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Certified that the document is admitted to registration. The aignature sheets and the endorsement sheets attached with this document are the part at this documents.

District Sub-Registrar-1

District Sub-Register Howrah

DEVELOPMENT AGREEMENT 2 1 JUN 2018

THIS DEVELOPMENT AGREEMENT made of this 21 day of June, 2018 BETWEEN SRI BIRENDRA NATH HALDER (PAN NO. ABFPH9879L), Son of Sri Radha Raman Halder, Ly faith-Hindu, by occupation - Business, residing at Vill. Swastinagar, P.O. Panihati, P.S. Khardah, Dist. 24 Pargana (North), Kolkata - 114, hereinafter referred to as the "OWNER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, representatives and assigns) of the ONE PART.

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

SRN:

19-201819-025123639-1

Payment Mode

Online Payment

GRN Date: 21/06/2018 13:44:16

Bank:

State Bank of India

BRN:

IK00QKQDF7

BRN Date: 21/06/2018 13:44:48

DEPOSITOR'S DETAILS

ld No.: 05011000165093/3/2018

[Query No/Query Year]

Name:

Dream High Builders

Contact No.:

Mobile No.:

+91 9831180074

E-mail:

Address:

College Road Shibpur Howrah 3

Applicant Name:

Mr Arihant Malu

Office Name:

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

Payment No 3

PAYMENT DETAILS

Amount[₹ Head of A/C Identification Head of A/C SI. Description No. No. 0030-02-103-003-02 7010 Property Registration- Stamp duty 05011000165093/3/2018 46 Property Registration-Registration 0030-03-104-001-16 05011000165093/3/2018

Total

7056

In Words:

Rupees Seven Thousand Fifty Six only

FORM FOR TEN FINGER IMPRESS

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AND

M/S DREAM HIGH BUILDERS (PAN NO. DDWPM3470C), a Partnership firm represented by both of its Partners 1) SRI ARIHANT MALU (PAN NO. AHOPM8376N), Son of Sri Motilal Malu, & 2) SRI MOTILAL MALU (PAN NO. ADLPM9851D), Son of Late Dr. Manick Chand Malu, both by caste Hindu, both by occupation Business, having their office at 46/1, College Road, P.S. Shibpur, Dist. Howrah - 711103 hereinafter referred to as the "DEVELOPER" (which terms and expression shall unless repugnant to the subject or context to be deemed to include his successors interest, representatives and assigns) of the OTHER PART.

whereas the Vendor as the sole and absolute owner & absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the one pucca structure measuring about 1500 Sq.feet having tenants situated on the piece or parcel of land containing by estimation an area of 17 (Seventeen) Decimals comprised in Mouza - Andul, R.S. Dag No. 241 under R.S. Khatian No. 265 corresponding to L.R. Dag No. 269 under L.R. Khatian No. 2659, J.L. No. 29, P.S. Sankrail, Dist. Howrah more fully and described in the schedule hereunder written and hereinafter for the sake of brevity collectively referred to as the "Said Property".

AND WHEREAS the Owner has decided to develop the property and so willing to develop the proposed building in the banner & style i.e. M/S DREAM HIGH BUILDERS as per the plan that may be sanctioned by the Howrah Zilla Parishad.

AND WHEREAS it has been agreed by and between the parties to this agreement that the Developer shall develop the property into (G+IV) storied or above commercial cum residential project described in the schedule below in the manner provided here under as agreed by and between the parties hereto.

NOW THIS AGREEMENT OF JOINT VENTURE WITNESSES the owner will get 25% of the constructed area with super built up in the mode of self content flat, shop etc. with habitable condition in any floor within (G+IV)/(G+V) storied building and the remaining 75% constructed area with super built up belongs to the Developer within Ground to 4th floor of the newly constructed building.

AND WHEREAS it is to be mentioned that some tenants had engaged some space for their business activity measuring about 1500 Sq.feet in the schedule motioned property. The Developer will rehabilated them by their own cost in the proposed building. The Owner could not responsible for the same but the tenanted area will be deducted from Owner's allocated portion of 25%.

If the Developer surrender the tenancy by paying money to the tenants, in that case the occupied area of tenant will be solely kept by the Developer in his occupation and the Owner treat this area of his occupied 25% area and the area of tenant will be debited from the Owner's area.

It is to be also mentioned that the Developer has to construct proper foundation work to construct (G+IV)/(G+V) storied building. The structural Engineer also certifies the stability certificate and the Developer is sole responsible for implementation of such construction. The Developer allows to deal with in any manner like sale and transfer to any third party save and except the Owner's portion & tenanted portion of the proposed building and it is agreed between both of them that the Construction of building will be completed within 12 months from the date of getting sanctioned plan from Howrah Municipal Corporation.

That the Owner had already mortgaged the land with Allahabad Bank, Hind motor Branch. The Builder will clear the dues of loan part by part as simultaneously sales of his portion and proportionately after taking an N.O.C from the Bank & sale the flat / Shop / Godowns etc.

ARTICLE I: DEFINITIONS unless otherwise provided in this agreement in an express manner.

- Premises shall mean the piece or parcel of land containing by estimation an area of 17 (Seventeen) Decimals comprised in Mouza Andul, R.S. Dag No. 241 under R.S. Khatian No. 265 corresponding to L.R. Dag No. 269 under L.R. Khatian No. 2659, J.L. No. 29, P.S. Sankrail, Dist. Howrah more fully and particularly mentioned and described in the schedule hereunder written and hereinafter for the sake of brevity collectively referred to as the "said property".
- 2. **Building** shall mean a multistoried building to be constructed as per plan to be sanctioned from the Howrah Zilla Parishad on the said premises.
- Owner and Developer shall mean and include their respective transferees and assignees.
- 4. **Common facilities** shall mean and include corridors, stairways landings, water reservoir, Pump room, Passages, ways, drainage, sewerages, septic chambers, outer walls, foundations and the main walls, columns, beams, open side spaces, drain water pipes, electric meter room & its installations and other spaces and facilities whatsoever required for the establishment location enjoyment provision, maintenance management of the building or common spaces.
- Saleable Space shall mean the space in the building available for independent use and occupation after making due provision for common spaces and facilities and the spaces required therefore.

- 6. Owners Allocation shall mean the Owner will allocated 25% of the constructed area with super built up on any floor of the proposed building in the form of completely habitable residential unit along with existing tenants rehabilitation in the form of shops, Godown etc. which is about more than 1500 Sq.feet (app).
- 7. <u>Developers Allocation/ Consideration</u> shall mean the balance 75% constructed area as per sanction plan with super built up of the proposed building.
- 8. Building Plan shall mean the Plan for construction of the building that would be submitted to and sanctioned by the Howrah Zilla Parishad and shall also include all the modification and amendments thereto as may be legally done, caused or effected by the Developer. All fees in the form of sanction fees, development fees and penalty deviations if any will be borne by the Developer.

Article II: TITLE, IDENTITES AND REPRESENTATIONS: The OWNERS hereby declares and covenants with the Developer as follows:

- That the owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the said premises.
- 2. Their is no attachment under the Income tax Act or under any provision of the Public Debt Recovery Act in respect of the said premises or any part thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owner or any other person to the knowledge of the Owner. The said property is free from all encumbrances.
- That the owner have absolute right and authority to enter into the Agreement with the Developer in respect of the said premises.
- 4. That the Developer hereby agrees and undertakes to indemnify and keep indemnified the owner from and against any and all actions, charges, liens, claims, encumbrances and mortgages or from the possessory rights of any third party in the said premises arising out

of due to the negligence or non-compliances of any law, bye-law, rules and regulations of the Howrah Zilla Parishad and other statutory or local bodies as the case may be and shall be responsible and answerable for any deviation, omission, violation and /or breach of any agreement in relation to the construction of the building. The Developer shall pay all costs and charges in this regard.

Article III: DEVELOPER'S RIGHT TO CONSTRUCTION

- 1. The Owner hereby grants exclusive right to the Developer to build upon and to commercially exploit the said premises in any manner as the Developer may think fit by constructing a building thereon, on the basis of sanction plan/ or As Made Plan. However, in doing so the developer will have to abide by the rules and regulations of the Howrah Zilla Parishad and the building plan sanctioned by Howrah Zilla Parishad after paying its penalties or fees as applicable.
- 2. The Owner shall at the cost of the Developer submit the building plan to the Howrah Zilla Parishad or any other competent body or authority for sanction, permission, clearance or approval of such plans as shall or may be required for the construction of the building on the said premises.
- 3. The Developer bear all costs for making the plan sanctioned and also expenses for getting the building plan sanctioned and as may become payable to the Howrah Zilla Parishad or any other competent body or authority and as may be necessary to comply with any permission, clearance or approval of such plans.
- 4. All applications, plans and other papers and documents referred to in the earlier paragraphs shall be submitted in the name of the Owners of the premises at the cost of the Developer and the Developer shall pay and bear all expenses for submission of the plan etc. and other allied and ancillary fees, charges and expenses

- 2. That the Owner shall be entitled to sell, gift transfer and all kind of transfer and/or otherwise deal with the Owner's allocation.
- 3. The Developer shall be entitled to sell, transfer and/or otherwise deal with the Developer's allocation without interference or obstruction from the Owner and/or any other person claiming under them and for that purpose the Developer shall be entitled to enter into the agreements in the name of the Owner with further clarification or confirmation from the Owner shall be necessary. In case of any deviation in the construction from the sanctioned plan, the Developer shall remain solely responsible to the Zilla Parishad and in such case the Developer shall be entitled to deal with all such deviated area in its sole capacity to the exclusion of the Owner and liable from all aspects.
 - 4. That the roof of the newly construction building belong to the Developer. If the Developer make further construction over the newly constructed building in that case the terms & conditions will be the same & the Developer must complete the construction within 1 (One) year further after starting of the work.

Article VII: CONSIDERATION

- In consideration of the Developer's having agreed to build, erect and complete the building and to make available the Owner's allocation, the Developer shall be entitled to be the sole Owner in respect of the Developer's allocation and also to have a proportionate share and interest in the land comprised in the said premises.
- That the Developer shall get whatever may be salvaged from demolition of the existing structure except the rubbish charges.
- 3. After the completion of the project the Owners shall execute Deed(s) of Conveyance for the undivided proportionate share of land under the Developer's allocation in favour of the Developer.

- 4. The Owners hereby agree to abide by all the rules and regulations of such management society / association / organization as may be created or formed by the Owner of the flats in the building and
- That in case of construction of (G+IV) after obtaining sanction plan,
 Lift is to be introduced by the Developer in the said property.

Article VIII: ARBITRATION

In case of any dispute, difference or questions arising between the parties with regard to interpretation, meaning or scope of this agreement or any right, duty or liability of the parties under the agreement or out of this agreement or any matter whatsoever concerning this agreement, the same shall be referred to and decided by joint arbitrator, each from the both parties whose decision and award shall be final and binding upon the parties. The said Arbitration shall be governed and guided by the provisions laid down in the Arbitration and Conciliation Act, 1996.

SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land admeasuring 17 (Seventeen) decimals comprised in in Mouza – Andul, R.S. Dag No. 241 under R.S. Khatian No. 265 corresponding to L.R. Dag No. 269 under L.R. Khatian No. 2659, J.L. No. 29, P.S. Sankrail, Dist. Howrah together with all easement rights of the said property situated within the jurisdiction of the office of the Additional District Sub-Registrar Ranihati & District Sub-Registrar, Howrah and the property is butted & bounded as follows:-

On the North : Land & House of Sanu Bhattacharya

On the South : Land & House of Late Bistu Charan Ghosh & others

On the East : 12 feet wide Andul market Road

On the West

: Land of Bhattacharya

DESCRIPTION REGARDING FINISHING OF FLATS WHICH OWNERS SHALL POSSES

KITCHEN: The flooring in the kitchen shall be made of Spartek tiles and the cooking platform will be made of Black Marble stone. The sink will be of stainless steel. There will be two taps in the kitchen, one over the sink and another at 2'-6" height.

Glazed tiles above the kitchen platform will be fitted in the wall below the kitchen platform (cooking platform) the wall will be provided by Block Madras Stone, provisions for exhaust fans would be provided in kitchen. R.C.C. bunk also be provided in the kitchen room.

TOILETS: The flooring in the toilets will be of good quality of marble. Indian type of toilet will be provided with Indian Pan, chrome steel (ESSCO) shower and taps (2 Nos.) the India Pan shall be fitted 6" above in height in the same floor level pan will be of 2' in size made of good manufacturer and will be in colour matching with floor. There will be one urinal in the toilet for make use. There will be providing also two basins inside and outside of the toilet. The other toilet will be provided with one Anglo Indian Commode, one Urinal, one small basin, chrome steel, shower and taps (2 nos.), and also one tap for geisure. There will be also one basin outside of the toilet, the walls of the toilets will be of Glazed tile.

DINING ROOM: One Basin will be provided in the dining space with one tap and glazed tiles is to be fixed on the walls above the basin. R.C.C. bunk also be provided in the Dining room.

DOORS & WINDOWS: Door frame will be made of good quality of sal wood and all door shutters will be made of water proof ply wood good quality lock

will be provided on the main door of the flats. All doors will be provided with brass bath bolt main door shutters of the flat will be made of water proof ply wood and the door shutter of the bath room will be made of P.V.C. or Syntax. Windows also will be made of Aluminium sliding fitted with non visible glass.

<u>WALL & CEILING</u>: Inside walls and ceilings will be made of cement plastered and finished with one coat of plaster of Paris/putty one coat of primer and two coats of acrylic distemper colour of choice.

WATER SUPPLY: 24 hours constant water supply will be provided from the underground reservoir and overhead reservoir for regular supply. All pipes lines of good quality G.I. pipes must be provided.

ELECTRIFICATION: PVC wiring fully concealed

- (a) 5 amp with light points two nos. each for bed rooms, drawing room, dining room and one no. each for kitchen toilet and verandah must be provided.
- b) 5 amp. Plug point one no each for bed rooms/ dining room/ drawing room to be placed on switch board 3 nos. 5 amp. Plug point for T.V. & others at drawing room or in the dining room to be placed.
- c) FAN POINT: One each for bed rooms drawing/ dining and two fan points will be provided for dining cum drawing room exhaust fan points in kitchen and toilets to be provided. One geyser point in each flat to be provided in western style bath room. One 15 amp. Plug point to be provided each for drawing dining and kitchen.

GRILL COVERING & COLLAPSIBLE GATE: Grill covering shall be provided at the verandah & windows covered with box grill and collapsible gate shall be provided at the main entrance in each flat of owners only.

ROOFING: R.C.C. slab and roof tiles base on the top of R.C.C. slab will be provided.

WATER LINE: All water line except in toilet will be of surface pipe and size will be provided standard quality of sanitary fittings and standard size will be provided.

SEWERAGE: All sewerage lines will be connected with the septic tank and/or corporation sewerage line/ surface drain system may be provided (if necessary) connecting to the road side drain.

ELECTRIC METER ROOM & PUMP ROOM: Both electric meter room & pump room will be established in good manner.

FINISHING: All outsider walls will be cement plastered, outside walls will be provided with one cement primer and two coats of weather cost of approved quality and color. All doors and windows will be painted with 2 (two) coats of ready mixed paint (Asian/ ICI) with one coat of primer.

IN WITNESS WHEREOF, the parties to this agreement have hereunto put their respective Signatures on this Deed the day, month and year first above written.

Witness:

1. Grown Basin Howrah Court

2, Sholl Signature of the Ov HONAL CAM DREAMHIGH BUILDER

Birenda North Holez

Signature of the Owner/ONE PART

DREAM HIGH BUILDERS

Signature of the Developer/OTHER PART

Proposed in my Shorter oman Angua Christia W B 730 170 Min onto

Major Information of the Deed

peed No:	1-0501-03296/2018	Date of Registration 21/06/2018		
Query No / Year 0501-1000165093/2018		Office where deed is registered		
Query Date 18/06/2018 5:23:52 PM		D.S.RI HOWRAH, District: Howrah		
Applicant Name, Address & Other Details	Arihant Malu	vrah WEST BENGAL PIN - 711103 Mahija Na		
Transaction	第15部分数0多数数数数数数	Additional Transaction		
[0110] Sale, Development A agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 1]		
Set Forth value	Para Barbaro Barbaro Barbaro	Market Value		
Rs. 10,000/-				
Stampduty Paid(SD)		Rs. 41,48,136/-		
Rs. 7,060/- (Article:48(g))		Registration Fee Paid		
Remarks		Rs. 46/- (Article:E, E, M(b), H)		

Land Details :

District: Howrah, P.S:- Sankrail, Gram Panchayat: ANDUL, Mouza: Andul

Sch No		Khatian Number	Proposed	Use	Area of Land	SetForth	Market Value (In Rs.)	Other Details
	LN-209	LR-2659	Bastu	Bastu	17 Dec		41,48,136/-	Property is on
	Grand	Total:			400			Road
-	33.011				17Dec	10,000 /-	41,48,136 /-	

Land Lord Details:

-		Photo	Fringerprint	Operation of the second
	Mr Birendra Nath Halder Son of Mr Radha Raman Halder Executed by: Self, Date of Execution: 21/06/2018 , Admitted by: Self, Date of Admission: 21/06/2018 ,Place : Office			Birula Nuth Haldz
		21/06/2018	LTI 21/06/2018	24-Parganas, West Bengal, India, PIN

Joper Details :

Name, Address, Photo, Finger print and Signature

Dream High Builders

46/1, College Road, P.O:- B Garden, P.S:- Shibpur, Howrah, District:-Howrah, West Bengal, India, PIN - 711103, PAN No.:: DDWPM3470C, Status:Organization, Executed by: Representative

Name	Photo	Finger Print	Signature
Mr Arihant Malu Son of Mr Motilal Malu Date of Execution - 21/06/2018, , Admitted by: Self, Date of Admission: 21/06/2018, Place of			Ani x rom-
Admission of Execution: Office	TOTAL SECTION OF THE PARTY OF T	The state of the s	The state of the s
Indiado O Mala D. Cooto	LIBRALL CAMPILINATE		strict:-Howrah, West Bengal, India, PI tizen of: India, , PAN No.:: eam High Builders (as partner)
Indiado O Mala D. Cooto	Garden, P.S Shil	ppur, Howrah, Di	strict:-Howrah, West Bengal, India, PI
711103, Sex: Male, By Caste AHOPM8376N Status : Repre	Garden, P.S Shitt Hindu, Occupation esentative, Representative	ppur, Howrah, Di on: Business, Cit sentative of: Dre	strict:-Howrah, West Bengal, India, Pl tizen of: India, , PAN No.:: eam High Builders (as partner)

a, PIN - 711101, Sex: Male, By alder, Mr Arihant Malu, Mr
21/06/2018

Transfer of property for L1					
SI.No	From	To. with area (Name-Area)			
1	Mr Birendra Nath Halder	Dream High Builders-17 Dec			

Land Details as per Land Record

District: Howrah, P.S:- Sankrail, Gram Panchayat: ANDUL, Mouza: Andul

Sch No	Plot & Khatian Number	Details Of Land
L1		Owner:বীরেন্দ্র নাথ হালদার, Gurdian:রাধারমন, Address:পানিহাটি,কলকাতা 114, Classification:দোকান, Area:0.17000000 Acre,

Endorsement For Deed Number: I - 050103296 / 2018

On 18-06-2018

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 41.48.136/-

Japan Somil

Tapas Dutta
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R.-I HOWRAH

Howrah, West Bengal

On 21-06-2018

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 14:16 hrs on 21-06-2018, at the Office of the D.S.R.-I HOWRAH by Mr Motilal Malu ...

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

Execution is admitted on 21/06/2018 by Mr Birendra Nath Halder, Son of Mr Radha Raman Halder, Swastinagar, P.O. Panihati, Thana: Khardaha, , North 24-Parganas, WEST BENGAL, India, PIN - 700114, by caste Hindu, by Profession Business

Indetified by Mr Gour Barui, , , Son of Late Upananda Barui, Howrah Court, P.O: Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 21-06-2018 by Mr Arihant Malu, partner, Dream High Builders (Others), 46/1, College Road, P.O:- B Garden, P.S:- Shibpur, Howrah, District:-Howrah, West Bengal, India, PIN - 711103

Indetified by Mr Gour Barul, , , Son of Late Upananda Barul, Howrah Court, P.O: Howrah, Thana: Howrah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Execution is admitted on 21-06-2018 by Mr Motilal Malu, partner, Dream High Builders (Others), 46/1, College Road, P.O:- B Garden, P.S:- Shibpur, Howrah, District:-Howrah, West Bengal, India, PIN - 711103

Ified by Mr Gour Barui, , , Son of Late Upananda Barui, Howrah Court, P.O: Howrah, Thana: Howrah, , City/Town: WRAH, Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

ayment of Fees

Certified that required Registration Fees payable for this document is Rs 46/- (E = Rs 14/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 46/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/06/2018 1:44PM with Govt. Ref. No: 192018190251236391 on 21-06-2018, Amount Rs: 46/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00QKQDF7 on 21-06-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,010/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 7,010/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3447, Amount: Rs.50/-, Date of Purchase: 21/06/2018, Vendor name: S Mayur Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/06/2018 1:44PM with Govt. Ref. No: 192018190251236391 on 21-06-2018, Amount Rs: 7,010/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00QKQDF7 on 21-06-2018, Head of Account 0030-02-103-003-02

Japan Some

Tapas Dutta
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R.-I HOWRAH
Howrah, West Bengal

Jicate of Registration under section 60 and Rule 69.
Jistered in Book - I
olume number 0501-2018, Page from 104815 to 104839
being No 050103296 for the year 2018.



Japan Some

Digitally signed by TAPAS DUTTA Date: 2018.06.26 13:59:13 -07:00 Reason: Digital Signing of Deed.

(Tapas Dutta) 6/26/2018 1:57:50 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R.-I HOWRAH West Bengal.

(This document is digitally signed.)