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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.

24/2/17  
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Additional District Sub-Registrar  
Rajshahi, New Town, North 24-Pgs

*[Handwritten signature]*

28 FEB 2017

THIS DEVELOPMENT AGREEMENT made on this the 22<sup>nd</sup> day of February, Two Thousand And Seventeen of the Christian Era;

BETWEEN



MS 8114



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21/2/17

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তার ৩০

ASTDURGA CONSTRUCTION PVT. LTD.  
Dwaraka Vidhani, AD-169, Salt Lake, Sec-1  
Kolkata-700 064

ক্রমিক নং .....  
স্থাপন ভেতর স্বাক্ষর.....  
শিখার নগর (সল্টলেক সিটি) এ. ডি. এর অধীন ৬  
মোট স্থাপন করা হবে.....  
কালান নং.....মোট কত টাকা ব্যয় হবে.....  
উভরী কারসমূহ ভেতর-মিতা দত্ত

*[Handwritten signature]*

30 JAN 2017

760000\*

*[Handwritten signature]*

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ASTDURGA CONSTRUCTION PVT. LTD.

*[Handwritten signature]*

Director



৫৫৫৮

Narayan Das Mondal.



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Additional District Sub-Registrar  
Esjheral, New Town, North 24-Pgs.

Pragati Mondal.

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(2)

(1) SRI NARAYAN DAS MONDAL (having PAN-AEZPM6377H) son of Late Jogesh Chandra Mondal, by faith: Hindu, by occupation : Retired Person, by nationality : Indian, (2) SMT. GAYATRI MONDAL (having PAN-ANSPM1262H) wife of Sri Narayan Das Mondal, by faith: Hindu, by occupation : Housewife, by nationality : Indian, (3) SRI MADHAB MONDAL (having PAN-AIQPM0726M) son of Late Hari Das Mondal Mondal, by faith: Hindu, by occupation : Business, by nationality : Indian, AND (4) SMT. GAYATRI MONDAL (having PAN-BGEPM7877E) wife of Late Hari Das Mondal, by faith: Hindu, by occupation : Housewife, by nationality : Indian, all residing at Village : Gouranganagar, Police Station : previously Rajarhat at present New Town, District : North 24 Parganas, Kolkata – 700159, in the state of West Bengal, hereinafter jointly referred to as the LAND OWNERS (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the FIRST PART.

AND

M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED (having PAN-AALCA5946M) a Company incorporated under Indian Companies Act, 1956 having its registered office at AD-169, Sector-1, Salt Lake City, Kolkata 700 064 being represented by one of its Director SRI SANJAY GUPTA (having PAN – ADRRG6327Q) son of Sri Gopal Prasad Gupta, by faith Hindu, by occupation Business, by nationality : Indian, residing at Dwaraka Vedmani, AD-169, Sector-1, Salt Lake City, Kolkata – 700064, hereinafter referred to as the DEVELOPERS/BUILDERS (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and or successors-in-office, administrators, and assigns) of the SECOND PART.

WHEREAS under a Bengali Deed of Exchange dated 27.09.1985 executed by and between Sri Narayan Das Mondal, the Land Owner No. 1, being First Party and Sri Bhabani Prasad Mukhopadhyay, being the Second Party and registered at the office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City in Book No. 1, Volume No. 133F, pages from 1 to 8, being No. 7044 for the year 1985, the Land Owner No. 1 was allotted under Exchange an area of land measuring 1 (one) Bigha 4 (four) Cottahs 14 (fourteen) Chittacks 27 (twenty seven) Square Feet under C. S. Dag No. 2513, corresponding to Hal-Bag-No. 2714, J. L. No. 23, Mouza : GHUNI, Police Station : previously Rajarhat at present New Town, District : North 24 Parganas, and out of the land under said Dag No. 2714 an area of land

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- 'Gangaji' Mondal,



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Madhals Mondal',

Arpan Chakraborty  
510, Tapam Chakraborty  
H.O. Road, L.N. Pally,  
PO+05- Nimta,  
KOL- 700049,  
Sermae.



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measuring 16 (sixteen) Cottahs has been deployed by the said Land Owner under the present Development project specifically described in the Schedule hereunder written, free from all encumbrances.

AND WHEREAS under another Bengali Deed of Exchange dated 21.03.1986 executed by and between said Sri Narayan Das Mondal, the Land Owner No. 1, being First Party and Smt. Manokhusi Mondal and two others, being the Second Party and registered at the office of the Additional District Sub-Registrar, Bidhannagar, Salt Lake City in Book No. 1, Volume No. 42, pages from 367 to 378, being No. 2245 for the year 1986, the Land Owner No. 1 was allotted under Exchange amongst other an area of land measuring 1 (one) Bigha 8 (eight) Cottahs 9 (nine) Chittacks under C. S. Dag No. 2512, corresponding to Hal Dag No. 2712, J. L. No. 23, Mouza : GHUNI, Police Station : previously Rajarhat at present New Town, District : North 24 Parganas, and out of the land under said Dag No. 2712 an area of land measuring 16 (sixteen) Cottahs 8 (eight) Chittacks has been deployed by the said Land Owner under the present Development project specifically described in the Schedule hereunder written, free from all encumbrances.

AND WHEREAS under a Bengali Deed of Gift dated 15.12.1982 executed by Sri Tapan Kumar Mondal son of Late Jitendra Nath Mondal transferred an area of land measuring 47 (forty seven) decimals under C. S. Dag No. 2512, corresponding to Hal Dag No. 2712, Hal Khatian No. 380 J.L. No. 23, Mouza : GHUNI, Police Station : previously Rajarhat at present New Town, District : North 24 Parganas, unto and in favour of **Smt. Subhasini Mondal** wife of Late Jogesh Chandra Mondal for the consideration therein contained and the said Deed of Gift was registered at the office of the Sub-Registrar, Cossipore Dum Dum in Book No. 1, Volume No. 426, pages from 45 to 53, being No. 11704 for the year 1982 and while the said Donee Subhasini Mondal had been in physical possession and enjoyment therein died intestate sometimes in 1995 leaving behind her two sons namely, Narayan Das Mondal and Hari Das Mondal, who jointly inherited the entire estates and properties left by their mother Subhasini Mondal and under mutual arrangement said Narayan Das Mondal, the Land Owner No. 1 herein got and acquired 23 (twenty three) decimals of land under said Dag No. 2712 by way of his inheritance on demise of his mother and out of said 23 decimals of land the Land Owner No. 1 deployed 5 Cottahs 8 Chittacks of land under the Development project. To make it very clear that the Land Owner No. 1, Narayan Das Mondal having deployed his 16 Cottahs + 16 Cottahs 8 Chittacks + 5 Cottahs 8 Chittacks aggregating an area of land

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measuring **38 (thirty eight) Cottahs** under the development project and more fully described in **Part - I** in the FIRST SCHEDULE hereunder written, free from all encumbrances.

AND WHEREAS Hari Das Mondal, as cited hereinabove one of the sons of Subhasini Mondal, by way of his inheritance had acquired 24 decimals of land out of 47 decimals on demise of his mother Subhasini Mondal under the aforesaid Bengali Deed of Gift dated 15.12.1982 executed by Sri Tapan Kumar Mondal son of Late Jitendra Nath Mondal in favour of **Smt. Subhasini Mondal** wife of Late Jagesh Chandra Mondal and while in peaceful physical possession and enjoyment in his aforesaid 24 decimals of land, died intestate leaving his only son the Land Owner No. 3, Madhab Mondal and widow the Land Owner No. 4, Smt. Gayatri Mondal who jointly inherited amongst other said 24 decimals of land out of which 6 Cottahs of land has been deployed under the development project, free from all encumbrances.

AND WHEREAS said Hari Das Mondal during his lifetime under a Bengal Kobala dated 30.12.1970 executed by Satindra Nath Mondal and registered at the office of the Sub-Registrar, Cossipore Dum Dum in Book No. 1, Volume No. 125, pages from 21 to 24, being No. 7865 for the year 1970 purchased amongst other 26.5 decimals of land under Sabek Dag No. 2510 corresponding to Hal Dag No. 2710, J. L. No. 23, Mouza : GHUNI, Police Station : previously Rajarhat at present New Town, District : North 24 Parganas and on demise of said Hari Das Mondal his only son and widow, the Land Owner Nos. 3 and 4 respectively have jointly acquired the said plot of land by way of their inheritance, free from all encumbrances.

AND WHEREAS said Hari Das Mondal during his lifetime under another Bengali Kobala dated 24.05.2003 executed by Krishna Pada Mondal and registered at the office of the District Sub-Registrar - II, North 24 Parganas at Barasat in Book No. 1, Volume No. 117, pages from 307 to 318, being No. 4280 for the year 2003 purchased amongst other 1 acre of land under C. S. Dag No. 2510 corresponding to Hal Dag No. 2710, J. L. No. 23, Mouza : GHUNI, Police Station : previously Rajarhat at present New Town, District : North 24 Parganas and on demise of said Hari Das Mondal his only son and widow, the Land Owner Nos. 3 and 4 respectively having been jointly inherited and acquired, the total area of land purchased by said Hari Das Mondal under Sale Deed Nos. 7865 and 4280 as aforesaid have deployed and an area of land measuring **15 (fifteen) Cottahs** under Hal Dag

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No. 2710 in the development project said plot as such the Land Owner Nos. 3 and 4 jointly deployed total area of land measuring **21 (twenty one) Cottahs** under the development project and more fully described in **Part – 1** in the FIRST SCHEDULE hereunder written, free from all encumbrances.

AND WHEREAS in the manner aforesaid the Land Owner Nos. 1, 3 and 4 have jointly deployed their 59 Cottahs of land appertaining to part of R.S & L.R. Dag Nos. 2714, 2712 and 2710, J. L. No. 23, Mouza : GHUNI, Police Station : previously Rajarhat at present New Town, District : North 24 Parganas morefully described in **Part – 1** under the FIRST SCHEDULE hereunder written, free from all encumbrances.

AND WHEREAS the Land Owner Nos. 1 & 2 have jointly acquired their right, title and interest in respect of 30 decimals of land under Dag No. 2711, J. L. No. 23, Mouza : GHUNI, Police Station : previously Rajarhat at present New Town, District : North 24 Parganas under a Pattah dated 16<sup>th</sup> April, 1998 vide R.S. Case No. 9(XII) of 1998-99, Sl. No. 35, executed by the B.L. & L.R.O., Rajarhat, North 24 Parganas for and on behalf of the Governor of the State of West Bengal and out of the said plot of land the said Vendors have jointly agreed to deploy **8 Cottahs** of land out of their Pottai land measuring 30 decimals which has been recorded in the L.R. Khatian No. 2494 in the development project under this Development Agreement, free from all encumbrances.

AND WHEREAS in the manner aforesaid the Land Owner Nos. 3 & 4 have jointly acquired their right, title and interest in respect of 29 decimals of land under Dag No. 2711, J. L. No. 23, Mouza : GHUNI, Police Station : previously Rajarhat at present New Town, District : North 24 Parganas under a Pattah dated 16<sup>th</sup> April, 1998 vide R.S. Case No. 9(XII) of 1998-99, Sl. No. 37, executed by the B.L. & L.R.O., Rajarhat, North 24 Parganas for and on behalf of the Governor of the State of West Bengal and out of the said plot of land the said Vendors have jointly agreed to deploy **12 Cottahs** of land out of their Pottai land measuring 29 decimals which has been recorded in the L.R. Khatian No. 2492 in the development project under this Development Agreement, free from all encumbrances.

AND WHEREAS in the manner aforesaid the Land Owner Nos. 1, 2, 3 and 4 have jointly deployed their **20 Cottahs** of land appertaining to part of R.S & L.R. Dag No. 2711, L. R. Khatian Nos. 2492, 2493 & 2494, J. L. No. 23, Mouza : GHUNI, Police Station : previously Rajarhat at present New

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District : North 24 Parganas morefully described in **Part - II** under the FIRST SCHEDULE hereunder written, free from all encumbrances.

AND WHEREAS in the manner aforesaid the Land Owner Nos. 1, 2, 3 and 4 have jointly deployed aggregating an area **79 Cottahs** of land in Mouza : GHUNI, Police Station : previously Rajarhat at present New Town, District : North 24 Parganas morefully described in **Part - I & Part - II** under the FIRST SCHEDULE hereunder written, free from all encumbrances.

AND WHEREAS the manner and ways the Land Owner Nos. 1, 2, 3 and 4 have acquired their right, title and interest in the land measuring **79 Cottahs** in Mouza : GHUNI, Police Station : previously Rajarhat at present New Town, District : North 24 Parganas and under several title documents whose particulars is furnished hereunder :-

**DESCRIPTION OF TITLE DOCUMENTS**  
**(PART - I)**

Sl. Nos	Name of Owners	of	Name of the Parties	Deed Nos.	Mouza	Dag No.	Area of land (K-Ch-Sq.Ft.)
1	Narayan Das Mondal		Narayan Das Mondal -Vs- Bhabani Prasad Mukherjee	7044 for the year 1985 (Exchange)	Ghuni	L.R. 2714	16-0-0
2	Narayan Das Mondal		Narayan Das Mondal -Vs- Smt. Mandkushi Mondal & others	2245 for the year 1986 (Exchange)	Ghuni Kh. No. 1031	L.R. 2712	16-8-0
3	Narayan Das Mondal		Suvasini Mondal -Vs- Tapan Kumar Mondal	11704 for the year 1982 (Gift)	Ghuni Kh. No. 1031	L.R. 2712	5-8-0
4	Madhab Mondal and Gayatri Mondal		Suvasini Mondal -Vs- Tapan Kumar Mondal	11704 for the year 1982 (Gift)	Ghuni	L.R. 2712	6-0-0
5	Madhab Mondal and Gayatri Mondal		Han Das Mondal -Vs- Saindra Nath Mondal	755 for the year 1970 (Sale)	Ghuni	L.R. 2710	
6	Madhab Mondal and Gayatri Mondal		Han Das Mondal -Vs- Krishna Pada Mondal	4280 for the year 2003 (Sale)	Ghuni	L.R. 2710	15-0-0
					<b>Total</b>		<b>59-0-0</b>

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**DESCRIPTION OF TITLE DOCUMENTS**  
**(PART - II)**

Sl. Nos.	Name of Owners	Name of Parties	of the	Deed Nos.	Mouza	Dag No.	Area of land (K-Ch-Sq.Ft.)
1	Narayan Chandra Mondal and Smt. Gayatri Mondal	Narayan Chandra Mondal and another -Vs- Governor of W. B.		Sl. No. 35 dated 16.04.1998 (Pottah)	Ghuni	L.R. 2711	8-0-0
2	Madhab Mondal and Gayatri Mondal	Madhab Mondal and another Governor of W. B.		Sl. No. 37 dated 16.04.1998 (Pottah)	Ghuni	L.R. 2711	12-0-0
						<b>Total</b>	<b>20-0-0</b>

**PARTICULARS OF RECORDS OF RIGHTS, RENT AND TAX RECEIPTS**

Sl. Nos.	Name of Raijot	R. S. & L. R. Khatian No.	J. L. No. & Mouza	Dag No.	Area of land
1.	Narayan Das Mondal & Gayatri Mondal	L. R. 1031 & 2494	23 & Ghuni	2712 & 2714	46 Cottahs
2.	Madhab Mondal & Gayatri Mondal	L. R. 2095, 2439 & 2492	23 & Ghuni	2712 & 2710	33 Cottahs

**Panchayet Holdings**

The land under the project situated within the local limit of Jyangra – Hatara No. 2 Gram Panchayet, Police Station : Rajarhat, District : North 24 Parganas.

**AND ALSO WHEREAS** the Land Owners being so owned and possessed of the plot of land measuring 79 Cottahs in Bengali measurement in the manner cited hereinabove, with common intent, purport and object have jointly decided to develop the said total area of land measuring 79 Cottahs by way of amalgamation of their independent areas of land into a single unit under mutual agreement and had been looking for efficient

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Developers/Builders/Promoter having long credentials in the matter of execution of the proposed mighty construction work of a Housing Complex both for residential and commercial purposes and having sound financial ability to execute such nature of development work and the Party of the Second Part herein being so informed approached the Land Owners/Party of the First Part and after bi-lateral talk it has been decided that the Developers/Builders shall execute the entire development work under the terms herein contained at its own costs and expenses strictly in compliance with the conditions hereunder contained.

#### **ARTICLE-1# DEFINITIONS:**

1. **DEFINITIONS** : Unless in this agreement there be something contrary or repugnant to the subject or context :-

i) **"New Buildings"** shall mean under two or more Blocks namely **BLOCK-A, BLOCK-B, BLOCK-C** and so on" subject to the nature of sanction to be obtained from the sanctioning authority i.e. to say from the local Jyanga - Haliara No. 2 Gram Panchayet Authority or any other Authority so legally empowered under the statutory provisions comprising of several building or buildings and other structures to be constructed by the Developers/Builders/Party of the Second Part from time to time at the Project Site in the land described in the **Part - I** and **Part - II** under **FIRST SCHEDULE** hereunder.

ii) **"Building Plans"** shall mean the one or more Building Permits and Plans from time to time issued and sanctioned by the concerned authorities for construction of New Building or Buildings at Project Site or any parts or portions thereof and shall include all modifications and/or alterations,thereto made in terms hereof as also all extensions and/or renewals thereof.

iii) **"Common Portions"** shall mean such parts, portions and areas in the Project Site which the Second Party/Developers/Builders identifies or **earmarks** for the time being to be for common use by all or any one or more of the Transferees or any other person in common with the parties hereto and include any variations or relocations thereof as may be made, ~~by the Second Party, Developers/Builders~~ therein or thereto from time to time.

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iv) **"Complex"** shall mean the Project Site and the multipurpose development thereof to be caused by the Second Party/Developers/ Builders and include buildings, houses, constructed and open spaces etc., as may be planned by the Second Party/Developers/Builders, thereat. And project site shall mean and include, the land described in the **Part – I** and **Part – II** under FIRST SCHEDULE in and over the proposed multi-storied building or buildings to be constructed by the SECOND PARTY/DEVELOPERS/BUILDERS.

v) **"First Party's Allocation"** shall mean and include 48% (forty eight percent) of the total constructed/Built up areas (**both residential and commercial**) proportionate to their respective sharing ratio i.e to say owner no. 1 & 2 shall get 27.95% (twenty seven point ninety five percent) and owners no. 3 & 4 shall get 20.05% (twenty point zero five percent) share out of the total Owners' Allocation as indicated and recited in **Part – I & Part – II**, under "First Schedule" and particularly described under heading "Description of Title Documents" both commercial and residential in average floors in all the Blocks along with refundable sum of Rs. 50,00,000.00 (Rupees fifty lakhs) only more particularly described in the SECOND SCHEDULE hereto together with proportionate, undivided and impartible share in the land underneath and shall include the right of the First Party in common with the Second Party/Developers/Builders and all persons permitted by the Second Party to use such parts of the Common Portions as may be identified by the Second Party/Developers/Builders, therefor. To make it clear "Blockwise" Building Plan/Complex Plan will be prepared by the Developers/Builders/Party of the Second Part and soon after obtaining sanction from the concerned competent authority, Owners' allocated areas (flats & non-residential spaces in all the Blocks both in and over the land under Part – I and Part – II under FIRST SCHEDULE) shall be "Ear-Marked" by way of putting joint initials of the parties and ear-marked copies shall be made in "DUPLICATE" and each of the parties hereto shall get one copy thereof for avoiding future conflicts.

vi) **"Land Owners"** shall mean the owners, **Sri Narayan Das Mondal, Smt. Gayatri Mondal, Sri Madhab Mondal and Smt. Gayatri Mondal** for the time being in respect of the plot of land constituting the "Project Site" described in the **Part – I** and **Part – II** under FIRST SCHEDULE sharing their sharing ratio therein i.e to say

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owner no. 1 & 2 shall get 27.95% (twenty seven point ninety five percent) and owners no. 3 & 4 shall get 20.05% (twenty point zero five percent) share out of the total owners' allocation and for brevity is also called as the "Subject Property" and shall also include their heirs, executors, administrators, legal representatives, successors, successors-in-office, constituents and/or assigns.

vii) **"Project Site"** shall mean the pieces or parcels of land hereditaments and premises described in the **Part – I** and **Part – II** under **FIRST SCHEDULE** hereto subject to variations thereof as may be made by the Second Party/Developers/Builders in its sole discretion and include the Subject Property;

viii) **"Project"** shall include the acquisition and development of the Project Site into a Complex and Transfer of the Transferable Areas therein.

ix) **"Second Party's Allocation"** shall mean and include 52% (fifty two percent) of the total constructed areas both commercial and residential in average floors in all the blocks, described in the **Part – I** and **Part – II** under **FIRST SCHEDULE** under heading "Allocation of the Owners" in/or out of the Subject Property together with all easements and appurtenances thereof including right of common users and that the allocated areas of the Second Party/Developers/ Builders more fully described in the **THIRD SCHEDULE** hereunder written.

x) **"Subject Property"** shall mean the pieces or parcels of land fully described in the **Part – I** and **Part – II** under **FIRST SCHEDULE** hereunder written and also include all easements, appendages and appurtenances thereof or relating thereto.

xi) **"Transfer"** with its grammatical variation shall include transfer by sale, lease or any other means adopted by the allottee of such Individual Allocation.

xii) **"Transferable Areas"** shall include Units, covered and open parking spaces, open and covered spaces and commercial spaces at the Project Site, land and all other areas, portions or shares comprised in or portion of the Project Site capable of being



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transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise.

xiii) **"Phases"** with their grammatical variations shall mean the different "Phases" or "Blocks" presently : Block – "A", Block – "B", Block – "C" and so on in which the Development of the Project Site shall be carried out in terms hereof, providing provisions for extension of Project Site by way of inclusion of adjacent land of the present Owners, or others for the convenient of expanding the volume or area of the complex, however without affecting the terms herein contained.

xiv) **"Transferees"** shall mean and include all persons to whom any Transferable Areas are transferred or agreed to be so done.

xv) **"Units"** shall mean and include-

- a) **"Residential Units"** meaning the flats for residential use in any building and in any Phase or Block at the Project Site in the **Part – I** and **Part – II** under FIRST SCHEDULE property;
- b) **"Non-Residential Units"** meaning office spaces, shops, constructed/covered spaces demarcated parking spaces or the like for use as commercial, assembly, educational, mercantile or any other use other than residential;

1.2. Interpretation:

- i) **Party:** In this Agreement, any reference to a party is to a party to this Agreement.
- ii) **Article, Clause, Schedule or Annexure:** In this Development or Collaboration Agreement, any reference to an Article or Clause or Schedule (other than to a schedule to a statutory provision) or Annexure is a reference to an Article, Clause, or Schedule or Annexure (as the case may be) of this Development Agreement and the Schedules and Annexures form part of and are deemed to be incorporated in this Development Agreement. Reference to any Article shall include the Clauses and Sub-clauses thereof and reference to any Clause or Schedule or Annexure shall include the parts, Clauses and sub-Clauses, as the case may be, thereof.



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- iii) **Include:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms **not affect the terms and conditions of Development Agreement.**
- iv) **Headings:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any Clause and shall consequently not affect the construction of this Development Agreement.

**ARTICLE II # REPRESENTATIONS, BACKGROUND & RECITALS**

**BACKGROUND/REPRESENTATION:**

**2.1. BACKGROUND:**

- 2.1.1. The Project Site has for the time being been identified by the Second Party/Developers/Builders for development of a Complex thereat.
- 2.1.2 The Second Party/Developers/Builders under this Development or Joint Venture or otherwise Collaboration Agreement has negotiated with the Land Owners/Party of the First Part for development of the land of the **Part – I** and **Part – II** under **FIRST SCHEDULE** absolutely owned by them with provision for acquisition or inclusion of adjacent and/or contiguous land of such adjacent Land Owners to make a greater complex under project of development, **with consent and no objection and without affecting and/or injuring the rights and interest of the present Land Owners.**
- 2.1.3. The Second Party has conceptualized the development of several buildings or sets of buildings at the Project Site.
- 2.1.4. The First Party/Land Owners being desirous of owning residential flats, parking spaces, commercial spaces and other constructed areas in any one or more of the New Buildings or Blocks upon its construction and refundable cash altogether considering the consideration of the **Part – I** and **Part – II** under **FIRST SCHEDULE** property, has approached the

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Second Party/Developers/ Builders with an offer to contribute the FIRST SCHEDULE property owned by them to form the Project Site to be developed or caused to be developed by the Second Party and has agreed to accept the First Party's Allocation to be provided by the Second Party to the First Party upon construction and completion of the Buildings and Floors in average and shall be "Ear-Marked within one month from obtaining the sanctioned building plans" and as specified in the SECOND SCHEDULE hereunder.

2.2. REPRESENTATIONS OF FIRST PARTY: The First Party have represented and assured the Second Party, inter alia, as follows:-

- i) That the First Party/Land Owners are presently the owners of land in **Part – I** and **Part – II** under FIRST SCHEDULE free from all Encumbrances and Liabilities whatsoever and are in-khas vacant and peaceful possession thereof. The facts about the First Party/Land Owners deriving title to the Subject Property is represented and warranted by the First Party/Land Owners in the manner recited hereinabove, and the same are all true and correct, more specifically and in short the mode of acquisition of right, title and interest so far acquired by the Land Owners/First Party in the **Part – I** and **Part – II** under FIRST SCHEDULE Property i.e. the Subject Property has been recited, shown and described in the "Table" hereinabove under heading "Description of Title Documents".
- ii) That the Project Site is having or shall within the period agreed and stipulated hereunder have, all the attributes thereto as mentioned in Article IV hereto.
- iii) That the First Party/Land Owners has not prior to the execution of this Development Agreement, entered upon any agreement or contract with any other person or persons in connection with the sale of the Subject Property or any part thereof or its development/dealing with/transfer/lease in any way or in any manner whatsoever.
- iv) That the First Party/Land Owners have absolute, unfettered and unqualified right to enter into this Development Agreement with the Second Party/Developers/Builders;

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v) That the First Party/Land Owners have not stood as Guarantor(s) or Surety for any obligation, liability, bond or transaction whatsoever.

vi) That the First Party/Land Owners have well and truly and fully understood the scheme of development of the Project Site and the nature and basis of allotment of the First Party's/Land Owners' Allocation to the First Party/Land Owners in terms hereof. The First Party/Land Owners acknowledges and confirms that they are fully aware that the Subject Property or any part thereof may have any building constructed upon it and the development and future use of the Subject Property or any part thereof shall completely depend on the planning and scheme that may be finalized by the Second Party/Developers/ Builders for overall development of the Project Site i.e. the **Part - I and Part - II** under FIRST SCHEDULE property, and accepts the same and have no objection to the same.

vii) There is no difficulty in compliance of the obligations of the First Party/Land Owners hereunder.

viii) It is required to be mentioned that out of the subject property 20 (Twenty) Cottahs of land in **Part - II** under FIRST SCHEDULE owned and possessed by all the Land Owners under and by virtue of 2 (two) independent Pottah Deeds as recited herein-above and it has been mutually agreed under mutual discussion and undertaken by the Land Owners that they shall procure or obtained necessary sanction or approval for developing the said 20 (twenty) Cottahs of land under **Part - II** by way of raising multi-storeyed (G+4) or more buildings thereon, from the State Authority and/or any competent authority empowered to accord such sanction or approval for changing the mode of users of the land by the Pottah holders, the Land Owners herein. And, it has been further mutually agreed that the time for completing the project as agreed under this Development Agreement shall be deemed exclusive of the time to be required for obtaining such sanction or approval from the concerned authority and it is further agreed that within a period of 9 (nine) months from the date of obtaining such



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sanction from the State Authority the Part of the Second Part shall arrange for having the structural building plan or project plan sanctioned or approved by the concerned authority or authorities so that the construction work may be started without any lapse of time.

- 2.3. Relying on the aforesaid representations and assurances made and/or contained on the part of the First Party/Land Owners and believing the same to be true and correct and acting on good faith thereof, the Second Party/Developers/Builders has agreed to develop the Project Site i.e. the FIRST SCHEDULE property for and subject to the terms and conditions hereinafter contained:

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-**  
**ARTICLE-III # BROAD AND BASIC TERMS AND CONDITIONS:**

**3. CONSIDERATION AND ENTITLEMENTS OF THE PARTIES BROADLY:**

- 3.1. The First Party/Land Owners hereby agrees to contribute and transfer the entirety of the Subject Property i.e. the **Part – I** and **Part – II** under FIRST SCHEDULE property and grants to the Second Party/Developers/ Builders exclusive, rights and authority to develop the same in such manner as the Second Party/Developers/ Builders may, in its absolute discretion, deem fit and proper and the First Party/Land Owners hereby further agrees that with effect from the date of execution hereof, the Second Party/Developers/Builders shall have the sole, exclusive and rights, authorities and entitlements of the Second Party as morefully contained hereunder including to develop the Subject Property and to own, enjoy and/or Transfer the Second Party's Allocation.

- 3.2. In consideration of the above and in consideration of the obligations, covenants, terms and conditions contained herein and on the part of the First Party/Land Owners to be observed, fulfilled and complied with and in exchange for the entirety of the Subject Property, the Second Party/Developers/Builders, has agreed to cause to be constructed and delivered to the First Party's/Land Owners' Allocation

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on the terms and conditions hereinafter contained and as mentioned in the SECOND SCHEDULE hereunder.

- 3.3. It is agreed by and between the parties hereto that with effect from the date hereof the Second Party/Developers/Builders shall have complete domain and control over the Subject Property i.e. the **Part - I** and **Part - II** under FIRST SCHEDULE property with full, free and unfettered rights and liberty to develop the same by way of construction of sets of multi storeyed buildings thereon in terms of sanction to be obtained by the Jyangra - Hatara No. 2 Gram Panchayet Authority and all as the Second Party/Developers/Builders may deem fit and proper and to deal with the same fully and in all manner.

- 3.4. The First Party/s/Land Owners' Allocation shall be constructed or caused to be constructed by the Second Party/Developers/Builders and the First Party/Land Owners shall own and be absolutely entitled to the same and shall also have the right to deal with and transfer the same on and subject to the terms and conditions hereinafter contained. Save and except the First Party's Allocation, the First Party/Land Owners shall have no right, title and interest in the other parts of the Building or Buildings in the Project Site or the Complex. The Second Party/Developers/Builders shall construct the multi storeyed buildings in the **Part - I** and **Part - II** under FIRST SCHEDULE property at its own costs and expenses and the Owners i.e. the Party of the First Part shall not spend even a single coin towards the construction work and the Second Party/Developers/Builders shall own and be absolutely entitled to the same and shall be entitled to hold or deal with, Transfer or commercially exploit the same or any part or share thereof fully and in all manner.

- 3.5. The allocation and delivery of the First Party's/Land Owners' Allocation is subject to successful acquisition and inclusion of the Project Site by the Second Party/Developers/Builders or such part thereof as the Second Party/Developers/Builders may deem to be sufficient for the Project, however in strict compliance with the terms herein contained.



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**ARTICLE-IV OBLIGATIONS OF FIRST PARTY:**  
**PART-I SUBJECT PROPERTY ATTRIBUTES:**

4. **ATTRIBUTES:** In connection with the Subject Property i.e. **Part – I and Part – II** under **FIRST SCHEDULE** property, the First Party/Land Owners shall be bound to comply with and meet the following criterions and requirements.

4.1. **MARKETABLE TITLE:** The Subject, i.e. **Part – I and Part – II** under **FIRST SCHEDULE** property and each part thereof is and shall be absolutely freehold property with good and marketable title. The First Party/Land Owners shall submit all relevant documents, papers and title deeds (**Xerox authenticated copy**) and answer or cause to be answered and compiled with all requisitions-or-title as may be made by the Second Party/Developers/ Builders.

4.1.1. The Second Party / Developers / Builders shall be at liberty to publish notices and advertisements in newspapers about the development of the Subject Property i.e. the **Part – I and Part – II** under **FIRST SCHEDULE** property or any part thereof and any objection or claim of any person due to any reason whatsoever shall be dealt with and settled and cleared by the parties hereto jointly, saving any dispute other than right, title and interest of the Land Owners in the **Part – I and Part – II** under **FIRST SCHEDULE** property.

4.1.2. **FREE OF ENCUMBRANCES:** The Subject Property and each part thereof is and shall be free of and from all kinds of Encumbrances including, but not limited to mortgages, charges, liens, hypothecations, lispendens, attachments, leases, tenancies, occupancy rights, bargadar (if applicable), licenses, uses, debutors, trusts, wakt, acquisition, requisition, vesting, claims, demands and liabilities whatsoever or howsoever. The Subject Property and each and every part thereof shall also be free from any vesting under the Estates Acquisition Act, the Land Reforms Act and/or the Urban Land (Ceiling & Regulation) Act or any other law and there shall be no restriction or prohibition under the said or any other laws for its Development and Transfer in any manner. Furthermore, no part of the land shall be owned by or belonging to Schedule Tribe and there shall be proper no lien custody of all original title deeds and government and municipal records in respect of the Subject Property i.e. the **Part**

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– I and Part – II under FIRST SCHEDULE property and every part thereof PROVIDED ALWAYS subject to the undertaking under **Sub Clause (ix)** in Article 2.2 under heading Representations of First Party.

4.1.3. **PHYSICAL POSSESSION:** The possession of the Subject Property i.e. the Part – I and Part – II under FIRST SCHEDULE property shall be delivered to the Second Party i.e. the Developers/Builders in complete vacant peaceful condition, butted bounded and well demarcated simultaneously with the execution hereof or soon thereafter;

4.1.4. **TITLE DEEDS:** The First Party i.e. the Land Owners shall deliver all original deeds, records of rights and all other relevant documents unto the Party of the Second Part or to the Association after completion of the project but certified copy of title deed(s), link deeds and other papers and documents of title relating to the Subject Property shall be handed over to the Second Party/Developers/Builders as and when require under accountable receipts. To make it clear the originals should be handed over or to be inspected for official purpose as and when required.

4.1.5. **USE OF TITLE DEEDS:** The Second Party/Developers/ Builders shall be entitled from time to time and at all times to produce, submit, deliver, give copies and extracts of and from the said original documents or certified copy of any such document before government and semi government bodies and authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi judicial forums, service providers and other persons and authorities as may be required. The Second Party/Developers/Builders shall also be entitled to produce and give originals of the said documents or copies and extracts of and from the said original documents before banks or other financial institutions who would be providing finance/loans/advances to the Second Party/Developers/Builders or its intending purchaser or purchasers and also provide copies to any financier giving loans or advances to any Transferee not affecting the right of interest of First Party (Land Owners) and Development Agreement.

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**PART-II — PRE-DEVELOPMENT COMMENCEMENT  
OBLIGATIONS**

- 4.2. **PRE-DEVELOPMENT COMMENCEMENT ATTRIBUTES:** the First Party i.e. the Land Owners shall do and comply with the following:
- 4.2.1. **MUTATION:** The name of the Land Owners, have duly been recorded in the last finally published L. R. Records of Right.;
- 4.2.2. **CONVERSION:** The First Party, Land Owners state that the land in Part – I under FIRST SCHEDULE Property comprising of 59 (fifty nine) Cottahs of AGRICULTURAL is required to be converted into Bastu land and the Developers/Builders shall at its own costs and expenses arrange for converting the nature of land from the competent authority and the Land Owners shall sign and execute all papers and documents in connection therewith and such time to be required for obtaining conversion shall be treated beyond the time fixed for performance of the contract;
- 4.2.3. **CORRECTION OF RECORDS AND RECTIFICATION OF DEFECT/ DEFICIENCY:** In case the records of the concerned B.L. & L.R.O, Jyangra – Hatara No. 2 Gram Panchayat or any other concerned authority require any correction or rectification or change, the First Party/Land Owners, shall cause the same, defect or deficiency in any records in respect of the Subject Property or any part thereof or in the title of the Subject Property or any part thereof whether detected before or after transfer or delivery of the same to the Second Party/Developers/Builders, shall be removed, rectified and remedied by the First Party/Land Owners immediately, at their own costs and expenses and in all other matters including the Development of the First Schedule property and transfer of all constructed areas in respect of the Developers/Builders, allocation and all other matters incidental thereto shall be resolved by the Second Party/Developers/ Builders at its costs and expenses with active assistance of the Land Owners;
- 4.2.4. **CLEARANCES:** The First Party, Land Owners shall apply for and obtain any approval, permission, No-Objection Certificates and/or clearances that may be required for making the Subject Property i.e. the First Schedule property or any part thereof fit for Development as

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envisaged herein and also those that may be required in respect of the ownership and title to the Subject Property i.e. the **Part - I** and **Part - II** under FIRST SCHEDULE property.

**PART-III — COSTS & EXPENSES IN RESPECT OF THE FIRST PARTY'S OBLIGATIONS**

- 4.3. **COSTS AND EXPENSES FOR OBLIGATIONS OF FIRST PARTY:** It has been mutually agreed between the First Party/Land Owners and the Developers/Builders that the costs and expenses for payment of Panchayet tax and land revenue in respect of the Subject Property i.e. the First Schedule property will be borne solely by the First Party/Land Owners till the day of execution of these presents, but rent and taxes thereafter shall be paid and borne by the Second Party/Developers/ Builders.

**ARTICLE V # RIGHTS AND OBLIGATIONS OF THE SECOND PARTY:**  
**PART I # OVERALL PLANNING:**

5. **PLANNING:**
- 5.1. The Second Party/Developers/Builders shall develop the Complex at the Project Site i.e. the "First Schedule Property" by constructing one or more multi storeyed buildings and other constructed and/or open areas thereat in Blocks - "A", "B", "C" and so on. The Second Party/Developers/Builders agrees that the entire planning and layout for the development of the Project Site, including, inter alia, on the aspects of the Development shall be done by the Second Party/ Developers/Builders including as regards the manner or type of construction to be undertaken at the Project Site i.e. in the First Schedule property, the total constructible area etc. All decisions of the Second Party/Developers/Builders and its experts, engineers, planners, architects etc. in the above regard as also on the following aspects shall be final and binding upon the First Party/Land Owners:
- i) The planning of the building complexes and the decision on one or more multi storeyed Buildings;
  - ii) The number and area of Residential Units and Non Residential Units in one or more multi storeyed Buildings and other portions of the Project Site i.e. at the First Schedule property;

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- iii) The identification and demarcation of portions of the Project Site and/or the multi storeyed Buildings thereon for the different uses;
- iv) The Parking Areas, bays and facilities for Transferees, visitors and outsiders.
- v) The specifications for construction, fittings, fixtures and all equipments and installations at the Project Site i.e. in the First Schedule property;
- vi) The planning, commencement and/or continuance or non continuance of construction and development of the Project Site in such phases as the Second Party/Developers/ Builders may deem fit and proper.

5.2. **SURVEY & SOIL TESTING:** The Second Party/Developers/Builders shall at its own costs and expenses carry out necessary survey and soil testing and other preparatory works in respect of the Subject Property i.e. in the **Part – I** and **Part – II** under **FIRST SCHEDULE** property if and to the extent required.

**PART II # BUILDING PLANS AND APPROVALS FOR DEVELOPMENT:**

5.3. **BUILDING PLANS PREPARATION AND SANCTION:** The Second Party/Developers/Builders shall at its own costs and expenses from time to time cause to be prepared and sanctioned the plans for the constructions at the Project Site i.e. at the First Schedule property. The Second Party may prepare single or multiple building plans in respect of the Development of the Project Site or any part/phase or block thereof and to apply for and obtain sanction on phase wise or block wise manner from time to time.

5.4. **MODIFICATIONS & ALTERATIONS:** The Second Party/Developers Builders shall be entitled from time to time to cause modifications and alterations to the building plans or revised building plans with prior discussion with the Land Owners, in such manner and to such extent as the Second Party/Developers/ Builders may, deem fit and proper.

5.5. **SIGNATURE AND SUBMISSION:** The First Party/Land Owners shall sign, execute, submit and deliver all applications, undertaking, declaration, affidavit, plans, letters and other documents and to do all acts deeds and things as may be required by the Second Party/

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Developers/Builders in connection with the obtaining of sanctions and approvals required to be obtained by the Second Party/Developers/ Builders for commencing or carrying out any construction or development work relevant to the Project Property i.e. at the **Part – I** and **Part – II** under FIRST SCHEDULE property either independently or jointly.

- 5.6. **APPROVALS FOR DEVELOPMENT**: The Second Party/ Developers/ Builders shall obtain in the name of the First Party/Land Owners, all permissions, clearances, no objection certificates and other approvals required for carrying out any development at the Subject Property or any part thereof, including those required from Pollution Control Authority, Fire Service Authorities, Police Authorities, Panchayet Authority any other Statutory Authorities, at its own costs and expenses.

**PART III # DEMOLITION AND CONSTRUCTION:**

- 5.7. **BOUNDARY WALLS**: The Second Party/Developers/Builders at its own costs and expenses shall be entitled to construct boundary walls to secure the Subject Property i.e. the **Part – I** and **Part – II** under FIRST SCHEDULE property or any part thereof as and when deemed fit and proper.

- 5.8. **CONSTRUCTION**: The Second Party shall construct and build the multi-storied Buildings and erect and install the Common Portions relevant to the use of the Owners/Occupiers in the project Complex in accordance with the Planning of the Second Party, Developers/ Builders and upon due compliance of the Building Plans and laws affecting the same. The Second Party, Developers/Builders shall have the sole and complete rights and obligations in respect of all aspects of development and construction including the construction, elevation, beautification, pathways, walkways, driveways, division or demarcation of the Project Site into different portions by way of walls or fencing or any other means whatsoever, signages to be put up etc.

- 5.9. **GOOD CONSTRUCTION**: The Second Party Developers/Builders shall cause the construction in a good and workman like manner with good quality 1<sup>st</sup> class building materials, and the First Party/Land Owners and/or their authorized representatives shall have every right

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to inspect the quality of building materials and standard of construction.

5.10. UTILITIES: The Second Party Developers/Builders shall be entitled to use the existing connections if there be any, and/or apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the Project site at the First Schedule property.

5.11. GENERAL AUTHORITY: The Second Party/Developers/Builders shall be authorised and empowered in its own name and also in the name of the First Party/Land Owners, insofar as may be necessary, to apply for and obtain all permission, approval and clearances from any authority whether local, state or central for the construction of the Project and also to sign and execute all plans, sketches, papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the Project Site at the First Schedule property or any portion thereof and/or for obtaining any utilities and permissions.

5.12. CONSTRUCTION TEAM: The Architect and the entire team of people required for Planning and Constructions at the Project Site at the **Part - I** and **Part - II** under FIRST SCHEDULE property shall be such person as may be selected and appointed by the Second Party/ Developers/Builders in its sole discretion.

5.13. TIME FOR CONSTRUCTION: Subject to the First Party i.e. the Land Owners not being in default in compliance of their obligations hereunder, the Second Party/Developers/Builders shall complete and deliver the First Party's/Land Owners' Allocation to the First Party/Land Owners in the manner mentioned hereinafter within **48 (Forty Eight) months with 12 (Twelve) months outer limit** and that has to be calculated from the date of **agreement** i.e. the **Part - I** and **Part - II** under FIRST SCHEDULE property in favour of the Developers/Builders. It is bi-laterally agreed that the Land Owners shall arrange to obtain appropriate permission or approval from the State Authority for development of the said 20 (twenty) Cottahs of

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land as described in **Part – II** under FIRST SCHEDULE by way of changing its mode of users.

**PART-IV # COSTS OF CONSTRUCTION:**

5.14. **COSTS OF CONSTRUCTION:** Unless otherwise expressly mentioned herein, all costs and expenses for Planning, preparation and sanctioning of Building Plans and construction of the entire project comprising of sets of multi-storeyed (G+4 or more) buildings and other construction including other amenities, lifts and other installations, fittings and fixtures etc. as per sanction plan to be completed in all respect and in terms hereof shall be borne and paid by the Second Party/Developers/Builders. The Land Owners shall not spend even a single coin for the purpose of construction work in the First Schedule property i.e. at the Project Site.

**ARTICLE VI # FIRST PARTY'S ALLOCATIONS AND DEMARCATION AND IDENTIFICATION:**

6. **FIRST PARTY'S/LAND OWNERS' ALLOCATION:**

6.1.1. **FIRST PARTY'S ENTITLEMENT:** The First Party/Land Owners shall be allocated constructed/built up areas as mentioned in the SECOND SCHEDULE along with proportionate share in land underneath and such entitlement shall mean and include residential flats, parking space, commercial spaces along with all common areas and facilities proportionate to their respective sharing ratio as indicated and recited in **Part – I & Part – II**, under "First Schedule" and particularly described under heading "Description of Title Documents"

6.1.2. **SPECIFICATIONS:** The Second Party/Developers/Builders shall complete the Residential Units, comprised in the First Party's Allocation with the Specifications as mentioned in the FIFTH SCHEDULE hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

6.1.3. **ALLOTMENT:** It is expressly agreed and understood by and between the parties in this regard that the location of the First Party's/Land Owners' Allocation shall be in the floors in respect of commercial areas, flats, parking space and other constructed areas in the multi-

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stored buildings under several blocks and the same mentioned in the SECOND SCHEDULE would be "Ear-Marked within one month from obtaining the sanctioned building plans" The Second Party/ Developers/Builders shall be made and/or issue an allotment letter in writing allotting the Unit or Units on the following conditions:

- i) In case the total built-up area in the allotted Unit is more than the First Party's/Land Owners' Entitlement, then for the differential area, the First Party/Land Owners shall be liable to pay to the Second Party Developers/Builders, the consideration calculated at the booking rate at which the Second Party would be marketing similar Units in the Project at the material time if any discrepancy if so arises;
- ii) In case the total built-up area in the allotted Unit is less than the First Party's/Land Owners' Entitlement, then for the differential area, the Second Party Developers/Builders shall be liable to pay to the First Party/Land Owners, the consideration calculated at the booking rate at which the Second Party/ Developers/Builders would be marketing similar Units in the Project at the material time;
- iii) On the failure of either party to pay the differential consideration in terms of the above sub-clauses, the defaulting party shall be liable to pay interest on the amount. The Developers/Builders shall furnish unto the First Party/Land Owners, their possession certificate;

6.1.5. **VARIATION OF ALLOTMENT:** In case due to any change in the Planning in respect of the Project or due to reduction of the area of the First Party's/Land Owners' Entitlement due to any reasons, the location of the Buildings or the First Party's Allocation is desired or required to be changed and subject to approval of the Land Owners, the Second Party/Developers/Builders shall be free to change such location at the request of the Land Owners. **Unnecessary no land be wasted by the 2<sup>nd</sup> Party/Developers in the project area.**

6.1.6. **CONSEQUENCES ON SANCTION OR MODIFICATION OF BUILDING PLANS:** In case upon sanction of the Building Plans or due to any modification of the Building Plans the location, dimension or area of any part of the Unit, comprised in the First Party's/Land

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Owners' Allocation are required to be varied or changed, the Second Party shall be free to make such variation.

6.1.7. **FIRST PARTY'S ALLOCATION:** The Unit to be allotted to the First Party/Land Owners in terms of clause 6.1.1 hereto subject to any changes or variations in terms of clause 6.1.3 and/or 6.1.5 hereto shall be the First Party's/Land Owners' Allocation, proportionate to their respective sharing ratio as indicated and recited in **Part – I & Part – II**, under "First Schedule" and particularly described under heading "Description of Title Documents".

6.2. **SECOND PARTY'S ALLOCATION:** Except the entitlement of the First Party/Land Owners as regards the First Party's Allocation, the First Party/Land Owners shall not have any right, title or interest in the Project Site or Complex or the Buildings or any parts thereof which shall all comprise in and belong to the Second Party/Developers'/Builders.

6.3. **COMMON PORTIONS:**

6.3.1. The First Party/Land Owners shall have the right to use such of the Common Portions in the surrounding area of the complex in terms of the sanctioned plans.

6.3.2. The availability of Common Portions on a phase wise basis providing for —

- i) Passages and pathways for ingress and egress.
- ii) electricity, drainage and sewerage and water connections;
- iii) lifts, staircases and Roofs in the Buildings;

6.3.3. The Second Party shall be entitled:

- i) to erect, install and/or operationalize the Common Portions in phases in accordance with the specification and in terms of the sanctioned building plan or plans;
- ii) Until completion of the Development of the entire Project Site or until such earlier time as the Second Party may deem fit and proper, to allow or permit only provisional and/or partial use of any of the Common Portions;
- iii) to change the location, dimension, capacity or any other physical or in-built specifications of any Common Portions in

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phases and from time to time to erect, install or shift any Portion into any new phase or other portions of the Project Site in the **Part - I and Part - II** under FIRST SCHEDULE:

- iv) to erect temporary or permanent boundary between the different phases if at all necessary and to remove the same at any time or upon the completion of the later phase as the Second Party may deem fit and proper,
- iv) to effect temporary closure, shifting, relocating, change of capacity, dimension, physical or in-built specifications or any other addition or alteration to any of Common Portion, however with the concurrence of all the Land Owners.

6.3.4. The Second Party shall be free to impose restrictions and conditions for the use of the Common Portions **with consent of the 1<sup>st</sup> Party/Landowners.**

6.3.5. The Second Party shall be free to alter the location or areas of the Common Portions within any Phase and between different phases from time to time with the consent of the Land Owners;

6.3.6. The both the parties shall be free to provide for separate entrances and other Common Portions for different groups of Transferees;

6.4. **SIGNAGES:** Notwithstanding the other provisions hereof, it is expressly agreed that the Second Party shall have the sole and exclusive rights in respect of putting up or allowing to be put up signages, hoardings, banners, etc., at the Project Site and/or any other constructed and open spaces thereat for the purpose of the project.

6.5. **BUILT-UP AREA:** Built up area means, the area in which the unit/units has been built in the Project.

6.6. **DELIVERY OF UNITS AND COMMERCIAL SPACES COMPRISED IN THE FIRST PARTYS' ALLOCATION:** The delivery of the First Party's Allocation to the First Party/Land Owners shall be made by a written notice by the Second Party offering the First Party/Land Owners to take possession thereof ~~within~~ **30** days from the date of completion in habitable condition and strictly in terms of the specification and sanctioned building plan.



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6.6.1. Before issuing notice to the First Party/Land Owners to take possession of the First Party's Allocation of the First Party/Land Owners as aforesaid, the Second Party shall construct and complete the same with availability of temporary or permanent water, electricity and drainage connections and obtain Completion Certificate of the Architect in respect thereof. Notwithstanding such delivery of possession of the First Party's Allocation, the Second Party shall complete the finishing works that may remain incomplete for the concerned Phase subsequently with issuance of completion certificate from the local Panchayat Authority.

6.6.2. The First Party/Land Owners hereby confirms and accepts as follows:-

- i) That construction work and related activities shall continue to be carried on in the Project Site in respect of the same or remaining phases and the use of the First Party's Allocation shall be subject to the inconveniences caused thereby and also be subject to such additions and alterations in the infrastructure support systems, pipelines, wires and cables etc., as may be necessary.
- ii) All the Common Portions shall not be completed before the final completion of the entire development;
- iii) The elevation works and decoration and beautification works, relief and land layout works, permanent connections relating to the common amenities may be part of the last phase of construction at the Project Site in the **Part - I** and **Part - II** under FIRST SCHEDULE property;

6.7. **CONDITIONS ATTACHED TO OWNERSHIP OF FIRST PARTY'S**

**ALLOCATION:** Upon identification of the First Party's Allocation in terms hereof, the First Party/Land Owners shall enter upon necessary agreements in respect thereof recording such allocation and also containing the covenants, conditions and restrictions regarding the ownership user and enjoyment of the First Party's/Land Owners' Allocation. The First Party/Land Owners at their own option may get the First Party's/Land Owners' Allocation ~~agreement~~ agreement for sale in the name of the first party/landowners or their nominees or assignees as their own choice without any concurrence of the second party. After

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delivery of the physical possession by the second party/developer, the first party/landowners will complete the registration procedure in favour of the nominees or assignees.

6.8. **SEPARATE CONFIRMATION:** Subject to consent or approval, if any, required by the First Party, the Second Party will confirm handing over of possession of the First Party's/Land Owners' Allocation to the First Party vide a letter printed on non - judicial stamp paper of denomination of rupees fifty mentioning the details of the First Party's/Land Owners' Allocation therein vide in the manner prescribed in the table under SECOND SCHEDULE hereunder written.

6.9. **TIME FOR COMPLETION OF FIRST PARTY'S/LAND OWNERS' ALLOCATION:** The First Party's/Land Owners' Allocation will be handed over to the First Party/Land Owners within a period of 48 (forty eight) months as recited and agreed hereinabove in the body of this Memorandum of Agreement and in terms of the specification described in the FIFTH SCHEDULE hereunder.

**ARTICLE VII # TRANSFER, REALIZATION & DEVELOPMENT AND TRANSFER OF NON RESIDENTIAL BLOCKS AND FACILITIES:**

7. **TRANSFER OF INDIVIDUAL ALLOCATIONS:**

7.1. **TRANSFER OF THE SECOND PARTY'S ALLOCATION**  
**GENERALLY:** The Second Party shall be free to deal with, Transfer or part with possession of any part of the Second Party's Allocation to its Transferees without any interference or obstruction from the First Party/Land Owners, provided always transfer of Second Party's allocated areas shall be done after delivery of allocated areas of the First Party/Land Owners in well and habitable condition both in the residential as well as commercial areas.

7.2. **RIGHT TO TRANSFER ALLOCATIONS AND CONDITIONS**  
**GENERALLY AFFECTING THE SAME:** The First Party and the Second Party shall be entitled to Transfer their Allocations to such person and at such price/consideration as they may respectively deem fit and proper Provided However That

i) The First Party/Land-Owners shall execute and register the sale deeds and other instruments in respect of sale or transfer

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Additional District Sub-Registrar  
Rajahmundry, New Town, North 24<sup>th</sup> gate

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of the First Party's/Land Owners' Allocation, after taking over delivery of physical possession from the Second Party;

- ii) Any transfer by the First Party/Land Owners shall be at their own risks and consequences;

**7.2.2. OTHER CONDITIONS AFFECTING TRANSFER OF**

**ALLOCATIONS:** Save and subject to any restriction, condition, limitation and provision contained elsewhere in this agreement:-

- i) The First Party/Land Owners do hereby also accord their consent and authorization to the Second Party to enter into the agreements and contracts with the prospective Transferees in respect of the Second Party's Allocations or any part thereof without making the First Party/Land Owners a party thereto. However, If so required by the Second Party, the First Party/Land Owners shall, notwithstanding the consent and authorization above, and without claiming any consideration or money, join in as confirming party to all such agreements and contracts agreeing and confirming, inter alia, thereunder to convey or transfer their title in respect of the proportionate undivided share in the land to the prospective Transferees of the Allocation of the Second Party;

- ii) The Second Party doth hereby also accord their consent and authorization to the First Party/Land Owners to enter into the agreements and contracts with the prospective Transferees/Buyers in respect of the First Party's/Land Owners' Allocation of the said of the construction work without making the Second Party a party thereto, if the statutory provisions, for the time being in force shall stand on the way from exercising such authority by the Land Owners for transferring any constructed areas along with proportionate and undivided share in land underneath.

- iii) The First Party/Land Owners would execute and register the sale deeds and other instruments of transfer to complete the sale or transfer of the undivided shares in the land of the Subject Property i.e. the Part - I and Part - II under FIRST SCHEDULE property or any part thereof in favour of the prospective Transferees/Buyers.

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Subscribed and signed by  
Registrar, New Town, North 24 P. S.

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**7.2.3. REALIZATION AGAINST INDIVIDUAL ALLOCATION AND APPROPRIATION:**

- i) All amounts and consideration receivable by the Second Party under any agreements, contracts and deeds in respect of the Second Party's Allocation shall be to the account of and shall be received, realised and appropriated by the Second Party exclusively and the First Party/Land Owners shall have no concern therewith.
- ii) Subject to the other provisions hereof, all amounts and consideration receivable by the First Party/Land Owners under any agreements, contracts and deeds in respect of the First Party's/Land Owners Allocation shall be received, realised and appropriated by the First Party/Land Owners exclusively and the Second Party shall have no concern therewith.

**7.3. PROVISION FOR NON RESIDENTIAL DEVELOPMENT:** The Second Party/Developers/Builders shall be at liberty to plan and construct, Non Residential Units and/or non residential buildings/blocks at the Project Site or any phase thereof. Such non residential Units/buildings/blocks may include the construction of Club or any Recreational Area, School or other Educational Area, Medical Facilities, Cultural and Ceremonial Areas, Lodging and Boarding Areas or Hotel/Restaurant and any other Assembly, Commercial or Mercantile uses. **PROVIDED ALWAYS** express concurrence and consent of the party of the First Part/Land Owners, wherein the party of the First Part/Land Owners shall have their own allocated areas.

**ARTICLE VIII # ADVANCE:**

**8. TOTAL ADVANCE AMOUNT:**

8.1. Subject to the other terms hereof, the Second Party has agreed to pay a sum of **Rs. 50,00,000/- (Rupees fifty lakhs only)** to the Land Owners "the Total Advance Amount", shall be refundable from the allocated areas of the Land Owners' without any interest at the time of handing over the Land Owners' allocated Flats/Units/Other constructed areas/Parking space etc.

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**ARTICLE IX # EXTRAS & DEPOSITS, COMMON PURPOSES AND  
TAX LIABILITIES  
EXTRAS AND DEPOSITS:**

9. **EXTRAS AND DEPOSITS:**
- 9.1. EXTRAS which shall include all costs, charges and expenses on account of HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts and deposits payable to the electricity service provider, all costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like), Cost of formation of service maintenance company/society, Club Membership and Usage charges, Additional Facility or Utility Charges etc., and all other extras, costs and charges incidental thereto that may be charged by the Second Party/Developers/Builders from the Transferees of both the parties including the Land Owners/Party of the First Part i.e. to say all the occupants and occupiers within the housing complex to make it clear that the costs of HT, LT power shall not be charged in respect of the flats/apartments retained by the Land Owners, but their transferees shall be charged like all other Purchasers. **From the said charges amounting to 40% will receive 1<sup>st</sup> Party/Landowners and amounting to 60% will receive 2<sup>nd</sup> Party/ Developers.**

**10. COMMON PURPOSES:**

- 10.1. The First Party/Land Owners and any Transferee of the First Party's Allocation shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Second Party and adopted for or relating to the Common Purposes **consultation with the 1<sup>st</sup> Party/Landowners.**
- 10.2. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the First Party shall necessarily incorporate all rules, regulations restrictions and conditions framed by the Second Party as aforesaid.
- 10.3. The expression "Common Purposes" shall mean and include the purpose of maintaining, administering, up-keep and security of the

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developments at the Project Site or any part thereof and in particular the Common Portions; rendition of common services in common to the occupants and Transferees of the developments at the Project Site; collection and disbursement of the common expenses; the purpose of regulating mutual rights obligations and liabilities of occupiers of the Project; and dealing with all matters of common interest of the occupiers of the Project.

**10.4. MAINTENANCE-IN-CHARGE:**

10.4.1. The Second Party shall upon completion of the construction of the Complex or any phase thereof as the Second Party may deem fit and proper form an Association **consent with the 1<sup>st</sup> Party/Landowner** (which may be a Society or Company or Association or Co-operative Society as may be deemed proper and expedient) for the Common Purposes and till such time as the Association is formed the Second Party or its nominee shall be in charge for the Common Purposes till such time as the Second Party desires to keep such charge;

10.4.2. In case the Second Party communicates the First Party and other Transferees to form such Association, they shall be bound to form the same within the period stipulated by the Second Party failing which the Transferees collectively shall be responsible for the role of the Association.

10.4.3. Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Second Party shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Second Party may deem fit and proper. All charges of such agencies and organizations shall be part of the Common Expenses;

10.4.4. Notwithstanding any formation of Association or handover of charge to it, neither the Association nor the members thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privileges of the parties hereto.

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10.4.5. The expression "Maintenance-in-charge", shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes mean the Second Party or the Transferees (collectively) as the case may be in terms of Clause 10.4 and sub-clauses thereof.

**ARTICLE X # COVENANTS**

**11. COVENANTS BY THE FIRST PARTY:**

11.1. The First Party do hereby covenant with the Second Party as follows:-

11.1.1. That each and every representation made by the First Party/Land Owners hereinabove are all true and correct and agrees and covenants to perform each and every representation and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the First Party/Land Owners.

11.1.2. That with effect from the date of execution hereof, the First Party/Land Owners shall neither deal with, transfer, let out or create any Encumbrance in respect of the Subject Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.

11.1.3. That the 2<sup>nd</sup> Party shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this agreement in any manner.

11.1.4. That the First Party/Land Owners shall not cause any interference or hindrance in the sanction/modification/alteration of Sanction Plans in terms hereof, construction and development at the Project Site by the Second Party and/or Transfer of the Second Party's Allocation and not to do any act deed or thing whereby any right of the Second Party hereunder may be affected nor make any claim whatsoever in any

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other part or portion of the Project Site except the First Party's Allocation.

11.1.5. For all or any of the purposes contained in this agreement, the First Party shall render all assistance and co-operation to the Second Party and sign execute, submit and deliver at the costs and expenses of the Second Party all plans, specifications, undertakings, declarations, no objections, disclaimers, releases, papers, documents, powers and authorities as may be lawfully or reasonably required by the Second Party from time to time.

11.2. **COVENANTS BY THE SECOND PARTY:** The Second Party do hereby covenant with the First Party as follows:-

11.2.1. The Second Party doth hereby agree and covenant with the First Party not to do any act deed or thing whereby any right or obligation of the First Party hereunder may be affected or the First Party is prevented from making or proceeding with the compliance of the obligations of the First Party hereunder.

**ARTICLE XI # FORCE MAJEURE:**

**12. Force Majeure :**

12.1. Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise out of a breach or default by such Party of any of its obligations under this Agreement but which arises from, or is attributable to.

- i) Fire, Flood, Earthquake, storm, lightning, epidemic, disaster or such other unforeseen natural calamities;
- ii) Riots, civil commotion and disturbances, disorder, insurgency, explosion, enemy action or war or military operations or terrorist action;
- iii) To make it clear if the Developer/Builders/Party of the Second Part restrained to go on with the construction work by any order of injunction from the competent court of law or by any administrative order or anything which may be termed as the

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Regional, New Town, North 2nd Fl.

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act of GOD, shall be deemed within the purview of Force Majeure.

**ARTICLE XII # POWERS OF ATTORNEY AND OTHER POWERS:**

**13. POWERS BY FIRST PARTY:**

The First Party/Land Owners shall simultaneously with the execution of these presents shall execute and register one Power of Attorney in favour of the Second Party's nominated persons namely, Sri Sanjay Gupta, the only nominated person of the Land Owners of the First Part, authorizing him to go on with the construction work in terms of the Development Agreement.

**ARTICLE-XIII # MISCELLANEOUS:**

**14. MISCELLANEOUS:**

14.1. The First Party/Land Owners shall be given shifting charges @ of Rs.13,000.00 (Rupees thirteen thousand) only per month to be calculated or commencing on and from the date of obtaining approval of sanction 'building or project plan by the competent authority or delivery of physical possession of the entire property to be developed under First Schedule in favour of the Developers/Builders whichever is earlier and such payment shall be continued till the day of handing over the allocated areas of the First Party/Land Owners to be completed in all respect, free from all encumbrances. and **shifting charges be increased @ 10% in every two years.**

14.2. That it is bi-laterally agreed in between the parties hereto that it is incumbent and obligatory on the part of the First Party/Land Owners to show that the property under the development project under First Schedule is free from all sorts of encumbrances, lien, charges, attachments whatsoever.

14.3. If the Developers/Builders/Party of the Second Part fail to complete the project within the time herein stipulated, the Developers/Builders/ Party of the Second Part shall be under legal obligation to pay a sum of **Rs. 20,000.00 (Rupees Twenty Thousand)** only per month to the First Party/Land Owners as penalty and to be calculated from the

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expiry of the agreed period till the delivery of actual physical possession of the First Party/Land Owners allocation.

14.4. Amalgamation of Plots and conversion of nature of land shall be done by the Developers/Builders/2<sup>nd</sup> Party with consent of the 1<sup>st</sup> Party/Landowners.

14.5. In case of any sanction of floors or heights over and above G+4 pattern obtained subsequently, the allocation of the First Party/Land Owners shall remain intact in terms of this Development Agreement.

14.6. **PROPERTY TAXES AND OUTGOINGS:** Until fulfillment of all obligations of the First Party hereunder, all taxes and outgoings (including arrears) on account of municipal tax, land revenue, land tax, electricity charges and others shall be borne and paid by the First Party/Land Owners till this day of execution of these presents and those arising for the period thereafter shall be borne and paid by the Second Party provided that upon construction of each phase of the Project, all taxes and outgoings in respect of the respective Allocations of the parties in such phase shall be borne paid and discharged by them;

14.7. **INDEMNITY BY FIRST PARTY:** At all times hereafter the First Party hereto shall indemnify and agree to keep the Second Party, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Second Party and arising due to any representation of the First Party being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the First Party.

14.8. **INDEMNITY BY SECOND PARTY:** At all times hereafter the Second Party hereto shall indemnify and agree to keep the First Party, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the First Party and arising due to any act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal

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Assistant Director Sub-Registrar  
Rajahmundry, North 24-Pgs.

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laws in relation to the terms and conditions hereof by the Second Party. The Second Party shall be liable for any lapses or accident during construction of the Complex or in the workmanship as mentioned herein.

14.9. **MODIFICATIONS:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by the First Party and the Second Party, unless there is any changes or modifications, alterations and replacement if any statute or statutes more particularly by enforcement of the statute "The Real Estate (Regulation and Development) Act, 2016.

14.10. **CUSTODY OF ORIGINAL AGREEMENT:** This original agreement will be kept by the Second Party in its custody and the Second Party will provide the First Party with a **certified** copy of this agreement authenticated as a True Copy for the First Party's record.

**15. JURISDICTION:**

15.1. Only the Courts within the Jurisdiction of North 24 Parganas District at Barasat shall have the jurisdiction to entertain, try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith in addition to the authority and appellate tribunal to be formed under the provisions of "The Real Estate (Regulation and Development) Act, 2016.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(Subject Property i.e. the property to be developed)**

**PART -I**

ALL THAT piece and parcel of Land measuring **59 (fifty nine) Cottahs** a little more or less in actual physical measurement situate lying at Re-sa No. 232, Touzi No. 174, Parganas Kolkata, ~~J.P. No. 23~~ Mouza : GHUNI, within the local limit of Jyangra – Hatara No. 2 Grant Panchayet, Additional District Sub-Registration Office : previously Cossipore Dum Dum at present

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Rajahmundry, New Town, North 24496.

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Bidhannagar, Police Station : previously Rajarhat at present New Town,  
District : North 24 Parganas, with all sorts of rights of easement and  
hereditaments annexed thereto, and the particulars whereof is given  
hereunder : -

Sl. No.	R.S. Khatian	L.R. Khatian	C.S. Dag	R.S. Dag	L.R. Dag	Nature	Area of land (K-Ch-Sq.Ft.)
1	156		2513	2714	2714	Sali	16-0-0
2	380		2512	2712	2712	Sali	16-8-0
3	380	1031	2512	2712	2712	Sali	5-8-0
4	380	2493	2512	2712	2712	Sali	6-0-0
5	1252	2095	2510	2710	2710	Sali	15-0-0
6	1252	2092	2510	2710	2710	Sali	
						<b>Total</b>	<b>59-0-0</b>

The land under **Part - I** is shown and delineated in the site plan annexed hereto and butted and bounded in the manner following : -

On the North : By part of R.S/L.R dag no. 2710, 2711, 2712 & 2714;

On the South : By Cannel side road;

On the East : By part of R.S/L.R Dag no. 2712, 2713 & 2714;

On the West : By part of R.S/L.R Dag no. 2709, 2710 & 2711;

**PART - II**

ALL THAT piece and parcel of Land measuring **20 (twenty) Cottahs** a little more or less in actual physical measurement situate lying at and being part of R.S. & L.R. Dag No. 2711, L.R. Khatian Nos. 2492, 2493 & 2494, Re-sa No. 232, Touzi No. 174, Parganas Kolkata, J. L. No. 23, Mouza : GHUNI, within the local limit of Jyangra - Hatlara No. 2 Gram Panchayet, Additional District Sub-Registration Office : previously Cossipore Dum Dum at present Bidhannagar, Police Station : previously Rajarhat at present New Town, District : North 24 Parganas, with all sorts of rights of easement and

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Rajerial, New Town, North 24-Pgs.

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hereditaments annexed thereto and butted and bounded in the manner following :-

- On the North : By part of R.S/L.R Dag no. 2711;  
On the South : By 14' wide cannel side road;  
On the East : By part of R.S/L.R Dag no. 2712;  
On the West : By part of R.S/L.R Dag no. 2710 & 2711;

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

(First Party's/Land Owners' Allocation)

The allocation of the Land Owners/Party of the First Part shall be as under :

- a) The Land Owners/Party of the First Part shall get 48% (forty eight percent) of the total constructed/**Built up** areas proportionate to their respective sharing ratio i.e to say owner no. 1 & 2 shall get 27.95% (twenty seven point ninety five percent) and owners no. 3 & 4 shall get 20.05% (twenty point zero five percent) share accordingly to share of land out of the total Owners' Allocation as indicated and recited in **Part - I & Part - II**, under "First Schedule" and particularly described under heading "Description of Title Documents" containing Commercial areas, Car Parking spaces, Residential Flats/Units, and other constructed areas along with proportionate, undivided and impartible share in land and along with all sorts of rights of easements and right to common users in common areas within the Complex as envisaged or enumerated under sub-clause (v) of 1. DEFINITION clause under heading (v) FIRST PARTY'S allocation which is reproduced as under:-

- i) "First Party's Allocation" shall mean and include 48% (forty eight percent) of the total constructed areas proportionate to their respective sharing ratio i.e to say owner no. 1 & 2 shall get 27.95% (twenty seven point ninety five percent) and owners no. 3 & 4 shall get 20.05% (twenty point zero five percent) share out of ~~the~~ **Total Owners' Allocation** as indicated and recited in **Part - I & Part - II**, under "First Schedule" and particularly described under heading "Description of Title

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Kolar, New Town, North 24<sup>th</sup> Floor.

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Documents” both commercial and residential in average floors in all the Blocks along with refundable sum of Rs. 50,00,000.00 (Rupees fifty lakhs) only more particularly described in the SECOND SCHEDULE hereto together with proportionate, undivided and impartible share in the land underneath and shall include the right of the First Party in common with the Second Party/Developers/Builders and all persons permitted by the Second Party to use such parts of the Common Portions **according to sanctioned plan** therefor. To make it clear “Blockwise” Building Plan/Complex Plan will be prepared by the Developers/Builders/Party of the Second Part and soon after obtaining sanction from the concerned competent authority, Owners’ allocated areas (flats & non-residential spaces in all the Blocks both in and over the land under Part – I and Part – II under FIRST SCHEDULE) shall be “Ear-Marked” by way of putting joint initials of the parties and ear-marked copies shall be made in “DUPLICATE” and each of the parties hereto shall get one copy thereof for avoiding future conflicts.

b) The Land Owners shall jointly get refundable sum of **Rs. 50,00,000/- (Rupees fifty lakhs)** only to be paid by the Developers/Builders in the following manner :-

- i) Rs. 25,00,000/- (Rupees twenty five lakhs) only paid at the time of execution of this development agreement and the general power of attorney in terms of Memo of Payment written hereunder in **Sixth Schedule**, and .
- ii) Balance amount of Rs. 25,00,000/- (Rupees twenty five lakhs) only will be paid within a period of 30 (thirty) days from the date of commencement of construction work after obtaining the Building Plan to be sanctioned by the competent authority.
- iii) It is also bi-laterally agreed in between the parties hereto that the said sum of Rs. 50,00,000/- (Rupees fifty lakhs) only shall be refunded by the Owners/Party of the First Part from their allocated areas to the Developers/Builder/Party of the Second Part at the time of handing over the Owners’ allocated areas without any interest.

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**THE THIRD SCHEDULE ABOVE REFERRED TO:**

(Developers/Builders allocation)

That the DEVELOPERS/BUILDERS' allocation shall mean and include : The remaining 52% (fifty two percent) of constructed/**built up** areas after giving delivery of physical possession in respect of the allocated areas of the Owners/ Party of the First Part more specifically described in the SECOND SCHEDULE hereinabove under heading "Allocation of the Owners/ Party of the First Part" in/or out of the Subject Property together with all right of easements including proportionate share in land underneath and appurtenances thereof including right of common users and that the allocated areas of the Second Party/Developers/ Builders in terms of this Memorandum of Agreement absolutely free from all encumbrances.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
PART-I

1. **OUTGOINGS AND TAXES:** The First Party/Land Owners binds themselves and covenants to bear and pay and discharge the following expenses and outgoings:-
  - (a) Panchayet rates and taxes and water tax, if any, assessed on or in respect of the First Party's/Land Owners' Allocation and the Appurtenances directly to the Jyangra - Haliara No. 2 Gram Panchayet Provided that so long as the First Party/Land Owners Allocation is not assessed separately for the purpose of such rates and taxes, the First Party/Land Owners shall pay the Maintenance charges in respect of the proportionate share of all such rates and taxes assessed on the said premises.
  - (b) All other taxes, impositions, levies, cess, outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the First Party's/Land Owners' Allocation or the Appurtenances or the Building or the said premises and whether demanded from or payable by the First Party or the Maintenance charges and the same shall be paid by the First Party wholly in case the same relates to the First Party's Allocation and/or

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Rajarat, New Town, North 24-PGS

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the Appurtenances and proportionately in case the same relates to the Building or the said premises or any part thereof.

- (c) Electricity charges for electricity consumed in or relating to the First Party's/Land Owners' Allocation and the Appurtenances (including any applicable minimum charges, proportionate share of the electricity charges for loss of electricity due to amortization and transmission).
- (d) Charges for water, and other utilities consumed by the First Party and/or attributable or relatable to the First Party's Allocation and the Appurtenances against demands made by the concerned authorities and/or the Maintenance charges and in using enjoying and/or availing any other utility or facility, if exclusively in or for the First Party's Allocation and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance charges or the appropriate authorities as the case may be.
- (e) Proportionate share of all Common Expenses (including those mentioned in FOURTH SCHEDULE herein written) to the concerned Maintenance charges. In particular and without prejudice to the generality of the foregoing, the First Party/Land Owners shall pay to the Maintenance charges, to be calculated at such rate as be decided by the Second Party. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- (f) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the First Party.
- (g) Service Tax, Vat, GST and any applicable tax, cess, imposition or levy in respect of any amounts and outgoings payable by the First Party and also all penalty surcharge, interest, costs, charges and expenses arising out of any delay, default or negligence on the part of the First Party/Land Owners in payment of all or any of the aforesaid rates taxes impositions and/or ~~outgoings~~ <sup>outgoings</sup> proportionately or wholly as the case may be.



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Kantor Wilayah Sub-Regional  
Kawasan 24 Park, Jakarta Barat

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PART-II  
(RULES AND REGULATIONS)

1. The First Party binds themselves and covenants:
  - (a) to use the First Party's/Land Owners' Allocation only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Second Party first had and obtained and shall not do or permit to be done any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity at the First Party's Allocation or any activity which may cause nuisance or annoyance to the Co-owners. It is expressly agreed that any restriction on the First Party/Land Owners shall not in any way restrict the right of the Second Party/Developers/Builders to use or permit any other Unit or portion of the New Building to be used for non-residential purposes.
  - (b) unless the right of parking is expressly granted to the First Party/Land Owners, the First Party shall not park any motor car at any place in the said premises (including at the open spaces at the said premises) AND if the right to park motor car is so expressly agreed to be granted, the First Party/Land Owners shall use the Parking Space(s) so agreed to be granted, only for the purpose of parking of their medium sized motor car. No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever. The First Party/Land Owners shall be entitled to get their share in the parking spaces proportionate to their allocation.
  - (c) not to grant, transfer, let out or part with the right of parking car, if such right of parking is agreed to be granted hereunder, independent of the First Party's Allocation nor vice versa, with the only exception being that the First Party may grant, transfer, let out or part with the right of parking car or the First Party's Allocation independent of the other to any other Co-owner.
  - (d) to put or install window or split model air-conditioned Unit(s) only at the place(s) and in the manner specified by the Second Party and at no other place to strictly maintain the outer elevation synergy of the Building Complex.



National District Sub-Registrar  
Rajshahi, New Town, North-24-PGS.

**27 FEB 2017**



- (e) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings save at the place as be approved or provided by the Maintenance In-charge PROVIDED HOWEVER THAT nothing contained herein shall prevent the First Party to put a decent nameplate outside the main gate of his respective Unit. It is hereby expressly made clear that in no event the First Party shall open out any additional window or alter the size of any window as be provided in the First Party's Allocation or any other apparatus protruding outside the exterior of the First Party's Allocation.
- (f) to apply for and obtain at their own costs separate assessment and mutation of the First Party's Allocation in the records of the Jyagra – Hatirara No. 2 Gram Panchayet within 6 (six) months from the date of possession.
- (g) not to commit or permit to be committed any form of alteration or changes in the First Party's Allocation or in the beams, columns, pillars of the Building passing through the First Party's Allocation or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings or any part thereof.
- (h) not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- (i) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the First Party's Allocation at all reasonable times for construction and completion of the Building and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the First Party's Allocation within 7 days of giving of a notice in writing by the Maintenance In-charge to the First Party/Land Owners thereabout;
- (j) to keep the First Party's Allocation and walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and

Contd....



National District Sub-Registrar  
Rajahmundry Town, North 24-Pgs.

22 FEB 2017

- installations, entrance and main entrance and exit serving any other Unit in the Buildings in good and substantial repair and condition so as to support shelter and protect the other units and/or parts of the Building and not to do or cause to be done anything in or around the First Party's Allocation which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the First Party's Allocation.
- (k) not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings, the pipes, conduits, cables, wiring and other fixtures and fittings serving the First Party's/Land Owners' Allocation and any other Unit in or portion of the Building Complex.
- (l) to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Building Complex and the Premises and other Common Purposes.
- (m) to keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said premises free from obstructions and encroachments and in a clean and orderly manner and, not to deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and Installations and the said Premises or dry or hang clothes outside the First Party's/Land Owners' Allocation.
- (n) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Electricity Provider, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the First Party's Allocation as well as the user operation and maintenance of lift, generator, water, electricity, transformer, if any, drainage, sewerage and other installations and amenities at the Buildings Complex.
- (o) not to alter the outer elevation, or facade or colour scheme of the New Building (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the

Contd....



Additional District Sub-Registrar  
Rajahmundry, North 24-Pgs

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manner as specified by the Second Party as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the First Party's/Land Owners' Allocation or the Buildings otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

- (p) not to install grills the design of which have not been suggested or approved by the Second Party/Developers/Builders or the Architects.
- (q) not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.

- 1.1 In the event of the First Party failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the First Party under these presents and/or in observing and performing the covenants terms and conditions of the First Party hereunder then without prejudice to the other remedies available against the First Party/Land Owners hereunder.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**  
**(Specifications in respect of the Units comprised in the First Party's/Land Owners' Allocation)**

**CONSTRUCTION** : R. C. C. Frame with brick built structure will be provided.

**DOORS** : All doorframes ( size 4"x 2 ½" ) would be made of Sal wood, doors shutter would be flush doors made of commercial ply (Brahmaputra ply or similar brand), all doors thickness 32 mm fitted with Cylindrical locks. Main door would be fitted with Godrej night latch lock. All windows would be made of natural colour aluminium sliding (two track) transparent plain white glass without any grill. All doors would be painted with white enamel paint (Berger Co., ICI or similar brand)

**FLOORING** : All Bed Rooms & Dinning-cum-Living, would be finished with Ivory Vitrified tiles (24" X 24")

Contd....





ADDITIONAL DISTRICT SUFFRAGE  
Residence: New York, North 24-P-95.

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flooring and 4" skirting. Bath-rooms, Kitchen & Balcony would be finished with Ivory Ceramic tiles (12" X 12") flooring. The walls of the Toilet/Bathroom would finish with white glazed tiles in 60" height. Roof would be finished with roof tiles.

**SANITARY  
PLUMBING:**

& : Standard Toilet would be provided with C.P. Shower, one EWC White commode (Parryware or other similar brand) with P.V.C. cistern (Reliance Co.). And in W. C. there would be only one tap. All taps & C.P. fittings of Essco (base model) or similar brand. There would be concealed line and geyser line in bathrooms. There would be One basin in common toilet (18"x12" Parryware or other similar brand) in each flat.

**KITCHEN**

: Black Granite counter top, Stainless steel sink (17" x 20"), glazed wall tiles upto 2 ft above Black Granite counter.

**ELECTRICAL  
WORKS:**

: a. Concealed wiring in all flats (Copper electrical wire, Rajdhani or J.J.)  
b. Each flat will be provided with the following electrical points:  
(All switches modular type, Mylinc of legrand or other similar brand)

- i) Bed room (each) 2 Light points
  - 1 Fan point
  - 1 Plug point (5 Amp.)
  - 1 AC Point
- ii) Dining/Drawing 2 Light points
  - 1 Fan point
  - 1 Plug point (15 Amp.)
  - 1 TV Power point
  - 1 Cable Point without Wire
  - 1 phone Point without Wire
- iii) Kitchen 1 Light point

Contd.....



Additional District ~~Sub-Registrar~~  
Rajasthan, New Town, Nehru 24-Pgs.

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(49)

- 1 Exhaust Fan Point
  - 1 Plug point (15 Amp.)
  - 1 Light point
  - 1 Exhaust Fan Point
  - 1 Geyser point (15 amp.)
  - 1 Light point
  - 1 Door Bell point
- iv) Toilet
- v) Verandah
- vi) Entrance

WATER: : Overhead water tank is to be constructed for supply of water (24 hours).

PAINTING: : Plaster of Paris inside walls.

OUTSIDE PAINTING : Snowcem 2 coats painting.

RAILING OF STAIR : Railing of iron.  
CASE:

STAIR CASE : Plaster of Paris  
PAINTING

LIFT : One MCD (Manual Collapsible Door) lift in each Block.

Contd....



Additional District Sub-Registrar  
Rajahmundry, North 24-89s.

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(50)

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**  
(Refundable Payment Schedule to the Land Owners)

Received from the Developers/Builders a sum of Rs. 25,00,000.00 (Rupees twenty five lakhs) only out of the total refundable amount of Rs.50,00,000.00 (Rupees fifty lakhs) only as per Memo of Consideration written hereunder.

**MEMO OF CONSIDERATION**

a)	By Managers cheque No. 058432 dated 21.02.2017 drawn on HDFC Bank Ltd. in its Salt Lake Branch favouring the <u>LAND OWNER NO. 1</u>	→	Rs. 7,27,865.00
b)	By Managers cheque No. 058433 dated 21.02.2017 drawn on HDFC Bank Ltd. in its Salt Lake Branch favouring the <u>LAND OWNER NO. 2</u>	→	Rs. 7,27,864.00
c)	By Managers cheque No. 058434 dated 21.02.2017 drawn on HDFC Bank Ltd. in its Salt Lake Branch favouring the <u>LAND OWNER NO. 3</u>	→	Rs. 5,22,135.00
d)	By Managers cheque No. 058435 dated 21.02.2017 drawn on HDFC Bank Ltd. in its Salt Lake Branch favouring the <u>LAND OWNER NO. 4</u>	→	Rs. 5,22,136.00
<b>GRAND TOTAL</b>			<b>→ Rs. 25,00,000/-</b>

(Rupees twenty five lakhs only)

1. Narayan Das Mandal

WITNESSES: 2. Gayatri Mandal.

3. Madhab Mandal.

1. Manab Kanti Mandal  
Son of Narayan Das Mandal  
W/o P.O. Gauranganagar,  
P.5-Narayan, West-159

4. ~~Manab~~ Kanti Mandal.

2. Sanjay Mandal.

SIGNATURE OF THE LAND OWNERS

Son of Sr Narayana Das Mandal

Gouranga Nagar.

P.O- Gouranga Nagar.

P-5- Near Tota. KOL-159.

Contd....



Additional District Sub-Registrar  
Rajouri, New Law No. 24-Pgs.

22 FEB 2017

**IN WITNESS WHEREOF** the parties hereto set and subscribed their respective hands and seals on this the Development Agreement the day, month and year first above written.

SIGNED, SEALED AND DELIVERED BY THE PARTY OF THE FIRST PART/LAND OWNERS AT SALT LAKE in the presence of:

1. Narayan Das Mandal.

2. Chandrajati Mandal.

3. Madhub Mandal.

4. Jagajit Mandal.

1. Manab Kanti Mondal  
Village P.O - Choumangaragan,  
P.S - Westman, Kallakata-700159

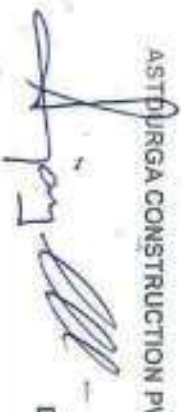
2. Saran Mandal.

Getusanga Nagor.  
P.O - Getusanga Nagor  
P.S - Nar Tendu. KOL-159,

SIGNATURE OF THE LAND OWNERS/PARTY OF THE FIRST PART

SIGNED, SEALED AND DELIVERED BY THE PARTY OF THE SECOND PART/ DEVELOPERS/BUILDERS AT SALT LAKE in the presence of:

ASTIJURGA CONSTRUCTION PVT. LTD.



Director

2. Saran Mandal.

SIGNATURE OF THE DEVELOPERS/BUILDERS

Drafted by me (ADVOCATE)

*Sanku*  
Advocate.

Distort Judges Court  
Barasat








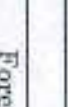
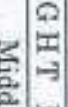
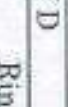
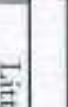







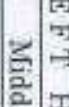
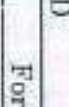
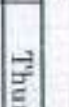





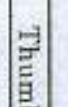

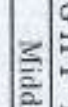
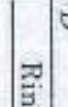







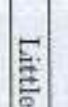
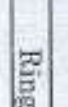
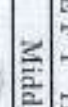

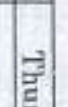





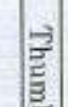
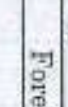
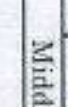
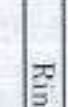
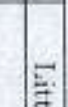






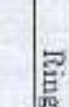
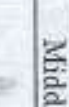









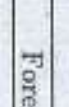
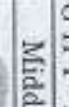
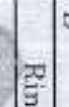





















Enrol. No. - F/1175/1387/2011





Additional District Sub-Registrar  
Rajahmundry, New Town, North 24-Pgs.  
22 FEB 2017

**SPECIMEN FORM FOR TEN FINGER PRINTS**

Sl. No.	Signature of the Executants/Presentants	LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
	 <i>Narayan Mondal</i>					
		RIGHT HAND				
						
		LEFT HAND				
						
		RIGHT HAND				
						
		LEFT HAND				
						
		RIGHT HAND				
						
	 <i>Gajapati Mondal</i>					
		RIGHT HAND				
						
		LEFT HAND				
						
		RIGHT HAND				
						
		LEFT HAND				
						
		RIGHT HAND				
						
	 <i>Gajapati Mondal</i>					
		RIGHT HAND				
						
		LEFT HAND				
						
		RIGHT HAND				
						
		LEFT HAND				
						
		RIGHT HAND				
						
















Additional District Sub-Registrar,  
Rajshahi, New Town, North 24 Parganas.

22 FEB 2017



# SPECIMEN FORM FOR TEN FINGER PRINTS

Sl. No.	Signature of the Executants/ Presentants	LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
						
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little
						
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little
		LEFT HAND				
		Little	Ring	Middle	Fore	Thumb
		RIGHT HAND				
		Thumb	Fore	Middle	Ring	Little





Additional District Sub-Registrar  
Raletbul, New Town, North 24 Pgs.

22 FEB 2017



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

GRN: 19-201617-004675146-1      Payment Mode      Online Payment  
GRN Date: 22/02/2017 13:46:07      Bank: HDFC Bank  
BRN: 301203686      BRN Date: 22/02/2017 13:47:04

DEPOSITOR'S DETAILS

Name: Sanjay Gupta      Id No.: 15231000056621/6/2017  
Contact No.:      Mobile No.: +91 9331018602  
E-mail: ad169jass@gmail.com      [Query No./Query Year]  
Address: AD-169, Salt Lake, Sector-1, Kolkata  
Applicant Name: Mr. SANJAY GUPTA  
Office Name:      **PAID**  
Office Address:      **PAID**  
Status of Depositor: Others  
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement  
Payment No. 6

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	15231000056621/6/2017	Property Registration - Registration Fees	0030-03-104-001-16	27510
2	15231000056621/6/2017	Property Registration- Stamp duty	0030-02-103-003-02	74921
<b>Total</b>				<b>102431</b>

In Words: Rupees One Lakh Two Thousand Four Hundred Thirty One only





### Major Information of the Deed

Deed No :	I-1523-01537/2017	Date of Registration	28/02/2017
Query No / Year	1523-1000056621/2017	Office where deed is registered	
Query Date	21/02/2017 4:08:15 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
<b>Applicant Name, Address &amp; Other Details</b> SANJAY GUPTA DWARKA VEDMANI AD 169 SALT LAKE CITY SEC-I, Thana : North Bidhannagar, District : North 24-Parganas, WEST BENGAL, Mobile No. : 9836088411, Status :Buyer/Claimant			
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 : 25,00,000/-]	
Set Forth value	Market Value		
Rs. 5/-	Rs. 12,24,20,549/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,421/- (Article:48(g))	Rs. 27,510/- (Article:E, E, B)		
Remarks			

### Land Details :

District: North 24-Parganas, P. S.- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Ghuni

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-2712	LR-1031	Bastu	Shali	5 Katha 8 Chatak	1/-	85,22,950/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,		
L2	LR-2712	LR-2493	Bastu	Shali	22 Katha 8 Chatak	1/-	3,48,66,612/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,		
L3	LR-2710	LR-2095	Bastu	Shali	15 Katha	1/-	2,32,44,408/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,		
L4	LR-2714	LR-156	Bastu	Shali	16 Katha	1/-	2,47,94,035/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,		
L5	LR-2711	LR-2492	Bastu	Shali	20 Katha	1/-	3,09,92,544/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,		
<b>TOTAL :</b>							130,35Dec	5/-	1224,20,549/-	
<b>Grand Total :</b>							130,35Dec	5/-	1224,20,549/-	







Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Shri NARAYAN DAS MONDAL</b> Son of Late JOGESH CHANDRA MONDAL GOURANGANAGAR, P.O. : GOURANGANAGAR, P.S.- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700159 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:AEZPM6377HStatus :Individual, Executed by: Self, Date of Execution: 22/02/2017 , Admitted by: Self, Date of Admission: 22/02/2017 ,Place : Pvt. Residence
2	<b>Smt GAYATRI MONDAL</b> Wife of Shri NARAYAN DAS MONDAL GOURANGANAGAR, P.O. : GOURANGANAGAR, P.S.- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700159 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:ANSPM1262HStatus :Individual, Executed by: Self, Date of Execution: 22/02/2017 , Admitted by: Self, Date of Admission: 22/02/2017 ,Place : Pvt. Residence
3	<b>Shri MADHAB MONDAL</b> Son of Late HARI DAS MONDAL GOURANGANAGAR, P.O. : NEW TOWN, P.S. : New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700159 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AIOPM0726MStatus :Individual, Executed by: Self, Date of Execution: 22/02/2017 , Admitted by: Self, Date of Admission: 22/02/2017 ,Place : Pvt. Residence
4	<b>Smt GAYATRI MONDAL</b> Wife of Late HARI DAS MONDAL GOURANGANAGAR, P.O. : GOURANGANAGAR, P.S. : New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700159 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:BGEPM7877EStatus :Individual, Executed by: Self, Date of Execution: 22/02/2017 , Admitted by: Self, Date of Admission: 22/02/2017 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED</b> DWARKA VEDMANI AD 169 SECTOR SALT LAKE CITY, P.O. : SECH BHAWAN, P.S. : North Bidhannagar, District:-North 24-Parganas, West Bengal,India, PIN - 700064 PAN No.:AALCA5946MStatus :Organization

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature	Photo	Finger Print	Signature
1	<b>Shri SANJAY GUPTA</b> Son of Shri GOPAL PRASAD GUPTA Date of Execution - 22/02/2017 , Admitted by: Self, Date of Admission: 22/02/2017 , Place of Admission of Execution: Pvt. Residence			
DWARKA VEDMANI AD 169 SECTOR I SALT LAKE CITY, P.O. : SECH BHAWAN, P.S. : North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Cilizen of: India, PAN No.:ADRP6327Q Status : Representative, Representative of : M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED (as DIRECTOR)				





**Identifier Details :****Name & address**

Mr ARPAN CHAKRABORTY  
Son of Mr TAPAN CHAKRABORTY  
LN PALLY MB ROAD, P.O:- NIMTA, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN - 700049, Sex:  
Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Identifier Of Shri NARAYAN DAS MONDAL, Smt  
GAYATRI MONDAL, Shri MADHAB MONDAL, Smt GAYATRI MONDAL, Shri SANJAY GUPTA

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Shri NARAYAN DAS MONDAL	M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED-2.26875 Dec
2	Smt GAYATRI MONDAL	M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED-2.26875 Dec
3	Shri MADHAB MONDAL	M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED-2.26875 Dec
4	Smt GAYATRI MONDAL	M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED-2.26875 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Shri NARAYAN DAS MONDAL	M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED-9.28125 Dec
2	Smt GAYATRI MONDAL	M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED-9.28125 Dec
3	Shri MADHAB MONDAL	M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED-9.28125 Dec
4	Smt GAYATRI MONDAL	M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED-9.28125 Dec

**Transfer of property for L3**

Sl.No	From	To. with area (Name-Area)
1	Shri NARAYAN DAS MONDAL	M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED-6.1875 Dec
2	Smt GAYATRI MONDAL	M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED-6.1875 Dec
3	Shri MADHAB MONDAL	M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED-6.1875 Dec
4	Smt GAYATRI MONDAL	M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED-6.1875 Dec

**Transfer of property for L4**

Sl.No	From	To. with area (Name-Area)
1	Shri NARAYAN DAS MONDAL	M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED-6.6 Dec
2	Smt GAYATRI MONDAL	M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED-6.6 Dec
3	Shri MADHAB MONDAL	M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED-6.6 Dec
4	Smt GAYATRI MONDAL	M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED-6.6 Dec

**Transfer of property for L5**

Sl.No	From	To. with area (Name-Area)
1	Shri NARAYAN DAS MONDAL	M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED-8.25 Dec
2	Smt GAYATRI MONDAL	M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED-8.25 Dec
3	Shri MADHAB MONDAL	M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED-8.25 Dec
4	Smt GAYATRI MONDAL	M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED-8.25 Dec





## Land Details as per Land Record

District: North 24-Parganas, P.S.-: Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Ghuni

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 2712(Corresponding RS Plot No:- 2712), LR Khatian No:- 1031	Owner:श्रीश्रीश्री श्री शर्मा, Gurdian:श्रीश्रीश्री शर्मा, Address:पिन, Classification:शुद्ध, Area:0.470000000 Acre,
L2	LR Plot No:- 2712(Corresponding RS Plot No:- 2712), LR Khatian No:- 2493	
L3	LR Plot No:- 2710(Corresponding RS Plot No:- 2710), LR Khatian No:- 2095	Owner:श्रीश्रीश्री श्री शर्मा, Gurdian:श्रीश्रीश्री शर्मा, Address:पिन, Classification:शुद्ध, Area:0.330000000 Acre,
L4	LR Plot No:- 2714(Corresponding RS Plot No:- 2714), LR Khatian No:- 156	
L5	LR Plot No:- 2711(Corresponding RS Plot No:- 2711), LR Khatian No:- 2492	Owner:श्रीश्रीश्री श्री शर्मा, Address:पिन, Classification:शुद्ध, Area:0.290000000 Acre,

Endorsement For Deed Number : I - 152301537 / 2017

On 21-02-2017

Certificate of Market Value(WB PUVI rules of 2003)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 12,24,20,549/-



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

On 22-02-2017

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

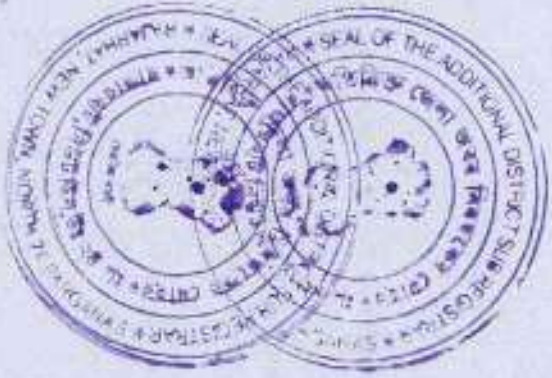
Presented for registration at 18:00 hrs on 22-02-2017, at the Private residence by Shri SANJAY GUPTA ..

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

Execution is admitted on 22/02/2017 by 1. Shri NARAYAN DAS MONDAL, Son of Late JOGESH CHANDRA MONDAL, GOURANGANAGAR, P.O: GOURANGANAGAR, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by Profession Retired Person, 2. Smt GAYATRI MONDAL, Wife of Shri NARAYAN DAS MONDAL, GOURANGANAGAR, P.O: GOURANGANAGAR, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by Profession House wife, 3. Shri MADHAB MONDAL, Son of Late HARI DAS MONDAL, GOURANGANAGAR, P.O: NEW TOWN, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by Profession Business, 4. Smt GAYATRI MONDAL, Wife of Late HARI DAS MONDAL, GOURANGANAGAR, P.O: GOURANGANAGAR, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by Profession House wife

Identified by Mr ARPAN CHAKRABORTY, ., Son of Mr TAPAN CHAKRABORTY, L N PALLY M B ROAD, P.O: NIMTA, Thana: Nimta, North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Service





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

Execution is admitted on 22-02-2017 by Shri SANJAY GUPTA, DIRECTOR, M/S ASTDURGA CONSTRUCTION PRIVATE LIMITED, DWARKA VEDMANI AD 169 SECTOR I SALT LAKE CITY, P.O:- SECH BHAWAN, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064

Indefified by Mr ARPAN CHAKRABORTY, , , Son of Mr TAPAN CHAKRABORTY, LN PALLY M B ROAD, P.O: NIMTA, Thana: Nimta, North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Service



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

**On 23-02-2017**

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 27,510/- ( B = Rs 27,489/- ,E = Rs 21/- ) and Registration Fees paid by by online = Rs 27,510/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 22/02/2017 1:47PM with Govt. Ref. No: 192016170046751461 on 22-02-2017, Amount Rs: 27,510/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 301203686 on 22-02-2017, 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 by online = Rs 74,921/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 22/02/2017 1:47PM with Govt. Ref. No: 192016170046751461 on 22-02-2017, Amount Rs: 74,921/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 301203686 on 22-02-2017, Head of Account 0030-02-103-003-02



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

**On 28-02-2017**

**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.

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 500/-  
Description of Stamp

1. Stamp: Type: Impressed, Serial no 3951, Amount: Rs.500/-, Date of Purchase: 21/02/2017, Vendor name: Mita Dutta



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







ಸರ್ಕಾರಿ ಸಂಸ್ಥೆ / PERMANENT ACCOUNT NUMBER

**AEZPM6377H**

ಸಹಿ ಹೆಸರು / NAME  
**NARAYAN DAS MONDAL**

ಪಿತೃ ಹೆಸರು / FATHER'S NAME  
**JOGESH CHANDRA MONDAL**



ಸಹಿ / SIGNATURE  
*Narayan Das Mondal*

ಜನ್ಮ ದಿನ / DATE OF BIRTH  
**12-05-1955**

*Spl. Inv.*

ಅಧಿಕಾರಿ ಹೆಸರು, (ಸಹಿ, ಮುದ್ರೆ, ಸಹಿ)  
COMMISSIONER OF INCOME-TAX, O.T. KOLKATA

*Narayan Das Mondal.*

ಇದು ಸರ್ಕಾರಿ ಸಂಸ್ಥೆ / ಸರ್ಕಾರಿ ಸಂಸ್ಥೆ ಸಹಿ ಸಂಸ್ಥೆ  
ಸಹಿ ಸಂಸ್ಥೆ ಸಂಸ್ಥೆ / ಸಂಸ್ಥೆ ಸಂಸ್ಥೆ  
ಸಹಿ ಸಂಸ್ಥೆ ಸಂಸ್ಥೆ (ಸಹಿ ಸಂಸ್ಥೆ),  
ಸಹಿ ಸಂಸ್ಥೆ,  
ಸಂಸ್ಥೆ - 700 066.

In case this card is lost/damaged, kindly inform/return to  
the issuing authority :  
Joint Commissioner of Income-tax, Systems & Technology,  
F-7,  
Chowringhee Square,  
Calcutta- 700 066.







Sagyabhi Mondal.





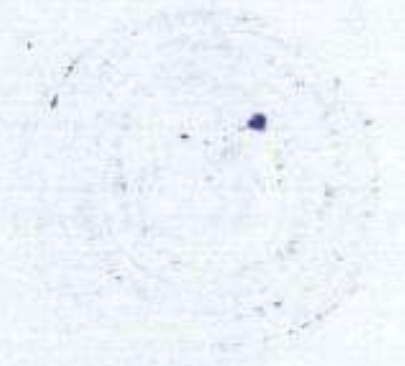






भारतीय राजस्व INCOME TAX DEPARTMENT भारतीय सरकार GOVT. OF INDIA	
नॉन रिजिस्टर्ड NONREGPAL NONREGAL 01/04/1948 Permanent Account Number BOEPN7677E	 
Signatures 	

*योगेश मोदी*



In case this card is lost/ found, kindly inform / return to :  
 Income Tax PAN Section East, LITTSB,  
 Plot No. A, Sector 11, CBD Madhapur,  
 Near Madhapur - 400 614.  
 You may be asked to give police report if/when  
 report for this card is received.  
 Date: 2. 12. 2011  
 Tel: 944 940 334





स्थायी खाता संख्या / PERMANENT ACCOUNT NUMBER

ADRP63270



नाम / NAME  
SANJAY KUMAR GUPTA

पिता का नाम / FATHER'S NAME  
GOPAL PRASAD GUPTA

जन्म तिथि / DATE OF BIRTH  
12-01-1973



हस्ताक्षर / SIGNATURE

*Sanjay Gupta*

*BE/12/20*

आयकर अधिकारी, ए.ए.ए.ओ.  
COMMISSIONER OF INCOME-TAX, W.B. - XI



येन कार्ड के साथ / फोटो कार्ड पर फुल नाम और मोबाइल नंबर लिखवाए जायेगा / मोबाइल नंबर के साथ कार्ड पर फुल नाम लिखवाए जायेगा।  
धन्यवाद,  
सहायक आयुक्त,  
कलकत्ता - 700 008

In case this card is forwarded kindly inform to the issuing authority :

Joint Commissioner of Income-tax System & Taxation, Kolkata

7-7,

Chatterjeejee Square,

Kolkata- 700 008.





Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1523-2017, Page from 46087 to 46153  
being No 152301537 for the year 2017.



Digitally signed by DEBASISH DHAR  
Date: 2017.03.02 15:33:34 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 02-03-2017 15:33:32  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
West Bengal.

(This document is digitally signed.)