

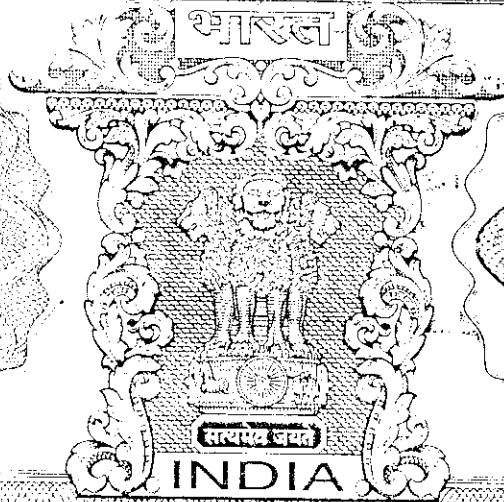
0343 2019

भारतीय गैर न्यायिक

पचास

रुपये

₹.50



FIFTY
RUPEES

₹.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

A.R.A.
IV

Z 001766

1904

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737599/19

Additional Registrar of
Assurances-IV, Kolkata

Certified that the Document is admitted to
Registration. The Signature Sheet and the
endorsement sheets attached to this document
are the part of this Document.

[Signature]
Additional Registrar
of Assurances-IV, Kolkata

14 MAY 2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE
14th DAY OF May, 2019 A.D.

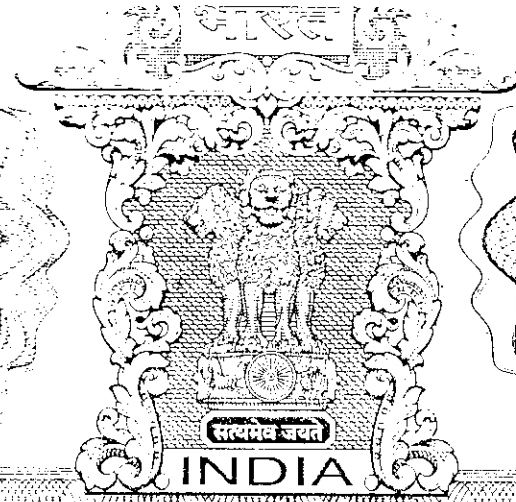
BETWEEN

भारतीय गैर न्यायिक

पचास

रुपये

₹.50



FIFTY
RUPEES

₹.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Z 001769

2

MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED,
[PAN - AAKCS1255L], being an existing company within the meaning
of the Companies Act, 2013 having its registered office at Hotel Arya
H.B. Road, P.S.- Lalpur,, Ranchi-834001 in the state of Jharkhand,

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

GRN : 19-201920-001397800-1
GRN Date : 13/05/2019 19:08:49
BRN : 799708086
Payment Mode : Online Payment
Bank : HDFC Bank
BRN Date : 13/05/2019 19:10:11

DEPOSITOR'S DETAILS

Id No. : 19040000737599/6/2019
[Query No./Query Year]

Name : Bikram Hazra
Contact No. : 9564460111 Mobile No. : +91 8170017961
E-mail : BIKRAMHAZRA@YAHOO.COM
Address : VILLBANDRAPOGOPALPURDISTPACHIM BARDHAMAN
Applicant Name : Mr FALGUNI CHATTERJEE
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
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	19040000737599/6/2019	Property Registration- Stamp duty	0030-02-103-003-02	74921
2	19040000737599/6/2019	Property Registration- Registration Fees	0030-03-104-001-16	11

Total

In Words : Rupees Seventy Five Thousand Twenty One only

75001




ELECTION COMMISSION OF INDIA
ভারতের নির্বাচন কমিশন

IDENTITY CARD HSV3130713
পরিচয় পত্র



Elector's Name Rabindra Shankar Banerjee

নির্বাচকের নাম রবীন্দ্র শঙ্কর ব্যানার্জী

Father's Name Mihir Banerjee

পিতার নাম মিহির ব্যানার্জী

Sex M

লিঙ্গ পুং

Age as on 1.1.2005 24

১.১.২০০৫-এ বয়স ২৪

Address:
99 / 3 Jadab Ghosh Road 127 Thakurpukur South 24 -
Parganas 700061

ঠিকানা :
৯৯/৩ যদব ঘোষ রোড ১২৭ ঠাকুরপুর দক্ষিণ ২৪ পরগণা ৭০০০৬১

Facsimile Signature
Electoral Registration Officer
নির্বাচক নিবন্ধন আধিকারিক

Assembly Constituency: 113-Behata West

বিধানসভা নির্বাচন কেন্দ্র : ১১৩-বেহালা পশ্চিম

District: South 24 - Parganas জেলা: দক্ষিণ ২৪ পরগণা

Date: 16.03.2005 তারিখ: ১৬.০৩.২০০৫

RABINDRA SANKAR BANERJEE

3

having its correspondence office at 35, Kalighat Road, Matrika Apartment Ground floor, P.O. & P.S. Bhawanipur, Kolkata -700025 represented by its Director SRI SANDEEP SAHU @ SRI SANDEEP KUMAR SAHU, son of Sri Gopal Prasad Sahu, by virtue of relevant resolution passed by its Board of Directors which is represented by its Constituted Attorney **FALGUNI CHATTERJEE. PAN APIPC7793K**, wife of Pradip Chatterjee, by faith Hindu, by occupation Service, residing at 146A, Dewangazi Road, Swapnaraj, Flat No. 301, 2nd Floor, Bally, Howrah - 111201, by virtue of registered Power of Attorney dated 13.12.2017, registered in the office of A.D.S.R. Alipore recorded in Book No.IV, Volume No.1605-2017, Pages 17204 to 17223, Being No.160501045 for the year 2017 and by virtue of registered Power of Attorney dated 14.08.2015 registered in the office of A.D.S.R. Alipore recorded in Book No.IV, Volume No.1605-2015, Pages 7620 to 7636, Being No.160501107 for the year 2015, hereinafter referred to and called as “**LANDOWNER**” (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor, successor-in-office legal representatives, representatives, executors, administrators, successors and assigns) of the **FIRST PART**

AND

N.N. CONSTRUCTION [PAN:- ADFPH3818M] (a Proprietorship firm) having its office at Balaka Park, Bidhannagar, P.O. ABL & P.S. New Township, Durgapur, pin:713206, Paschim Burdwan represented by its **Proprietor MR. BIKRAM HAZRA [PAN: ADFPH3818M]** S/o Sri. Nirad Baran Hazra by faith hindu, by occupation business residing at OCD-2, North JN Avenue, P.O. Amrabati & P.S. Durgapur, Dist- Paschim Bardhaman, the “**DEVELOPER**” (which terms or expression shall unless excluded by or repugnant to the context be deemed to

mean and include its successor in office legal representatives, administrators, executors and assigns) of the **SECOND PART**

WHEREAS by virtue of deed of sale dated 21st April 2015 registered in the office of A.D.S.R. Durgapur, recorded in Book No.I, CD Volume No.13, Page from 897 to 909 being No.02889 for the year 2015 one (1) SRI JOYDEV GHOSH, (2) SRI BIJOY GHOSH, (3) SRI AJOY GHOSH all are sons of Late Fakir Ghosh, (4) SMT, HENA MONDAL Daughter of Late Fakir Ghosh, Wife of Sri Dulal Mondal, (5) SRI RABILOCHAN @ SRI ANIL KUMAR GHOSH, (6) SRI AMAR GHOSH @ MARU GOPE, both are sons of Late Rampada Ghosh, and all are residing at Gopalmath, Mejadihi Plot, P.O. Durgapur-17, P.S.- Durgapur, Dist- Burdwan, West Bengal, jointly sold, conveyed and transferred ALL THAT piece and parcel of land measuring about an area **65 (SIXTY FIVE) Decimals** under D.M.C. Area, at Mouza - Gopalmath, J.L.No.- 3, Khatian No.- R.S.-57 (FIVE SEVEN), L.R.- 366 (THREE SIX SIX), 526 (FIVE TWO SIX), 3 (THREE), Plot No.- R.S.- 488 (FOUR EIGHT EIGHT), L.R.- 452 (FOUR FIVE TWO), Classification -Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan in favour of **MESSRS. HOUSE & BRIDGE (INDIA) PRIVATE LIMITED and MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED.**

AND WHEREAS one Smt Nanda Rani Mondal Wife of Late Rasamoy Mondal, vide Deed No.- 1-1172/1995 of A.D.S.R. Durgapur purchased 21 (TWO ONE) Decimals land under D.M.C. Area, at Mouza - Gopalmath, J.L.No.- 3, Khatian No.- R.S.-57 (FIVE SEVEN), L.R.- 274 (TWO SEVEN FOUR), Plot No.- R.S.- 487/1035 (FOUR EIGHT SEVEN bata ONE ZERO THREE FIVE), L.R.- 430 (FOUR THREE ZERO), Classification - Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan from Sri Ananda Pal, S/o. Lt. Gobinda Pal, and as L.R. record of rights in her name and after the

death of said Nanda Rani Mondal, her legal heirs **(1) SRI SIBARAM MONDAL (2) SRI MANESH MONDAL** became the joint owners of the said property.

AND WHEREAS by virtue of deed of sale dated 23.07.2015 registered in the office of A.D.S.R. Durgapur, recorded in Book No.1, Volume No. 0206-2015 pages from 37114 to 37128 being No. 020605490 for the year 2015 said **(1) SRI SIBARAM MONDAL, (2) SRI MANESH MONDAL**, both are sons of Late Rasamoy Mondal, and residing at Sujara Plot, Gopalmath, P.O.- Gopalmath, Durgapur-17, P.S.-Durgapur, Dist.- Burdwan, West Bengal, Pin No.- 713217, jointly sold, conveyed and transferred **ALL** THAT piece and parcel of land measuring about an area **21 (TWO ONE) Decimals** under D.M.C. Area, at Mouza - Gopalmath, J.L.No.- 3, Khatian No.- R.S.-57 (FIVE SEVEN), L.R.- 274 (TWO SEVEN FOUR), Plot No.- R.S.- 487/1035 (FOUR EIGHT SEVEN bata ONE ZERO THREE FIVE), L.R.- 430 (FOUR THREE ZERO), Classification - Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan in favour of **MESSRS. HOUSE & BRIDGE (INDIA) PRIVATE LIMITED** and **MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED**.

AND WHEREAS by virtue of deed of sale dated 6th May 2015 registered in the office of A.D.S.R. Durgapur recorded in Book No.1, volume No. 0206-2015 pages from 4051 to 4069 being No. 020603349 for the year 2015 one **1) SRI SUDHIR KUMAR GHOSH, (2) SRI ADHIR KUMAR GHOSH, (3) SRI SUSANTA KUMAR GHOSH @ SUSANTA GHOSH** all are sons of Manu Ghosh, all are residing at Gopalmath, Mohanpur Plot, P.O. Durgapur-17, P.S.- Durgapur, Dist.- Burdwan, West Bengal jointly sold, conveyed and transferred **ALL THAT** piece and parcel of land in the NORTH side, measuring about an area **16.5 (SIXTEEN POINT FIVE) Decimals**, under D.M.C. Area, at Mouza - Gopalmath, J.L.No.- 3, Khatian No. R.S.- 54 (FIVE FOUR),

L.R.- 691 (SIX NINE ONE), 38 (THREE EIGHT), 692 (SIX NINE TWO), Plot No.- R.S.- 512(FIVE ONE TWO), L.R.- 437 (FOUR THREE SEVEN), Classification - Baid, P.O. Durgapur-713217, P.S. Durgapur, A.D.S.R. Durgapur, Dist. Burdwan in favour of MESSRS. HOUSE & BRIDGE (INDIA) PRIVATE LIMITED and MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED.

AND WHEREAS by virtue of a deed of sale vide book no I deed no I-00254 for the year 2014 **TIMES VANIJYA PRIVATE LIMITED** become the owner of Land measuring an area 69 Decimal situate at Mouza-Gopalmath, J.L.No.-54, New J.L. No.- 3, Khatian No.- 14 [ONE FOUR], L.R. Khatian No.- 974 [NINE SEVEN FOUR], R.S. Plot No.- 514(FIVE ONE FOUR), L.R. Plot No.- 451[FOUR FIVE ONE], Classification-Baid, P.S.- Durgapur, Dist.- Burdwan within Durgapur Municipal Area.

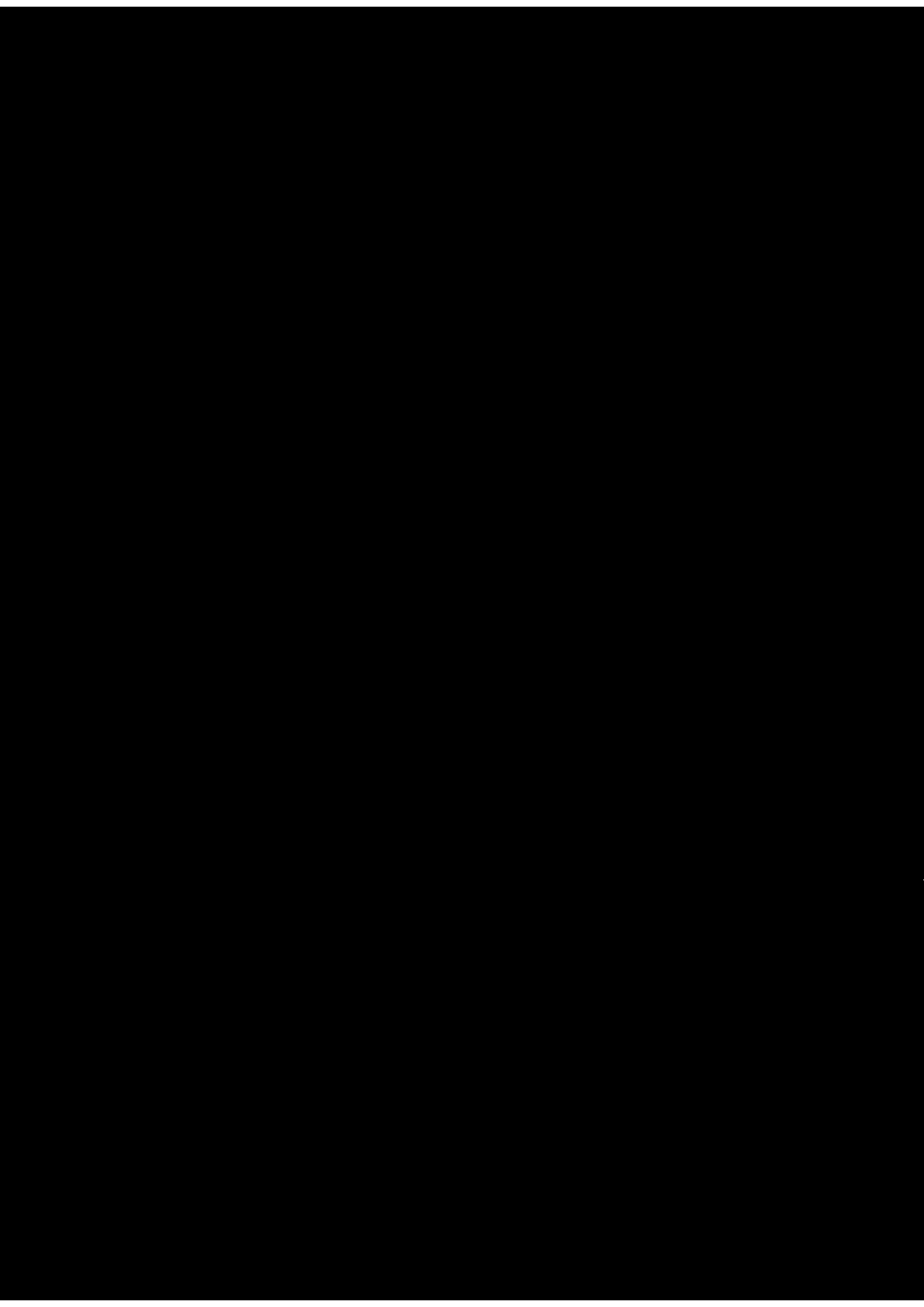
AND WHEREAS said MESSRS. HOUSE & BRIDGE (INDIA) PRIVATE LIMITED and MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED **AND** **TIMES VANIJYA PRIVATE LIMITED** mutually decided to exchanged and transferred of ownership of their aforesaid 10 cottahs landed properties.

AND WHEREAS by virtue of a deed of exchange dated 12.08.2015 registered in the office of A.D.S.R. Durgapur and recorded in Book No.1, CD Volume No. 0206-2015 page from 46787 to 46802 Being No.020606057 for the year 2015. **MESSRS. HOUSE & BRIDGE (INDIA) PRIVATE LIMITED and MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED** exchanged their ALL THAT piece and parcel of Land measuring an area 16.5 (Sixteen Point Five) Decimal or 10 (ten) cottah situate at Mouza-Gopalmath, J.L.No.-54, New J.L. No.- 3, R.S. Khatian No.- 54 [Fifty four], L.R. Khatian No.- 691, 38, 692, R.S. Plot No.- 512, L.R. Plot No.- 437 Classification-Baid, P.S.- Durgapur, Dist.- Burdwan within Durgapur Municipal Area with the property of **TIMES VANIJYA PRIVATE LIMITED**, being

an existing company within the meaning of the Companies Act, 1956 (as amended upto date) having its regd. Office at 2 No logendra kabiraj row 3rd floor P.O. & P.s.- Bhawanipore, Dist- South 24 Parganas, West Bengal. Pin - 700025 and its present Office address at 35, Kalighat Road, P.O. & P.s.- Bhawanipore, Dist-South 24 Parganas. Pin - 700025, W.B. i.e. ALL THAT piece and parcel of Land measuring an area 16.5 (Sixteen Point Five) Decimal or 10 (ten) cottah out of 69 Decimal land situate at Mouza-Gopalmath, J.L.No.-54, New J.L. No.- 3, Khatian No.- 14 [ONE FOUR], L.R. Khatian No.- 974 [NINE SEVEN FOUR], R.S. Plot No.- 514(FIVE ONE FOUR), L.R. Plot No.- 451[FOUR FIVE ONE], Classification-Baid, P.S.- Durgapur, Dist.- Burdwan within Durgapur Municipal Area.

AND WHEREAS by virtue of deed of sale registered in the office of A.D.S.R. Raniganj at Durgapur vide Deed No.2597/1983 one Kamala Kanta Mondal purchased ALL THAT piece and parcel of land measuring about an area 25 (TWENTY FIVE) Decimals out of 50 (FIFTY) Decimals, under D.M.C. Area, at Mouza - Gopalmath, J.L. No.- 3, Khatian No.- R.S.- 3 (THREE), L.R.- 112 (ONE ONE TWO), Plot No.- R.S.- 487 (P), (FOUR EIGHT SEVEN), L.R.- 429 (FOUR TWO NINE), Classification - Baid, P.O. Durgapur-713217, P.S.-Durgapur, A.D.S.R. Durgapur, Dist. Burdwan from Sri Mahadeb Batabyal son of Late Prasanna Kumar Batabyal and others and also L.R. Record of rights in the name of said Kamala Kanta Mondal.

AND WHEREAS by virtue of deed of sale dated 23.09.2015 registered in the office of A.D.S.R. Durgapur, recorded in Book No.1, Volume No. 0206-2015 pages from 60256 to 60269 being No. 020606914 for the year 2015 said **KAMALA KANTA MONDAL**, Son of Late Manohar Mondal, residing at Gopalmath, Mohanpur Plot, P.O.- Gopalmath, Durgapur-17, P.S.- Durgapur, Dist.-Burdwan, West Bengal, Pin No. 713217, sold conveyed and transferred ALL THAT piece and parcel of



land measuring about an area 25 (TWENTY FIVE) Decimals out of 50 (FIFTY) Decimals. under D.M.C. Area. at Mouza - Gopalmath, J.L. No.- 3, Khatian No.- R.S.- 3 (THREE), L.R.- 112 (ONE ONE TWO), Plot no. - R.S.- 487 (P), (FOUR EIGHT SEVEN), L.R.- 429 (FOUR TWO NINE), Classification - Baid, P.O. Durgapur-713217, P.S.-Durgapur, A.D.S.R. Durgapur, Dist. Burdwan in favour of MESSRS. HOUSE & BRIDGE (INDIA) PRIVATE LIMITED and MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED.

AND WHEREAS by virtue of deed of sale dated 30.09.2015 registered in the office of A.D.S.R. Durgapur, recorded in Book No.1, Volume No. 0206-2015 pages from 61917 to 61944 being No. 020607031 for the year 2015 one 1) **MR. HIRALAL SHAW** Son of Late Baieshwar Shaw, resident of Kada Road Wellman Colony, Durgapur-3, P.O., P.S., Sub-Divn. & A.D.S.R. Office - Durgapur, District Burdwan, West Bengal, Pin - 713203, sold conveyed and transferred **ALL THAT** piece and parcel of land measuring about an area **2.5 (TWO POINT FIVE) Cottah**, or 4.125 (FOUR POINT ONE TWO FIVE) Decimal under D.M.C. Area, at Mouza - Gopalmath, J.L. No.- 3, Khatian No.- R.S.- 57 (FIVE SEVEN), L.R.- 488, (FOUR EIGHT EIGHT), Plot No.- R.S.- 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT), Classification - Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan , (2) **MR. SANJOY BARNWAL** Son of Brahmanand Lal, resident of Ramkrishna Pally, Maingate, P.O., P.S., Sub-Divn. & A.D.S.R. Office -Durgapur, Dist.- Burdwan, West Bengal, Pin - 713203, as a Constituted Attorney holder (Vide Power of Attorney No. Book-IV-149/2013 dtd. 03.10.2013 D.S.R.-I Burdwan) of **SMT. SUSHILA DEBI**, Wife of Mr. Shyamji Mahato, resident of Kada Road Wellman Colony, Durgapur-3, P.O., P.S., Sub-Divn. & A.D.S.R. Office -Durgapur, Dist.- Burdwan, West Bengal, Pin - 713203, sold conveyed and transferred **ALL THAT** piece and parcel of land measuring about an area **2 (TWO) Cottah**. or 3.30 (THREE POINT THREE ZERO)

Decimal under D.M.C. Area. at Mouza Gopalmath, J.L. No.- 3, Khatian No.- R.S. 57 (FIVE SEVEN), L.R - 488, (FOUR EIGHT EIGHT), Plot No - R.S.- 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT), Classification - Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan, **(3) SMT. SHAILI DEVI** Wife of Mr. Bipad Mahato, resident of Kada Road Wellman Colony, Durgapur-3, P.O. P.S., Sub-Divn. & A.D.S.R. Office - Durgapur, Dist.- Burdwan West Bengal, Pin - 713203, sold conveyed and transferred **ALL THAT** piece and parcel of land measuring about an area **3 (THREE) Cottah**, or 4.95 (FOUR POINT NINE FIVE) Decimal under D.M.C. Area, at Mouza - Gopalmath, J.L. No.- 3, Khatian No.- R.S.- 57 (FIVE SEVEN), L.R.- 488, (FOUR EIGHT EIGHT), Plot No.- R.s-453 (FOUR FIVE THREE), L.R.-428 (FOUR TWO EIGHT), Classification - Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan, **(4) MR. SHYAMSUNDAR BARNWAL**, Son of Mr. Shital Barnwal, resident of Kada Road Wellman Colony, Durgapur-3, P.O., P.S., Sub-Divn. & A.D.S.R. Office - Durgapur, District -Burdwan, West Bengal, Pin - 713203, sold conveyed and transferred **ALL THAT** piece and parcel of land measuring about an area **2.5 (TWO POINT FIVE) Cottah**, or 4.125 (FOUR POINT ONE TWO FIVE) Decimal under D.M.C. Area, at Mouza - Gopalmath, J.L. No.-3, Khatian No.- R.S.- 57 (FIVE SEVEN), L.R.- 1126-(ONE ONE TWO SIX), Plot No.- R.S.- 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT), Classification - Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan, **(5) SMT. MANORMA DEVI** Wife of Late Raghunath Prasad @ Raghu Nath Lal Barnawal, resident of Kada Road Wellman Colony, Durgapur-3, P.O., P.S., Sub-Divn. & A.D.S.R. Office - Durgapur, Dist.- Burdwan, West Bengal, Pin - 713203, sold conveyed and transferred **ALL THAT** piece and parcel of land measuring about an area **2.5 (TWO POINT FIVE) Cottah**, or 4.125 (FOUR POINT ONE TWO FIVE) Decimal under D.M.C. Area. at Mouza - Gopalmath, J.L.

No - 3 Khatian No.- R.S - 57 (FIVE SEVEN), L.R - 951 (NINE FIVE ONE), Plot No.- R.S.- 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT). Classification - Baid P.O.Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan, **(6) SRI RAM PRASAD GARAI**, Son of Mr. Subodh Garai, by resident of Gyaman Colony, Durgapur-3, P.O., P.S., Sub-Divn. & A.D.S.R. Office - Durgapur, Dist.- Burdwan, West Bengal, Pin - 713203, sold conveyed and transferred ALL THAT piece and parcel of land measuring about an area 3.5 (THREE POINT FIVE) Cottah, or 5.775 (FIVE POINT SEVEN SEVEN FIVE) Decimal under D.M.C. Area, at Mouza - Gopalmath, J.L No.- 3, Khatian No.- R.S.- 57 (FIVE SEVEN), L.R.- 950 (NINE FIVE ZERO), Plot No.- R.S.- 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT), Classification - Baid, JAO. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan, **(7) MR. SHANKAR LAL BURNWAL** Son of Lt. Prabhu Lal Burnwal, resident of Kada Road Wellman Colony, Durgapur-3, P.O., P.S., Sub-Divn. & A.D.S.R. Office - Durgapur, Dist.- Burdwan, West Bengal, Pin -713203, sold conveyed and transferred ALL THAT piece and parcel of land measuring about an area **1.5 (ONE POINT FIVE) Cottah** out of 3 Cottah or 2.475 (TWO POINT FOUR SEVEN FIVE) Decimal out of 4.95 Decimals under D.M.C. Area, at Mouza - Gopalmath, J.L. No.- 3, Khatian No.-R.S.- 57 (FIVE SEVEN), L.R.- 952 (NINE FIVE TWO), Plot No.- R.S.- 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT), Classification - Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan. **(8) MRS. MUNNI DEBI BURNWAL** Wife of Mr. Shankar Lal Burnwal, resident of Kada Road ,Wellman Colony, Durgapur-3, P.O., P.S., Sub-Divn. & A.D.S.R. Office - Durgapur, Dist.- Burdwan, West Bengal, Pin - 713203, sold conveyed and transferred **ALL THAT** piece and parcel of land measuring about an area **1.5 (ONE POINT FIVE) Cottah** out of 3 Cottah or 2.475 (TWO POINT FOUR SEVEN FIVE) Decimal out of 4.95 Decimals. under D.M.C. Area, at Mouza -

Gopalmath, J.L No.- 3, Khatian No. R.S. 57 (FIVE SEVEN), L.R.- 488 (FOUR EIGHT EIGHT), Plot No.- R.S - 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT), Classification - Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan, **(9) MR. RAJENDRA BARNWAL** Son of Late Baldev Barnwal, resident of Kada Road Wellman Colony, Durgapur-3, P.O., P.S., Sub-Divn. & A.D.S.R. Office -Durgapur, Dist- Burdwan, West Bengal, Pin - 713203. sold conveyed and transferred **ALL** THAT piece and parcel of land measuring about an area **1.5 (ONE POINT FIVE) Cottah**, or 2.475 (TWO POINT FOUR SEVEN FIVE) Decimal under D.M.C. Area, at Mouza - Gopalmath, J.L No.- 3, Khatian No.- R.S.- 57 (FIVE SEVEN), L.R.- 488, (FOUR EIGHT EIGHT), Plot No.- R.S.- 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT), Classification - Baid P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan, **in total 20.5 Cottahs land** in favour of MESSRS. HOUSE & BRIDGE (INDIA) PRIVATE LIMITED and MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED.

AND WHEREAS one Srikant Burnwal, vide Deed No.- 1-3504/2012 of A.D.S.R. Durgapur purchased **ALL THAT** piece and parcel of land measuring about an area 1.25 (ONE POINT TWO FIVE) Cottah, or 2.0625. (TWO POINT ZERO SIX TWO FIVE) Decimal under D.M.C. Area, at Mouza - Gopalmath, J.L No.- 3, Khatian No.- R.S.- 57 (FIVE SEVEN), LR.-953, (NINE FIVE THREE), Plot No.- R.S. 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT), Classification - Bald, P.O. Durgapur-713217. P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan from Sri Mohit Mohan Ghatak. Son of Lt. Kishori Mohan Ghatak, and others, and also L.R. Record of Rights in the name of Srikant Burnwal.

AND WHEREAS one Smt. Niam Burnwal, vide Deed No.-1-3504/2012 of A.D.S.R. Durgapur purchased **ALL THAT** piece and

part of land measuring about an area 1.25 (ONE POINT TWO FIVE) Cottah, or 2.0625 (TWO POINT ZERO SIX TWO FIVE) Decimal under D.M.C. Area, at Mouza - Gopalmath, J.L. No. 3, Khatian No. R.S.- 57 (FIVE SEVEN), L.R.- 1104, (ONE ONE ZERO FOUR), Plot No.- R.S.- 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT). Classification - Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan, from Sri Mohit Mohan Ghatak, Son of Late Kishori Mohan Ghatak, and others and also L.R. Record of Rights in the name of Smt. Nilam Burnwal.

AND WHEREAS one Binod Prasad Burnwal, vide Deed No.-1-3498/2012 of A.D.S.R. Durgapur purchased **ALL THAT** piece and parcel of land measuring about an area 3 (THREE) Cottah, or 4.95 (FOUR POINT NINE FIVE) Decimal under D.M.C. Area, at Mouza - Gopalmath, J.L. No. 3, Khatian No.- R.S.- 57 (FIVE SEVEN), L.R.- 488, (FOUR EIGHT EIGHT), Plot No.- R.S.- 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT), Classification -Baid, P.O. Durgapur 713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan from Sri Mohit Mohan Ghatak, Son of Lt. Kishori Mohan Ghatak, and others.

AND WHEREAS one Satendra Shaw vide Deed No.1-3500/2012 of A.D.S.R. Durgapur purchased **ALL THAT** piece and parcel of land measuring about an area 1 (ONE) Cottah, or 1.65 (ONE POINT SIX FIVE) Decimal under D.M.C. Area, at Mouza - Gopalmath, J.L. No.- 3, Khatian No.- R.S.- 57 (FIVE SEVEN), L.R.- 488 (FOUR EIGHT EIGHT), Plot No.- R.S.- 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT), Classification -Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan from Sri Mohit Mohan Ghatak, son of Late Kishori Mohan Ghatak and Others.

AND WHEREAS one Birendra Shaw, vide Deed No.- 1-3509/2012 of A.D.S.R. Durgapur purchased **ALL THAT** piece and parcel of land measuring about an area 2.5 (TWO POINT FIVE) Cottah, or 4.125

FOUR POINT ONE TWO FIVE) Decimal under D.M.C. Area, at mouza - Gopalmath, J.L. No.- 3, Khauan No.- R.S.- 57 (FIVE SEVEN), L.R.- 488 (FOUR EIGHT EIGHT), Plot No.- R.S.- 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT), Classification - Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan from Sri Mohit Mohan Ghatak, Son of Lt. Kishori Mohan Ghatak.

AND WHEREAS one Sachindra Shaw vide Deed No. 1-3505/2012 of A.D.S.R. Durgapur purchased **ALL THAT** piece and parcel of land measuring about an area 2.5 (TWO POINT FIVE) Cottah, or 4.125 (FOUR POINT ONE TWO FIVE) Decimal under D.M.C. Area, at Mouza - Gopalmath, J.L. No.- 3, Khatian No.- R.S.- 57 (FIVE SEVEN), L.R.- 488 (FOUR EIGHT EIGHT), Plot No.- R.S.- 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT), Classification - Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan from Sri Mohit Mohan Ghatak son of Late Kishori Mohan Ghatak and others.

AND WHEREAS by virtue of dated 10.03.2016 registered in the office of A.D.S.R. Durgapur, recorded in Book No.1, Volume No.0206 -2016 pages 25330 to 25352 being No. 020601564 for the year 2016 said **(1) MR. SRIKANT BURNWAL**, Son of Mr. Joynarayan Burnwal, resident of Kada Road, Wellmen Colony, Durgapur-3, P.O.- Maingate, P.S. & Sub-Divn. & A.D.S.R. Office - Durgapur, Dist. Burdwaja, West Bengal, Pin 713203, sold, conveyed and transferred **ALL THAT** piece and parcel of land measuring about an area **1.25 (ONE POINT TWO FIVE) Cottah**, or 2.0625. (TWO POINT ZERO SIX TWO FIVE) Decimal under D.M.C. Area, at Mouza - Gopalmath, J.L. No.- 3, Khatian No.- R.S.- 57 (FIVE SEVEN), LR.- J353, (NINE FIVE THREE), Plot No.- R.S. 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT), Classification - Bald, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan, **(2) SMT. NILAM BURNWAL**, Wife of Mr. Srikanta Burnwal, resident of Kada

Shri Jai Wellman Colony - Durgapur-5, P.O.- Maingata, P.S. & Sub-Divn. & A.D.S.R. Office - Durgapur, Dist. Burdwan West Bengal, Pin - 713203, sold, conveyed and transferred **ALL THAT** piece and parcel of land measuring about an area **1.25 (ONE POINT TWO FIVE) Cottah**, or 2.0625 (TWO POINT ZERO SIX TWO FIVE) Decimal under D.M.C. Area, at Mouza - Gopalmath, J.L. No.- 3, Khatian No.- R.S - 57 (FIVE SEVEN), L.R.- 1104, (ONE ONE ZERO FOUR), Plot No.- R.S - 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT), Classification - Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan, (3) **MR. BINOD PRASAD BURNWAL**, Son of Mr. Jiblal Prasad Burnwal, resident of D.T.P.S. Colony, Maya Bazar, Durgapur-7, P.O. Maya Bazar, P.S. & Sub-Divn. & A.D.S.R. Office Durgapur, Dist.- Burdwan, West Bengal, Pin -713207, sold, conveyed and transferred **ALL THAT** piece and parcel of land measuring about an area **3 (THREE) Cottah**, or 4.95 (FOUR POINT NINE FIVE) Decimal under D.M.C. Area, at Mouza - Gopalmath, J.L. No.- 3, Khatian No.- R.S.- 57 (FIVE SEVEN), L.R.- 488, (FOUR EIGHT EIGHT), Plot No.- R.S.- 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT), Classification -Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan, (4) **MR. BIRENDRA SHAW**, Son of Mr. Gunjan Shaw, resident of Tamla Para, Promod nagar, Durgapur-8. P.O.- Palashdiha, P.S. & Sub-Divn. & A.D.S.R. Office - Durgapur, Dist.- Burdwan, West Bengal, Pin - 713208, sold, conveyed and transferred **ALL THAT** piece and parcel of land measuring about an area **2.5 (TWO POINT FIVE) Cottah**, or 4.125 (FOUR POINT ONE TWO FIVE) Decimal under D.M.C. Area, at mouza - Gopalmath, J.L. No.- 3, Khatian No.- R.S.- 57 (FIVE SEVEN), L.R.- 488 (FOUR EIGHT EIGHT), Plot No.- R.S.- 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT), Classification - Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan. (5) **MR. SACHINDRA SHAW**, Son of Mr. Gunjan Shaw, resident of Tamla Para,

Promodnagar, Durgapur 8, P.O.-Palashdiha, P.S. & Sub-Divn. & A.D.S.R. Office - Durgapur, Dist.-- Burdwan, West Bengal, Pin - 713208. sold, conveyed and transferred **ALL THAT** picce and parcel of land measuring about an area **2.5 (TWO POINT FIVE) Cottah**, or 4.125 (FOUR POINT ONE TWO FIVE) Decimal under D.M.C. Area. at mouza - Gopalmath, J.L. No.- 3, Khatian No.- R.S.- 57 (FIVE SEVEN), L.R.- 488 (FOUR EIGHT EIGHT), Plot No.- R.S.- 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT), Classification - Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan. **(6) MR. SATENDRA SHAW**, Son of Mr. Gunjan Shaw, resident of Tamla Para, Promodnagar, Durgapur-8, P.O.- Palashdiha, P.S. & Sub-Divn. & A.D.S.R. Office sold, conveyed and transferred **ALL THAT** picce and parcel of land measuring about an area **1 (ONE) Cottah**, or 1.65 (ONE POINT SIX FIVE) Decimal under D.M.C. Area, at Mouza - Gopalmath, J.L. No.- 3, Khatian No.- R.S.- 57 (FIVE SEVEN), L.R.- 488 (FOUR EIGHT EIGHT), Plot No.- R.S.- 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT), Classification -Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan, **total 11.5 Cottahs land** in favour of MESSRS. HOUSE & BRIDGE (INDIA) PRIVATE LIMITED and MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED.

AND WHEREAS one Naru Gope, son of Late Gour Gope purchased 48 decimals land at Mouza Gopalmath, R.S. Khatian No. 57, R.s. Plot No.453 vide Deed No.1-4132 & 4133 in the year 1973 registered in the office of Joint sub Registrar Raniganj at Durgapur from Sri Anath Bandhu Dutta, son of Late Subal Chandra Dutta and also L.R. records of right in the name of Naru Gope and after the death of said Naru Gope his legal heirs i.e. his son Samar Gope, his two daughters Doli Ghosh and Sumitra Ghosh, daughter in law Smt. Kalyani Gope and two grand sons Somnath Gope and Gopinath Gope who jointly inherited 4/9th share of Late Naru Gope i.e. 21.334 Decimals out of

48 Decimals and his wife Basanti Gope, his sons Sudhir Gope & Sudhir Kumar Gh. Sri Amar Gope, his daughters Smt. Santoshi Gope and Smt. Kalyani Dutta inherited 5/9th share of Late Naru Gope's lefted property i.e. 26.666 decimals out of 48 decimals.

AND WHEREAS by virtue of deed of sale dated 30th July 2015 registered in the office of A.D.S.R. Durgapur, recorded in Book No.1, Volume No. 0206-2015 pages from 41830 to 41847 being No. 020605763 for the year 2015 said **(1) SRI SAMAR GOPE**, Son of Late Naru Gope, **(2) SMT. DOLI GHOSH**, Daughter of Late Naru Gope, **(3) SMT. SUMITRA GHOSH**, Daughter of Late Naru Gope, **(4) SMT. KALYANI GOPE**, Wife of Late Ashok Gope, **(5) SRI SOMNATH GOPE**, **(6) SRI GOPINATH GOPE**, both are sons of Late Ashok Gope, residing at Gopalmath, Mejedihi Plot, P.O.- Gopalmath, Durgapur-17, P.S.- Durgapur, Dist.- Burdwan, West Bengal, Pin No.- 713217 Jointly sold, conveyed and transferred **ALL THAT** piece and parcel of land measuring about an area **21.334** (TWENTY ONE POINT THREE THREE FOUR) Decimals out of 48 (FORTY EIGHT) Decimals, under D.M.C. Area, at Mouza - Gopalmath, J.L. No.- 3, Khatian No.- R.S.- 57 (FIVE SEVEN), L.R.- 304 (THREE ZERO FOUR), Plot No.- R.S.- 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT), Classification - Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan in favour of MESSRS. HOUSE & BRIDGE (INDIA) PRIVATE LIMITED and MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED.

AND WHEREAS by virtue of Deed of sale dated 30th July, 2015 registered in the office of A.D.S.R. Durgapur recorded in Book No.1, Volume No. 0206-2015 pages from 41848-41855 being No.020605761 for the year 2015 said **(1) SMT. BASANTI GOPE**, Wife of Late Naru Gope, **(2) SRI SUDHIR GOPE & SRI SUDHIR KUMAR GHOSH**, **(3) SRI AMAR GOPE** both are sons of Late Naru Gope, **(4) SMT.**

SANTOSHI GOPE, Daughter of Late Naru Gope, (5) **SMT. KALYANI DUTTA**, Daughter of Late Naru Gope, all are residing at Gopalmath, Mejedih Plot, P.O.- Gopalmath, Durgapur-17, P.S.- Durgapur, Dist.- Burdwan, West Bengal. Pin No.- 713217 jointly sold, conveyed and transferred **ALL THAT** piece and parcel of land measuring about an area **26.666** (TWENTY SIX POINT SIX SIX SIX) Decimals out of 48 (FORTY EIGHT) Decimals, under D.M.C. Area, at Mouza - Gopalmath, J.L. No.- 3, Khatian No.- R.S.- 57 (FIVE SEVEN), L.R.-304 (THREE ZERO FOUR), Plot No.- R.S.- 453 (FOUR FIVE THREE), L.R.- 428 (FOUR TWO EIGHT), Classification - Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan in favour of MESSRS. HOUSE & BRIDGE (INDIA) PRIVATE LIMITED and MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED.

AND WHEREAS after the aforesaid purchase said MESSRS. HOUSE & BRIDGE (INDIA) PRIVATE LIMITED and MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED became the absolute Joint Owners of the said **228.294 decimals land** and duly mutated their names in the records of B.L.& L.R.O. Office. Aforesaid Property of MESSRS. HOUSE & BRIDGE (INDIA) PRIVATE LIMITED recorded as L.R. Khatian no -1239 and Property of MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED recorded as L.R. Khatian no 988 in the records of B.L.& L.R.O. Office.

AND WHEREAS by virtue of a deed of partition dated 04.05.2019, registered in the office of A.R.A. IV KOLKATA recorded in Book no I, Volume no pages to being no 4653 for the year 2019 said, MESSRS. HOUSE & BRIDGE (INDIA) PRIVATE LIMITED and MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED by metes and bounds partitioned their aforesaid joint property at ALL THAT piece and parcel of 228.294 Decimals land / 138.36 Cottah land at Mouza -Gopalmath, P.O. & P.S. -Durgapur, J.L. No.3,L.R. Khatian

no -1239 & 988. Classification Baid Within the jurisdiction of Faridpur Durgapur B.L.& L.R.O. Office under Durgapur Municipal Corporation Area, District Paschim Burdwan, PIN 713217.

AND WHEREAS said MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED become the sole and absolute owner of 113 Decimals land / 68.48 Cottahs land at Mouza Gopalmath, P.S. Durgapur,, J.L. No.3, District Paschim Burdwan L.R. Khatian no 988, R.S. Dag No.488, L.R. Dag No.452- 54.65 Decimal ,R.S. Dag No.514, L.R. Dag No.451, - 10 Decimal ,R.S. Dag No.1035, L.R. Dag No.430, - 21 Decimal ,R.S. Dag No.453, L.R. Dag No.428, - 2.35 Decimal ,R.S. Dag No.487, L.R. Dag No.429, - 25 Decimal

AND WHEREAS by virtue of a deed of sale dated 12.08.2016 registered in the office of ADSR DURGAPUR recorded in book no I volume no 02062016 pages from 85913 to 85930 being no 02060543 for the year 2016 MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED purchased 25 decimals land at Mouza -Gopalmath, P.O. & P.S. -Durgapur, J.L. No.3, R.S. khatian no 3,L.R. Khatian no - 305 R.S. Dag No.487 L.R. Dag No.429 Classification Baid, Within the jurisdiction of Faridpur Durgapur B.L.& L.R.O. Office ,under Durgapur Municipal Corporation Area, District Paschim Burdwan, PIN 713217 from Smt Tulsibala Mondal, Sibodh Mondal, Prabodh Mondal , Lakkhan Mondal, Gangadhar Mondal , Jyotsna Mondal .

AND WHEREAS by virtue of deed of partition dated 4.5.19 and deed of sale dated 12.08.2016, MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED become the owner of 138 Decimals land / 83.63 Cottah land at Mouza -Gopalmath, P.O. & P.S. - Durgapur, J.L. No.3,L.R. Khatian no -988 Classification Baid, Within the jurisdiction of Faridpur Durgapur B.L.& L.R.O. Office ,under Durgapur Municipal Corporation Area, District Paschim Burdwan, PIN 713217.

R.S. Dag No.488, L.R. Dag No.452- 54.65 Decimal

R.S. Dag No.514, L.R. Dag No.451, - 10 Decimal

R.S. Dag No.1035, L.R. Dag No.430, - 21 Decimal

R.S. Dag No.453, L.R. Dag No.428, - 2.35 Decimal

R.S. Dag No.487, L.R. Dag No.429, - 50 Decimal

Total : 138 Decimals land / 83.63 Cottah and duly mutated it s name in the records of B.L.&L.R.O. in respect of said property.

AND WHEREAS said MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED the owner herein, the party of the first part herein have decided to develop 138 Decimals land / 83.63 Cottah land at Mouza -Gopalmath, P.O. & P.S. -Durgapur, J.L. No.3,L.R. Khatian no -988, Classification Baid, Within the jurisdiction of Faridpur Durgapur B.L.& L.R.O. Office ,under Durgapur Municipal Corporation Area, District Paschim Burdwan, PIN 713217.

R.S. Dag No.488, L.R. Dag No.452- 54.65 Decimal

R.S. Dag No.514, L.R. Dag No.451, - 10 Decimal

R.S. Dag No.1035, L.R. Dag No.430, - 21 Decimal

R.S. Dag No.453, L.R. Dag No.428, - 2.35 Decimal

R.S. Dag No.487, L.R. Dag No.429, - 50 Decimal

Total : 138 Decimals land / 83.63 Cottah and accordingly search for an efficient developer for the purpose of development of the aforesaid property which is morefully described in the First Schedule written herein below under certain terms and conditions which are hereunder written.

AND WHEREAS the party of the second part is the Developer and carrying on business of Development of landed property. The second party herein agreed to accept the above proposal of the said owner to construct the new proposed building on the aforesaid land mentioned in first Schedule hereunder written on the following terms and conditions .

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

Subject Matter of Agreement

1. Development and Construction of Building on scheduled Property: Terms and conditions agreed between the Owner and the Developer with regard to development and construction of multi storied building, Bungalow and Row house at the scheduled premises out of which multistoried building will be constructed on 20 cottah land at R.S.Plot no 487,488 ,514 , L.R. Plot No. 429,452, 451 AND bungalow and row house will be constructed on the rest land i.e. 63.63 cottah. at R.S.Plot no 487,488,1035,453, L.R. plot No. 429, 452, 430, 428. classification- Baid, situated within Dist. Burdwan Presently Paschim Bardhaman under Asansol and Durgapur Development Authority, ward No. 35 of Durgapur Municipal Corporation, Police Station- Durgapur, Sub-Registration office of Durgapur, Mouza-Gopalmath: J.L.No-54, L.R.J.L.No-3 (Scheduled / Said Property).

2. Representations, Warranties and Background:

2.1. **Owner's Representations:** The Owner's have represented and warranted to the Developer as follows:

a) Ownership of Said Property: the owner got the absolute right, title ,interest, occupation and possession over the scheduled property after purchase and partition of the scheduled property the owner paid the

govt. taxes and charges as mentioned in the Bill of Sale, R.O. and it become absolute owner of the said mentioned property.

b) Rights of Owner: The Owner is seized and possessed of and well and sufficiently entitled to the Said Property. Save as mentioned herein, no person other than the Owner has any manner of right, title, interest, claim or demand of any nature whatsoever in the Said Property or any part thereof and there are no outstanding claims or demands between the Owner and any third party and thus the entire Property is free from all encumbrances, liens, mortgages, charges, Lispendence trusts, debutors, trespassers, occupants, encroachers, tenants, claims, demands, liabilities, attachments, requisitions, acquisitions and alignments of whatsoever or howsoever nature.

c) No Express or implied Mortgage: Neither the title deeds nor any other documents in respect of the Said Property or any part thereof have been deposited in favour of any party or person with the intention of creating an equitable mortgage or as security for performance of any act or payment of any money or otherwise.

d) No Previous Agreement: The Owner has not dealt with the Said Property in any manner nor created any right, title or interest therein in favour of any third party in any manner whatsoever or howsoever and have not entered into been party to any agreement of any nature whatsoever including but not limited to agreement for sale, transfer, lease, development etc. in respect of the Said Property.

e) No Disputes Relating to Statutory Outgoings: The Said Property is free from any land charge and all statutory outgoings in respect thereof including land revenue have been paid in full by the Owner till the date of this Agreement.

f) No Covenants and Restrictions: The Said Property is not subject to any covenants, restrictions, stipulations, easements, rights of pre

emption, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in third parties nor is there any agreement to create the same.

g) Easements Unrestricted: No right or easement appurtenant to or benefiting the Said Property is restricted in any way and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise and no person or governmental authority has any right to terminate or curtail a right or easement appurtenant to or benefiting the Said Property.

h) No Boundary Dispute: The entirety of the Said Property is butted and bounded and there is no manner of boundary dispute in respect thereof.

i) No Legal Proceeding: (1) There is no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, complaints, actions, governmental investigations, orders, judgments or decrees of any nature, initiated, made, existing, pending, threatened or anticipated in respect of the Said Property or the Owner, which may in any manner prejudicially affect the due performance enforceability of this Agreement or any obligation, act, omission or transaction stated hereunder nor is there any threat of any such proceedings (2) there are no unfulfilled or unsatisfied judgment attachments, court orders, debts, notice in respect of the Said Property or the Owner (3) there is no order of any Court or any other statutory authority prohibiting development, sale, transfer and/or alienation of the Said Property and (4) there is no suit, action, litigation, investigation, claim, complaint, grievances or proceedings, appeals or applications for review, which are in process or pending against or relating to the Said Property or the Owner and the Owner is not engaged, whether as plaintiff, or defendant or otherwise, in any litigation, criminal or arbitration proceedings before any court,

national, statutory or governmental body, department, board or agency and no litigation, criminal or arbitration proceedings are pending by or against the Owner and there are no facts which are likely to give rise to the same or to proceedings in respect of which the Owner would be liable to indemnify any person concerned.

J) Status of Possession: Save as mentioned herein, the Said Property is and shall continue to be in the khas, vacant, peaceful, physical and absolute possession of the Owner and no third party or parties have or had or has ever claimed or acquired any manner of right, title or interest over or in respect of any part or portion of the Said Property, by way of adverse possession or otherwise.

k) Owner has Marketable Title: The Owner has good, free, clear, marketable, bankable and transferrable right, title and interest in the Said Property, free from all encumbrances of any and every nature whatsoever save as mentioned herein. The Owner shall at its own cost and responsibility keep its title in the Said Property good, free, clear, marketable, bankable and transferrable, till the completion of the Project

2.2 Developer's Representations: The Developer has represented and warranted to the Owner as follows:

a) Infrastructure, Expertise and Financial Capacity of Developer: The Developer is carrying on business of civil construction and development of real estate and has necessary infrastructure and expertise in this field and the Developer has the necessary financial capacity to carry out the entire process of development / construction and at no point of time shall take plea that the Project cannot be carried out due to lack of financial capacity.

b) Developer has Authority: The Developer has full authority to enter into this Agreement and appropriate authorizations to that effect exist.

c) **Decision to Develop / construct** : The Owner decided to have the Said Property developed into multi storied building, bungalow and row house and pursuant thereto discussions were held with the Developer for taking up the development and construction of Duplex building at the Said Property by constructing a cluster of ready-to-use residential buildings of mutually decided height with car parking spaces, specified areas, amenities and facilities to be enjoyed in common and land (collectively Said Complex) and commercial exploitation of the Said Complex for the benefit of the Parties hereto (such development and construction of Duplex building collectively Project) by selling the saleable spaces and amenities in the Said Complex (Units) to prospective buyers (collectively Transferees,) which expression includes, without limitation or exception all persons who agree to buy Units in the Said Complex .

d) **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other, final terms and conditions for the Project are being recorded by this Agreement.

3. Basic Understanding

a) **Development of Said Property by Construction of Multi storied Building/Apartment, Bungalow and Row house of Said Complex:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the Said Complex thereon of the Said Complex on principal to principal basis, with (1) specified inputs and responsibility sharing by the Parties as mentioned herein and (2) exchange with each other of their specified inputs as mentioned herein.

b) **Building Plans:** The Said Complex shall be constructed in accordance with architectural plans (Building Plans) duly sanctioned

by the appropriate authority which will be prepared by the Developer engaging an Architect of repute as be decided by the Developer and the Developer shall submit the same to DMC and other statutory authorities concerned for sanction (collectively Planning Authorities) and obtain sanction/permission, in the manner mentioned in this Agreement.

c) Costs of Development / construction etc.: The Developers shall bear and pay all costs and expenses of and relating to construction of the Said Complex including local expenses and shall have absolute right and full authority to appoint sub-contractors, agents, sub-agents etc.

4. Appointment and Commencement

a) Appointment and Acceptance: The Parties hereby accept the Basic Understanding between them and the conditions precedent as recorded in Clause 3 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owner hereby appoints the Developer as the Developer of the Said Property with right to execute the Project. The Developer hereby accepts the said appointment by the Owner after completing all necessary legal searching in respect of the right title interest of the owner in the schedule property .

b) Commencement and Tenure: Time of this Agreement commences and shall be deemed to have commenced on and with effect from the date of sanctioned plan and plan will be sanctioned within 6 months to one year from the date of execution of this agreement. This agreement shall remain valid and in force all obligations of the Parties towards each other stand fulfilled and performed.

5. Sanction and Construction

- a) **Survey and Measurement:** Joint measurement of the land is already done by both the parties therefore neither of the parties shall raise any question regarding measurement of land in future.
- b) **Sanction of Building Plans:** The Developer's Architect shall prepare the Building Plans. Thereafter, the Developer shall submit the Building Plans for sanction. In this regard it is clarified that (i) the Developer shall be responsible for obtaining all approvals needed for the Project and (ii) all costs, charges, expenses, outgoings and fees for sanctions and clearances of the Building Plans shall be borne and paid by the Developer.
- c) **Architect and Consultants:** The Developer shall pay all costs, charges and expenses of the Architect and other consultants in connection with construction work of the Project including professional fees and supervision charges and the Owner shall have no liability or responsibility therefore.
- d) **Construction of Said Complex:** The Developer shall commence the construction work of the Said Complex after receiving all necessary approvals for commencement of construction. The Developer shall, at its own costs and expenses including local expenses, construct, erect and complete the Said Complex in accordance with the sanctioned Building Plans. Such construction shall be as per specifications described in the Schedule below, common to all Units of the Said Complex (Specifications).
- e) **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that the Developer shall construct, erect and complete Said Complex within a period of 60 (Sixty) months from the date of sanction of the Building Plans, with a grace period of 6 (six) months and plan will be sanctioned within 6 months to one year from the date of execution of this agreement.,

subject to Force Majeure as defined in Clause 20 below (Completion Time). In this regard it is clarified that the Completion Time shall include submission of completion certificate but shall not include the time required for obtaining occupancy certificate from DMC - the Said Complex shall be deemed to be completed if completion certificate is submitted by the Architect to DMC.

f) Common Portions: The Developer shall, at its own costs, install and erect in the Said Complex the common areas, amenities and facilities such as stairways, lifts, firefighting apparatus, passages, driveways, common lavatory, electric meter space, pump room, under ground water reservoir, overhead water tank, water pump and motor, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the Said Complex etc. For permanent electric connection to the Units, the Transferees shall pay the deposits demanded by Durgapur Project Limited and/or other agencies. It is clarified that the expression Transferees includes the Owner and the Developer/ contractor, to the extent of unsold Units comprised in the Owner's Allocation and the Developer's/ contractor's Allocation. It is further clarified that the Developer alone shall be entitled to receive and appropriate from all the Transferees (including Transferees of the Owner's Allocation) development charges such as charges for generator, water connection and other amenities and facilities and charges for maintenance.

g) Temporary Connections: The Developer shall be authorized in the name of the Owner to apply for and obtain at the costs of the Developer, temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage and other applicable charges.

h) **Modification:** Any amendment or modification to the Building Plans may be made or caused to be made by the Developer with written permission of the owner..

i) **Name of Said Complex:** The Said Complex shall be named "NIRVANA" and such name shall not be changed under any circumstances, except by the Developer.

j) **Co-operation:** Neither Party shall indulge in any activities that may be detrimental to the Project and/or may affect the mutual interest of the Parties. The Owner shall provide all cooperation that may be necessary for successful completion the Project.

6. Possession and Title Deeds

a) **Possession of Said Property:** For the purpose of carrying out the development in terms of this Agreement, the Owner has already inducted the Developer as a licensee in respect of scheduled / said property.

b) **Deposit of Title Deeds:** The Developer shall be entitled to take delivery of the said original title deeds and all link deeds from the Owner for production thereof before authorities, banks etc. and subject to the provisions of Clause 10(d) below, will have to return the same to the Owner. The said original title deeds and all link deeds will not be mortgaged and/or leased out by the Developer in favour of any banks and/or financial institutions and/or any other persons, save and except as required for the purposes of the Project, in the manner mentioned in Clause 10(d) below. On completion of the Project, the Developer/ or Owner (as the case may be) shall handover the original title deeds and all link deeds to the Association of Transferees of Units.

7. Powers and Authorities

a) Development Power of Attorney: The Owner shall grant to the Developer and/or its nominees a registered Development Power of Attorney relating to the Said Property for the purposes of booking and entering into agreements for sale of the Units comprised in the Developer's Allocation and to execute sale deed in favour of intending purchaser of Developer's allocation [defined in Clause 8(b) below].

8. Owner's / Developer's Consideration

a) Owner's Allocation: The Developer shall at its own costs and expenses, construct, finish, complete and make available collectively to the Owner, in tenantable condition and according to the Building Plans, 30% constructed area of Multistoried Building/Apartment as per sanction plan which will be constructed on 20 cottah land at R.S. Plot no 487,488 514, L.R. Plot No. 429, 452,451 marked by **RED** color in the plan annexed herewith AND 30% constructed area of bungalow and row house which will be constructed on the rest land i.e. 63.63 cottah, at R.S. Plot no 487,488,1035,453, L.R. Plot No. 429, 452, 430. 428 marked by **BLUE** color in the plan annexed herewith along with undivided, impartible, indivisible and proportionate share in (i) the Common Portions and (ii) the land contained in the Said Property morefully described in the Second Schedule hereunder written.

b) Developer's Allocation: The Developer shall be exclusively entitled such number of Units and covered and open car parking spaces which are particularly mentioned and described in the Third Schedule hereunder along with undivided, impartible, indivisible and proportionate share in (i) the Common Portions and (ii) the land contained in the Said Property i.e. 70% constructed area as per sanction plan of the proposed new multistoried Building/Apartment, Bungalow and Row house excluding owner's allocation

9. Financials

a) Project Finance: The Developer may arrange for financing of the Project (Project Finance) by a Bank Financial Institution with written consent of the owner. Such Project Finance can be secured on the strength of the security of the Developer's Allocation and construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation but collateral security may be created by depositing the original title deeds of the Said Property, in which event the Owners shall handover the original title deeds and link deeds to the Developer. The Owner shall deposit the title deeds of the Said Property with the Banker but on the clear understanding that no corporate or personal guarantee of the Owner is being given and the Banker shall have no right of recovery against the Owner and the Owner's Allocation. For this purpose, the Owner shall execute necessary documents through its delegated authority as contained in the General Power Of Attorney and if required by the Banker. Be it specifically mentioned herein that original title deeds and the land of the first schedule property will not be mortgaged and/or leased out by the Developer in favour of any banks and/or financial institutions and/or any other persons without written consent of landowner.

10. Dealing with Respective Allocations

a) Sale of Owner's Allocation: The Owner shall sell the Owner's Allocation through its own efforts and cost and appropriate the entire consideration from such sale

b) Sale of Developer's Allocation: The Developer shall sell the Developer's Allocation through its own efforts and cost and appropriate the entire consideration from such sale.

c) Transfer of Developer's Allocation: In consideration of the Developer constructing the Owner's Allocation, the Owner shall

execute deeds of conveyance of the undivided share in the land contained in the Said Property and the Building Plans as be attributable to the Developer's Allocation in favour of the Transferees of the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution by the Owner shall be through the delegated authority given to the Developer by the Development Power of Attorney.

d) Transfer of Owner's Allocation: The Developer shall join the deeds of conveyance in favour of the Transferees of the Owner's Allocation and shall execute and register the same in its capacity as the confirming party. Such execution by the Developer shall be through the delegated authority given to the Owner by the Owner's Power of Attorney.

e) Cost of Transfer: The costs of such conveyances (both in respect of the Owner's Allocation and the Developer's Allocation) including stamp duty and registration fees and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.

f) Possession to Transferees: at the end of the Project the Developer shall handover owner's allocation to the Owner, complete in all respect charges after receiving payment for generator, water connection and other amenities and facilities.. In this regard it is clarified that upon completion of the Project, the Developer shall give 15 (fifteen) days' notice to the Owner for taking possession and thereafter the Developer will be free to deliver possession and register conveyances of the Developer's Allocation irrespective of possession being taken by the Owner.

11. Municipal Taxes and Outgoings

a) Relating to Period Prior to Agreement: All municipal taxes, land revenue and outgoings (collectively) due on the Said Property

relating to the period till the date of execution of this Agreement shall be borne, paid and discharged by the Owner. It is made specifically clear that all Rates outstanding upto such date shall remain the liability of the Owner and such dues shall be borne and paid by the Owner as and when called upon by any statutory authority.

b) Relating to Period After Agreement: All Rates and taxes on the Said Property relating to the period after the date of execution of this Agreement shall be borne, paid and discharged by the Developer. It is made specifically clear that all Rates outstanding after such date shall remain the liability of the Developer and such dues shall be borne and paid by the Developer, till the Project is completed.

c) Relating to Period After Completion of Project: After completion of the Project, the Parties shall bear and pay the Rates applicable to the unsold portions of their respective allocations while the Transferees shall pay the Rates applicable to their respective Units.

12. Post Completion Maintenance

a) Maintenance: The Developer shall frame a scheme for the management and administration of the Said Complex and/or Common Portions thereof.

b) Maintenance Charge: As and from the date possession of various phases of the Said Complex is delivered (Possession Date), the concerned Transferees and the Owner and the Developer (in respect of unsold Units allocated to them) shall be jointly responsible for payment of all charges and taxes thereon for maintenance and upkeep of the Common Portions and facilities in the Said Complex (Maintenance Charge). The Maintenance Charge shall be fixed by the Developer and till such maintenance is handed over to a Statutory Owner's Association and/or any other organization, the Developer shall collect the Maintenance Charge.

13. Common Restrictions

a) Applicable to Both: The Owner's Allocation and the Developer's Allocation in the Said Complex shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the Said Complex.

14. Obligations of Developer

a) **Completion of Development within Completion Time:** The Developer shall complete the entire process of development of the Said Property within the Completion Time unless extended in writing.

b) **Meaning of Completion:** The word 'completion' and its grammatical variants shall mean habitable and tenantable state with adequate water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Units ready-for-use and occupation .

c) **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure proper compliance.

d) **Construction at Developer's Risk and Cost:** The Developer shall construct the Said Complex at its own cost, risk and responsibility, by adhering to the Building Plans and all applicable laws and attending to all notices issued by concerned authorities. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants, Transferees and to the third parties and the public in general and shall alone be liable for any loss, damage or compensation or for any claim arising from or relating to such construction and shall indemnify the transferees fully against any

claims, losses and damages for any default, failure, breach, act, omission or neglect on the part of the Developer and/or any contractor, entity, body, agency and/or person appointed or designated by the Developer and/or any employees/agents/representatives thereof.

15. Obligations of Owner

a) Co-operation with Developer: The Owner undertakes to fully cooperate with the Developer for obtaining all permissions required for development of the Said Property.

b) Marketing of Owner's Allocation: The Owner shall be responsible for marketing of the Owner's Allocation.

c) Development Cost:- The Owner shall be under obligation to pay Development Cost, such as charges for generator, water connection and other amenities and facilities and charges for maintenance.

16. Indemnity

a) By Developer: The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the Project and or to the development and/or to the construction of the Said Complex and/or defect therein and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules, regulations or by-laws or arising out of any accident or otherwise.

b) By Owner: The Owner hereby indemnifies and agrees to keep the Developer saved harmless and indemnified of from and against any

20. Force Majeure

a) Meaning of Force Majeure: The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) non availability or reduced availability of building materials and strike by material suppliers, transporters, contractors, workers and employees (10) delay on account of receiving statutory permissions (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively Force Majeure).

b) Saving Due to Force Majeure: If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of Force Majeure, such Party shall be deemed not to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly.

21. Amendment/Modification

a) Express Documentation: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is

and all actions, suits, costs, proceedings and claims that the Developer may suffer due to any defect in title of the Owner to the Said Property and/or any encumbrance or liability whatsoever thereon.

17. Limitation of Liability

a) No Indirect Loss: Notwithstanding anything to the contrary herein, neither the Developer nor the Owner shall be liable in any circumstances whatsoever to each other for any indirect loss suffered or incurred.

18. Miscellaneous

a) **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

19. Termination

a) **Circumstances of Termination:** In the event sanction of the Building Plans and all other permissions, consents, clearances, registrations and no objections required for commencement of construction not being granted for any reason whatsoever, and in default of any terms and condition of this agreement shall stand terminated without claiming any cost and expenses from landowner.

b) **No Termination:** Except as mentioned above, none of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance or cancellation of this Agreement and additionally also to award damages and other such reliefs.

in an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement.

22. Arbitration

Disputes and Pre-referral Efforts: The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement between the Owner and the Developer (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

a) Referral to Arbitration: If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.

b) Arbitration Tribunal: The Parties irrevocably agree that the Arbitration Tribunal shall consist of the following Two Arbitrators:

c) Appointment by Owner: 1 (one) Arbitrator to be appointed by the Owner.

d) Appointment by Developer: 1 (one) Arbitrator to be appointed by the Developer.

e) Conduct of Arbitration Proceedings: The Parties irrevocably agree that:-

i) Place: The place of arbitration shall be Singapore.

ii) Procedure: Two Arbitrators as appointed by the parties shall be entitled to appoint an umpire. The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.

iii) Binding Nature: The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties and/ or The civil Court under which jurisdiction the property under this agreement lies and High Court at Calcutta will have the exclusive jurisdiction over this agreement.

FIRST SCHEDULE

(Said Property)

ALL THAT piece and parcel of Land measuring 138 Decimals land / 83.63 Cottah land at Mouza -Gopaimath, P.O. & P.S. -Durgapur, J.L. No.03, L.R. Khatian no -988, Classification Baid.

R.S. Dag No.488, L.R. Dag No.452- 54.65 Decimal

R.S. Dag No.514, L.R. Dag No.451. - 10 Decimal

R.S. Dag No.1035, L.R. Dag No.431. - 21 Decimal

R.S. Dag No.453, L.R. Dag No.428. - 2.35 Decimal

R.S. Dag No.487. L.R. Dag No.429. - 50 Decimal

Within the jurisdiction of Fariapur Durgapur B.L.& L.R.O. Office ,under Durgapur Municipal Corporation Area, PIN 713217, Sub-

Registration Durgapur, District Burdwan presently Paschim Bardhaman .

PART-I

MULTISTORIED BUILDING/APARTMENT:

Multistoried building to be constructed on 33 Decimal/20 cottah land at

R.S Plot no 487,LR Plot no 429, Area – 15.41 Decmial

RS Plot no 488 LR Plot no 452, Area – 7.59 Decmial

RS Plot no 514 LR Plot No 451, Area – 10 Decmial

marked by color **RED** in the plan annexed herewith and the property butted and bounded in the manner as follows

In the East:- BY R.S Plot No. 488 & 514

In the West:- BY R.S Plot No. 487

In the South:- BY R.S Plot No. 1035 & Property of Times Vanija Pvt. Ltd.

In the North:- BY R.S Plot No. 487 & 488 (part)

PART-II

BUNGLOW & ROW HOUSE:

Bungalow and row house will be constructed on 105 Decimal/63.63 cottah land at

RS Plot no 487,LR Plot no 429, Area – 34.59 Decmial

RS Plot No 488,LR Plot No 452, Area – 47.06 Decmial

RS plot No 1035,LR Plot No 451, Area – 21 Decmial

RS plot No 453 LR Plot No 428 . Area – 2.35 Decmal

marked by color **BLUE** in the plan annexed herewith and the property butted and bounded in the manner as follows

In the East:- BY R.S Plot No. 488 & Property of Times Vanijya Pvt. Ltd.

In the West:- BY R.S Plot No. 487,436 & 452

In the South:- BY Property of Times Vanijya Pvt. Ltd.

In the North:- BY 16' wide Private Road & R.S. Plot No 487 & 453 (part)

SECOND SCHEDULE

(OWNER'S ALLOCATION)

1. ALL THAT 30% constructed area of the proposed Multistoried Building/ Apartment as per sanctioned building plan i.e. 30% Flat/Apartment AND 30% covered and open car parking spaces which will be constructed on part- I of first schedule property along with undivided, impartible, indivisible and proportionate share in (i) the Common Portions and (ii) the land contained in the Said Property together with right to use common portion of the building and complex ,will be enjoyed by the OWNER and/or its nominees in common .
2. AND 30% constructed area of the proposed Bungalow and Row house which will be constructed as per sanctioned building plan on part- II of first schedule property along with undivided, impartible, indivisible and proportionate share in (i) the Common Portions and (ii) the land contained in the Said Property together with right to use common portion of the

building and complex will be enjoyed by the OWNER and/or its nominees in common .

THIRD SCHEDULE

(DEVELOPER'S ALLOCATION)

1. The Developer shall be exclusively entitled ALL THAT 70% constructed area of the proposed Multistoried Building as per sanctioned building plan i.e. 70% Flat/Apartment AND 70% covered and open car parking spaces which will be constructed on part- I of first schedule property along with undivided, impartible, indivisible and proportionate share in (i) the Common Portions and (ii) the land contained in the Said Property together with right to use common portion of the building and complex **excluding owner's allocation** ,will be enjoyed by the developer and/or its nominees in common .
2. AND 70% constructed area of the proposed Bungalow and Row house which will be constructed as per sanctioned building plan on part- II of first schedule property along with undivided, impartible, indivisible and proportionate share in (i) the Common Portions and (ii) the land contained in the Said Property together with right to use common portion of the building and complex **excluding owner's allocation** will be enjoyed by the Developer and/or its nominees in common .

FOURTH SCHEDULE

(COMMON PORTION)

- a) Stairs, staircase and landings common passage for egress and ingress from and to the said flat/Apartment and building as well as premises.

- b) Pump room, electric meter room, Lift, lift well
- c) User right of roof of the top-floor.
- d) Common toilet, caretaker room, common meter
- e) Underground and overhead reservoir.
- f) Common plumbing and other common installations
- g) Electrical wiring, connections, installations and equipments.
- h) Motor pump room, fittings excluding those are installed for particular unit.
- i) Boundary wall, drainage, sewerage system of the premises and the building
- j) Roadway and driveway of the complex
- k) Common road of the complex for egress and ingress.

FIFTH SCHEDULE

(MAINTENANCE)

- 1) All expenses of maintenance including white washing, painting, rebuilding, reconstruction, decorating and

lighting the common parts, roof and the outer walls of the said building

2) All charges and deposits for supplies of common.

3) Municipal taxes and other outgoings save those as are separately assessed on the respective unit.

4) Costs and charges of establishment for maintenance of the said building.

5) All other expenses and outgoings as are deem by the Owner and the purchaser to be necessary or incidental for and regulating, interest, the right of the Purchaser.

6) All expenses referred above shall be borne and paid proportionately by the Owner and Developer and/or their respective nominees on and from the date of making over possession of their respective portion.

SIXTH SCHEDULE

(SPECIFICATIONS)

WATER SUPPLY	D.M.C
STRUCTURE	RCC framed construction with infill brick walls
WALLS	Conventional brickwork. Internal Walls Cement plastering overlaid with smooth

WALL FINISH	Interior - Wall putty. Exterior - Combination of weather coat and color will be suggested by owner
FLOORING	Vitrified Tiles in all bedrooms, Living-cum-Dining, In Kitchen and Balcony anti skid ceramic Tiles .
KITCHEN	Kitchen platform made of Granite Slab. Glazed tiles, up to the height of two feet from the platform. Stainless steel sink, two taps water.
TOILET	Anti skid ceramic Tiles in toilet floor, Standard glazed tiles on the Wall up to the height of 5 feet. ISI/ISO branded sanitary and CP fittings (as per supply), Concealed plumbing and pipe work. One white porcelain Indian Style commode with concealed water line using P.V.C. pipe 2 nos. tap.one shower, Bath/W.C Complete with P.V.C. low down cistern, wash basin (white), C.I. pillar cock (ESS Brand), Walls will be covered with plain tiles (8"x6") upto 1.5m.
DOORS	Door with tough timber frames and solid-core flush shutters. and PVC door in toilet.
WINDOWS	Aluminum frames with fully glazed shutters and quality fittings
WIRING	Standard concealed wiring for electricity. Average 25 Twenty Five Points for 2 BHK
ELECTRIC METER	Individual meter for each unit by individual cost. Electrical wiring will be concealed using wire of

proper gauge (local brand) with points in Bed Room – Two light points & one 5 amp. plug points on board, one fan point in each room, one AC point in one bed room , Dining & Kitchen – 2 Nos. light point, 1 No. fan point, 1 No. exhaust fan point, 2 Nos. Plug point 15 amp. Toilets & W.C. – 1 No. light point in each, 1 No. exhaust fan point in each. Misc. – 1 no. call bell point, Main switch of adequate capacity, one geyser point in one toilet.

AMENITIES

Adequate standby generator for inside Flats, common areas, services.

LIFT

OTIS/ ADAMS/STANDARD LOCAL ELEVATOR

Lift provided for every floor of the multistoried building. Not applicable in the case of Bungalow and row House

OTHER WORK

Extended sunset in all verandah and living-cum-dining room.

Marble finish staircase. Godrej Latch in all main doors

Carpet in living-cum-dining .

M.C.B. (Miniature Circuit Breakers) (Havells) for all circuits.

IN WITNESS WHEREOF the parties hereto set, sealed and subscribed their respective hands and seal on this day, month and years above first above written.

SIGNED SEALED AND
DELIVERED by the PARTIES in the presence of:

1. *Rabindranath Banerjee*
 99/3, J.G. Road
 KOL-61

Falguni Chatterjee

Falguni Chatterjee
 Constituent Attorney
 SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED

[Signature of LAND OWNER/
 FIRST PARTY]

2. *Supriya Chakraborty*
 2/47 Shikari Road,
 A-ZONE, DGP-04.

N. N. Construction

N. N. Construction
 Proprietor

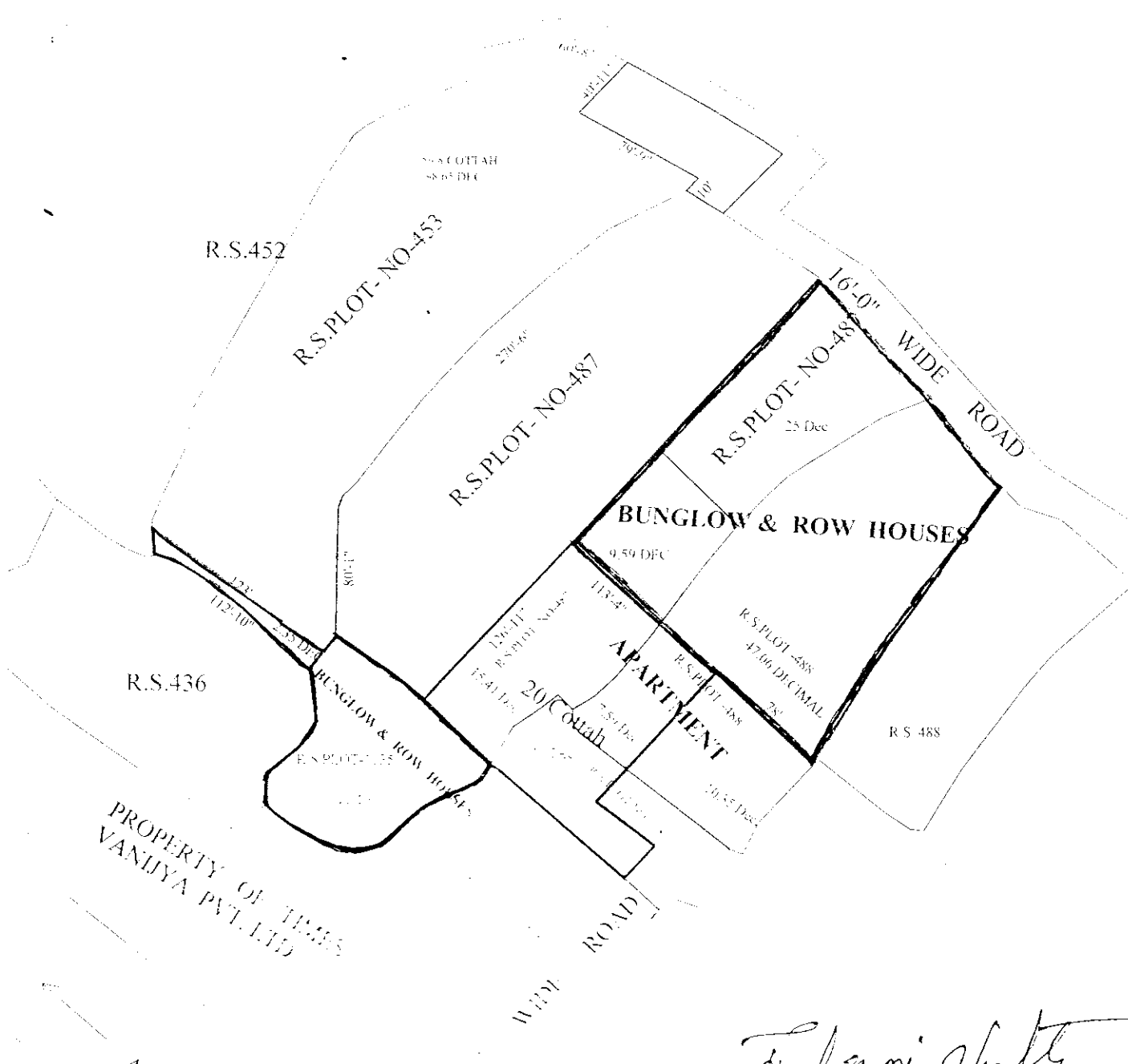
[Signature of DEVELOPER
 SECOND PARTY]

Drafted by:

Falguni Chatterjee

146A, Demangazi Road,
 Swapanagar, Flat No. 301,
 2nd floor, Bally, Howrah-711201

SKETCH PLAN OF JOINT VENTURE SHOWING 16' BROAD ROAD IN MOUZA-GOPALMATHI P.S. DURGA PUR, JL. NO-003, DIST. PASCHIM BANGALURAM.



PROPERTY OF TIMES
VANIYA PVT.LTD

ASANSOL

Falguni Chatterjee

Falguni Chatterjee
Constituent Attorney
SAMAA SYNERGY SOLUTIONS PRIVATE LIMITED

B. Verma- 9333924898
NO-2827-74
DATE-26-4-2019

B. P. Verma
B. P. VERMA
Surveyor
@enachity, Durgapur-1

K. N. Construction
[Signature]

BOARD RESOLUTION

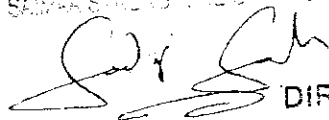
CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE BOARD MEETING OF THE COMPANY HELD AT ITS REGISTERED OFFICE AT HOTEL ARYA, H.B.ROAD, LALPUR, RANCHI 834001 ON THE 8th OCTOBER, 2012 AT 3 P.M.

"Resolved that Mrs. Falguni Chatterjee has been authorized to appear before BL & LRO AT FARIDPUR , CITY CENTRE , DURGAPUR-713216 to attend hearing for mutation and conversion, any learned court i.e. Civil , Criminal ,Executive Magistrate and all other relevant and relatd Government Offices and sign all other relevant legal documents in respect to our land /Property situated at Mouza Gopalmath , PS Durgapur J.L. No. 003, P.S. - Durgapur. Dist: Burdwan".

Her specimen signature is attested herewith.

Certified to be true

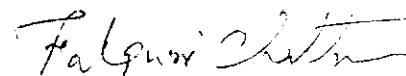
SAIMAA SYNERGYONE SOLUTIONS PVT. LTD.



DIRECTOR

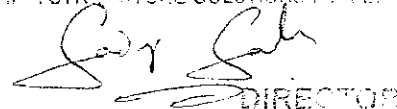
Sandeep Sahu
Director

SAIMAA SYNERGYONE SOLUTIONS PVT. LTD.


Authorized Signatory

Attested by

SAIMAA SYNERGYONE SOLUTIONS PVT. LTD.



Sandeep Sahu
Director

C/O Hotel Arya , H B Road, Lalpur, Ranchi 834001

0651 2561971, 2561973, 2563000 0651 2563500 contact@saimgroup.com

BOARD RESOLUTION

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE BOARD MEETING OF THE COMPANY HELD AT ITS REGISTERED OFFICE AT HOTEL ARYA, H.B.ROAD, LALPUR, RANCHI 834001 ON THE 8th OCTOBER, 2012 AT 2 P.M.

"Resolved that Mr. Sandeep Sahu one of the Director of SAIMAA SYNERGYONE SOLUTIONS PVT. LTD. has been authorized to Execute, Operate and Sign all official document and Government Papers & other legal Documents in respect to our land /Property situated at Mouza Gopalmath, PS Durgapur, Dist.- Paschim Bardhaman, J.L. No. 003, P.S. - Durgapur. Dist: Burdwan".

His specimen signature is attested herewith.

SAIMAA SYNERGYONE SOLUTIONS PVT. LTD.


DIRECTOR

Certified to be true

SAIMAA SYNERGYONE SOLUTIONS PVT. LTD.


DIRECTOR

**BHABNA SAHU
(DIRECTOR)**

ATTESTED BY



SAIMAA SYNERGYONE SOLUTIONS PVT. LTD.


DIRECTOR

**BHABNA SAHU
(DIRECTOR)**

आयकर विभाग
INCOME TAX DEPARTMENT
FALGUNI CHATTERJEE
SISIR SARKAR
05/03/1974
Permanent Account Number
APIPC7793K
F. Chatterjee
Signature

भारत सरकार
GOVT. OF INDIA



61032018

Falguni Chatterjee

✓



भारत सरकार



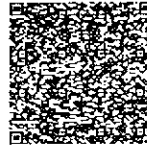
भारत सरकार
Unique Identification Authority of India

Enrolment No.: 2017/80813/29260

To
FALGUNI CHATTERJEE
W/O Pradip Chatterjee
146/A
DEWAN GAZI ROAD
BALLY
Bally Municipality
Haora Bally
West Bengal - 711201
9903783018

Download Date: 14/07/2017
Generation Date: 06/07/2017

Signature valid



आपका आधार क्रमांक / Your Aadhaar No. :

8207 8501 0536

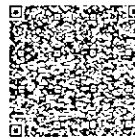
मेरा आधार, मेरी पहचान



भारत सरकार
Government of India

FALGUNI CHATTERJEE

DOB: 05/03/1974
FEMALE



8207 8501 0536

मेरा आधार, मेरी पहचान

Falguni Chatterjee

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SAIMAA SYNERGYONE SOLUTION
PRIVATE LIMITED



27/04/2006

Permanent Account Number

AAKCS1259

13092006

SAIMAA SYNERGYONE SOLUTIONS PVT. LTD.

DIRECTOR

आयकर विभाग

INCOME TAX DEPARTMENT

SANDEEP KUMAR SAHU



भारत सरकार

GOVT. OF INDIA

GOPAL PRASAD

18/02/1968

Permanent Account Number

AGKPS1185Q

Signature



19042006



ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

GST2085710



নির্বাচকের নাম : বিক্রম হাজরা

Elector's Name : Bikram Hazra

পিতার নাম : নীরোদ হাজরা

Father's Name : Nirod Hazra

লিঙ্গ/Sex : পুং / M

জন্ম তারিখ : XXXX/1984

Date of Birth

Bikram Hazra

GST2085710

ঠিকানা:

ওসিডি-2, জে এন এভিনিউ, দুর্গাপুর, নিউ
টাউনশিপ, পশ্চিম বর্ধমান-713214

Address:

OCD-2, J N AVENUE, DURGAPUR (M CORP ;
NEWTOWNSHIP, PASCHIM
BARDHAMAN-713214

Date: 08/02/2019

276 - দুর্গাপুর পূর্ব নির্বাচন ক্ষেত্রের নির্বাচক নিবন্ধন
অধিকারিকের স্বাক্ষরের অনুলিপি

Facsimile Signature of the Electoral
Registration Officer for

276 - Durgapur Purba Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় ভোটার বিজেটি নাম
তেলাপত্র একই নম্বরের সাহায্যে পুরাতন ঠিকানায়
জমা দিলেই ফর্ম এই পরিস্থিতিতে লক্ষ্যমতী উল্লেখ করুন।
In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number 96 / 887

आयकर विभाग

INCOME TAX DEPARTMENT

BIKRAM HAZRA

NIRAD BARAN HAZRA

01/06/1984

Permanent Account Number

ADFFH3810M

B. S. Sam Hazra
Signature

भारत सरकार

GOVT. OF INDIA



Bikram Hazra

SPECIMEN FORM FOR TEN FINGERPRINTS



Pa

Falguni Chatterjee 8334091939

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



5/17

Abraham Ayoo. 8130017961

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

भारत सरकार

भारतीय विधि विभाग



संदीप कुमार साहू

Sandeep Kumar Sahu

जन्म तिथि/ DOB: 18/02/1968

पुंस्व / MALE



4493 5879 3471

आधार-आम आदमी का अधिकार

Sandeep Sahu



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:

S/O: गोपाल प्रसाद साहू,
सुधीला निकेतन, रेडियम
रोड, रांची जि.पि.ओ., रांची,
झारखण्ड - 834001

Address:

S/O. Gopal Prasad Sahu, Sushila
Niketan, Redium Road, Ranchi
G.P.O., Ranchi,
Jharkhand - 834001

4493 5879 3471

Aadhaar-Aam Admi ka Adhikar

DATED THIS 15 DAY OF May 2019

BETWEEN

MESSRS. SAIMAA SYNERGYONE
SOLUTIONS PRIVATE LIMITED

LAND OWNER

AND

N.N. CONSTRUCTION

DEVELOPER

DEVELOPMENT AGREEMENT

Major Information of the Deed

Deed No :	I-1904-04943/2019	Date of Registration	14/05/2019
Query No / Year	1904-0000737599/2019	Office where deed is registered	
Query Date	11/05/2019 11:56:27 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	FALGUNI CHATTERJEE Thana : Bally, District : Howrah, WEST BENGAL. Mobile No. : 8334091939, Status : Seller/Executant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 3,89,31,088/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 101/- (Article:E, E, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Burdwan, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: G. T. Road (Gopalmath), Road Zone : (On Road -- On Road) , Mouza: Gopalmath Pin Code : 713217

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-429 (RS -)	LR-988	Bastu	Baid	15.41 Dec		43,47,305/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
L2	LR-452 (RS -)	LR-988	Bastu	Baid	7.59 Dec		21,41,210/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
L3	LR-451 (RS -)	LR-988	Bastu	Baid	10 Dec		28,21,093/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
L4	LR-429 (RS -)	LR-988	Bastu	Baid	34.59 Dec		97,58,162/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
L5	LR-452 (RS -)	LR-988	Bastu	Baid	47.06 Dec		1,32,76,065/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
L6	LR-430 (RS -)	LR-988	Bastu	Baid	21 Dec		59,24,296/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
L7	LR-428 (RS -)	LR-988	Bastu	Baid	2.35 Dec		6,62,957/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
		TOTAL :			138Dec	0 /-	389,31,088 /-	
		Grand Total :			138Dec	0 /-	389,31,088 /-	

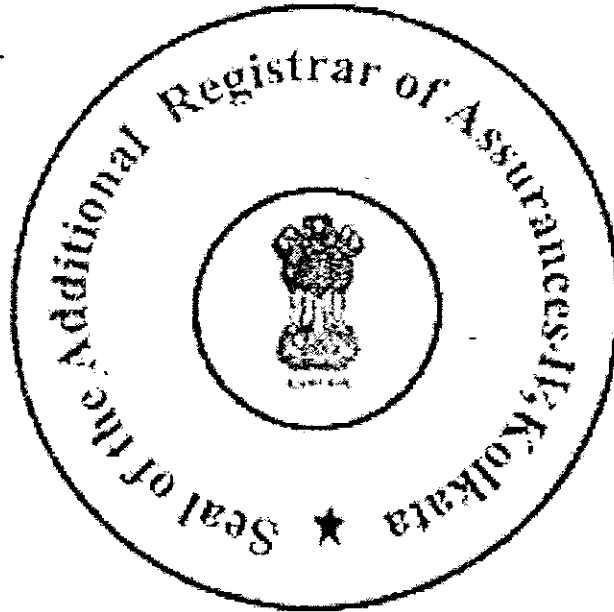
Major Information of the Deed :- I-1904-04943/2019-14-05-2019

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2019, Page from 229950 to 230017

being No 190404943 for the year 2019.



Digitally signed by TRIDIP MISRA
Date: 2019.05.24 18:11:30 +05:30
Reason: Digital Signing of Deed.

(Tridip Misra) 24-05-2019 18:11:24
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)