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2-2019/19

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

15/2/19

पश्चिम बंगाल WEST BENGAL

33605/19

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Certified that the document is admitted to registration. The signature sheet/sheet's & the endorsement sheet/sheet's attached with this document's are the part of this document.

B. B. B.
 REGISTRAR, WEST BENGAL
 Kolkata, West Bengal, India

20 FEB 2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 15th day of February, Two Thousand Nineteen (2019).

BETWEEN

186437

SWAPNADIP DAS
Advocate
8, Old Post Office Street
(Gr. Floor) Room No. 59
Kolkata-700 001

SWAPNADIP DAS
Advocate
8, Old Post Office Street
(Gr. Floor) Room No. 59
Kolkata-700 001

NAME.....
 ADD.....
 Re.....

59 JAN 2019

S. CHATTERJEE
 Licensed Member
 C. C. P. No. 1000
 2 & 3, K. S. Road, Kol-1

~~09 JAN 2019~~

09 JAN 2019

- Arindam Banerji



1006

- Arindam Banerji



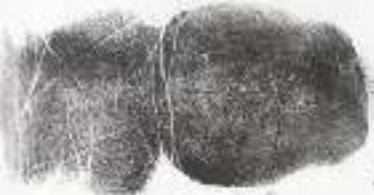
1007

- Abir Banerji



1008

- Bimal Mukherjee



1009

- Chandrashekhar



1010



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

11 5 FEB 2019

Authenticated by me

- Swapnadip Das
Advocate

(1) SRI CHANDIDAS MUKHERJEE, (PAN no. AEWPM2021D) & (MOBILE NO. 9830162673) and (2) SRI BIMAL MUKHERJEE, (PAN no. AEWPM2023B) & (MOBILE NO. 9830162673), both are the son of late Hazari Lal Mukherjee, both are by faith - Hindu, by occupation - Retired Person, by Nationality - Indian, residing at Village - Bhatenda, Post Office and Police Station Rajarhat, District North 24 Parganas, Pin - 700 135, West Bengal, hereinafter called the "Owners" (which expression shall unless excluded by or repugnant to the subject or context here of be deemed to mean and include their heirs, executors, administrators, representatives, assigns, nominee or nominees and also Successors and Legal heirs) of the **FIRST PART**.

AND

SWEET HUT INFRASTRUCTURE PRIVATE LIMITED, (PAN No. AAOC9984L), having its office at 41, B.B. Ganguli Street, Kolkata - 700 012 and also at 25A, Park Street, Kamani Mansion, 1st Floor, Room No - 113, P.O. & P.S. Park Street, Kolkata - 700 016, represented through its Directors namely (1) SRI ALOK BANERJEE, (PAN no. AEDPB9475K) & (MOBILE NO. 7980849797), son of Late Tinkori Banerjee, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at premise no. 15/3A, Chinar Park, Kolkata - 700 157, P.O. Hatiara, P.S. Baguati, District - 24Parganas (North) and (2) SRI ARINDAM BANERJEE, (PAN no. AEFPB8754F) & (MOBILE NO. 8910688473), son of Sri. Alok Banerjee, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at premises no. 23, Chinar Park, "Star Enclave", Block - A, 3rd Floor, P.O. Hatiara, P.S. Baguati, Kolkata - 700 157, hereinafter called and referred to as the "**DEVELOPER/PROMOTER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal heirs, executors, administrators, representatives, assigns, nominee or nominees) of the **SECOND PART**.

1. Recitals & Background of the Premises :

WHEREAS (1) Sri Chandidas Mukherjee, son of late Hazari Lal Mukherjee, (2) Amal Kumar Mukhopadhyay, son of late Hazari Lal Mukherjee and (3) Sri Parimal Mukherjee, son of late Hazari Lal Mukherjee purchased all that piece and parcel of land measuring about 36 decimals in C.S. Dag No. 377 corresponding to R.S. Dag No. 589 appertaining to L.R. (Kri) Khatian No. 208, 1474 and 1473 in Mouza - Bhatenda, P.S. Rajarhat, J.L.No.28, Re. Sa No.50, Touzi No. 2998 by virtue of a three separate registered Deeds of Sale (made in Bengali language and character) dated 28.06.1983 recorded in Book No. 1, Volume No. 193, Pages 203 to 208, being No. 6736 for the year 1983, and on 30.06.1983 they further purchased land measuring 12 decimal which was recorded in Book No. 1, Volume No.176, Pages 235 to 240, being No. 6846 for the year 1983 and Deed of Sale (made in Bengali language and character) and dated 02.07.1983 recorded in Book No.1, volume No.179, pages 147 to 152, being No. 6894 for the year 1983 all registered at Additional District Sub Registrar Cossipore, Dum Dum.

AND WHEREAS thereafter aforesaid Parimal Mukherjee, son of late Hazari Lal Mukherjee transferred and alienated his undivided 12 decimals of land out of aforesaid 36 decimals of land more fully and particularly described in the preceding paragraph in favour of his wife Smt. Ranu Mukherjee alias Nanda Mukherjee by executing a Deed of Gift in consideration of natural love and affection by executing a registered Deed of Gift being No. 3489 for the year 2002 registered on 29.04.2002 recorded in Book No. 1, Volume No.192, Pages 156 to 172, registered at Cossipore Dum Dum.

AND WHEREAS in view of the fact stated in two preceding paragraphs Sri Chandi Das Mukherjee, son of late Hazari Lal Mukherjee, Amal Kumar Mukhopadhyay, son of late Hazari Lal Mukherjee and Smt. Ranu Mukherjee alias Nanada Mukherjee, wife of Parimal Mukherjee became the joint owners of aforesaid 36 decimals of land

classified as Bastu land comprised in C.S. Dag No. 377 corresponding to R.S. Dag No. 589 appertaining to L. R. (Kri) Khatian No. 208, 1474 and 1473 in Mouza - Bhatenda, P.S. - Rajarhat, J.L.No.28, Re.Sa No.50, Touzi No. 2998.

AND WHEREAS in order to avoid inconvenience in the joint possession of the aforesaid land said Sri Chandī Das Mukherjee, Sri Amal Kumar Mukhopadhyay and Smt. Ranu Mukherjee alias Nanda Mukherjee partitioned the aforesaid property by metes and bounds by entering into a registered Deed of Partition being No. 6712 dated 16.03.2005 recorded in Book No. I, Volume No.1, pages 1 to 17 registered at the office of Additional District Sub Registrar at Cossipore Dum Dum as well as (duplicate) Deed of Partition being No. 6713 dated 16.03.2005 recorded in Book No. I, Volume No.1, pages 1 to 14 registered at the office of Additional District Sub Registrar at Cossipore Dum Dum as well as (triplicate) Deed of Partition being No. 6714 dated 16.03.2005 recorded in Book No. I, Volume No.1, pages 1 to 14 registered at the office of Additional District Sub Registrar at Cossipore Dum Dum and by virtue of aforesaid Deeds of Partition present vendor became the absolute owner of the property described in the schedule 'A' of this agreement.

AND WHEREAS thereafter the said Sri Chandī Das Mukherjee muted his name in L.R. Khatian No. 208 and have so long been enjoying and possessing the same with good right and full and absolute power of ownership and have every right to transfer the same or any part to anybody by any way.

1.1. Ownership : Now Sri Chandī Das Mukherjee, the owner no.1 herein, is thus well seized and possessed or of otherwise well and sufficiently entitled to the land measuring an area All that piece and parcel of Bastu land measuring about 3 Katha 3 Chitak more or less out of 12 decimals equivalent to 7 Katha 4 Chitak and 200 Sq. ft. tile shed structure comprised in C.S. Dag No. 377 corresponding to L.R. / R.S. Dag No. 589 appertaining to L.R. / R.S. Khatian No. 208 in Mouza - Bhatenda, P.S. Rajarhat, J.L. No.28, Re.Sa No. 50, Touzi No. 2998, within the local limit of Rajarhat -Bishnupur 1 No. Gram Panchayat, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal, more fully described in the Schedule 'A' written hereunder.

AND WHEREAS Sri Bimal Mukherjee, son of late Hazari Lal Mukherjee purchased all that piece and parcel of land measuring about 18 decimals in C.S. Dag No. 378 corresponding to R.S. Dag No. 588 appertaining to C.S. Kri Khatian No. 333, in Mouza - Bhatenda, P.S. Rajarhat, J.L.No.28, Re. Sa No.50, Touzi No. 2998 by virtue of a registered Deed of Sale (made in Bengali language and character) dated 05.06.1964 recorded in Book No. I, Volume No. 62, Pages 216 to 217, being No. 4433 for the year 1964.

AND WHEREAS thereafter the said Sri Bimal Mukherje muted his name in L.R. Khatian No. 474/1 and have so long been enjoying and possessing the same with good right and full and absolute power of ownership and have every right to transfer the same or any part to anybody by any way.

1.2. Ownership : Now Sri Bimal Mukherjee, the owner no.2 herein, is thus well seized and possessed or of otherwise well and sufficiently entitled to the land measuring an area All that piece and parcel of land measuring about more or less 7 Katha 10 Chitak more or less out of 18 decimals equivalent to 11 Katha and 400 Sq. ft. tile shed structure comprised in C.S. Dag No. 378 corresponding to L.R. / R.S. Dag No. 588 appertaining to L.R. / R.S. Khatian No. 474/1, in Mouza - Bhatenda, P.S. Rajarhat, J.L. No.28, Re.Sa No. 50, Touzi No. 2998, within the local limit of Rajarhat -Bishnupur 1 No. Gram Panchayat, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal, more fully described in the Schedule 'B' written hereunderr.

1.3. Project property : ALL THAT a piece or parcel of Bastu land measuring an area of 3 Katha 3 Chitak more or less more or less (land of Sri Chandī Das Mukherjee) and 7 Katha 10 Chitak more or less out of (land of Sri Bimal Mukherjee) totaling 10 Katha 13 Chitak Bastu land more or less comprised in R.S. / L.R. Dag Nos. 588 &

588 appertaining to R.S. / L.R. Khatian No. 208 & 474/1 in Mouza - Bhatenda, P.S. Rajarhat, J.L. No.28, Re.Sa No. 50, Touzi No. 2998, within the local limit of Rajarhat - Bishnupur 1 No. Gram Panchayat, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal, morefully described in the **Schedule 'C'** written hereunder.

1.4. DEED OF AMALGAMATION - Thereafter the present Owners amalgamated their property by way of Deed of Amalgamation Being No. 152301466 for the year 2019 duly registered on 06.02.2019 registered in the Office of the A.D.S.R. Rajarhat and recorded in Book No. 1, CD Volume No. 1523-2019, Pages - 61340 to 61356, morefully described in the **Schedule 'C'** written hereunder.

1.5. Development Agreement by & between the parties herein :

The Owners herein expressed their desire to develop the said premises by constructing a **Multistoried Building** consisting of flats, Garages and Shops etc. on the said land thereon but due to lack of construction fund, the Owners approached the **Developer** herein to develop the said premises by constructing a **Multistoried Building** consisting of flats / Garages / Shops etc. on the said land morefully described in the **Schedule 'C'** written hereunder at the cost and expenses of the said Developer and accordingly the said Owner has agreed to execute one **Registered DEVELOPMENT AGREEMENT** and one **Registered Power of Attorney** in favour **SWEET HUT INFRASTRUCTURE PRIVATE LIMITED**, having its Office at 41, B.B. Ganguli Street, Kolkata - 700 012 and also at 25A, Park Street, Kamani Mansion, 1st Floor, Room No - 113, P.O. & P.S. Park Street, Kolkata - 700 016, represented by its partners namely (1). **SRI ALOK BANERJEE**, (PAN no. AEDP89475K), son of Late Tinkori Banerjee, residing at premise no. 15/3A, Chinar Park, Kolkata - 700 157, P.O. Hatiara, P.S. Baguati, District - 24Parganas (North) and (2). **SRI ARINDAM BANERJEE**, (PAN no. AEFPB8754F), son of Sri. Alok Banerjee, residing at premises no. 23, Chinar Park, "Star Enclave", Block - A, 3rd Floor, P.O. Hatiara, P.S. Baguati, Kolkata - 700 157, Developer herein as his **Constituted Attorney** and to avoid future contradiction and confrontation the Owners have agreed to execute this Agreement in favour of the Developer as mutually agreed upon and the Owners herein agreed to develop the aforesaid building on the following terms and conditions.

1.6. Registered Power of Attorney : For the smooth running of the said project, the Owners have agreed to execute a **Registered Power of Attorney** by which the Owners herein will appoint and nominate the **Developer** herein.

2. NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH as follows :-

ARTICLE - I, DEFINITION

2.1. OWNERS / VENDORS SHALL MEAN

(1). **SRI CHANDI DAS MUKHERJEE** son of late Hazari Lal Mukherjee and (2). **SRI BIMAL MUKHERJEE**, son of late Hazari Lal Mukherjee, both are by faith - Hindu, by occupation - Retired Person, by Nationality - Indian, residing at Village - Bhatenda, Post Office and Police Station Rajarhat, District North 24 Parganas, Pin - 700 135, West Bengal, to execute all sorts of documents in connection with the Development of the land mentioned in **Schedule 'C'** written hereunder and for executing any sorts of documents, Agreements and also to give Power of Attorney on behalf of the Company to **SWEET HUT INFRASTRUCTURE PRIVATE LIMITED**, having its office at 41, B.B. Ganguli Street, Kolkata - 700 012 and also at 25A, Park Street, Kamani Mansion, 1st Floor, Room No - 113, P.O. & P.S. Park Street, Kolkata - 700 016 for the purpose of Development, Sale and to register all Sale Deeds / Conveyances in favour of the prospective purchaser.

2.2. DEVELOPER / PROMOTER SHALL MEAN

SWEET HUT INFRASTRUCTURE PRIVATE LIMITED, having its office at 41, B.B. Ganguli Street, Kolkata - 700 012 and also at 25A, Park Street, Kamani Mansion, 1st Floor, Room No - 113, P.O. & P.S. Park Street, Kolkata - 700 016, represented through its Directors namely named (1). **SRI ALOK BANERJEE** and (2).

SRI ARINDAM BANERJEE and its respective heirs, legal representative, successor, administrator, successor-in-interest and assigns.

2.3. PREMISES / LAND SHALL MEAN

ALL THAT a piece or parcel of **Bastu** land measuring an area of **10 Katha 13 Chitak** more or less and **600 Sq. ft. tile shed structure** comprised in **R.S. / L.R. Dag Nos. 588 & 589** appertaining to **R.S. / L.R. Khatian Nos. 208 & 474/1** in **Mouza - Bhatenda, P.S. Rajarhat, J.L. No.28, Re.Sa No. 50, Touzi No. 2998**, within the local limit of **Rajarhat -Bishnupur 1 No. Gram Panchayat**, under **A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal.**

2.4. BUILDING

Shall mean **Multistoried Building** to be constructed by the Developer herein according to the sanctioned plan issued by the competent authorities including, in the District of 24-Parganas (North) on the said plot of land more fully and particularly described in the **Schedule 'C'** written hereunder and referred to as the **"SAID BUILDING"**.

2.5. COMMON FACILITIES AND AMENITIES :

Shall mean entrance of the building, corridor, staircase, passage, driveway, lift, machine room, overhead water tank, water pump and motor and other facilities which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

2.6. THE ARCHITECT

Shall mean such person or persons who may be appointed by the Developer for designing, planning and supervision of the building.

2.7. BUILDING PLAN

Shall mean such plan prepared by the Architect for construction of the building or modified plan and sanctioned by the **Rajarhat Bishnupur 1 No. Gram Panchayet** and / or any other such competent authorities as the case may be and amended thereof.

2.8. PROJECT

shall mean the work of development undertaken and to be done by the Developer in respect of the Premises in pursuance of the Agreement and / or any modification or extension thereof till such development of the Premises be completed and possession of the completed Flats be made over to the **Unit Owners.**

2.9. FORCE MAJEURE

Shall include natural calamities, Act of God, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, air raid, strikes, (including of contractor/construction agencies), lockout, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, new and/or charges in any municipal or other rules, laws or policies affecting or likely to affect the Project or any part or portion thereof, shortage of Essential Commodities and/or any circumstances beyond the control or reasonable estimation of the **Developer.**

2.10. SALABLE SPACE :

Shall mean the constructed space in the building available for independent use and occupation after making due provisions for common areas and facilities and spaces required thereof, after deducting the **Owner's allocation.**

2.11. LAND OWNER'S ALLOCATION :

It has been further agreed by and between the parties herein that the **Owners** will get the following :-

a. A sum of **Rs. 10,00,000/- (Rupees Ten Lacs)** only will be paid by the **Developer** to the **Owners** as **refundable / adjustable amount.**

b. **42%** of the total constructed area which will be adjusted from proposed building which will be constructed on the **Schedule "C"** property hereinabove as per proposed valid sanction plan and extension thereof together with undivided impartible proportionate share or interest over the aforesaid **Schedule "C"** property save and except the **Developer's Allocation** more fully described in the **Schedule**

"E" hereinafter along with right of egress and ingress over the main entrance gate and all other common rights in the landings, lobbies, stair cases, passages, sewerages, drainages, electrical installations, top roof of the proposed new building including all amenities, facilities and benefits in respect thereof in respect thereof.

c. Apart from the **Owner's allocation** mentioned in **Schedule 'D'** hereof, the Owners is also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities mentioned in **Schedule 'F' & Schedule 'G'** hereof.

d. That it is agreed by and between the parties hereto that the allocation mentioned in paragraph 2.11(a & b) and also Common facilities morefully mentioned in **Schedule 'F' & Schedule 'G'** respectively here of Agreement written hereunder would be the full and final consideration of the Owners.

2.12. DEVELOPER / PROMOTER'S ALLOCATION :

Shall mean 58% of the total constructed area of the proposed **Multistoried Building** (excluding **Owner's allocation**), including the proportionate share of common facilities, common parts and common amenities of the building which is more fully described in the **Schedule 'F' & Schedule 'G'** respectively written hereunder.

2.13. COVERED-AREA :

Shall mean the plinth area of that Flat including the area of bathrooms, balconies and terraces, in any apartment thereto and also the thickness of the walls (external or internal), the columns and pillars therein Provided That if any wall, column or pillar be common between two Flats, the one-half of the area under such wall, column or pillar shall be included in each such Flat.

2.14. SUPER BUILT-UP AREA

Shall mean the area of a Flat to be computed by adding the Built-up Area of the Flat with proportionate share in the Common Portions & Common services i.e. Driveways, Walkways, Security rooms, Boundary walls, Drains, Septic tanks, Underground reservoirs, Service toilets, Maintenance room, Generator room, Electrical rooms, Gym room, Community Hall and any other additional Space provided for common services. For convenience of calculation the **Developer** may ascertain a percentage (25% more or less, of the Built up Area) to calculate the Super Built up Area, as may be deemed appropriate by the **Developer** in its absolute discretion.

2.15. APPLICABLE LAW

Shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter and shall include Change in Laws.

2.16. ADVOCATE FOR THE PROJECT

Shall mean Mr. Swapnadip Das, Advocate having his Office at no.6, Old Post Office Street, ground floor, Room no.56, Kolkata - 700001.

2.17. TRANSFEREE

Shall mean a person / firm / limited company / association of person to whom any space in the building has been transferred.

2.18. SINGULAR

Shall include plural and vice versa.

2.19. MASCULINE GENDER

Shall include feminine and neutral genders and vice versa.

ARTICLE - II, COMMENCEMENT

3.1. This Agreement shall be deemed to have been commenced on and with effect from _____ day of _____, 2019.

ARTICLE - III, OWNER'S RIGHT & REPORESENTATION

4.1. Rightful legal possession

4.1.A. The **Owners** are now seized and possessed of and / or otherwise well and sufficiently entitled to the said premises and shall deliver physical as well as identical possession to the **Developer** to develop the said premises.

4.1.B. There is no existing agreement regarding the development or sale of the said premises and that all other agreement if any made prior to this agreement, be treated as cancelled and the **Owners** agree to indemnify and keep indemnified the **Developer** against any or all claims made by any third party in respect of the said premises and the **Developer** has no liability in this regard. That the **Owners** shall handover the vacant peaceful possession of the aforesaid property after meeting all liabilities to the **Developer**.

4.2. Free from Encumbrances

4.2.A. The **Owners** specifically undertake that the said property has not been subject to any notice of attachment under Public Demands Recovery Act or for payment of Income Tax or other Statutory Law.

4.2.B. The **Owners** hereby unequivocally and unambiguously declare that the said plots of lands are free from all encumbrances and liens, lispendents, attachments, trust acquisitions requisitions whatsoever and howsoever and the **Owners** have marketable title thereto and the aforesaid lands are not affected by or under the Urban Land (Ceiling and Regulation) Act, 1976 or under the West Bengal Land Reforms Act, 1955 or by any other Act and that no certificate proceeding and no notice of attachment has or have been instituted and / or served upon the **Owners** under the Income Tax Act, 1961 or Gift Tax or wealth Tax and / or under Estate Duty Act or under any Statute and that no notice has ever been served upon the **Owners** and the **Owners** hereby also declare that there is no excess vacant land in the said property within the meaning of **Urban Land (Ceiling and Regulation) Act, 1976 or by any other Act** the **Owners** hereby also declare that they never created any mortgage of their **Schedule "C"** mentioned property to any Bank or Financial institutions.

4.3. That the **Owners** undertake to hand over the peaceful and vacant possession of the property for the purpose of raising the new construction at the said property to the **Developer**. The **Owners** shall pay all arrear Panchyat taxes, Khajna and other usual Taxes till the date of making over possession thereof in favour of the **Developer**.

4.4. On and from the date of delivery of physical possession of the **Owner's Allocation**, the **Owners** shall also be responsible to pay and bear and shall forthwith pay on demand to the **Developer / its** nominee or assignees the proportionate service charges for the common facilities in the newly constructed building payable in respect of the **Owner's Allocation** and such charges are to include proportionate share of premises for the insurance of the building, water, fire charges, lights sanitary and maintaining, occasional repair of the portion to be used in common and its renovation, replacement, repair and maintenance charges and expenses for the building to be used in common and of all common wiring, pipes, electrical and equipments, stairways, corridors, halls, passage, ways, parkways and other facilities whatsoever as may be mutually agreed from time to time subject to the chargeability to actual Flat/property owners.

4.5. That the total area of land is more or less **10 Katha 13 Chitak** be the same a little more or less.

ARTICLE - IV. DEVELOPER/PROMOTER'S RIGHTS

5.1. **Authority of Developer** : The **Developer** shall have authority to deal with the property in terms of the Agreement or negotiate with any person or persons or enter into any contract or Agreement or take any advance against its allocation or acquired right under these Agreement and in case the **Developer** requires any financial assistance from any Nationalised / Private / Foreign Bank or from any Financial Institution for the better development or expansion of the proposed building without imposing any financial liability to the **Owners**, the **Owners** shall enter into any kind of Agreement and execute any sorts of documents that may be required time to time for

this purpose.

5.2. Legal right of Construction : The **Owners** hereby grant permission, subject to what have been hereunder provided to the **Developer** to build new building upon the said land in accordance with the plan sanctioned by **Rajarhat Bishnupur 1 No. Gram Panchayet** or any other Govt. authorities and any amendment thereof in the name of the **Owners** with or without any amendment and / or modification thereto made or caused to be made by the parties thereto.

5.3. Booking & Agreement for sale : Booking from Intending Purchaser for **Developer's Allocation** will be taken by the **Developer** and the Agreement with the Intending Purchaser will be signed by **Developer** herein on behalf of the **Owners** as a Registered Power of Attorney Holder.

5.4. Selling Rate : The selling rate of the **Developer's allocation** will be fixed by the **Developer** without any permission or consultation with the **Owners** The profit & loss, earned from the project will be entirely received or borne by the **Developer** and no amount will be adjusted from the **Owners' Allocation** on account of loss or vice versa on account of profit from **Developer's allocation**.

5.5. Legal power of Developer : **Developer** is empowered to collect consideration money from the sale of **Developer's allocation** from the Intending Purchaser and issue money receipt in its own name, take advance and full and final consideration from the Intending Purchaser for **Developer's allocation** only.

5.6. Delivery of Possession : That on completion of the proposed **Multistoried Building** when the flats / Garages / Shops are ready for giving possession, the **Developer** will put the **Owners** in their allocation. The possession letter will be signed by the **Developer** and Power of Attorney holder of the **Owners** and **Owners** also will sign if needed. The Deed of Conveyance will be signed by the **Developer**, for its allocation, on behalf of and as representative and Registered Power of Attorney Holder of the **Owners** and the **Owners** will sign the Deed of Conveyance as Vendors, if needed.

5.7. Construction cost : All construction cost will be borne by the **Developer**.

5.8. Authority of signature : All applications, plans and other papers and documents that may be required by the **Developer** for the purpose of obtaining necessary sanction from the local panchayat or any other competent authorities, shall be prepared and submitted by the **Developer** on behalf of the **Owners** and the **Owners** shall sign all such plans, application, other papers and documents as and when necessary and all costs expenses including plan sanctioning costs will be borne by the **Developer**.

5.9. Sale proceeds of Developer's allocation : That the **Developer** shall carry total construction work of the present building at its own costs and will take the sale proceeds of **Developer's Allocation** exclusively.

5.10. Demolition of building : The **Developer** herein shall demolish the existing structure, if any, at its own cost and the materials of the said demolished building shall be taken by the **Developer**.

ARTICLE - V, CONSIDERATION

6.1. The **Developer** has agreed to build the said proposed building / unit at its own cost and expenses and **Owners** shall not be required to contribute any sums towards the construction of the said building or buildings on the said premises.

6.2. In consideration of the **Owners** having agreed to grant exclusive right for developing the said premises in addition to the **Owner's allocation** as herein provided, as mentioned herein.

6.3. Apart from the aforesaid consideration, which has already been made by the **Developer** to the **Owners**, the **Developer** has agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of development of the said premises and / or this **Development Agreement** and such consideration for all practical purpose will be deemed to be apparent consideration which are as follows :-

- (a). Space allocation to the **Owners**

(b). Cost, charge and expenses incurred for construction erection and completion of the said new building at the said Premises.

(c). Cost, charge and expenses incurred for appointment of Engineer if any and also sewerage, drainage and other connection.

(d). Fees payable to Architect and the Engineers as also fees payable to the **Rajarhat Bishnupur 1 No. Gram Panchayet**, in the District of 24-Parganas (North) or any other Govt. authorities for the purpose of obtaining necessary permission of sanction for sewerage, drainage and water connections.

(e). Legal expenses incurred and paid for this Development Agreement and all other expenses and charges for the purpose of development of the said permission of sanction for sewerage, drainage and water connection.

(f). Cost of supervision of construction of the **Owner's allocation** of the said premises.

6.4. The **Owners** having agreed to grant exclusive right for developing the said premises in term of these presents the **Developer** has agreed, undertaken to build the said building at its own cost and expenses and the **Owners** shall not be required to contribute any sum towards construction of the said building and or development of the land.

ARTICLE - VI, PROCEDURE

7.1. The **Owners** shall grant to the **Developer** one Registered Power of Attorney as may be required for the purpose of obtaining sanction of plan and all necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the **Rajarhat Bishnupur 1 No. Gram Panchayet**, in the District of 24-Parganas (North) and other Govt. authorities.

ARTICLE - VII, DEALING OF SPACE IN THE BUILDING

8.1. The **Developer** shall on completion of the new building put the **Owners** in undisputed possession of the **Owner's allocation** together with all right of the common facilities and amenities as mentioned earlier.

8.2. The **Owners** shall be entitled to transfer or otherwise deal with **Owner's allocation** in the building and the **Developer** shall not in any way interfere or disturb with peaceful possession of the **Owner's Allocation**.

8.3. The **Developer** shall be exclusively entitled to the **Developer's allocation** in the building with exclusive right to transfer any right, claim, interest therein irrespective of the **Owners** and the **Owners** shall not in any way interfere with or disturb the quiet and peaceful possession of the **Developer's Allocation**.

ARTICLE - VIII, SPACE ALLOCATION

9.1. On completion of the proposed building the **Owners** agree to sign, execute and register at the cost of the **Developer** or Intending Purchaser all such agreements, documents, installments and writing as may be necessary and expedient for the purpose of transfer or sale of the **Developer's Allocation**.

ARTICLE - IX, POWER AND PROCEDURE

10.1. The **Owners** executing one Registered Power of Attorney in favour of the **Developer** including power of preparing and executing and signing and also presenting for registration of deed of conveyance for **Developer's Allocation** as follows :-

1. To appear and represent before the authorities of **Rajarhat Bishnupur 1 No. Gram Panchayet**, in the District of 24-Parganas (North), B.L.L.R.O. and S.L.R.O. and before the D.L.R.S., C.E.S.C / W.B.S.E.B., Income Tax Department, authorities under the Town and Country Planning Act, Airport authority of India, Assurance of Calcutta, District Registrar, Barasat, Addl. Dist. Sub-Registrar - Bidhannagar, Salt Lake City and before all other statutory and local bodies as and when necessary for the purpose of construction of a new building and do all the needful as per the terms and conditions mentioned in this Development Agreement for registration of flats of **Developer's Allocation**.

2. To apply obtain electricity, Gas, water, Sewerage order and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development, plans and also to submit and take delivery titles deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint engineers, architects, and other agents and Sub - Contractor for the aforesaid purpose as the said **Developer** may think fit and proper.
3. To defend possession, manage and maintain the said premises including the building to be constructed thereon.
4. To sign, verify and file application, forms, and building plans and for **Multistoried Building**, documents and papers in respect of the said premises before **Rajarhat Bishnupur 1 No. Gram Panchayet**, in the District of 24-Parganas (North) or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building over and above the said premises.
5. To pay all Panchyat and other Statutory Taxes, Rates and charges in respect of the said premises and building on behalf of **us** and in **our** names as and when the same will become due and payable.
6. To enter into any Agreement for sale, Memorandum of Understanding and / or any other instrument and document in respect of flats / units within **Developer's Allocation** in the said new multistoried building in favour of the Intending Purchaser / Intending Purchasers except the area to be retained by the Owner/s in terms of the Agreement for Development, to take finance / loan in **its** name and / or any nominated Intending Purchaser / Intending Purchaser's name from any financial concern by depositing and mortgaging flat / flats / shops / car parking space from **Developer's Allocation** and to sign in the papers and documents for the said purpose on **our** behalf.
7. To receive the consideration money in cash or by cheque / draft from the Intending Purchaser / Purchasers for sale or booking of flats or units or car parking space / shops and shall grant receipt in **its** name thereof in respect of the **Developer's Allocation** only and to give full discharge to the Intending Purchaser / Intending Purchasers as **our** lawful representative.
8. To execute necessary Deeds of Conveyance in favour of the Intending Purchaser or Purchasers for flats / shops / garages and / or car spaces, within the **Developer's allocation** by putting the signature of the above named **Developer** on behalf of **us** and also to receive full and final consideration of the flats / shops / garages and / or car spaces within the **Developer's allocation** and giving discharge the Intending Purchasers by issuing money receipts in **its** name.
9. To instruct the Advocate / Lawyer for preparing and / or drafting such agreement, instruments, documents and other such papers as per the terms and conditions agreed upon by both the parties in this agreement as may be necessary for the purpose for sale of the flats / units in the said building over and above **our** said premises.
10. To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning **our** said premises or any or portion thereof.
11. To sign, declare and / or affirm any plaint, written statement, petition, affidavit, verification and vakalatnama, warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to **our** said premises or in any way connected therewith.
12. That the **Developer** will do all the necessary steps to execute the Deed of Conveyance before the proper registering officer according to the condition mentioned in this agreement for development.
13. For all or any of the purposes herein before stated and to appear and represent **our** before all concerned authorities having Jurisdiction over the said premises as per the condition mentioned in the development agreement.

14. The **Developer** will do the aforesaid act, deed and things regarding the development of the land mentioned in schedule of the Agreement for Development.

ARTICLE - X, NEW BUILDING

11.1. Construction cost : The **Developer** shall at its own costs construct, and complete the new building at the said premises in accordance with the sanctioned plan with good and standard material as may be specified by the Architect from time to time.

11.2. Installation of common amenities : The **Developer** shall install, erect in the building at **Developer's** own cost expenses electrification, permanent electric connection from the C.E.S.C / W.B.S.E.B., and until permanent electric connection will be obtained temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale the flats / shops / garages and / or car spaces therein Ownership basis and as may be mutually agreed upon.

11.3. Fees payable to Architect : All cost, charges and expenses including Architect's fees shall be discharged and paid by the **Developer** and the **Owners** shall bear no responsibility in this context.

11.4. Municipal / Panchayat and other Taxes : The **Owners** shall pay and clear up all the arrears on account of municipal / Panchayat taxes and outgoing of the said premises up to the date of this agreement. It is further agreed by and between the parties that the **Owners** shall not pay any taxes and municipal taxes and other taxes in respect of the said property from the date of execution of these presents. All such taxes outgoing and electricity charges in respect of the said properties would be borne by the **Developer** from the date of execution of these presents till the date of handing over **Owner's** allocation.

ARTICLE - XI, COMMON FACILITIES

12.1. The **Developer** shall pay and bear all property, taxes and other dues and outgoing in respect of the said premises according to dues as and from the date of execution of this agreement.

12.2. After completion of this project or after receiving respective allocation the **Owners** and the **Developer** shall punctually and regularly pay for **their** respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the **Owners** and **Developer** and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the **Owners** or the **Developer** in this behalf.

12.3. As and from the date of service of notice of possession, the **Owners** shall also be responsible to pay and bear and shall pay to the **Developer** the service charges for the common facilities in the new building payable in respect of the **Owner's Allocation** such charges is to include proportionate share of premium for the insurances of the building, if any, water, fire and damaging charges and taxes, light, sanction and maintenance, occasional repair and renewal charges for bill collection and management of the common facilities renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways and other common facilities and other common facilities whatsoever agreed upon or may be mutually agreed from time to time.

12.4. The **Owners** shall not do any act, deed or things whereby the **Developer** may be prevented from construction and completion of the said building. The time factor will be countable regarding any unforeseen reason beyond the control of the **Developer**.

ARTICLE - XII, COMMON RESTRICTION

The **Owners** hereby agrees and covenants with the **Developer** not to cause any interference in the construction of the proposed building for the benefits of all occupiers of the building which shall include the following :-

13.1. No illegal & immoral act : Neither party shall use or permit to be used the

annoyous illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

13.2. No breach of Laws and byelaws : Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation or violation and / or breach of any of the said laws byelaws and regulation.

13.3. Maintain of self unit : The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein.

13.4. Maintenance of cleanliness of building : Neither party shall throw or accumulate any dirt, rubbish, waste and refuse to permit the same to be thrown or accumulated in or about the building or in the compound corridor or any other portion or portions of the building.

ARTICLE - XIII. OWNER'S OBLIGATION

14.1. No interference : The Owners hereby covenant with Developer not to cause any interference or hindrance in the construction of the building at the said premises by the Developer.

14.2. Owner covenant with Developer : The Owners hereby agree and covenant with Developer not to do any act, deed or thing whereby the Developer may be prevented from selling assigning and / or disposing of any of the Developer's allocation in the building at the said premises.

14.3. Vesting of interest during Construction : The Owners hereby agree and covenant with the Developer not to let out, grant, lease, mortgage and / or charge the said premises or any portion thereof in respect of Developer's allocation.

14.4. Owner's Co-operation : The Owners shall permit the Developer and its servants and agent with or without workmen and others at all reasonable times to enter into and upon the Owner's Allocation and every part thereof for the purpose of repairing, maintaining building, cleaning, lighting and keeping in order and good condition any common facility and / or for the purpose of putting down maintaining, repairing and testing drains, gas and water pipe and electric wire and for any similar purpose.

14.5. Maintenance and miscellaneous fund : The Owners shall pay the amount for Maintenance, transformer installation charges, personal Electric Meter installation charges, Generator charges and other common and extra facilities which have been provided by the Developer for Owner's Allocation. The amount in this regard calculated by the Developer should be paid by the Owners to the Developer Company before the receiving possession of the Owner's Allocation.

ARTICLE - XIV. DEVELOPER'S OBLIGATION

15.1. Time period of handing over the Possession : The Developer hereby agrees and covenants with the Owners to complete the construction of the building within **36 (Thirty Six)** months from the date of starting construction. This period can be extended for a further period of **6 (Six)** months subject to **FORCE MAJEURE** reasons.

15.2. Developer covenants with Owners : The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners are prevented from enjoying selling, assigning and / or disposing of any Owner's Allocation in the building at the said premises vice versa.

15.3. Tax of Developer's allocation : The Owners shall not be responsible for any Income Tax and any other taxes in respect of the Developer's allocation in the proposed building.

ARTICLE - XV. OWNER'S INDEMNITY

16.1. The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without interference or disturbances.

ARTICLE - XVI. DEVELOPER'S INDEMNITY

18.1. The Developer hereby undertakes that the Owners shall enjoy their allocated space without interference or disturbances.

ARTICLE - XVII. MISCELLANEOUS

18.1. **Fixing of Hoarding & banner** : Immediately upon the Developer obtaining vacant possessions of the premises for the development, shall fix hoardings and banners and be entitled to start construction if laws of the land so permit after obtaining sanction of the building plan from the competent authority.

18.2. **Supplementary deeds and documents** : It is understood that from time to time to facilitate the construction of the building by the Developer various deeds matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners for which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such legal act, deed, matters and things as and when required and the Owners shall execute any such additional Power of Attorney and / or authorization as may be required by the Developer for all such purposes and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners and / or against the spirit of these presents.

18.3. **Name of the Building** : The name of the building shall be given by the Developer in due course. The Owner / or the Flat Owners and / or the Association shall not be entitled to change the said name under any circumstances whatsoever.

18.4. **Association of building** : The Developer and the Owners shall mutually frame scheme for the management and the administration of the said building and / or common parts thereof after the completion of the said building.

18.5. **Electric meter** : Installation of electric meters charges of the Owner's Allocation shall be borne by the Owners.

18.6. The Owners and the Developer have entered into this Agreement purely as a Joint Venture between the parties hereto.

18.7. the Developer shall be entitled to borrow money for construction of the proposed **Multistoried Building** from any Bank of Financial Institutions without creating any financial liability of the Owners or affecting their estate and interest in the said premises and it is being expressly agreed and understood that in no event the Owners or any of their estate shall be responsible and / or made liable for payment of any dues if payable, by the Developer to such Banks and for that purpose.

18.8. The Developer herein may amalgamate the said plot to any other plot or future plots for construction/extension of the proposed building.

ARTICLE - XVIII. FORCE MAJEURE

19.1. In the event of any delay suffered by the Developer in performance of its obligations herein due to Force Majeure or for reasons beyond the control of the Developer and in that event the time for construction of the building shall stand suitably extended.

19.2. Force Majeure shall include natural calamities, Act of God, flood, tidal waves, earthquake, riot, war, storm, tempest, fire, civil commotion, air raid, strikes, (including by contractor/construction agencies), lockout, transport strike, notice or prohibitory order from Municipal Corporation or any other statutory body or any Court, Receiver, Government Regulations, amendment in any municipal or other rules, laws or policies affecting or likely to affect the Project or any part or portion thereof, shortage of Essential Commodities and/or any circumstances beyond the control of the Developer.

ARTICLE - XIX. JURISDICTION

20.1. The Jurisdictional Court shall have the Jurisdiction to entertain and determine all action suits and proceeding arising out of these presents between the parties hereto.

ARTICLE - XX. LEGAL ACTION

21.1. The Developer has every right to execute conveyances or sale deeds or join in the execution thereof in favour of the prospective purchasers of flats in the said

building to be constructed. The Stamp Duty and Registration charges and all formalities in connection therewith will be paid and borne by the Intending Purchaser and the Owners shall have no responsibility whatsoever in respect thereof. Be it provided however that the costs of the conveyance or conveyances including non judicial stamps and registration expenses and all other legal expense shall be borne exclusively and paid by the Intending Purchaser, its nominee or nominees and / or prospective buyers.

21.2. That the Agreement for Sale and Deed of Conveyance of all the Flats constructed by the Developer on the plot of land mentioned in **Schedule 'C'** shall be prepared by Mr. Swapnadip Das, Advocate having his Office at no. 6, Old Post Office Street, ground floor, Room no. 56, Kolkata - 700001 appointed Advocate for this entire project and the registration charges and all other expenses should be deposited by the Purchaser / Purchasers to the said Advocate.

21.3. Any dispute or difference amongst or between any of the parties hereto arising out of and/or relating to and/or connected with the said Flat Unit and/or the Memorandum of any term or condition herein contained and/or relating to interpretation thereof shall be referred to proper court of law having jurisdiction over the place of issue.

ARTICLE - XXI, DEFAULTS & CONSEQUENCES

If the **Developer** fails to complete the project due to any defect arising from the part of the **Owners** or any defect subsequently found in respect of the land then the **Owners** return the investment of the **Developer** along with interest @ 12% per annum within 3 (Three) months from the date of Notice issued by the **Developer** concern.

**SCHEDULE "A" ABOVE REFERRED TO
(Description of the Land and Property)**

All that piece and parcel of **Bastu** land measuring about **3 Katha 3 Chitak** more or less out of **12 decimals** equivalent to **7 Katha 4 Chitak** and **200 Sq. ft. tile shed structure** comprised in C.S. Dag No. 377 corresponding to L.R. / R.S. Dag No. 589 appertaining to L.R. / R.S. Khatian No. 208 in Mouza - Bhatenda, P.S. Rajarhat, J.L. No.28, Re.Sa No. 50, Touzi No. 2998, within the local limit of Rajarhat -Bishnupur 1 No. Gram Panchayat, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal, written hereunder, which is butted and bounded as follows :-

ON THE NORTH	R.S. Dag no. 587 (P) & 588 (P)
ON THE SOUTH*	Land of Ranu Mukherjee
ON THE EAST	25 Ft Rajarhat School Road
ON THE WEST	R.S. Dag no. 597 (P)

**SCHEDULE "B" ABOVE REFERRED TO
(Description of the Land and Property)**

All that piece and parcel of land measuring about more or less **7 Katha 10 Chitak** more or less out of **18 decimals** equivalent to **11 Katha** and **400 Sq. ft. tile shed structure** comprised in C.S. Dag No. 378 corresponding to L.R. / R.S. Dag No. 588 appertaining to L.R. / R.S. Khatian No. 474/1, in Mouza - Bhatenda, P.S. Rajarhat, J.L. No.28, Re.Sa No. 50, Touzi No. 2998, within the local limit of Rajarhat -Bishnupur 1 No. Gram Panchayat, under A.D.S.R.O. Rajarhat, District North 24-Parganas, West Bengal, which is butted and bounded as follows :-

ON THE NORTH	R.S. Dag no. 587 (P)
ON THE SOUTH	Land of Ranu Mukherjee
ON THE EAST	25 Ft Rajarhat School Road
ON THE WEST	R.S. Dag no. 589 (P)

SCHEDULE "C" ABOVE REFERRED TO
(Description of the Land and Property)

Amalgamated Property
ALL THAT a piece or parcel of Bastu land measuring an area of 10 Katha 13 Chitak
more or less and 600 Sq. ft. tile shed structure comprised in R.S. / L.R. Dag
Nos. 588 & 589 appertaining to R.S. / L.R. Khatian Nos. 208 & 474/1 in Mouza -
Bhatanda, P.S. Rajarhat, J.L. No.28, Re.Sa No. 50, Touzi No. 2998, within the local limit
of Rajarhat -Bishnupur 1 No. Gram Panchayat, under A.D.S.R.O. Rajarhat,
District North 24-Parganas, West Bengal, which is butted and bounded as follows

ON THE NORTH	R.S. Dag no. 587 (P)
ON THE SOUTH	Land of Ranu Mukherjee
ON THE EAST	25 Ft Rajarhat School Road
ON THE WEST	R.S. Dag no. 586 (P) & 597 (P)

SCHEDULE "D" ABOVE REFERRED TO
(Owner's Allocation)

The Owners will get as following :-

- a. A sum of Rs. 10,00,000/- (Rupees Ten Lacs) only will be paid by the Developer to the Owners as refundable / adjustable amount.
- b. 42% of the total constructed area which will be adjusted from proposed building which will be constructed on the Schedule "C" property hereinabove as per proposed valid sanction plan and extension thereof together with undivided impartible proportionate share or interest over the aforesaid Schedule "C" property save and except the Developer's Allocation more fully described in the Schedule "E" hereinafter along with right of egress and ingress over the main entrance gate and all other common rights in the landings, lobbies, stair cases, passages, sewerages, drainages, electrical installations, top roof of the proposed new building including all amenities, facilities and benefits in respect thereof.
- c. Apart from the Owner's allocation mentioned in Schedule 'D' hereof, the Owners are also freely and legally entitled to all benefits and rights mentioned in all Common Areas / Facilities mentioned in Schedule 'F' & Schedule 'G' hereof.
- d. That it is agreed by and between the parties hereto that the allocation mentioned in paragraph (a & b) and also Common facilities morefully mentioned in Schedule 'F' & Schedule 'G' respectively here of Agreement written hereunder would be the full and final consideration of the Owners.

THE SCHEDULE "E" ABOVE REFERRED TO
(Developer's Allocation)

ALL THAT 58% of the total constructed area on the Schedule "C" property hereinabove as per proposed valid sanction together with undivided impartible proportionate share or interest over the aforesaid Schedule "C" property save and except the Owner's Allocation more fully described in the Schedule "D" hereinabove along with right of egress and ingress over the main entrance gate and all other common rights in the landings, lobbies, stair cases, passages, sewerages, drainages, electrical installations, top roof of the proposed new building including all amenities, facilities and benefits in respect thereof.

THE SCHEDULE "F" ABOVE REFERRED TO
(Common Facilities)

- 1. Staircase on all floors.
- 2. Staircase landing and lift landings on all floors and roof of the top floor.
- 3. Common passage on the ground floor.
- 4. Water pump, water tank (overhead and underground) water pipes and other

- common plumbing installation.
 5. Drainage and sewerage.
 6. Fire-escape.
 7. Electrical wiring, meters and fittings.
 8. Boundary walls and main gates.
 9. Such other common parts, areas, equipments, installation, fixture, fittings and spaces in or about the said building as are necessary for passage or for the use and occupancy of the flats in common.

**THE SCHEDULE "G" ABOVE REFERRED TO
 (Specification of the work)**

1	Structure	RCC Frame Structure.
2	Brick Work	Brick work will be done with good quality Bricks, all outer walls are 8" thick, main partition walls are 5" thick and all inner walls 3" thick respectively.
3	Doors	Wooden frames with flash door.
4	Windows	Aluminium windows.
5	Living / Dining	Flooring – Marbel / Vitrified Tiles.
6	Bedrooms	Flooring – Marbel / Vitrified Tiles.
7	Kitchen	Flooring – Anti Skid Tiles. Counter – Black Stone / Granite Platform with Stainless Steel Sink & Tiles upto 2 feet height above counter.
8	Toilets	Flooring – Anti Skid Tiles. Wall Tiles – Tiles upto 6 feet/Door height. Sanitary wares – White branded fittings CP fittings – Superior quality fittings – ISI marked.
9	Electrical	Electrical wiring fittings and other accessories for lighting the staircase lobby and other common areas.
10	Inner Wall	Will be Plaster of Paris finished.
11	Lifts	Passenger Lifts of reputed ISI make.

Extra Work : Any extra works other than the standard schedule shall be charged extra as decided by the **Developer** and such amount shall be deposited before execution of such works to the **Developer**. Nobody has the right to do any extra work by their own labour all extra work will be done through the **Developer**.

IN WITNESS WHEREOF all the parties, hereto have hereunto set and subscribed their respective hands, seals and signature on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

By the parties at KOLKATA
In presence of :

WITNESSES :

1. Anil Kumar Mukhopadhyay
81a- Kabi Hriday Lal Mukhopadhyay,
Via - Bhatnagar,
P.O. & P.S. Rds market
Pin - 135.

2. Sampadip Das.
M. H. S. B. Das
98, Mahipati Rd.
KOL-78

- ① Binul Das
- ② Chandras Mukherjee

Signature of the Owners.

For Sweet Hut Infrastructure (P) Ltd.

①

Binul Das
Director

For Sweet Hut Infrastructure (P) Ltd.

②

Anil Kumar
Director

Signature of the Developer.

Memo of consideration

RECEIVED with thanks of and from the within named **Developer** a sum of **Rs. 10,00,000/- (Rupees Ten Lacs)** only as an advance money with good health and sound mind and put our signature on this **Development Agreement** without any provocation of any person and/or without any pressure raised by any person as per Memo below :-

S. no.	Dated	Mode of Payment	Amount
1.	07.11.2018	cheque no. 0000131 (HDFC Bank)	Rs. 1,00,000/-
2.	15.02.2019	" " 000018 (" ")	Rs. 4,00,000/-
3.	15.02.2019	" " 000020 (" ")	Rs. 5,00,000/-
4.			
5.			

Total Rs. 10,00,000/-
(Rupees Ten Lacs) only.

WITNESSES :

1. Anil Kumar Mondalpadhyay .

2. Swapnadip Das .

① Binay Dasgupta

② Chandidas Mukherjee

Signature of the Owners.

Read over, Explained, Drafted
& Prepared By me as per documents
and information supplied to me :-

Swapnadip Das

Sri. Swapnadip Das,
Advocate.

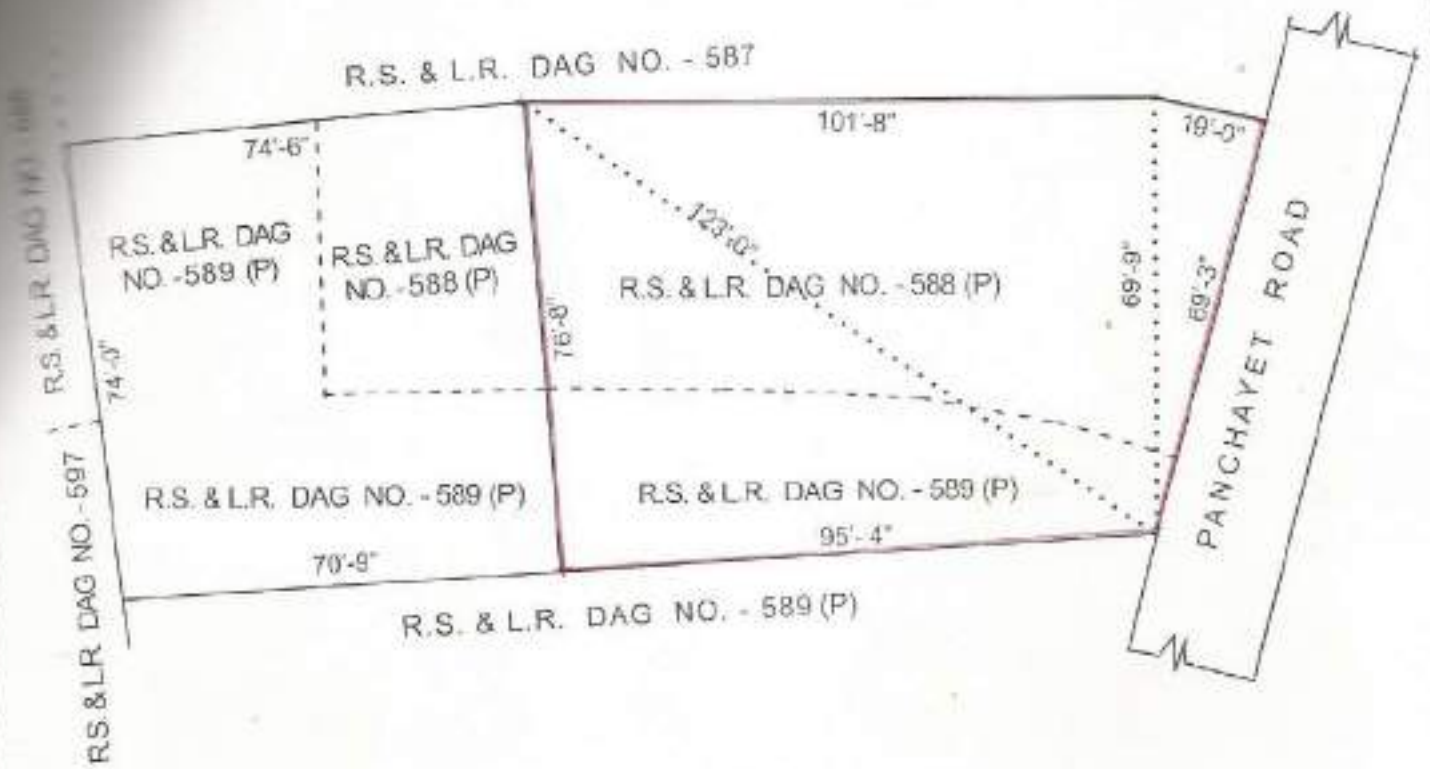
6, Old Post Office Street,
Gr. Floor, Room No. 56
Kolkata - 700 001
☎ 9830168651 ☎

E.Mail : swapnadip_das@yahoo.com

Enrolment no. WB/1782/02

PLAN OF PART OF R.S. & L.R. DAG NO - 588 & 589. AT MOUZA - BHATENDA
 NO. - 28 R.S NO - 50, L.R. KHATIAN NO - 474/1 & 208. P.S. - RAJARHAT, DIST. -
 NORTH-24 PARGANAS UNDER RAJARHAT - BISHNUPUR I NO. - GRAM PANCHAYET.
 SCALE - 1" = 30'-0"

NAME OF OWNER -



COLOUR	REFERENCE	AREA			
		ACRE	K	C.H	S.F.T
	R.S. & L.R. DAG NO. - 588 (P)	0.1265	07	10	15
	R.S. & L.R. DAG NO. - 589 (P)	0.0535	03	03	30
	TOTAL AREA	0.1800	10	14	00

MORE OR LESS

For Sweet Hut Infrastructure (P) Ltd.

[Signature]
 Director

[Handwritten Signature]

For Sweet Hut Infrastructure (P) Ltd.

[Handwritten Signature]
 Director

OWNER'S SIGNATURE.

COPIED BY
[Signature]
 M. BISWAS
 SURVEYER
 RAJARHAT
 R-S/60055

Thumb Fore Middle Ring Little

SPECIMEN FORM FOR THE FINGERPRINTS

Signature of the
Person Present

	Little	Ring	Middle	Fore	Thumb
	(LEFT HAND)				
					
	Thumb	Fore	Middle	Ring	Little
	(RIGHT HAND)				
					



Handwritten signature

Handwritten text

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	(LEFT HAND)				
					
	Thumb	Fore	Middle	Ring	Little
	(RIGHT HAND)				
					



Handwritten signature

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	(LEFT HAND)				
	Thumb	Fore	Middle	Ring	Little
	(RIGHT HAND)				



Handwritten signature

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SPECIMEN FORM FOR THE FINGERPRINTS

Anur Kumari

Signature of the
Assistant: Present only



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	(LEFT HAND)				
					
	Thumb	Fore	Middle	Ring	Little
	(RIGHT HAND)				
					

Anuram Banja



Anuram Banja

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	(LEFT HAND)				
					
	Thumb	Fore	Middle	Ring	Little
	(RIGHT HAND)				
					

	Little	Ring	Middle	Fore	Thumb
	(LEFT HAND)				
	Thumb	Fore	Middle	Ring	Little
	(RIGHT HAND)				

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AEWPM2021D

नाम/ Name

CHANDIDAS MUKHERJEE

पिता का नाम/ Father's Name
HAJARILAL MUKHERJEE

जन्म की तारीख / Date of Birth
19/02/1942

Chandidas Mukherjee

हस्ताक्षर/ Signature



14092017

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

BIMAL MUKHERJEE
HAZARI LAL MUKHERJEE

18/06/1944

Permanent Account Number

AEWPM2023B

Bimal Mukherjee
Signature



आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA

SWEET HUT INFRASTRUCTURE PRIVATE
LIMITED

16/09/2010

Form No. 16B (Income Tax)

AAOCS9884L

0012010

SWEET HUT INFRASTRUCTURE PRIVATE LIMITED
Signature



PERMANENT ACCOUNT NUMBER
AEDPB9475K



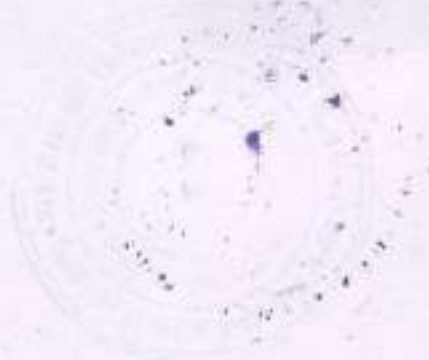
MR. ALOK BANERJEE

FATHER'S NAME
TILKOUJI BANERJEE

DATE OF BIRTH
01-02-1948

[Signature]

[Signature]
COMMISSIONER OF INCOME TAX



[Handwritten signature]

ELECTION COMMISSION OF INDIA

IDENTITY CARD No. WB/20/091/760227




Electors Name: BANANDEE ALOK
 Father's Name: BANANDEE ALOK
 Husband's Name: TINKAR
 Address: BANANDEE ALOK
 Age as on 11/05/2011: 48

Banande

RAJASTHAN GOVERNMENT
 RAJASTHAN GOVERNMENT
 NORTH WEST PARGANAS

Name: BANANDEE ALOK
 Father's Name: BANANDEE ALOK
 Husband's Name: TINKAR

Facsimile Signature
 Electoral Registration Officer
 Office of the Electoral Officer
 North West Parganas
 District of Rajasahi District

Place: BARASAT
 Date: 12/05/2011


ELECTION COMMISSION OF INDIA
 भारत/रजि. संवर्धन समिति
IDENTITY CARD **0002292242**
 पहचान पत्र




Electors Name	Arindam Banerjee
निर्वाचक नाम	आरिंदम बनर्जी
Father's Name	Alok
पितास नाम	अलोक
Sex	M
लिंग	पुरुष
Age as on 1.1.2011	32
0002292242	00

Arindam Banerjee





Abindam Banee



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

GRN: 19-201819-034360264-1

Payment Mode Online Payment

GRN Date: 07/02/2019 11:24:29

Bank : HDFC Bank

BRN : 711574531

BRN Date: 07/02/2019 11:26:35

DEPOSITOR'S DETAILS

Id No. : 15231000033605/4/2019
(Query No./Query Year)

Name : swapnadip das

Contact No. :

Mobile No. : +91 9830945034

E-mail : swapnadip_das@yahoo.com

Address : dum dum kolkata 700028

Applicant Name : Mr S DAS

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15231000033605/4/2019	Property Registration- Stamp duty	0030-02-103-003-02	20011
2	15231000033605/4/2019	Property Registration- Registration Fees	0030-03-104-001-16	10021

Total

30032

In Words : Rupees Thirty Thousand Thirty Two only

Major Information of the Deed

Deed No :	I-1523-02090/2019	Date of Registration	20/02/2019
Query No / Year	1523-1000033605/2019	Office where deed is registered	
Query Date	05/02/2019 12:02:15 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	S DAS HIGH COURT, Thana : Hare Street, District : Kolkata, WEST BENGAL, Mobile No. : 9830168651, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
Rs. 4/-	Rs. 1,35,80,469/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article 48(g))	Rs. 10,021/- (Article: E. E. B)		
Remarks			

Land Details :

District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Bhatenda Pin Code : 700135

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1	LR-589	LR-208	Bastu	Bastu	3 Katha 3 Chatak	1/-	39,44,531/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
L2	LR-588	LR-474/1	Bastu	Bastu	7 Katha 10 Chatak	1/-	94,35,938/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
		TOTAL :			17.8406Dec	2 /-	133,80,469 /-	
		Grand Total :			17.8406Dec	2 /-	133,80,469 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	1/-	60,000/-	Structure Type: Structure
	Gr. Floor, Area of floor : 200 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete				
S2	On Land L2	400 Sq Ft.	1/-	1,20,000/-	Structure Type: Structure
	Gr. Floor, Area of floor : 400 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete				
	Total :	600 sq ft	2 /-	1,80,000 /-	

Major Information of the Deed :- I-1523-02090/2019-20/02/2019

Record Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr CHANDI DAS MUKHERJEE Son of Late HAZARI LAL MUKHERJEE BHATENDA, P.O:- RAJARHAT, P.S:- Rajarhat, District-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of India, PAN No.: AEWPM2021D, Status :Individual, Executed by: Self, Date of Execution: 15/02/2019 , Admitted by: Self, Date of Admission: 15/02/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 15/02/2019 , Admitted by: Self, Date of Admission: 15/02/2019 ,Place : Pvt. Residence
2	Mr BIMAL MUKHERJEE Son of Late HAZARILAL MUKHERJEE BHATENDA, P.O:- RAJARHAT, P.S:- Rajarhat, District-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of India, PAN No.: AEWPM2023B, Status :Individual, Executed by: Self, Date of Execution: 15/02/2019 , Admitted by: Self, Date of Admission: 15/02/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 15/02/2019 , Admitted by: Self, Date of Admission: 15/02/2019 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SWEET HUT INFRASTRUCTURE 41, B B GANGULI STREET, 25 A PARK STREET,, P.O.- PARK STREET, P.S:- Park Street, District-Kolkata, West Bengal, India, PIN - 700016 , PAN No.: AAOCS9984L, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr ALOK BANERJEE Son of Late TINKORI BANERJEE 15/3A, CHINAR PARK, P.O.- HATIARA, P.S:- Baguiati, District-North 24 -Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No.: AEDPB8754F Status : Representative, Representative of : SWEET HUT INFRASTRUCTURE (as DIRECTOR)
2	Mr ARINDAM BANERJEE (Presentant) Son of Mr ALOK BANERJEE 23, CHINAR PARK, STAR ENCLAVE, BLOCK A, 3RD FLOOR,, P.O:- HATIARA, P.S:- Baguiati, District-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No.: AEFPB8754F Status : Representative, Representative of : SWEET, HUT INFRASTRUCTURE (as DIRECTOR)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SWAPNA DIP DAS Son of Late B B DAS 6 OLD POST OFFICE STREET,, P.O:- G P O, P.S:- Hare Street, District-Kolkata, West Bengal, India, PIN - 700001			
Identifier Of Mr CHANDI DAS MUKHERJEE, Mr BIMAL MUKHERJEE, Mr ALOK BANERJEE, Mr ARINDAM BANERJEE			

Major Information of the Deed :- I-1523-02090/2019-20/02/2019

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
	Mr CHANDI DAS MUKHERJEE	SWEET HUT INFRASTRUCTURE-5.25938 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr BIMAL MUKHERJEE	SWEET HUT INFRASTRUCTURE-12.5813 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr CHANDI DAS MUKHERJEE	SWEET HUT INFRASTRUCTURE-200.00000000 Sq Ft
Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	Mr BIMAL MUKHERJEE	SWEET HUT INFRASTRUCTURE-400.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Bhatenda Pin Code : 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 589, LR Khatian No:- 208	Owner:চণ্ডীদাস মুখোপাধ্যায়, Gurdian:হাজারীলা, Address:নিক , Classification:বাড়, Area:0.12000000 Acre,	Mr CHANDI DAS MUKHERJEE
L2	LR Plot No:- 588, LR Khatian No:- 474/1	Owner:বিমল কুমার মুখোপাধ্যায়, Gurdian:হাজারীলা, Address:নিক , Classification:বাড়, Area:0.18000000 Acre,	Mr BIMAL MUKHERJEE

Endorsement For Deed Number : I - 152302090 / 2019

On 05-02-2019

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 1,35,80,469/-

Sanjoy Basak

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

On 15-02-2019

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

Presented for registration at 15:40 hrs on 15-02-2019, at the Private residence by Mr ARINDAM BANERJEE ..

Major Information of the Deed :- I-1523-02090/2019-20/02/2019

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

Execution is admitted on 15/02/2019 by 1. Mr CHANDI DAS MUKHERJEE, Son of Late HAZARI LAL MUKHERJEE, HATENDA, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession Retired Person, 2. Mr BIMAL MUKHERJEE, Son of Late HAZARILAL MUKHERJEE, HATENDA, P.O: RAJARHAT, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession Retired Person

Identified by Mr SWAPNA DIP DAS, , Son of Late B B DAS, 6 OLD POST OFFICE STREET,, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 15-02-2019 by Mr ALOK BANERJEE, DIRECTOR, SWEET HUT INFRASTRUCTURE (Others), 41, B B GANGULI STREET, 25 A PARK STREET,, P.O:- PARK STREET, P.S:- Park Street, District-Kolkata, West Bengal, India, PIN - 700016

Identified by Mr SWAPNA DIP DAS, , Son of Late B B DAS, 6 OLD POST OFFICE STREET,, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 15-02-2019 by Mr ARINDAM BANERJEE, DIRECTOR, SWEET HUT INFRASTRUCTURE (Others), 41, B B GANGULI STREET, 25 A PARK STREET,, P.O:- PARK STREET, P.S:- Park Street, District-Kolkata, West Bengal, India, PIN - 700016

Identified by Mr SWAPNA DIP DAS, , Son of Late B B DAS, 6 OLD POST OFFICE STREET,, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate



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

On 19-02-2019

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,021/- (B = Rs 10,000/- , E = Rs 21/-) and Registration Fees paid by by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/02/2019 11:26AM with Govt. Ref. No: 192018190343602641 on 07-02-2019, Amount Rs: 10,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 711574531 on 07-02-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by by online = Rs 20,011/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/02/2019 11:26AM with Govt. Ref. No: 192018190343602641 on 07-02-2019, Amount Rs: 20,011/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 711574531 on 07-02-2019, Head of Account 0030-02-103-003-02



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

Major Information of the Deed :- I-1523-02090/2019-20/02/2019

02-2019

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

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 10/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 186437, Amount: Rs.10/-, Date of Purchase: 09/01/2019, Vendor name: S Chatterjee



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

Major Information of the Deed :- I-1523-02090/2019-20/02/2019

Gate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1523-2019, Page from 81297 to 81337
Serial No 152302090 for the year 2019.



Digitally signed by SANJOY BASAK
Date: 2019.02.21 17:57:41 +05:30
Reason: Digital Signing of Deed.

Sanjoy Basak

(Sanjoy Basak) 21-02-2019 5:56:56 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)

DEVELOPMENT AGREEMENT

DATED THIS DAY OF , 2019

BETWEEN

SRI CHANDIDAS MUKHERJEE & ANR

AND

SWEET HUT INFRASTRUCTURE PRIVATE LIMITED

S.D. DAS, Advocate,

6, Old Post Office Street,

Ground Floor, Room No. 56

Kolkata - 700 001

☎ 9830168651 ☎

E.Mail : swapnadip.das@lawyer.com

E.Mail : swapnadip_das@yahoo.com

