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is Admitted to Registration, the Bign sure Sheet and the Endrosements Attached with this Documents are the Part of this Document.

A.D.S.R. Durgapus Bardwan

**DEVELOPMENT AGREEMENT** 

0 8 NOV 2012

MOUZA-BAMUNARA

AREA OF LAND :-198 DECIMAL

BENGAL INFRA PROJECTS PVT. LTD

THIS DEVELOPMENT AGREEMENT made on this the 7th day of NOVEMBER 2012.

#### BETWEEN

(1) Sri. Pankaj Mukherjee [ PAN- AJOPM7641Q ] son of Late Swapan Kumar Mukherjee by faith Hindu, by occupation Business, by nationality Indian, resident of 1/9 Debinagar Agrani Lane, Benachity, Durgapur-713213, District - Burdwan (W.B). (2) Sri Naba Kumar Paul [ PAN-ALHPP4058PJ, son of Late Suryanarayan Paul, by faith Hindu, by occupation Business, by nationality Indian, resident of, Village And Post Gopalpur, Durgapur-713212, Dist.: Burdwan, (3) Sri Kajal Kesh [ PAN-AKFPK5340N], son of Sri Heronmoy Kesh, by faith Hindu, by occupation Business, by nationality Indian, resident of Nodiha, P.S. Coke oven, Durgapur-713201. (4) Sri Pintu Singh [ PAN-BNLPS1321P], Son of Jiten Singh, by faith Hindu, by occupation Business, by nationality Indian, resident of D- Math, Karangapara, P.S. Coke oven, Durgapur- 713201. (5e) Sri Surja Sekhar Banerjee [ PAN-AQWPB7272R], Son of Sunil Kumar Banerjee, by faith Hindu, by occupation Business, by nationality Indian, resident of Hattala Road, Karangapara, P.S. Coke oven, Durgapur- 713201.(6) Sri Tapas Roy [ PAN-AGDPR9091B] Son of Sri Srikanta Roy, Resident of Village and Post:- Bamunara, Durgapur -713212, Dist:- Burdwan, (W.B.). Hereinafter referred to and called as "LANDOWNER" (Hereinafter called and referred to as the OWNER which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, representatives, executors, administrators, successors and assigns) of the FIRST PART.

AND

BENGAL INFRA PROJECTS PVT. LIMITED [PAN-AAECB6462E], a company incorporated under the companies act 1956 and having its office at village & post – Bamunara, Durgapur-713212. Represented by one of its Director Sri. Tapas Roy son of Sri. Srikanta Roy resident of Village & Post. – Bamunara, Durgapur-713212, District – Burdwan (W.B). Hereinafter called the Second party/Developer/promoters of real estates of the SECOND PART (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, representatives and assigns), hereinafter referred to and called as "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns) of the SECOND PART.

WHEREAS the present landowners is absolutely seized and possessed of a piece of land measuring about 198.00 Decimal under Mouza - Bamunara, J.L. No. - 58, RS Plot no. - 841(P), 5006(P) and 853(P), L.R. Plot No. - 627, 640 and 641 respectively, Khatian No. - 2696, 2697, 2698 under the jurisdiction of Gopalpur Gram Panchayat, District - Burdwan. The property more fully and particularly described in the First schedule is a purchased property of the First Part, they purchased the same by dint of a registered sale deed vide no. Company of the First Schedule is a purchase the First Part is rightfully owning and possessing the First Schedule property.

AND WHEREAS the First Part desire to develop the First Schedule property by construction of a multi storied building up to maximum limit of floors consisting of so many flats and apartments along with car parking space etc as approved by Gopalpur Gram Panchayat and/or any other competent authority but due to scarcity of fund for launching such a large scale project, at present the First Part being unable to take any steps for the said development and as such the First Part is in search a dependable, competent and reputed to the said development work.

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AND WHEREAS the Second Part after considering and taking into account of it's potential aspects being desirous to launched multiple housing complex projects is in quest of suitable plots of lands in the surrounding area/locality, accepted the proposal of the First Part for inclusion of the land mentioned in the First Schedule owned and possessed by the First Part, within their project area to be initiated within a sort time in the said area/locality, after checking the documents related to the ownership of the land, feasibility of construction and viability of the project and has decided to construct multistoried building thereat, consisting of flats and apartments along with car parking spaces etc., with the object of selling such flats/apartments to the prospective purchasers.

#### BASIC UNDERSTANDING:

Unhindered and undisturbed possession of the land under first schedule is to be given along with the power of Attorney to the developer, so that the developer with full power and authority can do and execute all ministerial acts deeds and things including the right to sale of flats and apartments and to accept booking money, advance and consideration money and can obtain official clearance from the B. L. & L. R. O., the concerned Gram Panchayat, the Zilla Parishad, and/or any other competent authority or Govt. Agency, related to development and construction of multistoried buildings. The developer in return will execute indemnity bond to the owners to keep them safe, harmless against all actions, claims, demands, losses, disputes, damages, accidents, suits, proceedings etc., before proceeding with the project and also possess a good intention to maintain a strict time schedule of payment of cash consideration amount as per Second Schedule, irrespective of priorities set by the developer for construction the buildings within the total project area.

## Now this presents witness as follows:

This agreement has commenced and shall be deemed to have commenced on and with effect from the date as mentioned hereinabove at the commencement of this agreement. And this agreement shall remain in force till the completion of the project, as per the project plan, and flats and appurtenances are completed and possession thereof are delivered to the owners unless terminated in the manner mentioned in the agreement for any breach of any of the terms.

The owners have offered total land of 198.00 Decimal for development and construction of a housing complex consisting of flats/apartments & parking spaces on express understanding that the developer would comply with and/or cause compliance of all statutory provisions/regulations of the Mufficipality/Gram Panchayat or Govt. Departments/Offices in regard to such development & construction with their own cost.

#### The Owners hereby declared that :-

- The said land is not coming within the purview of section-20 of the urban land ceiling and a) Regulation act.
- No acquisition proceedings have been initiated in respect of the schedule mentioned plot. b)
- There is no agreement between the Owners and any other party (except M/S BENGAL INFRA PROJECTS PVT. LIMITED) either for sale or for development and construction of housing complex and the said land is free from all encumbrance.
- The photocopies of all documents for the said land e.g. Tax receipts. Registered Deed, Khatian etc were supplied to the developer on 22ND SEPTEMBER, 2011 for verification & physical measurement of the area. BENGAL INFRAPROJECTS PI ALLY Dotto

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- Both the owners and the developers have agreed, accepted & confirmed that the covenants shall bind them and their successors-in title or interest and shall be strictly performed by both the parties. No amendment or modification of this agreement or any part thereof shall be valid and effective unless it is by an instrument in writing executed by all the parties.
- 5. The developer BENGAL INFRA PROJECTS PVT. LIMITED confirms, accepts and assure the owners that they are fully acquainted with, aware of the process/formalities related to similar project in Municipal area and fully satisfied with the papers/documents related to the ownership, physical measurement of the said land, litigation free possession, suitability of the site and viability of the said project and will not raise any objection with regard thereto.
- The developer confirms and assures the owners that they have the financial and other resources to meet and comply with all financial and other obligations needed for execution of the total project within schedule time under this agreement and the owners do not have any liability and/or responsibility to finance and execute the project or part thereof.
- 7. The developer has agreed to carry out the total project by entrusting the entire job of planning, designing and execution under close supervision & security of reputed Architect/Planner, authorized/Licensed by appropriate authority. The building plan should comply with the standard norms of the multistoried buildings including structural design and approval of the local sanctioning authority/Municipality/Gram Panchayat/Govt. Agency.

Any variation/alteration/modification from the original approved drawing/plan needs approval of the owners & the Architect before submission to the Municipality/Gram Panchayat or any other appropriate authority for subsequent revision.

In case of any dispute in design, construction and quality of material used, the architect's decision will be final and binding on both the owners and developers. However, basic character of the project consisting of flats/apartment/parking space and common space like garden/water will remain intact unless agreed to by both the owners and Developers.

- That the Second Part shall pay to the First Part cash consideration as per Second Schedule and Flat & parking as per Third Schedule.
- That the First Part shall within 7(seven) days after receipts of the advance consideration as referred herein above shall vacate and deliver the vacant and peaceful possession of the First Schedule property to the second Part and in future Second Part shall not raise any question regarding the measurement of the First Schedule mentioned property and Second Part shall take all the necessary steps to protect and preserve the property from any kind of encroachment by the adjacent land owners.
- 10. First Part shall not be responsible for any acts deeds or things done by Second Part towards any funds collected by the Second Part from one or more prospective buyer of the proposed flats nor shall the Second Part be authorized to put the said premises under any encumbrances whatsoever.
- 11. That the Second Part shall be responsible for complying with the Rules & Regulation in all matters including construction of the building according to the sanctioned plan and shall be responsible for complying with all provisions of law that may be in force from time to time and the First Part shall not be responsible for any infringement of law that may be in force from time to time during the currency of this Agreement. The First Part shall not be responsible for any accident or damage or loss during the course of the construction of the proposed building. The Second Part shall be responsible the said incident or damage or loss during construction.

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- 12. That the First Part shall not be responsible for any business loss and/or any damages etc or due to failure on the part of the Second Part to correctly construct the Flats and/or to deliver correctly the same to the intending purchasers.
- 13. That if the Second Part fails to make payment as per Schedule date as per Second Schedule to the First Part, in that event the Second Part will be liable to pay interest at the rate of 10.5% per annum of the amount fall into arrears that required to be paid as per Second Schedule to the First Part.
- 14. That the Second Part shall complete the Development work/Construction of building/flat at its own cost and expenses in pursuance of the sanctioned plan within 60 months from the date of agreement with a further additional period of 6 months.
  - 15. That the First Part shall be entitled to cancel and/or rescind this agreement, if Second Part fails to make payment to the First Part as per Second Schedule and to give the possession of Flats as per Third Schedule upon notice to the Second Part.
  - 16. That the First Part agreed that they will either be personally present or be present through their lawfully empowered attorney appointed through authentic power of Attorney before the Registering Authority to sign all the agreement for sale and all deeds of conveyance for selling the flats to the prospective buyer as confirming party subject to payment made according to Second Schedule.
  - 17. That the First Part also agreed that they shall give full authority and power to the Second Part by executing a power of Attorney to do and execute all lawful acts, deeds things for the owners and on their behalf in respect of all activities related to developing and construction of a housing complex on the said land and sale of flats/apartments to the prospective buyers and accept booking money, advance and consideration money. However, the attorney or the developer shall not acquire any right, title or interest in the said land/premises until the deeds of transfer are executed by the owners.
  - 18. That the First Part shall not be entitled to claim any other consideration or money save and except those expressly agreed upon and provided in these presents.
  - 19. Right Restricted: The Second Part shall not lease, mortgage, let out and/or charge the said land on and from the date of execution of this agreement to till the schedule date of completion of the project But the intended purchaser right regarding mortgage shall not be restricted or effected by this clause And also the First Part will not do any act/deed or things whereby the Second Part may be prevented from construction of the project on the Schedule Land.
  - 20. Force Majeure: The developer shall not be held responsible for any consequences or liabilities or completion time under this agreement if the developer is prevented in performing the obligations by reasons of contingencies caused by unforeseen occurrences e.g. 1) Acts of nature, (2) Acts of war (3) Acts of insurrection/terrorist action/civil unrest/riot beyond the control of the Govt, administration,

### 21. Owners Allocations and time Schedule:-

Considering that the owners having agreed to enter into the Development agreement with the developer on the said property described in the First Schedule hereunder written and knowing the Developer's rights, powers, privilege and benefits as mentioned herein, the developer has agreed to pay to the landowner cash consideration as per Second School and progenitor in Kind i.e. in Flats and parking space in Third Schedule. AH y Dutto

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22. Developers Allocations shall mean all entire building/s including common facilities of the building along with undivided proportionate share of the "said property/premises" after providing the land owners' allocation as mentioned in Third Schedule below.

## 23. Flat Owners' association/co-operative society:

The developer shall take initiative to act as a catalytic agent to form a flat owners' association/cooperative society, as soon as it become feasible. The registration of the association/society is to be done as per existing law of the state and the entire expenditure including the registration cost etc., shall be borne as per proportionate share by the members of the concerned association/society.

#### 24. Miscellaneous:-

- Indian Law This agreement shall be subject to Indian law and under the Jurisdiction of Durgapur Court.
- Confidentiality & non-disclosure Both the parties shall keep all non-public information & documents concerning the transaction herewith confidential unless compelled by Judicial or administrative process.
- Disputes Differences in opinion in relation to or arising out during execution of the housing project under this agreement shall be intimated by a registered letter/Notice and then to an arbitral tribunal/arbitrator for resolving the disputes under this arbitration & conciliation Act, 1996, with modification made from time to time. The arbitral tribunal shall consist of one arbitrator who shall be an Advocate, to be nominated by both the parties and their legal advisors.
- Xerox copies of all statutory approvals of the competent bodies e.g. land conversion, approved building plan, lifting/connection of water & electricity, sewerage disposal etc. with due approval and or any other clearance from competent authority are to be supplied by the developers to the owners time to time.
- The owners can visit the construction site anytime with intimation to the developer/site supervisor and discuss with the site supervisor but will not disrupt or interrupt the construction work. However, any unusual and non-permissible actions/operations observed at site can be brought to the notice of the developer and the architect for discussion and necessary corrective action.

The developer shall ensure safe & sound building design and construction, complete safety of the workmen, minimum wages, first class standard quality of materials supplied/used along with all other legal formalities and moral obligations during execution of the project so as to render the first party free from legal obligations and all other risks and hazards whatsoever related to the project.

g) The second party or the developer shall have the right and/or authority to deal with and negotiate with any person and or enter into any deal with the contract and/or agreement and/or agreement and/or borrow money and/or take advance from any bank/financial institution and/or also allocate flats under this agreement and within the framework of Power of Attorney.

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- h) A successful project completion certificate from the Architect or any competent technical body with specific observations/comments on the design, quality of material and workmanship, of the water supply system, sewerage system, electric supply system and the lifts to be obtained by the developer and will be responsible for any defect and rectification thereof at their cost/expense for a guarantee period of next six months after handing over of physical possession of the flats.
- i) That all cost, charges and expenses for execution of the whole project and including stamp duty and registration fee for execution and registration of this agreement and or deed of conveyance/transfer of the said land shall be borne paid and discharged by the Second Party i.e. Developer exclusively.

The owners shall have no right, title, interest; claim whatsoever in the consideration received by the developers or its nominees out of the developers allocation.

- k) All flat owners/members of the co-operative body will have common right in respect of the top floor/roof in the said multistoried building to be used jointly or in the manner what they like.
- I) The landowners and the developers have entered into their agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between them in any manner whatsoever nor shall the parties hereto be constituted as association of persons.
- m) That all applications, building plan along with alteration, modification and addition thereof and other papers and documents, if any, needed by the developer for the purpose of the sanction of the building plan and/or any other purpose to be required for said developments project shall be prepared by the developer at its own costs and expenses in the name of the land owner without reimbursement of the same and the land owner shall sign on the said plan/plans, application, paper, documents, etc. as and when the developer asked for the same without demanding any remuneration and/or money for the same.
- n) Save and except the conditions and stipulations as mentioned herein the owner shall have every right to terminate the agreement at any moment if any condition and stipulations is violated and in case of termination of agreement the Developer cannot claim any damages from the landowner towards the cost incurred in construction of project.

## First Schedule above referred to

(Description of Land)

ALL THAT piece and parcel of Baid and Pukur parh at present vastu Land measuring an area of about 198.00 decimal comprising within Mouza - Bamunara, J.L. No. - 58, Khatian No. - 2696, 2697, 2698, L.R.Khatian -3055,3056,3059,3057,3058,2921District - Burdwan, within the ambit of Gopalpur Gram Panchyat

R.S.Plot No	L.R.Plot No	Area of Land(Decimal
841	627	65
842/5006	640	91
853	641	49

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North: - plot no. 817(P) and 25 feet wide Kancha Road

South: -plot No. 5006(P), 852, 853(P)

East: -Land of mouza Gopalpur and Plot No. 5006(P)

West: -Plot No. 841(P), 842(P)

#### SECOND SCHEDULE (above referred to)

#### SRI. NABA KUMAR PAUL:

Total amount of Rs. 43, 00,000/- (Rupees Forty Three Lacs) only to be payable part by part through cheques as per following installment and Time schedule. :

Rs. 2,00,000/- (Two Lacs) paid by cheque already, being cheque bearing no. 100682 dated 20/07/2011 drawn on AXIS Bank Ltd. Durgapur and Rs. 3,00,000/- (Three Lacs) paid by cheque i.e. being cheque bearing no. 100683 dated 21/08/2011 drawn on AXIS Bank Ltd. Durgapur. A total amount of Rs. 5, 00,000/- (Five Lacs) only has already been paid. Rest amount i.e. Rs. 38,00,000/-(Thirty Eight lacs) only shall be paid as following manner:-

No. of nstallments	Amount Payable	Time Schedule calculated from the date of effect	Cheque no
I-sg	Rs. 20,00,000/-	On 5th January,2013	000285,000286
2 <sup>nd</sup>	Rs. 10,00,000/-	On 5th April,2013	000287
Final	Rs. 8,00,000/-	On 5th July.2013	000288

#### SRI. KAJAL KESH:

Total amount Rs. 43,00,000/- (Rupees Forty Three Lacs) only to be payable part by part through cheques as per following installment and Time schedule. :



Rs. 2,00,000/- (Two Lacs) paid by cheque i.e. being cheque bearing no. 100684 dated 20/07/2011 drawn on AXIS Bank Ltd. Durgapur and Rs. 1,00,000/- (One Lacs) only be paid by cheque i.e. being cheque bearing no. 100685 dated 21/08/2011 drawn on AXIS Bank Ltd. Durgapur. A total amount of Rs. 3,00,000/- (Three Lacs) only already being paid. Rest amount i.e. Rs. 40,00,000/-(Forty Lacs) only shall be paid as following manner:-.

No. of Installments	Amount Payable	Time Schedule calculated from the date of effect	Cheque no
1st	Rs. 20,00,000/-	On 5th January,2013	000281,000298
200	Rs. 10,00,000/-	On 5th April,2013	000283
Final	Rs. 10,00,000/-	On 5th July.2013	000284

#### SRI. PINTU SINGH:

Total amount Rs. 43,00,000/- (Rupees Forty Three Lacs) only to be payable part by part through cheques as per following installment and Time schedule. BENGALINFRA PROJECTS PVT. LTD

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Rs. 2,00,000/- (Two Lacs) paid by cheque i.e. being cheque bearing no. 100686 dated 20/07/2011 drawn on AXIS Bank Ltd. Durgapur and Rs. 1,00,000/- (One Lacs) only be paid by cheque i.e. being cheque bearing no. 100687 dated 21/08/2011 drawn on AXIS Bank Ltd. Durgapur. A total amount of Rs. 3,00,000/- (Three Lacs) only already being paid. Rest amount i.e. Rs. 40,00,000/-(Forty Lacs) only shall be paid in following manner:

No. of ostallments	Amount Payable	Time Schedule calculated from the date of effect	Cheque no
1st	Rs. 20,00,000/-	On 5th January,2013	000289,000290
2nd	Rs. 10,00,000/-	On 5th April,2013	000291
Final	Rs. 10,00,000/-	On 5th July.2013	000292

#### SRI. SURJA SEKHAR BANERJEE:

Total amount Rs. 43,00,000/- (Rupees Forty three Lacs) only to be payable part by part through cheques as per following installment and Time schedule. :

Rs. 2,00,000/- (Two Lacs) paid by cheque i.e. being cheque bearing no. 100686 dated 20/07/2011 drawn on AXIS Bank Ltd. Durgapur and Rs. 1,00,000/- (One Lacs) only be paid by cheque i.e. being cheque bearing no. 100687 dated 21/08/2011 drawn on AXIS Bank Ltd. Durgapur. A total amount of Rs. 3,00,000/- (Three Lacs) only already being paid. Rest amount i.e. Rs. 40,00,000/-(Forty Lacs) only shall be paid in following manner:

No. of nstallments	Amount Payable	Time Schedule calculated from the date of effect	Cheque no
1st	Rs. 20,00,000/-	On 5th January,2013	000294,000295
2 <sup>nd</sup>	Rs. 10,00,000/-	On 5th April,2013	000296
Final	Rs. 10,00,000/-	On 5th July.2013	000297

THIRD SCHEDULE (above referred to)

( Payment of consideration in the form of flats and car parking space)

L)PANKAJ MUKHERJEE: In form of 3700 sq. ft. super built-up area at different floors under different blocks of the project as follows:

S1. No.	Block No.	Floor No.	Position of the Flat	Super Built- up area of the Flat (Sq ft.)	No. of Flat	Total Super Built-up Area (Sq. Ft.)
1	28	7TH	NORTH-EAST	925	1	925.00
2	28	7TH	SOUTH-EAST	925	1	925.00
3	28	7ТН	NORTH-WEST	925	1	925.00
4	28	7ТН	SOUTH-WEST	925	1	925.00

#### Possession of flats:

After being ready and completed in all respect, flat shall be handover within a period of Sixty months from the date of execution of this agreement with a farther agreed additional grace period of six months.

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#### II.)NABA KUMAR PAUL:

In the form of 14800 sq. ft. super built-up area as multiple no. of flats at different floors under different blocks of the project, as follows

SI. No.	Block No.	Floor No.	Position of the Flat	Super Built- up area of the Flat (Sq	No. of Flat	apor Dunt up Mea 130
1	47	8TH	SOUTH-WEST	925		
2	49	3RD	SOUTH-EAST		1	925.00
3	26	2ND	SOUTH-EAST	925	1	925.00
4	26	2ND	SOUTH-WEST	925	1	925.00
5	26	5TH	SOUTH-EAST	925	1	925.00
6	26	5TH	SOUTH-WEST	925	1	925.00
7	- 24	1ST	SOUTH-EAST	925	1	925.00
8	48	1ST	SOUTH-EAST	925	1	925.00
9	48	7TH	SOUTH-EAST	925	1	925.00
10	48	7TH	NORTH-EAST	925	1	925.00
11	27	3RD	SOUTH-WEST	925	1	925.00
12	27	3RD	SOUTH-WEST	925	1	925.00
13	29	1ST	SOUTH-WEST	925	1	925.00
14	29	1ST	SOUTH-WEST	925	1	925.00
15	31	6TH	SOUTH-EAST	925	1	925.00
16	31	6TH	NORTH-EAST	925	1	925.00
	- 51		NORTH-EAST	925	1	925.00
		Total		14,800	16	14800

2)In the form of open car parking spaces with an area of approx 120 Sq. Ft. each for parking a medium size car either in the surrounding the area that shall be earmarked by the developer. Total - 4 (Four) nos. out of which it is agreed that one car parking space must be kept rigidly under the ownership of land owner i.e. Not transferable to any third party.

#### Possession of flats:

After being ready and completed in all respect, flat which located in Block-24,25,47,48 & 49 shall be handover within a period of Thirty months from the date of execution of this agreement with a farther agreed additional grace period of six months and rest flat shall be handed over within a period of Sixty months from the date of execution of this agreement with a farther agreed additional grace period of six months

III.)KAJAL KESH:

1) In the form of 14,800 sq. ft. super built-up area as multiple no. of flats at different floors under different blocks of the project, as follows

SI. No.	Block No.	Floor No.	Position of the Flat	Super Built- up area of the Flat (Sq ft.)	No. of Flat	Total Super Built-up Area (Sq. Ft.)
1	47	4тн	NORTH-EAST	925	1	925
2	47	1ST	NORTH-EAST	925	1	
3	49	2 <sup>ND</sup>	SOUTH-EAST	925	1	925
4	26	1ST	SOUTH-EAST	925	1	925
5	48	3RD	SOUTH-EAST		1	925
6	48	3RD	NORTH-EAST	925	1	925
7	48	GROUND		925	1	925
8	2185		SOUTH-EAST	925	1	925
	48	1st	NORTH-EAST	925	1	925
9	25	7 <sup>TH</sup>	SOUTH-EAST	925	1	925
10	25	7тн	NORTH-EAST	925	7	925

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		Total		14,800	16	14,800
				925	1	925
16	31	9тн	NORTH-EAST		1	925
15	31	GROUND	SOUTH-EAST	925	7	
				925	1	925
14	31	GROUND		925	1	925
13	29	8тн	SOUTH-EAST		1	925
12	28	9тн	SOUTH-WEST	925	1	
11	25	1ST	NORTH-EAST	925	1.1	925

In the form of open car parking spaces with an area of approx 120 Sq. Ft. each for parking a medium size car either in the surrounding the area that shall be earmarked by the developer. Total - 4 (Four) nos. out of which it is agreed that one car parking space must be kept rigidly under the ownership of land owner i.e. Not transferable to any third party.

#### Possession of flats:

After being ready and completed in all respect, flat which located in Block-24,25,47,48 & 49 shall be handover within a period of Thirty months from the date of execution of this agreement with a farther agreed additional grace period of six months and rest flat shall be handed over within a period of Sixty months from the date of execution of this agreement with a farther agreed additional grace period of six months

#### IV.)PINTU SINGH:

1)In the form of 14,800 sq. ft. super built-up area at different floors under different blocks of the project, as follows:-

SI. No.	Block No.	Floor No.	Position of the Flat	Super Built- up area of the Flat (Sq ft.)	No. of Flat	Total Super Built-up Area (Sq. Ft.)
1	47	3RD	SOUTH-EAST	925	1	005
2	47	1ST	SOUTH-WEST	925	1	925
3	49	4тн	NORTH-EAST	925	1	925
4	26	4тн	SOUTH-EAST	925		925
5	26	4ТН	SOUTH-WEST	925	1	925
6	25	3RD	SOUTH-EAST	925	1	925
7	25	3RD	SOUTH-WEST	925	1	925
8	25	4тн	NORTH-EAST	925	1	925
9	27	7тн	SOUTH	925	1	925
10	27	7тн	NORTH-EAST	925	1	925
11	28	6тн	SOUTH-EAST		1.	925
12	28	6тн	SOUTH-WEST	925	L	925
13	48	1ST	SOUTH-WEST	925	1	925
14	48	2ND	SOUTH-WEST	925	1	925
15	- 31	2ND	SOUTH-EAST	925	1	925
16	31	2ND	SOUTH-WEST	925	1	925
	3	~	Total	925	1	925
			Total	14800	16	14800

form of open car parking spaces with an area of approx 120 Sq. Ft. each for parking a medium size car in the surrounding the area that shall be earmarked by the developer. Total - 4 (Four) nos, out of which it is agreed that one car parking space must be kept rigidly under the ownership of land owner i.e. Not transferable to any third party. BENGAL INFRAPROJECTS

#### Possession of flats:

After being ready and completed in all respect, flat which located in Block-24,25,47,48 & 49 irector shall be handover within a period of Thirty months from the date of execution of this agreement

within a period of Sixty months from the date of execution of this agreement with a farther agreed additional grace period of six months

V.)SURJA SEKHAR BANERJEE:

1)In the form of 14,800 sq. ft. super built-up area as multiple no. of flats at different floors under different blocks of the project, as follows

SI. No.	Block No.	Floor No.	Position of the Flat	Super Built- up area of the Flat (Sq ft.)	No. of Flat	Total Super Built-up Area (Sq. Ft.)
1	47	3RD	NORTH-EAST	925	1	005
2	47	4тн	SOUTH-EAST	925	1	925
3	49	8TH	SOUTH-WEST	925	1	925
4	26	3RD	SOUTH-EAST	925		925
5	26	3RD	NORTH-EAST	925	1	925
6	48	2ND	SOUTH-EAST	925	1	925
7	48	2 <sup>ND</sup>	NORTH-EAST			925
8	48	5тн	SOUTH-WEST	925		925
9	27	6тн	SOUTH-EAST	925	1	925
10	27	<b>6</b> TH	NORTH-EAST	925	1	925
11	28	2ND	SOUTH-EAST	925	1	925
12	28	2 <sup>ND</sup>	SOUTH-WEST	925	1	925
13	25	2ND	NORTH-EAST	925	1	925
14	25	1ST	SOUTH-EAST	925	1	925
15	29	6тн	SOUTH-EAST	925	1	925
16	29	6 <sup>TH</sup>	NORTH-EAST	925	1	925
	- 42	0	Total	925	1	925
_			Total	14800	16	14800

2) In the form of open car parking spaces with an area of approx 120 Sq. Ft. each for parking a medium size car in the surrounding the area that shall be earmarked by the developer. Total - 4 (Four) nos. out of which it is agreed that one car parking space must be kept rigidly under the ownership of land owner i.e. Not transferable to any third party.

#### 3) Possession of flats:

After being ready and completed in all respect, flat which located in Block-24,25,47,48 & 49 shall be handover within a period of Thirty months from the date of execution of this agreement with a farther agreed additional grace period of six months and rest flat shall be handed over within a period of Sixty months from the date of execution of this agreement with a farther agreed additional grace period of six months

VI.)TAPAS ROY:

In the form of 3700 sq. ft. super built-up area as multiple no. of flats at different floors under different blocks of the project, as follows:-

Sl. No.	Block No.	Floor No.	Position of the Flat	Super Built- up area of the Flat (Sq ft.)	No. of Flat	Total Super Built-up Area (Sq. Ft.)
1	31	7TH	SOUTH-WEST	925	Ĩ.	925.00
2	31	7TH	NORTH-WEST	925	1	925.00
3	31	7TH	SOUTH-EAST	925	1	925.00
4	31	7TH	NORTH-EAST	925	1	925.00 ENCAL
			Total	3700	4	925.00 3705NGAL

TTHEAL INFRA PROJECT

#### Possession of flats:

After being ready and completed in all respect, flat shall be handover within a period of Sixty months from the date of execution of this agreement with a farther agreed additional grace period of six months.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED by the OWNERS / FIRST PART at DURGAPUR in the presence of:

2. Noba kumare Paul
3. Ugid kest
4. Pinty Singly

5 Sursa Sekhar 1 3an

SIGNED AND DELIVERED by the DEVELOPER/SECOND PART at DURGAPUR in the presence of:

BENGAL INFRA PROJECTS PVT. LTD.

Director

WITNESSES:

Ramkenn Somman (5-Sport Styamo Das Sommts city cuts Dungan 16

Bisnojit Muchejaa 5/0. Sri Ram Das Muchysas Benachity, Depriz,

Drafted and Typed by me & I have read over & Explained in Mother languages to all parties to this deed and all of them admit that the same has been correctly written as per their instruction

Subject Mykheijee

Subrata Mukherjee Advocate Durgapur Court Enrollment No. 506/07 BENGAL INFRAPROJECTS PVT. LTD

Upseimen Form For Jen Fingerprints

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Openinga Form For Jen Tingerprints

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## Government Of West Bengal Office Of the A.D.S.R. DURGAPUR

District:-Burdwan

Endorsement For Deed Number: I - 09267 of 2012

(Serial No. 09737 of 2012)

On

Payment of Fees:

On 07/11/2012

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

Presented for registration at 20.20 hrs on :07/11/2012, at the Private residence by Pankaj Mukherjee, one of the Executants.

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

Execution is admitted on 07/11/2012 by

- 1. Pankaj Mukherjee, son of Late Swapan Kumar Mukherjee, 1/9, Debinagar, Agrani Lane, Benachity, Durgapur, Thana:-Durgapur, P.O. :- ,District:-Burdwan, WEST BENGAL, India, Pin :-713213, By Caste Hindu, By Profession : Business
- 2. Naba Kumar Paul, son of Late Suryanarayan Paul, Village:Gopalpur, Thana:-Kanksa, P.O.:-Gopalpur ,District:-Burdwan, WEST BENGAL, India, Pin:-713212, By Caste Hindu, By Profession: Business
- 3. Kajal Kesh, son of Heronmoy Kesh, Nadiha, Durgapur, Thana:-Coke Oven, P.O.:-, District:-Burdwan, WEST BENGAL, India, Pin :-713201, By Caste Hindu, By Profession : Business
- 4. Pintu Singh, son of Jiten Singh, D- Math, Karanga Para, Durgapur, Thana:-Coke Oven, P.O. :-,District:-Burdwan, WEST BENĞAL, India, Pin :-713201, By Caste Hindu, By Profession : Business
- 5. Surja Sekhar Banerjee, son of Sunil Kumar Banerjee, Hattala Road, Karanga Para, Durgapur, Thana:-Coke Oven, P.O. :- ,District:-Burdwan, WEST BENGAL, India, Pin :-713201, By Caste Hindu, By Profession: Business
- 6. Tapas Roy, son of Srikanta Roy , Village:Bamunara, Thana:-Kanksa, ,District:-Burdwan, WEST BENGAL, India, Pin:-713212, By Caste Hindu, By Profession: Business P.O. :-Bamunara 7. Tapas Roy

Director, Bengal Infra Projects Pvt. Ltd., , Village:Bamunara, Thana:-Kanksa, P.O. :-Bbamunara ,District:-Burdwan, WEST BENGAL, India, Pin:-713212. , By Profession Business

Identified By Ram Rehu Samanta, son of Late Shyamadas Samanta, City Centre, Durgapur, Thana: Durgapur, P.O. :- District:-Burdwan, WEST BENGAL, India, Pin :-713216, By Caste: Hindu,

(Satyajit Biswas) ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR

On 08/11/20

( Satyajit Biswas )

ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR

EndorsementPage 1 of 2

08/11/2012 11:48:00



## **Government Of West Bengal** Office Of the A.D.S.R. DURGAPUR District:-Burdwan

Endorsement For Deed Number: I - 09267 of 2012 (Serial No. 09737 of 2012)

# 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: 5, 5(f), 53 of Indian Stamp Act 1899.

## Payment of Fees:

Amount By Cash

Rs. 189203.00/-, on 08/11/2012

( Under Article : ,E = 14/- on 08/11/2012 )

## 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

Certified that the required stamp duty of this document is Rs.- 40011 /- and the Stamp duty paid as:

## Deficit stamp duty

Deficit stamp duty Rs. 39020/- is paid, by the Bankers cheque number 652699, Bankers Cheque Date 18/10/2012, Bank Name State Bank of India, DURGAPUR CITY CENTRE, received on 08/11/2012

> (Satyajit Biswas) ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR



( Satyajit Biswas )

ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR

EndorsementPage 2 of 2

08/11/2012 11:48:00

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I CD Volume number 24 Page from 1607 to 1625 being No 09267 for the year 2012.



(Satyajit Biswas) 08-November-2012
ADDITIONAL DISTRICT SUB-REGISTRAR OF DURGAPUR
Office of the A.D.S.R. DURGAPUR
West Bengal

BENGAL INFRAPROJECTS PAT. LTD.