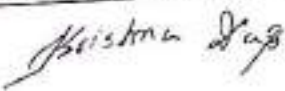
Developer Details :

| Sl No | Name,Address,Photo,Finger print and Signature |
|-------|--|
| 1 | THE CASTLE DEVELOPER BHATENDA, P O - RAJARHAT, P S - Rajarhat, District -North 24-Parganas, West Bengal, India, PIN - 700135 PAN No AAJFT6765E, Status Organization |

Representative Details :

| Sl No | Name,Address,Photo,Finger print and Signature | | | | | | | | |
|--|---|---|---|--------------|-----------|--|---|---|---|
| 1 | <table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr JAMALUDDIN BISWAS Son of Date of Execution - 15/11/2016, , Admitted by: Self, Date of Admission. Nov 15 2016 , Place of Admission of Execution: Office </td> <td>  <small>Nov 15 2016 12:49PM</small> </td> <td>  <small>LT1 Nov 15 2016 12:49PM</small> </td> <td>  <small>Nov 15 2016 12:49PM</small> </td> </tr> </tbody> </table> <p>JAGADISPUR BISWAS PARA, P.O:- RAJARHAT, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of India, PAN No. AITPB0996M, Status : Representative, Representative of : THE CASTLE DEVELOPER (as MANAGING PARTNER)</p> | Name | Photo | Finger Print | Signature | Mr JAMALUDDIN BISWAS Son of Date of Execution - 15/11/2016, , Admitted by: Self, Date of Admission. Nov 15 2016 , Place of Admission of Execution: Office |  <small>Nov 15 2016 12:49PM</small> |  <small>LT1 Nov 15 2016 12:49PM</small> |  <small>Nov 15 2016 12:49PM</small> |
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Identifier Details :

| Name & address | |
|---|------------|
| Mr KRISHNA DAS Son of Mr H DAS P D/7 ARJUNPUR, P.O - ARJUNPUR, P S - Bagulati, District -North 24-Parganas, West Bengal, India, PIN - 700059, Sex: Male, By Caste Hindu, Occupation Advocate, Citizen of India, , Identifier Of Mr NILADRI MUKHERJEE, Mr ADITYA MUKEHERJEE, Mr JAMALUDDIN BISWAS | 15/11/2016 |
|  | |

Transfer of property for L1

| Sl.No | From | To. with area (Name-Area) |
|-------|----------------------|----------------------------------|
| 1 | Mr NILADRI MUKHERJEE | THE CASTLE DEVELOPER-6 49995 Dec |
| 2 | Mr ADITYA MUKEHERJEE | THE CASTLE DEVELOPER-6 49995 Dec |

Land Details as per Land Record

District: North 24-Parganas, P.S - Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Bhatenda

| Sch No | Plot & Khatian Number | Details Of Land |
|--------|--|---|
| L1 | LR Plot No - 574(Corresponding RS Plot No - 574), LR Khatian No - 4170 | Owner আদিত্য মুখার্জী, Gurdian গৌরমোহন মুখার্জী, Address নিজ, Classification শ্রমি, Area 0 06000000 Acre. |

Endorsement For Deed Number : I - 152311492 / 2016

On 08-11-2016

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 81,54,462/-



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

On 15-11-2016

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 12:19 hrs on 15-11-2016, at the Office of the A D S R RAJARHAT by Mr JAMALUDDIN BISWAS.

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

Execution is admitted on 15/11/2016 by 1 Mr NILADRI MUKHERJEE, Son of Mr GOURMOHAN MUKHERJEE, BHATENDA, P O RAJARHAT, Thana Rajarhat, North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession Business, 2 Mr ADITYA MUKEHERJEE, Son of Mr GOURMOHAN MUKHERJEE, BHATENDA, P O RAJARHAT, Thana Rajarhat, North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession Business

Indetified by Mr KRISHNA DAS, . . Son of Mr H DAS, P D/7 ARJUNPUR, P O ARJUNPUR, Thana Baguati, North 24 -Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

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

Execution is admitted on 15-11-2016 by Mr JAMALUDDIN BISWAS, MANAGING PARTNER, THE CASTLE DEVELOPER, BHATENDA, P O - RAJARHAT, P.S - Rajarhat, District -North 24-Parganas, West Bengal, India, PIN - 700135

Indetified by Mr KRISHNA DAS, . . Son of Mr H DAS, P D/7 ARJUNPUR, P O ARJUNPUR, Thana Baguati, North 24 -Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

21/11/2016 Query No -15231000394835 / 2016 Deed No I - 152311492 / 2016, Document is digitally signed

Page 35 of 37

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 11,010/- (B = Rs 10,989/-, E = Rs 21/-) and Registration Fees paid by Cash Rs 0/- by online = Rs 11,010/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt of WB
Online on 10/11/2016 3:04PM with Govt Ref No 192016170030160771 on 10-11-2016, Amount Rs 11,010/-, Bank
State Bank of India (SBIN0000001), Ref. No. CKA9169551 on 10-11-2016, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs 10,021/- and Stamp Duty paid by Stamp Rs 50/- by
online = Rs 10,021/-
Description of Stamp

1 Stamp Type: Impressed, Serial no 50176, Amount Rs 50/-, Date of Purchase 24/05/2016, Vendor name A KR SAHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt of WB
Online on 10/11/2016 3:04PM with Govt Ref No 192016170030160771 on 10-11-2016, Amount Rs 10,021/-, Bank
State Bank of India (SBIN0000001), Ref. No. CKA9169551 on 10-11-2016, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1523-2016, Page from 348478 to 348514
being No 152311492 for the year 2016.



Digitally signed by SATYAJIT BISWAS
Date: 2016.11.21 13:52:29 +05:30
Reason: Digital Signing of Deed.

7/11/2016

(Satyajit Biswas) 21-11-2016 13:52:27
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)

DATED THE DAY OF 2016

DEVELOPMENT AGREEMENT

BETWEEN

Niladri Mukherjee

Aditya Mukherjee

Landowners

The Castle Developer

Developer

Drafted By

Pinaki Chattopadhyay & Associates

Advocates

Sangita Apartment, Ground Floor

Teghoria Main Road

Kolkata - 700 157

Ph. : 2570 8471

Composed By

Gopa Dasgupta

Teghoria Main Road

Kolkata - 700 157