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Additional District Sub-Registra: Baraset, North 24 Parganas

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 22 day of ______, 2018 (two thousand eighteen) BETWEEN

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Baranat, North 24 Parganas

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registered office at CD – 274. Salt Lake City Sector – 1. P.O & P.S. Bidhannagar (North). Kolkata – 700064, represented by its partners (1) SRI. VINOD KUMAR KOHLI, (PAN - AFMPK2735H), son of Late Baldeo Raj Kohli. by occupation-Business. by faith - Hindu, by nationality - Indian. (2) SRI. AMIT KUMAR KOHLI, (PAN - AEUPK7394H), son of Sri Vinod Kumar Kohli, by occupation-Business. by faith- Hindu, by nationality- Indian. both are residing at CD – 274. Salt Lake City Sector – 1. P.O & P.S. Bidhannagar (North). Kolkata – 700064, hereinafter called and referred to as the "LAND OWNERS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs. executors, administrators, legal representatives and/or assigns) of the ONE PART.

AND

TIRATH PROJECT (PAN – AAGFT3037Q) a Partnership firm, having its office at Kora Chandigarh, Taldharia, P.O. Madhyamgram, P.S. Barasat, Dist. North 24 Parganas, represented by its partners (1) SRI HARISH KUMAR ROHRA (2) SRI ASHOK KUMAR ROHRA (3) SRI YOGESH ROHRA all sons of Late Tirath Das Rohra, all by faith- Hindu, by occupation- Business, all are residing at Kora Chandigarh, Taldharia, P.O. Madhyamgram, P.S. Barasat, Dist. North 24 Parganas, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include Successors-in-Office, legal representatives and/or assigns) of the OTHER PART.

WHEREAS All the piece and parcel of revenue free Danga Land measuring an area more or less 32 (thirty Two) Decimals of land i.e. 19 cottahs 10 chittaks 31 Sq. ft of land recorded in L.R Dag No 2400 under L.R Khatian No. 798 of Mouza — Udayrajpur, J.L. No. 43, Re. Su.No. 6, Touzi No. 27/31 and 146 within the jurisdiction of Madhyamgram Municipality under ward No 05 (formerly 9, 10), Holding No. 85 Jessore Road (North) within P.S. Barasat at present Madhyamgram. District. North 24 Parganas (said Property) and the said property jointly owned by the above said Owners (Sri Vinod Kumar Kohli & Amit Kumar Kohli) on behalf of M/s Modern Hatcheries) are recorded sole Owners and as legal heirs and absolutely seized and



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Additional Bustrict Sub-Registrar Barasat North 24 Parganas

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Diponkar Ch. Dan Son of D.K. Dan (Adv) Barrackfort Cort. P.Oandf.S. Barrackfore Kol-700120. essed with all transferable right, title and or interest in respect of the said operty.

AND WHEREAS on 26th days of August 2015 a registered Development Agreement was executed between M/S Modern Hatcheries a partnership firm having its registered office at CD - 274. Salt Lake City Sector - 1, P.O & P.S. Bidhannagar (North) Kolkata - 700064 represented by its partners (1) Sri. Vinod Kumar_Kohli, son of Late Baldeo Raj Kohli and (2) Sri. Amit Kumar Kohli, son of Sri. Vinod Kumar Kohli therein referred as to the Owners of the ONE PART and M/S Maya Asha Enterprises a partnership firm having registered office at Vill Sajirhat. P.O. Jugberia P.S. New Barrackpore at present Ghola Dist. North 24 Parganas, Kolkata - 700130 represented by its partners 1. Sri Rahul Jiwani, son of Sri Bhagchand Jiwani, residing at D - 69, Bangur avenue, P.S. Lake Town Kolkata - 700055, 2. Sri Raunaqq Rajesh Keswani son of Rajesh Chandra Keswani residing at D - 5, Ashadeep Appt. AA – 101Prafulla Kanan (west), P.O. Prafulla Kanan, P.S. Baguhati. Kolkata - 700101, therein referred as to the Developer of the OTHER PART, duly registered at Additional Registrar of Assurance office of the A.R.A - It Kolkata. West Bengal, which was recorded in to Book No. I, Vol No. 1902 - 2015, Pages from -118450 to 118504, Being No. 9326 for the year 2015.

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AND WHEREAS on 8th day September 2015 a registered Power of Attorney was executed by M/S Modern Hatcheries a partnership firm having its registered office at CD – 274. Salt Lake City Sector – 1, P.O & P.S. Bidhannagar (North), Kolkata – 700064 represented by its partners (1) Sri. Vinod Kumar Kohli, son of Late Baldeo Raj Kohli and (2) Sri. Amit Kumar Kohli, son of Sri Vinod Kumar Kohli therein referred as to the owners and therein appointed 1, Sri Rahul Jiwani, son of Sri Bhagchand Jiwani, residing at D – 69, Bangur avenue, P.S. Lake Town Kolkata – 700055, 2, Sri Raunaqq Rajesh Keswani son of Rajesh Chandra Keswani residing at D – 5, Ashadeep Appt., AA – 101Prafulla Kanan (west), P.O. Prafulla Kanan, P.S. Baguhati, Kolkata – 700101, Partners of M/S Maya Asha Enterprises, as their true and lawful Attorney to do all acts deed and things in respect of the said property duly registered at Additional Registrar of Assurance office of the A.R.A – III, Kolkata. West Bengal , which was recorded in to Book No. IV, Vol No. 1903 – 2015, Pages from – 49655 to 49690, Being No. 5065 for the year 2015.

AND WHEREAS for personal reason the above named Land Owners cancelled and revoked the said Development Agreement by virtue of a registered cancellation of Development Agreement duly registered at A.R.A – IV Kolkata 20th March 2018 which was recorded into Book No. I. Volume No. 1904 – 2018, Page from 130326 – 130346. Being No. 2962 for the year 2018

AND WHEREAS due to personal reason the above named Land Owners also revoked the said Power of Attorney by virtue of a Registered Revocation Power of attorney duly registered at A.R.A. III Kolkata 20th March 2018 which was recorded into Book No. IV. Volume No. 1903 – 2018 page from 50860 to 50886, Being No. 1701 for the year 2018.

AND WHEREAS the original Title Deed Nos 6893/1989, 6894/1989 and 6928/1989 was lost or misplaced and this incident was Published in News paper namely "The Statesman" dated on 02.07.1989, "Bartaman" dated on 01.07.1989, "Ananda Bazar Patrika" dated on 30.06.2007. & "The Telegraph" dated on 30.06.2007.

AND WHEREAS the Developer herein published a legal notice in newspaper namely "The Statesman" & "Dainik Statesman (Bengali)" dated 06.06.2018 and within the stipulated period of 15 days from the date of publication of the aforesaid notice no one appeared any written or verbal objection by the Ld. Advocate Dipankar Chandra Das and it was presumed that the said property is free from all encumbrances, demands, liens, lispendens whatsoever in nature.

AND WHEREAS presently the Land Owners with the intention of construction of multi-storied (G+4) building over the said plot of land have approached the Developer for doing this said Act and on the basis of such approach made by the owners the developer being experienced in developing the properties, have agreed to develop the said property, more fully and particularly described in the FIRST SCHEDULE hereunder written hereinafter called the "SAID PROPERTY" at his own cost and expenses on the terms and conditions hereinafter contained.

DW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND SETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE-I

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DEFINITION

1. OWNERS: M/S MODERN HATCHERIES, a partnership firm having its registered office at CD – 274. Salt Lake City Sector – 1, P.O & P.S Bidhannagar (North), Kolkata – 700064 represented by its partners (1) SRI. VINOD KUMAR KOHLI, son of Late Baldeo Raj Kohli, by occupation-Business, by faith- Hindu, by nationality- Indian, (2) SRI. AMIT KUMAR KOHLI, son of Sri Vinod Kumar Kohli.

2. DEVELOPER: TIRATH PROJECT, a Partnership firm, having its office at Kora Chandigarh, Taldharia, P.O. Madhyamgram, P.S. Barasat Dist,North 24Parganas, represented by its partners (1) SRI HARISH KUMAR ROHRA, (2) SRI ASHOK KUMAR ROHRA, (3) SRI YOGESH ROHRA, all sons of Late Tirath Das

3. LAND : The land described in the First Schedule here under written.

4. BUILDING: Means multi storied new building to be constructed on the schedule property in accordance with the plan to be sanctioned by the Madhyamgram Municipality in the name of the owners and at the cost of construction charges and expenses of the developer hereinafter referred as the said building.

5. ARCHITECT: Shall mean person or firm appointed or nominated by the Developer/Promoter for construction of the proposed building.

6. BUILDING PLAN: Plan to be sanctioned by the Madhyamgram Municipality

7. TRANSFER: Arising as grammatical variant or shall include a transfer by possession and by any other means adopted for affecting what is understood as a transfer of Flat/Shop/Car Parkings Space/ or Commercial in multi-storied (G+4)

ing to the intending purchaser and/or purchasers thereof although the same mounts as transfer in hand.

- **8. TRANSFEREE**: Shall mean a person to whom any Flat/Shop/Car Parkings Space/or Commercial in the building will be transferred by a Deed of Conveyance for a valuable consideration by the owners or the respective space/flat of the said building and/or otherwise.
- 9. TIME : Shall mean the construction to be completed within 30 (thirty) months from the date of registration of Development Agreement.
- **10. COMMENCEMENT**: This agreement shall be deemed to have commencement with effect from the date of execution of this agreement.
- 11.COVERED AREA: Shall mean the plinth area of the building measuring at the floor level of the basement or any story and as shall be computed by inclusion of the thickness of the internal and external walls, save that if any wall be common between separate two portions/flats/rooms, then only half depth of the wall thickness to be included for computing the area of each separate portion/flat/room.
- 12.COMMON AREA: Shall mean the area of the lobbies, staircase, landing and other portions of the building intended or required for ingress in and egress from any portion/flat or for providing free access—to such portions/flat for the use of the co-owners of the flats/rooms i.e. water pump room in the ground floor and open terrace of the Top floor etc. as per sanctioned building plan and/or as may be decided by the Developer.
- 13.COMMON PORTIONS: Shall mean the common installation in the building for common use and utility i.e. plumbing, electrical, drainage, and other installations fittings, fixtures and machinery which are not exclusive for any portion/flat and which are specified as common by the Developer.
- 14. COMMON FACILITIES: Shall include corridors, stair-case, water pump, pump house, over head tank, lift and such other facilities which may be mutually agreed by and between the parties and required for the location free enjoyment,

internance, up keep and/or proper management of the building including the top

15. SINGULAR: Shall include the plural and vise versa.

16. MASCULINE: Shall include the feminine and vise versa.

17. TRANSFEREES: Shall mean the person, firm, limited company, association or persons to whom any space/flat in the building is proposed to be transferred on Ownership basis for Residential purpose as well.

ARTICLE-II COMMENCEMENT AND FIELD OF THIS AGREEMENT

(a) This Agreement shall came into effect automatically and immediately on execution of these presents by and between the Parties hereto.

(b) Field of this Agreement means and include all acts in connection with the promotion and implementation of the said project till the execution of an registration of Deed or Deeds of conveyance or Transfer by the Land Owners in favour of the Developer or its nominee/nominees in terms of the Agreement in respect of flat/shops portion in the proposed building together with undivided right, title and interest in the land of the said premises.

ARTICLE-III LAND OWNERS' REPRESENTATION

- (a) The Land Owners are absolutely seized and possessed of and/or well and sufficiently entitled to the said property.
- (b) None other than the a Land Owners have any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof.
- (c) That none other than the Land Owners i.e. the party of the one part hereto, have any claim, right, title and/or demand whatsoever in respect of the said property and/or any portion thereof.

- That the said property is free from all encumbrances, charges, liens, lispendens, eachments, acquisition, requisition whatsoever or howsoever.
- (e) That the Developer i.e. the Other part hereto being satisfied with the right, title and interest and possession of the Party of the One Part as mentioned in the Schedule hereunder, has agreed to do the proposed development of the said holding in terms and conditions as contained herein above.
- (f) That the said property is not subject to any suit or legal proceeding in any court of law or not under mortgage or such, under any Bank or Financial Institutions.

ARTICLE-IV LAND OWNERS' RIGHT AND OBLIGATIONS AND REPRESENTATIONS

- (i) The Land Owners became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises free from all encumbrances, charges, liens, lispendens, trusts, requisition or acquisition whatsoever nature and have a valid marketable title on the said premises.
- (ii) The Land Owners have absolute right and authority to develop the said plot of land.

ARTICLE-V DEVELOPER'S RIGHT AND RESPONSIBILITIES

The scope of work envisaged to be done by the Developer hereunder shall include:

(i) Construction of the new Building with all ancillary services complete in all respect as per the plans, the details and specifications thereof. The building shall be constructed exclusively for residential and commercial use. The Developers' responsibility shall include coordinating with all other statutory authorities and to complete the construction of the building including plumbing, electrical, sanitary fittings and installations.

- All outgoings including other rates, taxes duties and other impositions by the Madhyamgram Municipality or other any competent authority in respect of the said property up to the date of this agreement shall be paid by the Land Owners.
- (iii) All funds and/or finance to be required for completion of the entire project shall be provided by and/or otherwise arranged by the Developer.
- (iv) The Developer will be the only and exclusive builder and during subsistence of this agreement shall have the sole authority to sell all the flats/shops of the building/buildings which completely includes as Developer's proposed allocations/portions in the proposed building at the said premises and/or of all or any portion/portions thereof, which will include common area and facilities together with the undivided right, title and interest in the land in common facilities and amenities including the right to use thereof. The owners or any person claiming under them shall not interfere, question hinder inject, stop or prohibit the Developer, for carrying out the proposed construction of the building in the said premises subject to the fulfilment of all obligation of the Developer towards to Land Owners. The Developer will complete the construction of the building with the standard materials as would be available in the market.
- (v) The Developer will be entitled to prepare Plan and modify or alter the Plan and to submit the same to the concerned authority in the name of the owners/Developer at its own cost and the Developer will pay and bear all fees payable to the said authority and other bodies statutory or otherwise for sanction of the plan for construction of the proposed new Building provided however that the developer will be exclusively entitled to all refunds of any and all payment and/or deposits made by the developer in the name of the Land owners/Developer.
- (vi) The Developer hereby undertakes to indemnify and keep indemnified the Land Owners from and against any and all actions, charges, claims any third party arising out of due to the negligence of noncompliance of any law bye-law, rules and regulations of the Madhyamgram Municipality and other Govt, or local bodies as the case may be and shall attend to answer and be responsible for any deviation, a

mission, violation and/or breach of any accident in relating to the construction of building all costs and charges in this regard shall be paid by the Developer.

- (Vii) That the Developer will be entitled to take loan from any Financial Institution or any Nationalized Bank / Banks for completion of the said project and not to attach the property in question by infringing the Land Owners' right and interest of the property in any manner whatsoever and no liability will be given to the Land Owners regarding the outstanding loan of the Developer.
- (viii) The Developer shall abide by all the safety norms during the construction of the proposed building and where to all statutory and legal norms and keep the owners indemnified.
- xi) The Developer shall obtain all necessary "No-Objection" certificate and procure "Completion Certificate "from all statutory authorities such as Municipality and others.

ARTICLE-VI

CONSIDERATION OWNERS' ALLOCATION

In consideration of the owners having granted the Developer an exclusive consent to Develop the said Property, the Land Owners will be entitled to get from the total Construction of new building 42% ratio Super built up area, which will come out from each floor of said newly constructed multi-storied building (G+4). If any extra floor will be constructed then the Land Owners will also get 42% ratio super built up area from the said extra floor. The Land Owners also will be entitled to get 42% ratio open and Covered car parking space.

Besides this adjustable or advance total sum of Rs. 1,50,000,00/- (Rupees one core fifty takh) only will be paid by the Developer to the Land Owners OUT OF WHICH Rs. 50,00,000.00 (Rupees fifty takh) only will be paid on the date of execution of this Development Agreement and balance amount of Rs. 1,00,000,00.00 (Rupees one core) only will be paid by the Developer to Land Owners after 15 days from the date of registration of Development agreement.

** it stated here that the total advance will be adjusted from the Owners allocation of *42% ratio of Super built up area from the top floor only @ Rs. 2700/- per sq.ft as settled between the Land Owners & Developer herein.

Be it stated here that the Ground Floor and First Floor will be for the Commercial Purpose and Land Owners will be entitled to get 42% ratio Super built up area. The Land owners and the Developer will amicably settle either sale or rent in respect of the commercial space in the said Multi – Storied building.

Be it mention here that the Land Owners shall also get 42% area of the ultimate roof set apart after provided common area from the exclusive use of the Owners and Developer.

DEVELOPER'S ALLOCATION

SAVE AND EXCEPT the Owners allocated portion stated above, the rest portion i.e. total 58% ratio Super built up area will be treated as Developer allocated portions and the Developer will get the said 58% ratio super built up area of the multi – storied building and 58% ratio Covered & Car Parking space area and also get 58% ratio Ground floor & First floor for Commercial purpose of the said new multi – storied building.

Be it mention here that, the Developer will get any adjoining plot of land for Development Purpose in future, at the time of amalgamation the Developer has exclusive right & absolute power to amalgamated the adjoining land for which the existing land owners shall not raise any objection, claim demand over the afore said adjoining land.

ARTICLE-VII PROCEDURE

1. The Land Owners shall execute a Development Power of Attorney as may be required for the purpose of obtaining sanction of the Plan all necessary permission and sanction from different authorities in connection with the construction of the Building, for pursuing and following up the matter with the statutory authorities and to do all acts, regarding construction work and also to negotiate with the prospective

to enter into agreement for sale to receive consideration money for the eloper's allocated area. During continuation of this agreement the Owners shall of in any way cause any impediment or obstruction whatsoever in the construction of the said building by the Developer subject to fulfilments of the Developer's obligation as per the instant agreement.

- 2. The Land Owners shall help to obtain mutation of the property in the name of the developer and/or its nominee or nominees and/or favour of the future flat owner, car parking owner, shop owners & Commercial Owners after the completion of the construction and after transfer or sale of all the flats, car Parking shops & Commercial to the said future owners hereof.
- 3. Immediately after execution of these presents the Land Owners shall handover vacant possession of the land with the existing structure to the developer and/or his representatives to have access to the land for the purpose of Development, soil testing etc. and further permit the Developer to place hoardings, to keep building materials and allow the men and agents of the Developer to stay in the land for the purpose of construction of the building or apartment in question as stated hereinabove.

ARTICLE-VIII CONSTRUCTION

The Land Owners or any person claiming through them shall not in any way interfere with the quiet and peaceful possession of the said premises or holding thereof by the Developer and shall not interfere with rights of the Developer to construct and complete the said building within the stipulated period subject to fulfilment of all obligations by the Developer as per this agreement.

ARTICLE-IX POSSESSION

Immediately on execution of these presents the Owners shall handover to the Developer the physical possession of the said premises and/or the said plot of land to enable the Developer to take all necessary action including measurement of the said premises for development of the said premises and the Developer shall hold the same hereunder without interference or disturbance of the owner or any person or

claiming under them. The delivery of possession must be in writing and be signed both the owner and the Developer.

ARTICLE-X

BUILDING

- (a) The Developer will at its own cost and on the basis of specification as per sanctioned Building Plan shall construct, erect and complete the Building and the common facilities and the amenities at the said premises with good and standard materials and in a workman like manner within 30 (thirty) months from the date of registration of Development Agreement.
- (b) The Developer will install and erect in the said Building at their own costs, pumps, water storage over head reservoirs, electrifications, permanent electric connection from the CESC Limited WBSEB and until permanent electric connections is obtained, save and except the Security Deposit and service charges for installation on new connection by CESE Limited/WBSEB in the said Building.
- (c) The Developer shall at its own costs and expenses and without creating any financial or other liability on the owners construct and complete the building in accordance with the Building Plan and any amendment thereto or modification thereof made or caused to be made by the Developers during the period of construction subject to the sanction of the appropriate authorities.
- (d) All costs, charges and expenses relating to or in any way connected with the construction of the said building and development of the said premises including charges for other bodies shall be paid discharged and borne by the Developer and the Land Owners shall have no liability whatsoever in this context.

ARTICLE-XI RATES AND TAXES

(i) The Developer hereby undertakes and agrees to pay the municipal tax, water and all other taxes from the date of taking over the possession.

completion of the Building and subsequent delivery of possession thereof arties hereto and/or their respective transferees shall be responsible for the ment of all rates, taxes and other outgoings in respect of their respective ocable space and areas

ARTICLE-XII SERVICE AND CHARGES

- (a) The Service charges shall include utility charges, maintenance of mechanical electrical, sanitary and other equipments for common use maintenance and general management of the building.
- (b) The Developer in consultation with the Land Owners and other prospective transferees shall frame such scheme for the management, amenities and administration of the building and all parties shall abide by all the rules and regulations of such management, administration/maintenance and other schemes and as well Association of Land Owners of the respective flats as and when formed

ARTICLE-XIII COMMON RESTRICTIONS

- (a) The transferees and occupiers shall, in any event, not use the allotted area as godown and shall not store inflammable or combustible articles/materials, such as bide skin and kerosene, diesel oil etc. which may cause fire hazard to the said building.
- (b) None of the transferees and occupiers shall demolish or permit demolition of any of the main structure in their allocated portion or any part thereof.
- (c) Subject to the Developer fulfilling its obligation and commitments as specified herein the time the owners shall not do any act or things whatsoever by which the Developer shall be prevented from construction and/or completion of the said building.

E-XIV

LEGAL COMPLIANCE

It is hereby expressly agreed by and between the parties hereto that it shall the responsibility of the Developer to comply with all other legal formalities and execute all documents as shall be required under the law for this purpose.

(ii) The owner shall be bound to sign and execute such agreement, deeds, documents, papers, writings and forms as may be required by the Developer to be executed in favour of all intending and/or actual transferees in respect of Developer's share and claim of the said building in full as aforesaid together with proportionate undivided share or right in the land and to register the same whenever necessary.

ARTICLE-XV OWNERS' INDEMNITY

The Owners hereby undertake to keep the Developer indemnified against all claims, demands, suits or proceedings that may arise against the Developer in connection with the said premises due to commission/omission of any act or deed on the part of the Land Owners. If any dispute arises in future regarding, title of the Land Owners in that event the Land Owners will be held responsible to rectify it at their own cost.

ARTICLE-XVI TITLE DEEDS

The Land Owners shall deliver the Xerox and other copies of all original documents and the title deed/deeds to the Developer on the date of execution and registration of the Development Agreement and the Development Power of Attorney.

ARTICLE- XVII MISCELLANEOUS

(a) The Land Owners and the Developers herein entered into this agreement purely on contractual basis and nothing contained here in shall be deemed to construe as partnership between the Developer and the owner but as joint venture between the parties hereto.

Any notice required to be given by the Developer will without prejudice to other mode of service available deemed to have served on the Land owner if relivery by hand and duly acknowledge and/or sent by prepaid Registered Post with acknowledgment due and shall likewise any notice required to be given by the Land Owners shall be deemed without prejudice to the owner mode of service available to have been served on the Developer if delivered by hand and duly acknowledged and/or sent by prepaid registered post to the office of the developer

- (c) There is no existing agreement regarding the development and/or the sale of the said premises and that all other arrangements prior to this agreement have been cancelled and/or being superseded by this agreement. The Land Owners do hereby unanimously and severally declare that they and each one of them have not entered into any agreement with anybody else for development of the said premises except the Developer herein.
- (d) Each terms of this agreement shall be the consideration for the other terms

ARTICLE-XVIII FORCE MAJEURE

- Force Majeure is herein defined as :
- (a) Any cause which is beyond the control of the Developer.
- (b) Natural phenomenon including but not limited to whether condition of floods, droughts, earthquake etc.
- (c) Accidents and disruption including but not limited to fires, explosive, breakdown of essential machineries or equipments and power shortage.
- (d) Transportation delay due to force majeure or accidents
- 2. The Developer and/or Land Owners shall not be liable for any delay in performing its obligations resulting from force majeure and developer may suspend

construction work during force majeure and the stipulated period and time to impletion of the Development work may be extended for such force majeure period. If the Developer and/or owner mutually agree to extend time limit of the instant agreement same can be done subject to the condition that the said mutual agreement must be written and signed by the Developer and the Land Owners

ARTICLE-XIX JURISDICTION

Courts of North 24 Parganas along shall have the jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties hereto.

ARTICLE-XX ARBITRATION

All disputes and differences arising between the parties to this agreement shall on the first place be referred to arbitrators frominated by each of the parties and whenever necessary arbitrators so nominated may appoint an umpire among themselves jointly in accordance with The Arbitration and Conciliation Act, 1996 to process, the dispute and difference and any step otherwise without compliance the provision of said arbitration, either of the parties will not be entitled to proceed before the court of law as regards the said disputes and differences.

ARTICLE-XXI GENERAL CONDITIONS

- (a) All appendices in this agreement are integral parts of this agreement.
- (b) All amendments and/or addition to this agreement are valid only if made in writing and sign by both the parties.

FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the scheduled property)

ALL THAT a piece of revenue free Danga Land measuring more or less 32 (thirty two) Decimals of land i.e, 19 Cottahs 10 Chittaks 31 Sq. ft of land recorded in L.R dag No. 2400 under L.R Khatian No. 798 of Mouza – Udayrajpur, J.L. No. 43, Re. Su.No. 6, Touzi No. 27/31 and 146 within the jurisdiction of Madhyamgram Municipality under ward No. 05 (formerly 9, 10), Holding No. 85 Jessore Road (North) within P.S. Barasat at present Madhyamgram, District. North 24 Parganas.

Butted & Bounded by :

On the North: Municipal Road.

On the South: R.S. Plot No. 965

On the East R.S. Plot No. 954

On the West: Jessore Road.

SECOND SCHEDULE ABOVE REFERRED TO

(Specification of work)

FOUNDATION: The foundation of the building shall be

reinforced cement concrete.

STRUCTURE: The main structure of the building shall be of

reinforced cement concrete frame structure comprising of R.C.C. Columns beams slabs etc.

ELEVATION: Attractive designed front elevation with

exclusive finish.

WALLS : The external walls of the building be 200/

125 mm thick brick and partition wall inside the flats shall be of 75 mm and 125 mm thick.

Both to be bounded with cement mortar.

TERING

All external surface shall be plastered with cement and finished with plaster of Paris. All external walls shall be plastered with cement and sand and painted with cement paints of reputed make.

FLOORING AND SKIRTING:

All and other flooring and skirting inside the flat including the balcony shall be made with 2'x2' Vitrified tiles. The toilets shall have 6' glazed white ceramic tiles with marble/tile flooring.

The kitchen will have marble flooring.

DOORS:

All doors frame will be made of Sal wood. The main door will be of flush door. Internal door shall be commercial water proof flush type affixed on proper timber frame painted with primer paint. Toilets will have plastic door. The main door shall be provided with one magic eye.

WINDOWS:

All window shall be aluminium frame with integrated grill and will be fitted with glass.

TOILET FITTINGS

All toilets will have marble flooring. All toilets be provided with concealed plumbing for water. Each bath room shall have European W.C. or Indian type pan which the Purchaser will choose, one cistern and one basin. Each toilet will have concealed stop cock, bib cocks and shower. The comot and the basin will have white colour.

KITCHEN FITTINGS/ FIXTURES:

The Kitchen will have marble flooring. The Kitchen shall have Black stone platform with black stone, 3' dado ceramic tiles on cooking slab.

ROOF:

Proper roof treatment with water proofing.

AIRS

All landings and steps of the stair-case will

be Kota Marble/Tiles.

ELECTRICALS

Meter-individual meter to be fitted by individual costing. All electrical lines, to be concealed having quality copper wires of proper gauge with earthling arrangements all switch boards to be of PVC with in front cover of parapet sheet, with switch/plus/sockets etc. are to be provided on all electrical points.

ELECTRICAL POINTS:

Bed rooms

Two light points, one fan point, one multi-

plug point (5 Amps) computer points in all

bed rooms, only one washing point.

Toilets

One light point, one exhaust fan point, 15

Amps, one Geyser point .

Living/Dining Room:

Two light points, two fan points, one plug

point (15 Amps), one T.V. Point and one

Refrigerator point.

Kitchen

Aqua Guard point and exhaust point with a 15

Amps point.

Stair

One point in each landing.

Roof :

Two light points

Ground floor:

Adequate light points.

WATER SUPPLY:

One underground water reservoir for storing

the water is to be provided with adequate horse

power capacity of pump of reputed make

& Boring & Deep Tubewell.

Party has to pay extra money for any extra work other than what are stated in to.

THIRD SCHEDULE ABOVE REFERRED TO:

(Cost of maintenance of common service as facilities)

- (a) Lobbies and stair case.
- (b) Stair Head Room, Lift, Machine Room, Lift well.
- (c) The ultimate roof of the building areas as marked in the plan annexed hereto.
- (d) Overhead water reservoirs.
- (e) Water pipe (save those inside any apartment).
- (f) Wiring and accessories for lighting of common areas in the block.
- (g) Lift and lift machinery.

Part-2.

- .(1) Open pathways.
- (2) Boundary walls.
- (3) All gates to the premises.
- (4) Drains sewers, septic tank/s and their connection with the KMC.
- (5) Electric transformer/s.
- (6) Electric cables.
- (7) Underground water reservoir.

Tube well/s if any.

- All external lighting.
- Diesel Generating set/s. (10)
- Pumps and motors. (11)
- Community Hall. (12)
- Security room. (13)

IN WITNESSES WHEREOF, the Parties have hereunto set their respective signature on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of :

1. / 200 (200) (200) (200) (200) 13 Mark . Brown

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Signature of the Land Owners 90.00 2004FU The Control Control

2. Sublankorplatin Patin P. 78. Business And me

Partner Curt A Production

Signature of the Developer

VED Rs. 50,00,000/- (Rupees fifty lakh) only from the within named veloper as advance as per following memo:

MEMO OF CONSIDERATION:

Cheque/Draft	Date	Bank	Amount(Rs.)
005998	30.05.2018	BOB	50,00,000.00

Signature of the Land Owners.

DRAFTED AND PREPARED BY:

I rinkon chobon

(Sri Dipankar Ch Das)

Advocate

Barrackpore Court

Enrollment No.F/680/587/2011

DISTRICT NORTH 24 PARGANAS THE A.D.S.R.O. (B.K.P.) / NAIHATI / D.S.R. BAKASAT / COSSIPORE DUMBLING ROAD NORTH AND NO

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Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE A.D.S.R. BARASAT, District Name :North 24-Parganas Signature / LTI Sheet of Query No/Year 15031000160094/2018

SI	Name of the Executant		admitting the Executio	Finger Print	Signature with date
lo.		i			
1	BIDHANNAGAR, P.S Bidhannagar, District	Represent ative of Land Lord [M/s Modern Hatcheries]			22/06/18
 SI	- 700064 Name of the Executant	Category		Finger Print	Signature with date
No.				, j	1 -
2	AMIT KUMAR KOHLI Cd 274, Salt Lake City, P O - Bidhannagar, P S:- Bidhannagar District:- North 24-Parganas, West Bengal, India, PIN	[M/s Modern			
*******	- 700064 Name of the Executant	Category	Photo	Finger Print	Signature with
SI			man and the second seco		date
No.	Harish Kumar Rohra Kora Chandigarh, P.O:- Madhyamgram, P.S:- Barasat, District -North 24-Parganas, West Bengal, India, PIN -	Represent ative of Developer [TIRATH PROJECT			Free Res

Signature of the Executant		Bulliumy the Execution i	Finger Print	Signature with date
Ashok Kumar Rohra Kora Chandigarh, P.O Madhyamgram, P.S Barasat, District -North 24-Parganas, West Bengal, India, PIN - 700129	Represent ative of Developer [TIRATH PROJECT		Finger Print	Signature with
Name of the Executan	t Category	Photo	Finger Frinc	date
5 Yogesh Rohra Kora Chandigarh, P.O Madhyamgram, P.S:- Barasat, DistrictNorth 24-Parganas, West Bengal, India, PIN -	Represent ative of Developer [TIRATH PROJECT]	The state of the s		70 year Long
700129 SI Name and Address	of identifier	* Identifier	of	Signature with date
No. 1 Dipankar Chandra Das Son of D K Das Barrackpore Court, P. Barrackpore, P.S Ba District -North 24-Pare	s O'- rrackpore '	Vinod Kumar Kohli, AMIT Harish Kumar Rohra, Ash Yogesh Rohra	KUMAR KOHLI, ok Kumar Rohra, ,	30000

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

19-201819-025007819-2

Payment Mode

Counter Payment

18/06/2018 14:36:21

Bank:

Bank of Boroda

90283540

18/06/2018 00:00:00 BRN Date:

ITOR'S DETAILS

ld No.: 15031000160094/5/2018

[Query No./Query Year]

Subhankar Mahapatra

Mobile No. :

+91 7407654432

E-mail:

Address:

P 73 Bangur Avenue Block C

Applicant Name:

Mr Dipankar Ch Das

Office Name:

Contact No. :

Office Address:

Status of Depositor:

Others

Sale, Development Agreement or Construction agreement

Payment No 5

PAYMENT DETAILS

Purpose of payment / Remarks :

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
		Property Registration- Stamp outy	0030-02-103-003-02	7492*
1			0036-03-104-001-16	3(302)
2	15031000160094/5/2018	Properly Registration- Registration Fees	0030-03-104-50-110	

Total

124942

In Words:

Rupees, One Lakh Twenty Four Thousand Nine Hundred Forty Two only

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'নিধাৰ মাম বল্লাক ক্ষাত্রণার্হ

Father's Name - Header Ray Kilon

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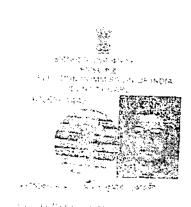
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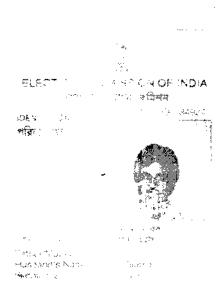


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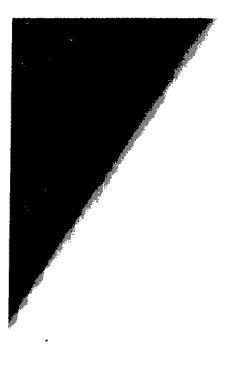
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भारत सरकार GOVE OF INDIA



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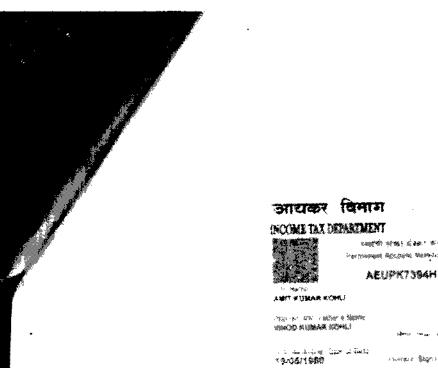


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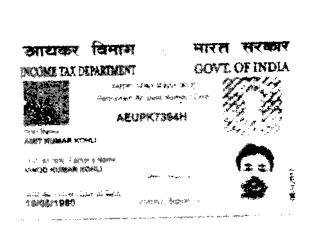
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अायकर विभाग INCOME TAX DEPARTMENT TIRATH PROJECT



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Major Information of the Deed

	I-1503-04315/2018	Date of Registration	25/06/2018		
// Year	1503-1000160094/2018	Office where deed is re	re deed is registered		
ate	12/06/2018 3:45:25 PM	A D S R BARASAT, District, North 24-Parganas			
cant Name, Address ther Details	Dipankar Ch Das Thana Barrackpore District No Mobile No.: 9038813574, Status	North 24-Parganas, WEST BENGAL PIN - 700120.			
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 : 50.00,000/-]			
Set Forth value		Market Value Rs. 5,50,70,566/- Registration Fee Paid Rs. 50,021/- (Article.E. E. B)) from the applicant for issuing the assement sl.p (Urba			
Rs 10 00 0004					
Stampduty Paid(SD)					
Rs 75 021/- (Art.cle 48(g))					
Remarks	Received Rs. 50/- (FIFTY only) area)				

Land Details:

District: North 24-Parganas, P.S.- Barasat: Municipality: MADHYAMGRAM, Road: Jessore Rd. Road Zone (Madhyagram Crossing -- Champadali More On Road) , Mouza, Udayrajpur

Sch No	Plot Number	Khatian Number	Land Proposed		Area of Land		Market Value (In Rs.)	Other Details
i 1	LR 2400	LR-798	Bastu	Danga	19 Katha 10 Chatak 31 Sq Ft		5,50,70,566/~	Width of Approach Road 60 Ft : Adjacent to Metai Road
	Grand	Total:			32.4523Dec	10,00,000 /-	550,70,566 /-	

Land Lord Details:

- :	SI No	Name, Address, Photo, Finger print and Signature	
ı	1	M/s Modern Hatcheries	
		CD 274 SALT LAKE CITY, Block/Sector: 1, P.O.: BIDHANNAGAR, P.S.: Bidhannagar, District -North 24-	:
:		Parganas West Bengal, India PIN - 700064 . PAN No.: AAIFM0766D, Status Organization, Executed by	i
,		Representative Executed by: Representative	i i

Developer Details:

St	Name,Address,Photo,Finger print and Signature
No	, , , , , , , , , , , , , , , , , , ,
1	TIRATH PROJECT
	Kora Chandigarh , Taldharia, P.O Madhyamgram, P.S Barasat District North 24-Parganas, West Bengal,
	India, PIN - 700129 PAN No.: AAGET3037Q, Status Organization, Executed by Representative

Details :

ddress,Photo.Finger print and Signature

Kumar Kohli

of Late Baídeo Raj Kohli CD 274, SALT LAKE 1, Block/Sector: 1, P O:- BIDHANNAGAR, P.S:- nannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, Sex, Male, By Caste Indu. Occupation, Business, Citizen of: India, PAN No : AFMPK2735H Status: Representative, Representative of : M/s Modern Hatcheries (as PARTNER)

2 AMIT KUMAR KOHLI

Son of Mr. VINOD KUMAR KOHLI Cd 274. Salt Lake City. P.O:- Bidhannagar, P.S:- Bidhannagar, District - North 24-Parganas. West Bengal India. PIN - 700064. Sex: Male. By Caste: Hindu. Occupation: Business. Citizen of India. . PAN No.:: AEUPK7394H Status: Representative. Representative of . M/s Modern Hatcheries (as partner)

3 Harish Kumar Rohra

Son of Late Tirath Das. Rohra Kora Chandigarh TALDHARIA, P.O.- Madhyamgram, P.S.- Barasat, District: North 24-Parganas, West Bengal, India, PIN - 700129, Sext Male, By Caste: Hindu, Occupation Business, Citizen of: India, PAN No., AGJPR7205B Status, Representative, Representative of: TIRATH PROJECT (as partner)

1 Ashok Kumar Rohra

Son of Late: Tirath Das Rohra Kora Chandigarh TALDHARIA, P.O.- Madhyamgram, P.S.- Barasat, District,-North 24-Parganas: West Bengal, India: PIN - 700129, Sex: Male, By Caste: Hindu, Occupation, Business, Citizen of: India, . PAN No.:. AGNPR4017P Status , Representative, Representative of TIRATH PROJECT (as partner)

5 Yogesh Rohra (Presentant)

Son of Late Tirath Das Rohra Kora Chandigarh TALDHARIA, P.O.- Madhyamgram, P.S.- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700129, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No... ADKPR3778D Status: Representative, Representative of : TIRATH PROJECT (as partner)

Identifier Details :

Name & address

Dipankar Chandra Das

Son of D K Das

Barrackpore Court, P.O.- Barrackpore, P.S.- Barrackpore, District -North 24-Parganas, West Bengal, India, PIN - 700120 Sex, Male, By Caste, Hindu, Occupation, Advocate, Citizen of, India, , Identifier Of Vinod Kumar Kohli, AMIT KUMAR KOHLI, Harish Kumar Rohra, Ashok Kumar Rohra, Yogesh Rohra

Transfer of property for L1

	The state of the s				
:	SI.No	From	To. with area (Name-Area)		
	1	M/s Modern Hatcheries	TIRATH PROJECT-32.4523 Dec	· · · · · · · · · · · · · · · · · · ·	

ils as per Land Record

4-Parganas, P.S.- Barasat, Municipality: MADHYAMGRAM, Road: Jessore Rd. Road Zone Crossing -- Champadali More On Road), Mouza, Udayrajpur

27.	Plot & Khatian Number	Details Of Land
	LR Plot No - 2400(Corresponding RS Plot No 955) TR Khatian No - 798	Owner.মেমার্ম মন্তান ফালেরিস এয় Gurdian প্রে. Address বিশেদ কুমার কোথেলি সাং– উদ্য্রাজপুর, Classification ডাঙ্গা, Area.0.32000000 Acre Under Mutation

Endorsement For Deed Number: 1 - 150304315 / 2018

On 12-06-2018

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 5,50 70,566/-

Patran.

Utpal Kumar Basu
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARASAT
North 24-Parganas, West Bengal

On 22-06-2018

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

Presented for registration at 19.10 hrs. on 22-06-2018, at the Private residence, by Yogesh Rohra ...

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

Execution is admitted on 22-06-2018 by Vinod Kumar Kohii. PARTNER, M/s Modern Hatcheries (Partnership Firm) CD 274 SALT LAKE CITY, Block/Sector 1, P.O - BIDHANNAGAR P.S.- Bidhannagar, Districti-North 24-Parganas, West Bengal, India, PIN - 700064

Indetified by Dipankar Chandra Das — Son of D K Das, Barrackpore Court, P.O: Barrackpore, Thanal Barrackpore . North 24-Parganas, WEST BENGAL, India, PIN - 700120, by caste Hindu, by profession Advocate

Execution is admitted on 22-06-2018 by AMIT KUMAR KOHLI. partner M/s Modern Hatcheries (Partnership Firm), CD 274 SALT LAKE CITY. Block/Sector: 1, P.O.-BIDHANNAGAR. P.S.-Bidhannagar. District:-North 24-Parganas. West Bengal. India. PIN - 700064

Indet/fied by Dipankar Chandra Das, Son of D.K. Das, Barrackpore Court, P.O. Barrackpore, Thana Barrackpore North 24-Parganas, WEST BENGAL, India, PIN - 700120, by caste Hindu, by profession Advocate

Execution is admitted on 22-06-2018 by Harish Kumar Rohra. - partner, TIRATH PROJECT. Kora Chandigarh , Faidhana, P.O.: Madhyamgram. P.S.:-Barasat, District.-North 24-Parganas, West Bengal, India, PIN - 700129.

Indetified by Dipankar Chandra Das, . . Son of D.K. Das. Barrackpore Court, P.O. Barrackpore. Thana: Barrackpore North 24 Parganas. WEST BENGAL, India, PIN - 700120, by caste Hindu, by profession Advocate.

Execution is admitted on 22-06-2018 by Ashok Kumar Rohra, - partner, TIRATH PROJECT, Kora Chandigarh . Taidhana -P.O.- Madhyamgram, P.S.- Barasat, District -North 24-Parganas, West Bengal, India, PIN - 700129

Indeblied by Dipankar Chandra Das, . . Son of D K Das, Barrackpore Court. P O: Barrackpore. Thana: Barrackpore, . North 24-Parganas, WEST BENGAL, India, PIN - 700120, by caste Hindu, by profession Advocate

t xecution is admitted on 22-06-2018 by Yogesh Rohra - partner TIRATH PROJECT, Kora Chandigarh - Taldharia, P.O.- Madhyamgram, P.S.- Barasat, District: North 24-Parganas, West Bengal, India, PIN - 700129

whkar Chandra Das... Son of D.K.Das. Barrackpore Court. P.O. Barrackpore, Thana. Barrackpore... Mas. WEST BENGAL, India, PIN - 700120, by caste Hindu, by profession Advocate

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Sumit Kumar Sinha ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BARASAT

North 24-Parganas, West Bengal

On 25-06-2018

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 gu of Indian Stamp Act 1899.

Payment of Fees

Contribed that required Registration Fees payable for this document is Rs 50 021/- \pm B = Rs 50 000/- \pm E = Rs 21/- \pm and Registration Fees paid by Cash Rs 0/- by online = Rs 50.021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB. Online on 18/06/2018, 12:00AM with Govt. Ref. No. 192018190250078192 on 18-06-2018, Amount Rs. 50:0217-. Bank, Bank of Boroda (BARBOINDIAE), Ref. No. 90283540 on 18-05-2018, Head of Account 0030-03-104, 001-16.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs. 100/- by online # Rs. 74,921/-

Description of Stamp

1. Stamp Type Court Fees, Amount: Rs 10/-

2. Stamp: Type Impressed. Serial no 1093, Amount, Rs 100/- Date of Purchase, 12/06/2018, Vendor name, J.K. BOSE Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB. Online on 18/06/2018, 12:00AM with Govt. Ref. No. 192018190250078192 on 18-06-2018, Amount Rs. 74 921/- Bank: Bank of Boroda (BARB0INDIAE), Ref. No. 90283540 on 18-06-2018. Head of Account 0030-02-103-003-02

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Sumit Kumar Sinha
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARASAT
North 24-Parganas, West Bengal

Registration under section 60 and Rule 69.

In Book - I Imber 1503-2018, Page from 134080 to 134127 150304315 for the year 2018.



Digitally signed by SUMIT KUMAR SINHA
Date: 2018.06.28 15:09:37 +05:30
Reason Digital Signing of Deed.

(Sumit Kumar Sinha) 28/06/2018 15:09:05 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BARASAT West Bengal.

(This document is digitally signed.)