

Certified that this document is admitted to Registration. The signature sheet and the Endorsement stort attached to the document are part of his document

Additional District Sub Registrar

2 4 JAN 2018

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the  $\frac{24^{74}}{24^{74}}$  day of

16/01/ 34812 9-201 Liberty Real Estate Pil 13 A/27, Areff Road, Korkata- Foro67 DATE 11.7 JAN WIE Date: BIDIS 000E

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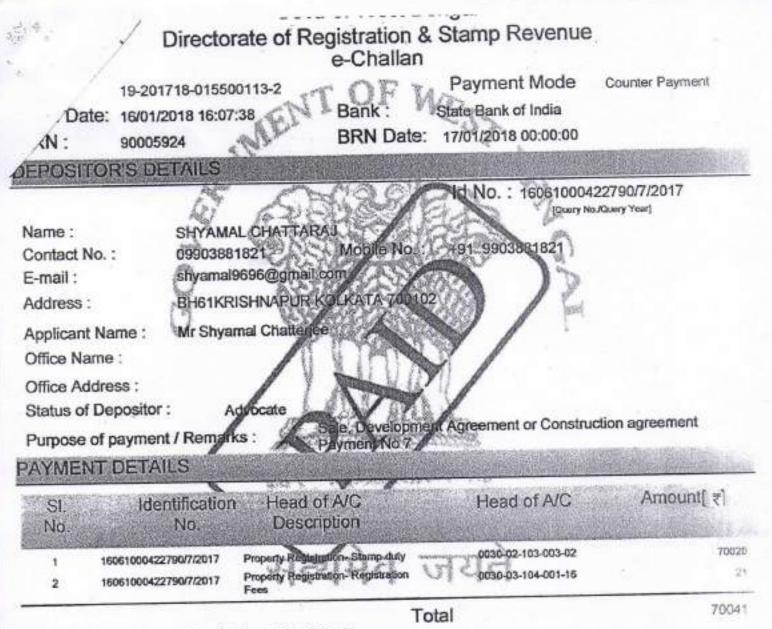
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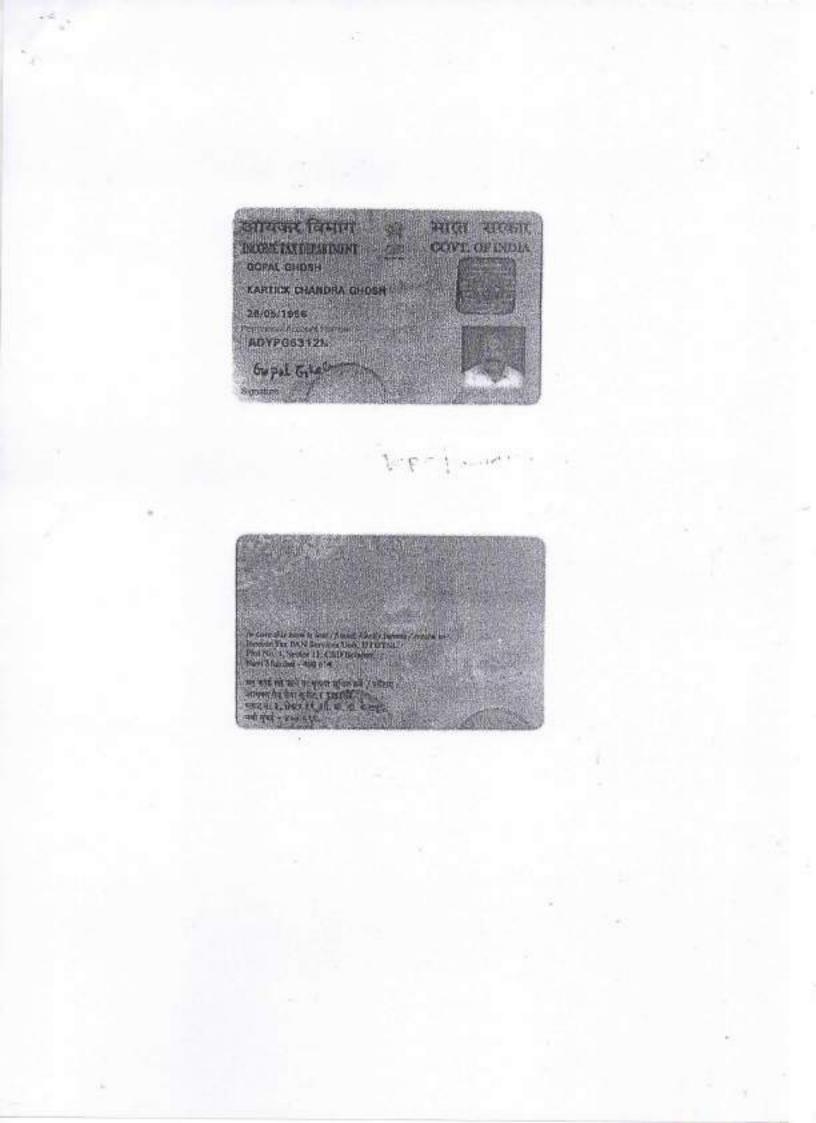
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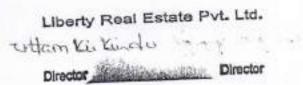


In Words :

Rupees Seventy Thousand Forty One only



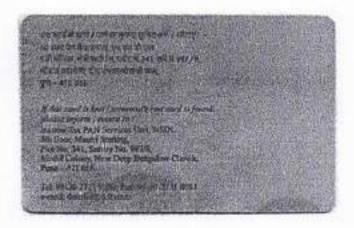






जायकर विमाग मारत सरकार INCOME TAX DEPARTMENT GOVE OF INDIA UTTAIL KUMAR KUNDU JADAB CHANDRA KUNDU 12/03/1992 AFYPK1781M UTTERNAL Eightland .

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富 চারজের নির্বাচন কমিপন ELECTION COMMISSION OF INDIA XXR1264274 নির্বাচকেরনার : রিয়াকো নোম Elector's Name : Priyanka Ghook : दर्गातान का दर्भाष শিকারন্যম Father's Name ; Gogel Chandra Gleash PrvScx : WF Date of Birth : 15/12/1990

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Regarkar Glosh

XXR1264274 

#### Address

HAYATAPUR MARESHTALA MARESHTALA SOUTH 24 PARGANAS 760340

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### BETWEEN

(1) SRI UTTAM KUMAR KUNDU (PAN: AFYPKI78IM), son of Late Jadab Chandra Kundu, by faith -Hindu, by Occupation : Business, by Nationality -Indian, residing at 13 /8D, Ariff Road, Post Office and Police Station : Ultadanga, Kolkata-700067, (2) SRI SAMIRAN KUNDU, (PAN: BEWPKI160G), son of Shri Uttam Kumar Kundu, by faith -Hindu, by Occupation : Business, by Nationality -Indian, residing at Block-AE, Plot No. 124, Post Office: Bidhannagar, Police Station : Bidhan nagar (North), Kolkata-700064, (3) SRI GOPAL GHOSH (PAN: ADYPG6312N), son of Late Kartick Chandra Ghosh, by faith -Hindu, by Occupation : Business, by Nationality - Indian, (4) MRS. PRIYANKA GHOSH, (PAN: AROPG5007G), wife of Shri Mrinal Kanti Ghosh and daughter of Sri Gopal Ghosh by faith -Hindu, by Occupation : Business, by Nationality -Indian, both Nos. 3 and 4 are residing at Bangla Hayatpur, Post Office: Batanagar, Police Station : Maheshtala, Kolkata-700140, hereinafter, referred to and called the <u>"OWNERS"</u> (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, representatives and nominees) of the <u>ONE PART.</u>

### -AND-

LIBERTY REAL ESTATE PRIVATE LIMITED, (PAN AABCL5521B), registered under the Indian Companies Act. 1956, having its registered office at 13A/27, Ariff Road, Post Office and Police Station : Ultadanga, Kolkata-700067, hereinafter referred to and called the <u>"DEVELOPER"</u> represented by it's two directors namely <u>SHRI UTTAM KUMAR KUNDU (PAN: AFYPKI78IM</u>), son of Late Jadab Chandra Kundu, by faith -Hindu, by Occupation : Business, by Nationality -Indian, residing at 13 /8D, Ariff Road, Post Office and Police Station : Ultadanga, Kolkata-700067 and <u>SHRI GOPAL GHOSH (PAN: ADYPG6312N</u>), son of Late Kartick Chandra Ghosh, by faith -Hindu, by Occupation : Business, by Nationality -Indian residing at Bangla Hayatpur, Post Office: Batanagar, Police Station : Maheshtala, Kolkata-700140 (Which expression shall unless excluded by or repugnant to the context be deemed to its Successors -in-Office and assigns) of the <u>OTHER</u> PART;



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AND WHI Chandrani

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AND WHEREAS the Landowners herein purchased from Smt. Aparna Seth, Smt. Chandrani Choudhury , Sri Priyajit Kumar Seth, Smt. Suparna Dolui, Smt. Rinku Chatterjee Sri Sandip Kumar Sett, Smt. Sunita Ghosh, Smt. Gargi Seth, Sri Tomoghna Sett, Sri Sankar Sett, Sri Sayan Basak, Smt Mita Das, Smt. Karabi Basak, Smt. Arati Basak, Smt. Lily Basak, Smt. Molly Sil, Sri Promit Kumar Sett, Smt. Meenkshi Sett, Smt. Eapsita Samaddar, Smt. Banani Sett, Sri Prasenjit Sett, Smt. Shyamali Dutta, Sri Shomenath Sett, Smt. Anuradha Mukherjee, Smt. Anurupa Basak, Smt. Rama Sett, Smt. Kalyani Sett, Smt. Basana Sett, by a registered Deed of Conveyance dated 9th day of May, 2016 which was executed & registered in the office of the Additional 'Districts Sub Registrar Sealdah, and entered in Book No. I, Volume No. 1606- 2016, pages from 37816 and 37927, being No. 160601331 for the year 2016 ALL THAT the piece and parcel of ,Government Revenue freehold Bastu land measuring about 28 (twenty eight) cottahs 6 (Six) Chittacks and 43 (Forty three) sq. fl. more or less together with 52 years old brick built asbestos roof, cemented floor residential structures standing in a part of the said land having covered area 2000 sq. ft. more or less lying and situated as Mouza Ultadanga being Premises No. 19/ l, Biplabi Barin Ghosh Sarani (formerly 'Murari Pukur Road), Police Station - Manicktala, Kolkata-700067:

AND WHEREAS the land owners herein thus seized and possessed sufficiently the aforesaid land and property being Premises No. 19/l, Biplabi Barin Ghosh Sarani (formerly Murari Pukur Road), Police Station: Manicktala, Kolkata-700067 measuring about 28 (twenty eight) cottahs 6 (Six) Chittacks and 43 (Forty three) sq. ft. more or less together brick built structure standing thereon absolutely without any interference and hindrance thereof.

AND WHEREAS the owners herein after purchasing the land applied for Mutation in the Assessment Collection Department (North/South) of Kolkata Municipal Corporation on 25/06/2016 in respect of premises No. 19/l, Biplabi Barin Ghosh Sarani (formerly 'Murari Pukur Road), Police Station - Manicktala, Kolkata-700067 to the competent authority of Kolkata Municipal Corporation and Kolkata Municipal Corporation has granted the said premises Mutation in favoure of respective owners



1.1.1

Shri Uttam Kumar Kundu Shri Samiran Kundu, Shri Gopal Ghosh and Smt. Priyanka Ghosh being Assessee No. 110320500011

AND WHEREAS the said structure in a dilapidated condition as well as the condition of the land is in a very bad state of affairs accordingly for the purpose of development of the land and the said structure the owners have decided to enter into a Development Agreement with the developer herein by constructing multi sotied buildings on the entire land measuring about 28 (twenty eight) cottahs 6 (Six) Chittacks and 43 (Forty three) sq. ft. more or less together with structure thereon being Premises No. 19/1, Biplabi Barin Ghosh Sarani (formerly Murari Pukur Road), Police Station : Manicktala, Kolkata- 700067 and for the smooth running and/ or execution of the project the owners have agreed to execute a registered Power of Attorney by which the owners herein have appointed and nominated Sri Uttam Kumar Kundu and Sri Gopal Ghosh jointly as their Constituted Attorney and to avoid future complication, contradiction and disputes both the parties have agreed to execute a formal development agreement with proper notification of the allocation shared between the owners and the developer.

AND WHEREAS the developer hereof before execution of the present agreement completely satisfied regarding the nature, right title and interest of the owners over the property intended to be developed and the said developer has further confirmed marketable value and consideration of the said property and thereby agreed to invest and /or provide appropriate funds for the purpose of development of the said premises stated and described in the First Schedule herein below exclusively at its own costs and expenses.

### NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

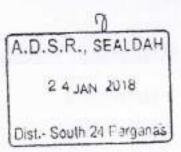
#### ARTICLE -I

#### DEFINATION

LI BUILDING : Shall mean multi storied building so as to be constructed according to the plan so to be sanctioned at the instance of the Developer by the Kolkata







Municipal Corporation and so to be constructed on the said premises of the landowners more fully described in the FIRST SCHEDULE written herein below.

1.2 COMMON FACILITIES AND AMEMITIES: shall mean entrance of the building, staircase, roof of the building, pump room, underground reservoir if any, over head tank, water pump, motor and other facilities which may be required for enjoyment, maintenance or management of the proposed building.

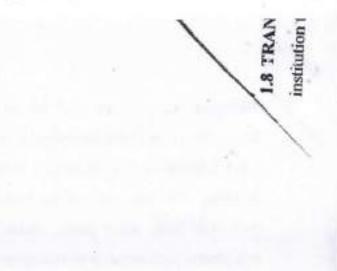
1.3 SALEABLE SPACE : Shall mean the space within the building which is to be available as an unit /flat for independent use and occupation of after making due provisions for the landowners' allocation, common facilities and space required

therefore in the newly constructed multi storied building at the ratio of 50:50 i.e.50% of the total saleable space to be enjoyed by the developer and the balance 50% of the saleable space to be given to the land owners.

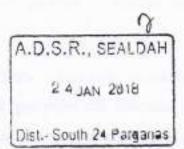
1.4 LAND OWNERS' ALLOCATION : shall mean the constructed area at the rate of 50% of the said building so to be constructed in accordance with the building plan sanctioned by the Kolkata Municipal Corporation shall be receivable by the land owners and morefully described in the SECOND SCH EDULE written herein below. 1.5 DEVELOPER/ PROMOTER'S ALLOCATION : shall mean all the remaining constructed area to the extent of 50% share of the proposed multi storied building excluding land owner's allocation as mentioned herein above including the proportionate share of common facilities, common parts and common amenities of the building which is more fully described in the THIRD SCHEDULE written hereunder.

1.6 ARCHITECT : shall mean such person or persons being appointed by the developer.

1.7. TRANSFER : with its grammatical variations shall include transfer by possession and by any other means adopted for effecting the land owners as a transferor of space in the said building to the intending purchasers thereof.







1.8 TRANSFEREE: shall mean the person, firm, company association of person's institution to whom any space or flat in the building to be transferred.

1.9 BUILDING PLAN: shall mean such plan for the construction of the multi storied building which will be sanctioned by the Kolkata Municipal Corporation in the name of the landowners hereof for construction of the building including its modification and amenities and alterations if made at the cost and expenses of the developer.

1.10 PREMISES: shall exclusively mean all that the piece and parcel of plot of land and premises being No. 19/1, Biplabi Barin Ghosh Sarani (formerly Murari Pukur Road), Police Station : Manicktala, Kolkata-700067, Mouza Ultadanga, dihi panchannagram, Division-2, sub-division-10 within the local limits of Kolkata Municipal Corporation having ward No. 32 measuring about 28 (twenty eight) cottahs 6 (Six) Chittacks and 43 (Forty three) sq. fl. more or less together with brick built structure standing thereon more particularly described in the FIRST SCHEDULE written hereunder.

SHRI UTTAM KUMAR KUNDU, son of Late Jadab 1.11 TRANSFEROR: Chandra Kundu, residing at premises no. 13/8D, Ariff Road, P.O. & P.S.-Ultadanga, Kolkata - 700 067, SHRI SAMIRAN KUNDU, son of Sri Uttam Kundu, residing at Block-AE, Plot No.-124, P.S. Bidhannagar (N), Kolkata 700 064, SHRI GOPAL GHOSH, son Late Kartick Chandra Ghosh and MS. PRIYANKA GHOSH, wife of Shri Mrinal Kanti Ghosh and daughter of Sri Gopal Ghosh, both are residing at Nos 3 & 4, Bangla Hayatpur, P.O. - Batanagar. P.S. - Maheshtala, Kolkata 700 140, and LIBERTY REAL ESTATE PVT. LTD, a limited liability company incorporated under the Indian companies act. 1956 having its registered office at 13A/27 Ariff Road, P.S. Ultadanga, Kolkata-700067 hereinafter called and referred to as the DEVELOPER represented by Two its Directors namely SHRI UTTAM KUMAR KUNDU son of Late Jadab Chandra Kundu, by faith Hindu by occupation Business residing at 13/8D Ariff Road, Kolkata - 700067, P.O. & P.S -Ultadanaga, and SHRI GOPAL GHOSH son of Late Kartick Chandra Ghosh, by faith Hindu by occupation Business residing at Bangla Hayatpur P.O. - Batanagar. P.S. - Maheshtala, Kolkata-700140.



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1.12. ADVOCATE shall mean Ld. Advocate, Shri Shyamal Chattoraj who will prepare all agreements for sale and conveyance, deeds and other documents in favour of the intending purchaser/purchasers.

### ARTICLE-II

### COMMENCEMENT

2.1 This agreement shall be deemed to have been commenced on and from the date of execution of this Development Agreement.

### ARTICLE-III

# LAND OWNER'S RIGHT & REPRESENTATION

3.1 POSSESSION : The Landowners are' now seized and possessed of and /or otherwise well and sufficiently entitled to the said premises and shall deliver vacant and physical as well as identical possession to the developer to develop the said premises within one month upon receipt of notice from the developer as to the sanction of the building plan by the Kolkata Municipal Corporation.

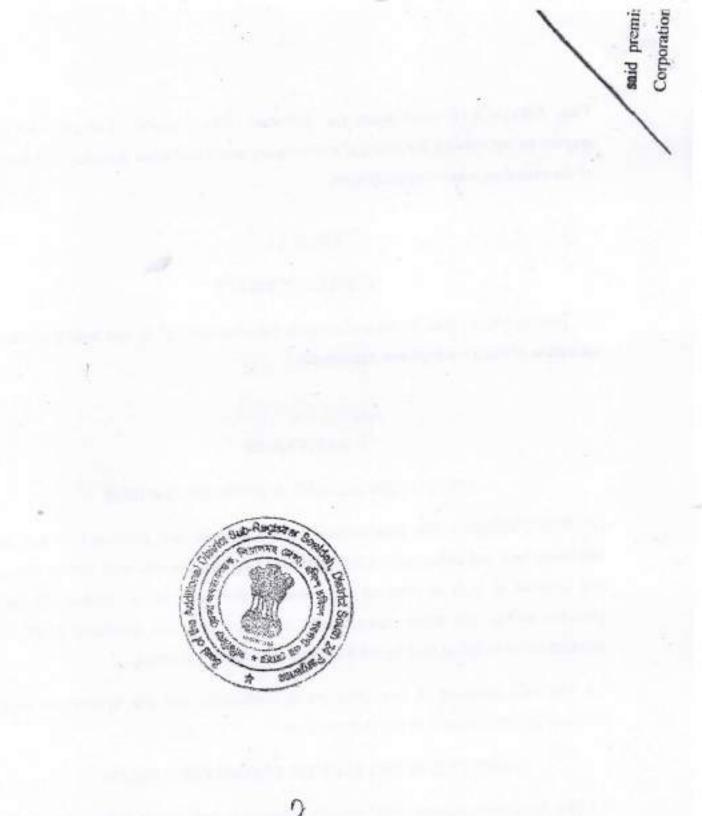
3.2 The said premises is free from all encumbrances and the landowners have marketable title in respect of the said premises.

### ARTICLE-IV DEVELOPER/ PROMOTER'S RIGHT

4.1 The developer/promoter shall have the 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 borrow money or take any advance against their allocation or

acquired right under this agreement.

4.2 The owners hereby grants permission subject to what have been hereunder provided exclusive rights to- the promoter/developer to build new building upon the



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said premises in accordance with the plan sanctioned by the Kolkata Municipal Corporation in the name of the owners with or without any amendments and / or modifications thereto to be madeor caused by the parties hereto.

4.3 All applications ,plans and other papers and/ or documents that may be required by the developer for the purpose of obtaining necessary sanction from the Kolkata Municipal Corporation shall be prepared and submitted by the developer on behalf of the owners and the owners shall sign all such plans , applications, other papers and other documents as and when necessary and all costs and expenses including the sanctioning cost of the plan will be borne by the developer.

4.4 That the developer shall carry' total construction work of the present building at his own costs an will take the sale proceeds of the developer's allocation exclusively.

4.5 Booking from the intending purchasers out of the developer's allocation will be executed by the developer and to enter into an agreement for sale with the intending purchaser /purchasers and to sign the agreement for sale for self and on behalf

### of the owners

4.6 The price of the flat in respect of the developer's allocation will be fixed by the developer without any permission and/ or consultation with the owners.

4.7 The developer is empowered to collect the consideration money the sale of the developer's allocation from the intending purchaser /purchasers in part or in full.

4.8 That after completion of the proposed multi-storied building on the said premises the owners will execute the necessary deed of conveyance in favour of the purchaser/ purchasers and flat owners at the cost of the purchaser / purchasers as owner of the land and the developer will sign as a confirming party thereof for the portion Developers Allocation.



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### ARTICLE-V CONSIDERATION

5.1 The developer have agreed to build the said proposed building at its own costs and expenses and the owners shall not be required to contribute any sums towards the construction of the said building on the said premises and to commercially exploit thesaid premises upon providing the space to the owners as defined in the owners' allocation herein above.

5.2 In consideration of the owners having agreed to grant exclusive right for developing the said premises in addition to the owners' allocation as provided herein before.

5.3 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 purposes will be deemed to be apparent consideration which are as follows:

(a) Space allocation to the owners.

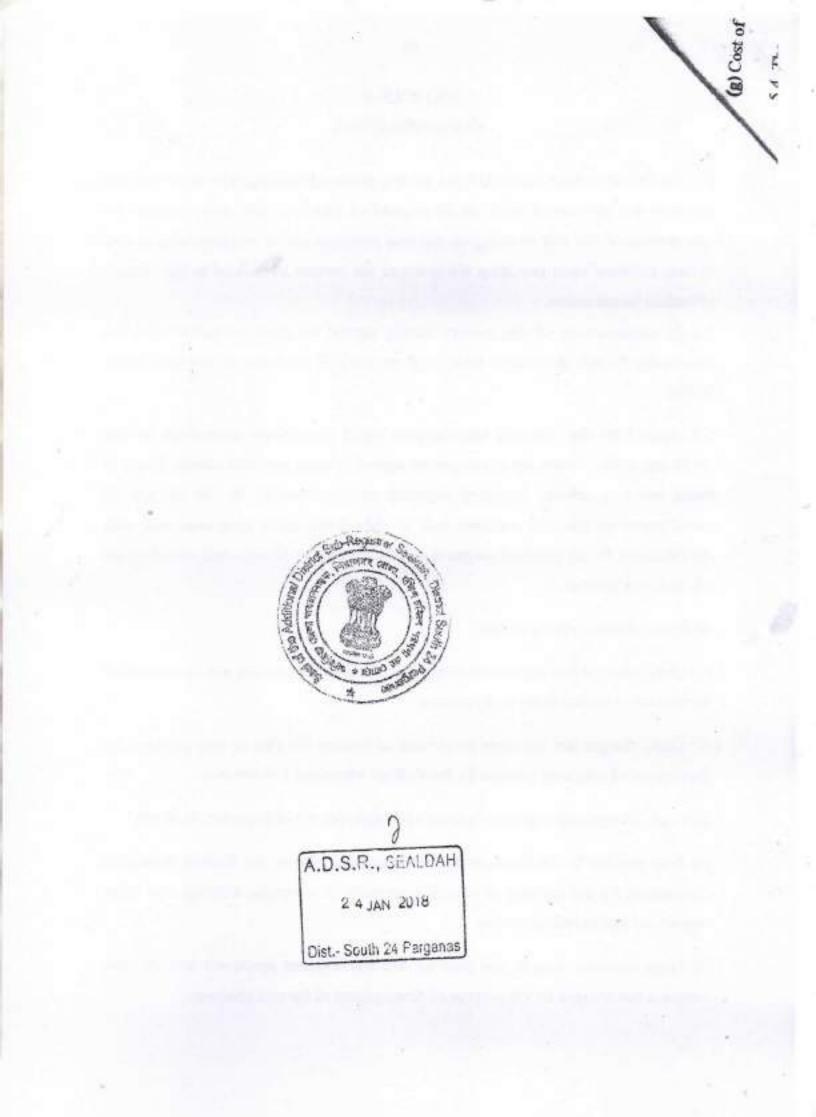
(b) Costs, charges and expenses incurred for construction erection and completion of the said new building at the said premises.

(c) Costs, charges and expenses on account of causing the plan or map prepared for the purpose of obtaining sanction by the Kolkata Municipal Corporation.

(d) Costs, charges and expenses on account of appointment of Engineer, Architect

(e) Fees payable to the Engineer and Architect and also to the Kolkata Municipal Corporation for the purpose of obtaining sanction of sewerage, drainage and water connection into the said premises.

(f) Legal expenses incured and paid for this development agreement and all other expenses and charges for the purpose of development of the said premises.



(g) Cost of supervision of construction of the owners allocation of the said premises.

5.4 The owners having agreed to grant exclusive right for developing the said premises in terms of these presents the developer have agreed, undertaken to build the said building at its own costs 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. It is hereby made clear that the developer shall after completion of the construction of the said building in all respect shall arrange to deliver possession of the Owner's Allocation and the Developer obtains simultaneously their allocation to give possession to intending flat purchaser or purchasers after selling to them.

### ARTICLE-VI PROCEDURE

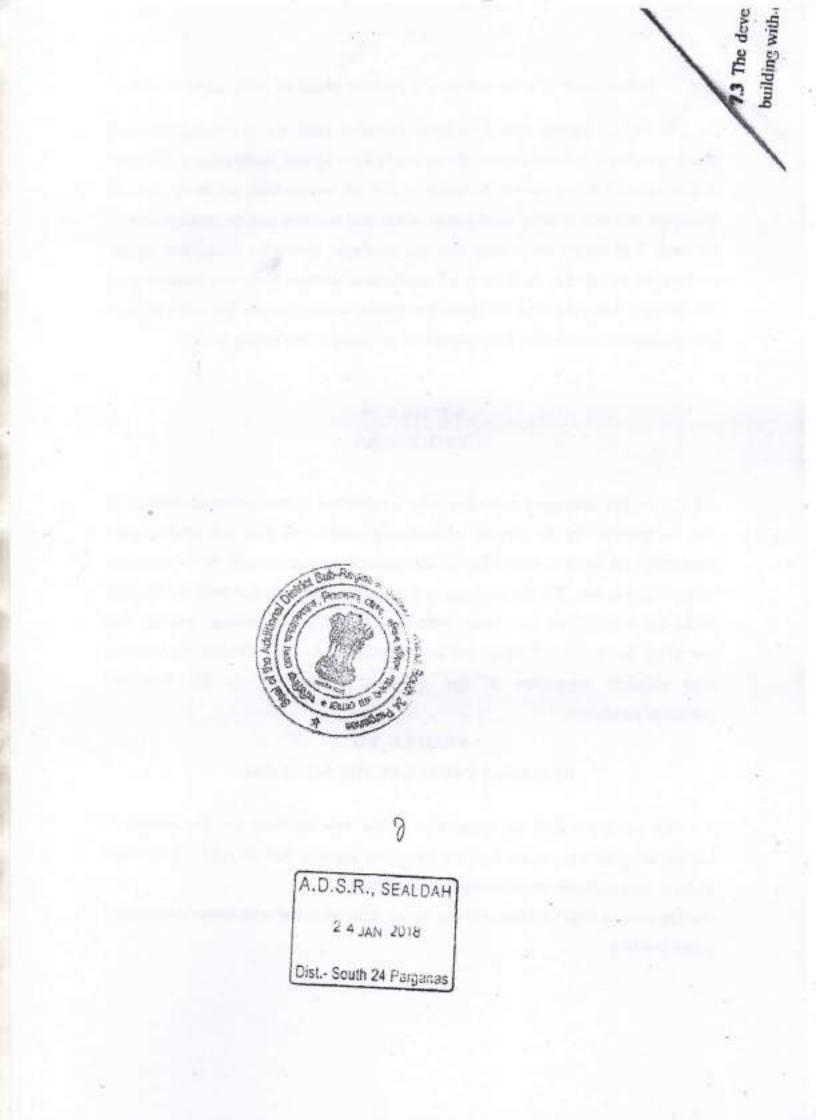
6.1 The owners shall grant to the developer a registered general power of attorney as may be required for the purpose of obtaining sanction of plan and all necessary *\** permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the Kolkata Municipal Corporation and other authorities and also for selling, transfer and conveying developer's allocation and for executing deed of conveyances and handing over physical possession of the developer's allocation to the intending purchaser/purchasers.

### ARTICLE- VII

## DEALING OF SPACE IN THE BUILDING

7.1 The developer shall on completion of the new building put the owners in undisputed possession of the owner's allocation together with all rights of common facilities and amenities as mentioned herein before.

7.2 The owners shall be entitled to transfer or otherwise deal with owner's allocation in the building.



7.3 The developer shall be exclusively entitled to the developer's allocation in the building with exclusive right to transfer any right claim or 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.

7.4 In so far as necessary all dealing by the'developer's in respect of the building including agreement for sale or any kind of transfer receiving advance money concerning developer's allocation shall be in the name of the owners for which theowners undertake to give the developer or the developer's agent a Registered GeneralPower of Attorney in a form and in a manner required by the developer. It being understood that such dealing shall not in any manner fasten or create any financial liability upon the owners. Provided however the cost of stamp, registration mid other incidental charges for execution of general power of attorney shall borne and paid by the developer.

### ARTICLE-VIII

### SPACE ALLOCATION

8.1 On completion of the proposed multi storied building and after obtaining possession of the owners allocation, the owners agree to sign, execute and register at the cost of the developer or at the cost of the intending purchaser/ purchasers all such agreement document as may be expedient and necessary for the purpose of transfer or sale of the developer's allocation. Be it mentioned here that the developer will not be entitled to hand over possession to any intending purchaser/purchasers out of the developers allocation without handing over possession of the owners allocation.

#### ARTICLE-IX

#### NEW BUILDING

9.1 That the developer shall at his own costs and expenses construct and complete the new multi storied building at the said premises in accordance with the sanctioned plan with good and standard materials as may specified by the architect from time to time



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s per the specification more fully and particularly described in FOURTH SCHEDULE written hereunder:

9.2 That the developer shall complete the multi storied building including electricity, water, sewerage connection in all respect.

9.3 All costs, charges and expenses including plan sanction fees and architect's fees to be borne by the developer and the owners shall not be responsible for any such payment of costs and expenses.

9.4 The owners shall pay and clear up all the arrears on account of municipal rates and taxes 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 rates and taxes in respect of the said property from the date of execution of this agreement. All such taxes and outgoings in respect of the said property would be borne by the developer from the date of execution of this agreement till the date of completion of the construction and allocation of the respective portions to the respective parties including the intending purchaser/purchasers. From the date of allocation of the floor area between the owners and developer the municipal and other rates and taxes payable for the said property shall be borne by the owners and the developers in proportion of the floor area occupied by the respective parties till the apportionment of the respective floor area by the Kolkata Municipal Corporation . So far as the repair , upkeep and maintenance of the said building including supply of water and electricity of common parts of the building, sewerage ,pumps, sanitation and other fixtures and fittings of the said premises or any part thereof shall be paid and managed by the occupiers of the said building at such rate or rates as may be fixed and / or determined by the occupiers of the said building after handing over the portions by the developer to the respective parties till that date such maintenance charges to be looked after by the developer and the owners and the occupiers are liable to pay the proportionate share of municipal rates and taxes and maintenance charges as may be demanded by the developer from time to time

9.5 That the Landowners and the developer shall jointly settle with the third parties, if any and the owners shall not be liable in any account whatsoever.



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### ARTICLE-X

### COMMON COVENANTS

10.1 That the developer shall pay and bear all property taxes and other dues and outgoings in respect of the said premises as on and from the date of execution of this Agreement.

10.2 As soon as the newly constructed multi storied building at the said premises is completed the developer shall give written notice to the owners requiring the owners to take possession of the owners' allocation in the said building if there is no dispute regarding the completion of the building in terms of the specification and plan sanctioned by the Kolkata Municipal Corporation there after 30 days after service of such notice and all times thereafter the owners shall be exclusively liable and responsible for payment of all rates and taxes and other outgoings in respect of the owners allocation only.

### ARTICLE- XI LAND OWNERS' INDEMNITY

11.1 The land owners hereby undertake that the developer shall be entitled to do all necessary works for completion of the construction work of the said multi storied building without any interference or disturbances on the part of the landowners and their men and agents provided the developer performs and fulfill all the terms and conditions herein contained.

### ARTICLE - XII

### DEVELOPER'S INDEMNITY

12.1 The developer hereby undertake to keep the landowners indemnified against all third party claims and actions arising out of any sort of act of omission of the developer in relation to the making of construction of the said new7 multi storied building.

12.2 The landowners and the developer have entered into the present agreement purely as a contract and nothing contained herein shall be deemed to considered as a partnership between the developer and the landowners the parties hereto in any manner nor shall be parties hereto constitute an association of persons.



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12.3 Immed developer sh said nomice 12.3 Immediately after vacate possession of the premises given by the landowners the developer shall be entitled to start construction of the said multi storied building at the said premises in accordance with the sanctioned building plan.

12.4 It is understood that from time to time to facilitate the construction work of the building by the developer various deeds, matters and things not herein specified may be required by the developer for which the developer may need other documents relating which specific provisions have not been mentioned here and to meet up such situation the landowners doth hereby undertake further , if required, the landowners shall do all such acts, deeds , matters and things and shall execute any such additional papers, documents as may be required by the developer provided that all such acts, deeds and things do not in any way infringe the right of the landowners and/ or go against the spirit of this agreement.

12.5 Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said premises or any part thereof to the developer by the landowners or as creating any right ,title or interest in respect thereof in favour of the developer to develop the same in terms of this agreement.

12.6 Any notice required to be given by the developer to the landowners shall without prejudice to any other mode of service available be deemed to have been served on the landowners if delivered by hand and duly acknowledged or sent by registered post with acknowledgement due card or sent by Speed Post or sent by electronic media of the landowners as recorded with the record of the developer and shall like wise deemed to have been served on the developer by the landowners if delivered by hand and duly acknowledgement due card or sent by registered post with acknowledgement due card or sent by registered post with acknowledgement due card or sent by registered post with acknowledgement due card or sent by registered post with acknowledgement due card or sent by Speed Post or sent by electronic media to the developer at the registered office of the developer.

12.7 The developer and the landowners shall mutually or the developer solely frame scheme for the management and the administration of the said new multi storied building and/ or common parts thereof.

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12.8 The landowners shall deliver Xerox copies of all the original title deeds and other papers and documents relating to the said premises simultaneously with the execution of these presents to the developer and the same shall remain with the developer during the full period of construction.

12.9 That the amount to be receivable out of the sale proceeds of the old building materials after demolition of the existing building roughly assessed at Rs. 2 lacs which will be retained by the developer and the land owners dose not have any claim or demand for share of the sale proceeds as mentioned hereinabove.

12.10 The parties hereto shall not be considered to be liable for any obligations performance of which would have been prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

## ARTICLE XIII JURISDICTION

13.1 The district court of North 24 Parganas and the Sealdah Court shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

### ARTICLES XIV - MISCELLANEOUS

14.1. It is hereby understood that time to time to facilitate the construction of the building by the developer various deeds matters and matters and things not herein specified may be required to be done by the developer and for which the developer may need the authority of the owners various applications and other documents may be required to be signed or made by the owners relating to which specific provisions may not have been mentioned herein. The owners hereby undertake to do all such acts, deeds matters and things that may be reasonably required to be done in the matters and the owners shall execute any such additional power of attorney and/or authorities as may be required by the developer for the purpose and the owners also undertake to sign and execute all such additional appliances and other documents as

Infringe the ri 14.2 Both the



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A.D.S.R., SEALDAH 2 4 JAN 2018 Dist.- South 24 Parganas the case may be provided that all such acts, deeds and things do not in any way infringe the rights of the owners and /or grant against the spirit of this agreement.

14.2 Both the developer and the owners shall frame a scheme for the management and administration of the said building and /or common parts thereof. The owners hereby agree to abide by all the rules and regulations of such management society/association/holding organization do hereby give their consent to abide by the same.

14.3 As and from the date of completion of the building the developer and or their transferees and the owners and / or their transferees shall each is / are liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes, payable in respect of his/their allocation.

14.4 The owner undertake and agreed to execute and register conveyance and transfer deeds in favor of the persons with whom the developer enter into an agreement as and when required by the developer, as attorney holder of the owner.

14.5 The owners also hand over the all original documents regarding land described in the schedule hereunder and all other documents unto the developer at the time of execution of this agreement.

14.6 The name of this housing project Building will be "UTTAM ENCLAVE".

#### ARTICLE - XV

#### (FORCE MAJOUR)

15.1 The Developer shall not be liable to any obligations hereunder to the extent that the proportion of the relevant obligations are prevented by the existence of the force majure shall be suspended from the obligations during the duration of the force majure.

15.2 Force majure shall mean flood, earthquake, riot, water, storm, tempest, civil commotion, strike, non availability of labours and /or building materials and or any other or further commission beyond the reasonable control of the developer in that case the time for completion of building will be extended.



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### THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of Government Revenue Freehold land measuring 28 (twenty eight) cottahs 6 (Six) Chittacks and 43 (Forty three) sq. ft. more or less together with 52 years old brick built asbestos roof, cemented floor residential structures standing in a part of the said land having covered area 2000 sq. ft. more or less lying and situated as Mouza Ultadanga comprised in Dihi Panchannagrarn in Division No.2, Sub Division 10, Holding No.27, 27A and 28, under the Kolkata Municipal Corporation being Premises No. 19/1, Biplabi Barin Ghosh Sarani (formerly Murari Pukur Road), Police Station : Manicktala, Kolkata-700067, having Municipal Ward No. 32, Borough No. III, Assessee No. 11- 032-05-0001-1 under the ADSRO, Sealdah District South 24 Parganas, butted and bounded in the manner following that is to say:

ON THE NORTH : By the premises No. 4, Rama Kanta Sen Lane; ON THE SOUTH : By 20ft. wide Biplabi Barin Ghosh Sarani; ON THE EAST : By premises no. 20, 20/1 to 20/5, Biplabi Barin Ghosh Sarani; ON THE WEST : By premises No.3, Rama Kanta Sen Lane;

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#### THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of the one half portion i.e. 50% share of the newly constructed multistoried building at Premises No. 19/1, Biplabi Barin Ghosh Sarani (formerly Murari Pukur Road), Police Station z Manicktala, Kolkata-700067 including the common areas and other facilities as mentioned in the owners allocation hereinabove subject to sanction by the Kolkata Municipal Corporation as per the prevailing building rules of the Kolkata Municipal Corporation.

(17)

ALL THAT (



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#### THE THIRD SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece and parcel of the one half portion i.e. 50% share of the newly constructed multistoried building at Premises No. 19/1, Biplabi Barin Ghosh Sarani (formerly Murari Pukur Road), under Police Station : Manicktala, Kolkata-700067 including the common areas and other facilities as mentioned in the Developers' allocation hereinabove subject to sanction by the Kolkata Municipal Corporation as per the prevailing building rules of the Kolkata Municipal Corporation .

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## THE FOURTH SCHEDULE ABOVE REFERRED TO: SPECIFICATION

I. STRUCTURE: Building designed with RCC frame structure which rest on individual columns as per the design approved by the competent authority.

2. EXTERNAL WALLS: 5" or 8" thick brick wall and plastered with cement mortar.

3. INTERNAL WALLS: 3" or 5" thick brick wall and plastered with cement mortar

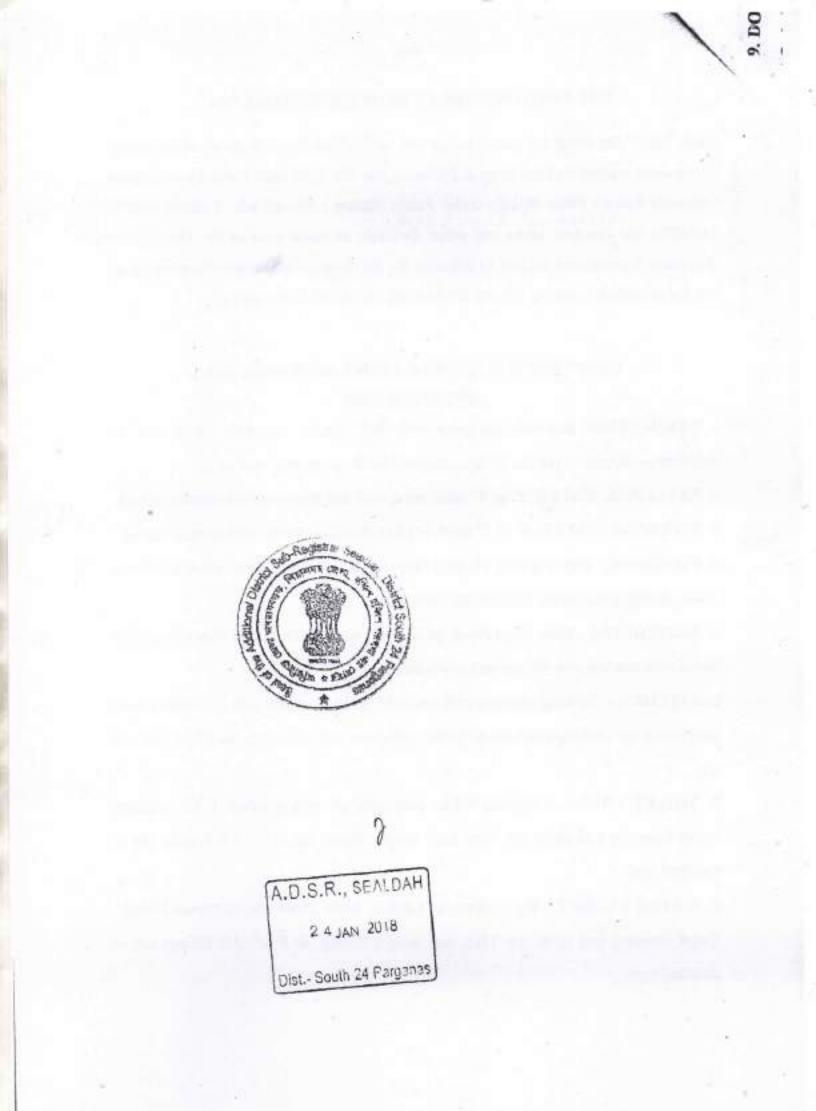
 FLOORING : Flooring is of vitrified tiles with 4" skirting (all bed rooms, drawing room, dining space, toilet, kitchen and verandah.

 BATH ROOM : Bath room fitted up to 5'-6" height with glazed tiles of standard brand with one tap, one shower and one basin.

6. KITCHEN : Cooking platform and sink will be black stone with 2' height glazed tiles above the cooking platform to protect oil spots. One Stainless steel Sink and one tap.

 TOILET : Toilet of English White commode of with standard P.V.C. cistern, Toilet Flooring and walls are Tiles and height should be 5'-6". All fittings are of standard type.

 WATER CLOSET : Water closet of English white commode of standard brand. Toilet Flooring and walls are Tiles and height should be 5'-6". All fittings are of standard type.



9. DOORS: All doors frames are of good quality wood and the doors shutter will be flash door. Bath room door are of P.V.C. Standard locks in the main door.

WINDOWS : Aluminium frames with glass fittings.

11. WATER SUPPLY : Round the clock water supply is assured from the overhead tank and the water to be reserved in the underground reservoir and for which necessary monoblock open well submersible pump to be installed.

 PLUMBING: All plumbing materials are of standard quality and to fitted with standard materials.

BASIN : One hand washing basin in the dining space at each flats.

 LIFT: Lift services to be provided between all the floors in the new multi storied building.

15. ELECTRICAL WORKS : i) In Bed room 2 light points, one 5 amp plug point and one fan point.

ii) In living/dining room consisting of 2 light points, one fan point and one 5 amp plug point.

iii) In kitchen one light point, one exhaust fan point and one 15 amp plug point.

iv) In toilet one light point, one exhaust fan point and one 15 amp plug point.

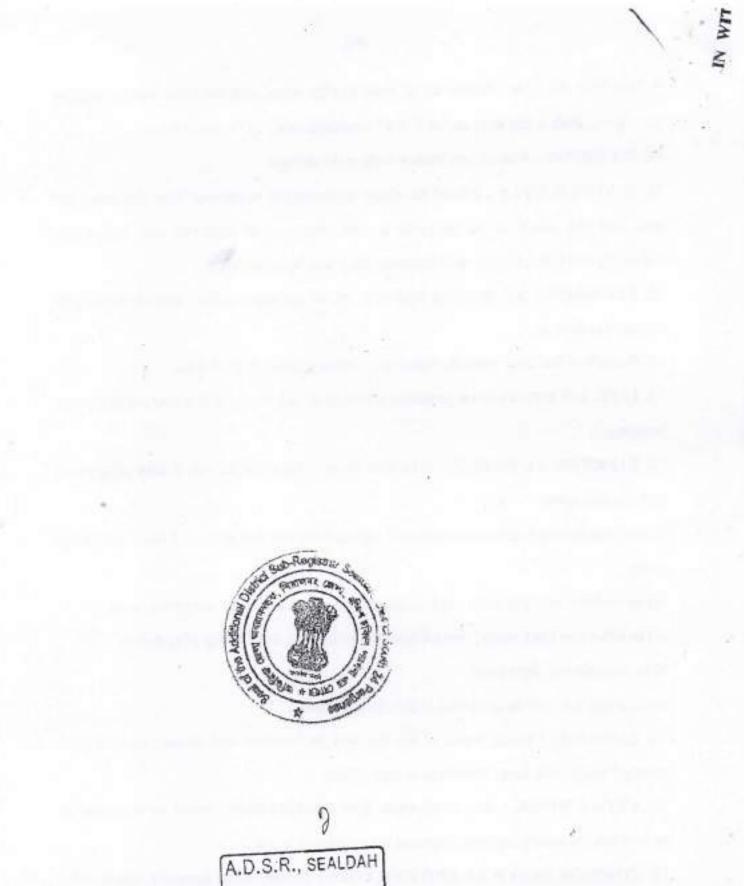
v) In veranda one light point.

vii) Calling bell will be provided at the main entrance.

16. PAINTING : Inside walls of the flat will be finished with plaster of paris and external walls with super snowcem or equivalent.

 EXTRA WORK : Any Work other than specified above would be regarded as extra work for which separate payment is required to be paid.

18. COMMON SERVICES AND UTILITIES : Underground reservoir, septic tank, pump and motor at the ground floor, over head tank, common passages, terrace, stair case and lift services.



2 4 JAN 2018 Dist.- Soudi 24 1 IN WITNESS WHEREOF the parties have here unto set and subscribed their respective hands and seals on the day month and year first above Written.

# SIGNED, SEALED AND DELIVERED

by the Landowners at Kolkata in the presence of:

# SIGNED ,SEALED AND DELIVERED

by the Developer at Kolkata in the

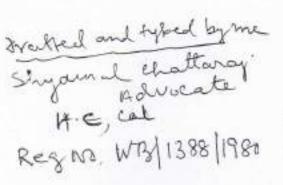
presence of:

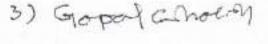
1) uttam K. Kudu

2) Samiran Kundu

1 Problem yumen sar P-11. Manmohan Bore of. Kotkata - 700006

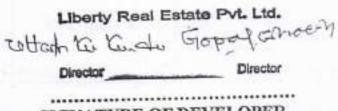
2. Kanchan Chalosaborty P-11, Mon mohan Bose St. Ikalikata - 700006





4) beigankar Ghosh

### SIGNATURE OF OWNERS

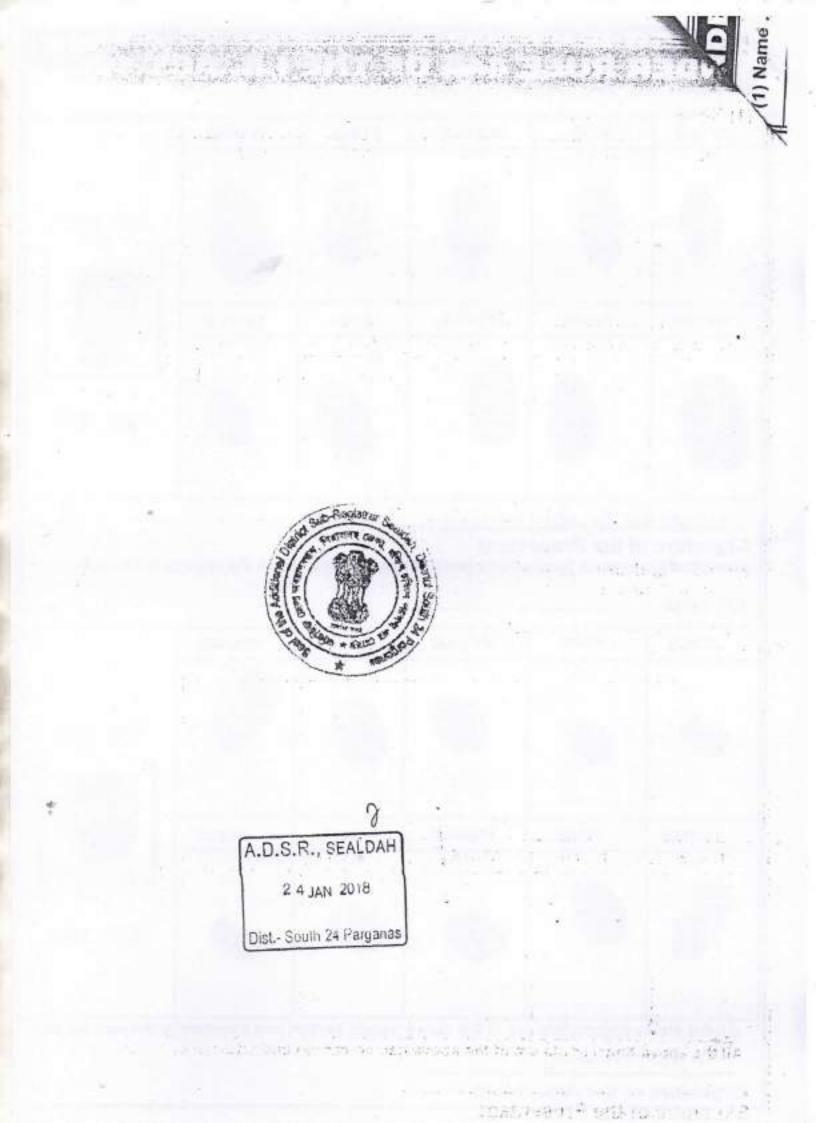


SIGNATURE OF DEVELOPER





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A.D.S.R., SEALDAH 2 4 JAN 2018 Dist.- South 24 Parganas

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### Major Information of the Deed

Deed No : I-1606-00262/2018		Date of Registration 24/01/2018			
Query No / Year	1606-1000422790/2017	Office where deed is registered			
Query Date 27/12/2017 12:46:43 PM		A.D.S.R. SEALDAH, District: South 24-Pargana			
Applicant Name, Address & Other Details	Shyamal Chattaraj 13/5, Ariff Road, Thana : Ultadang 700067, Mobile No. : 990388182	tadanga, District : South 24-Parganas, WEST BENGAL, PIN 881821, Status :Advocate			
Transaction		Additional Transaction			
[0110] Sale, Development / agreement	Agreement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement 2] Market Value Rs. 8,83,59,992/- Registration Fee Paid			
Set Forth value					
Rs 5,00,00,000/-					
Stampduty Paid(SD)					
Rs 75,020/- (Article 48(g))	Wr	Rs 21/- (Article E, E)			
Remarks	Received Rs. 0/- ( only ) from th	e applicant for issuing the assement slip.(Urban area			

### Land Details :

District: South 24-Parganas, P.S.- Maniktala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Biplabi Barin Ghosh Sarani, , Premises No. 19/1, Ward No: 32

Sch No	Plot Number	Khatian Number	Land Proposed	Area of Land		Market Value (In Rs.)	Other Details
L1			Bastu	28 Katha 6 Chatak 43 Sq Ft	5,90,00,000/-		Width of Approach Road: 20 Ft
	Grand	Totai :		46.9173Dec	590,00,000 /-	873,59,992 /-	

#### Structure Details :

on Land L1	2000 Sq FL	10,00,000/-	10,00,000/-	Structure Type: Structure
		and a second second second		
Shed, Extent of	Completion: Con	nplete		Age of Structure: 52 Years, Roof Typ
		Shed, Extent of Completion: Cor	Shed, Extent of Completion: Complete	Shed, Extent of Completion: Complete

#### Land Lord Details :

SI No	Name,Address,Photo,Finger p	print and Signatur	ro	
1	Name	Photo	Fringerprint	Signature
	Shri Uttam Kumar Kundu Son of Late Jadab Chandra Kundu Executed by: Self, Date of Execution: 24/01/2018 , Admitted by: Self, Date of Admission: 24/01/2018 ,Place : Office			uttam K. K.du
		24/01/2018	L71 24/01/2018	24/01/2018



2016 Guby Nu-Houe tode 22/80 2017 Deed No 1 - 160600262 / 2018, Document is digitally signed.

13/8D, Ariff Road, P.O:- Ultadanga, P.S:- Ultadanga, District:-South 24-Parganas, West Bengal, India, PIN - 700067 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFYPK1781M, Status :Individual, Executed by: Self, Date of Execution: 24/01/2018 , Admitted by: Self, Date of Admission: 24/01/2018 ,Place : Office

2	Name	Photo	Fringerprint	Signature				
Supervision and and and and and and and and and an	Shri Samiran Kundu Son of Shri Uttam Kumar Kundu Executed by: Self, Date of Execution: 24/01/2018 , Admitted by: Self, Date of Admission: 24/01/2018 ,Place	~		Saminan Kundu				
	: Office	.24/01/2018	LTI 24/01/2018	24/01/2018				
	D	, PIN - 70006 EWPK1160G,	4 Sex: Male, By C Status :Individual	orth Bidhannagar, District:-North 24- Caste: Hindu, Occupation: Business, I, Executed by: Self, Date of Execution Office				
	Name	Photo	Fringerprint	Signature				
	Shri Gopal Ghosh (Presentant ) Son of Late Kartick Chandra Ghosh Executed by: Self, Date of Execution: 24/01/2018 , Admitted by: Self, Date of Admission: 24/01/2018 ,Place : Office			Gyograd Claucin				
	, once	24/01/2018	LTI 24/01/2018	24/01/2018				
	Bangla Hayatpur, P.O:- Batanagar, P.S:- Maheshtala, District:-South 24-Parganas, West Bengal, India, PIN - 700140 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No ADYPG6312N, Status :Individual, Executed by: Self, Date of Execution: 24/01/2018 , Admitted by: Self, Date of Admission: 24/01/2018 ,Place : Office							
4	Name	Photo	Fringerprint	Signature				
	Mrs Priyanka Ghosh Wife of Shri Mrinal Kanti Ghosh Executed by: Self, Date of Execution: 24/01/2018 , Admitted by: Self, Date of Admission: 24/01/2018 ,Place : Office			Bugantar Glash				
		24/01/2018	LTI 24/01/2015	24/01/2018				
	India, PIN - 700140 Sex: F	emale, By Cas :Individual, E	Maheshtala, Distri te: Hindu, Occupa xecuted by: Self, i	ct:-South 24-Parganas, West Bengal, ation: Business, Citizen of: India, PAN Date of Execution: 24/01/2018 ; Office				

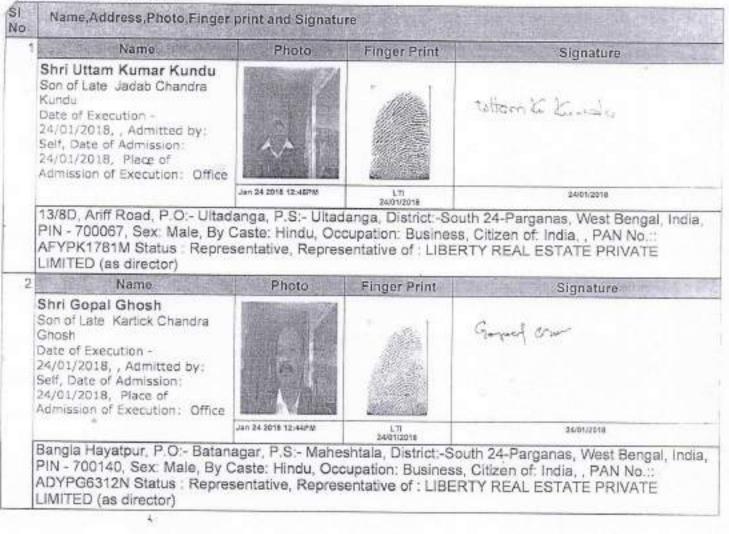
#### Developer Details :

SI	Name,Address;Photo,Finger print and Signature
14	LIBERTY REAL ESTATE PRIVATE LIMITED 13A/1A, Ariff Road, P.O Ultadanga, P.S Ultadanga, District:-South 24-Parganas, West Bengal, India, PIN - 700067, PAN No.:: AABCL5521B, Status: Organization, Executed by: Representative



2018 Guely No. Hood dour 22/301 2017 Dead No. 1 - 160600262 / 2018. Document is digitally signed

₄presentative Details :



Identifier Details :

Name & address

Shyamai Chatterjee Son of Late Kashinath Chatterjee

13/S, Ariff Road, P.O.- Ultadanga, P.S.- Ultadanga, District.-South 24-Parganas, West Bengal, India, PIN - 700067, Sex Male, By Caste, Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Shri Uttam Kumar Kundu, Shri Samiran Kundu, Shri Gopal Ghosh, Mrs Priyanka Ghosh, Shri Uttam Kumar Kundu, Shri Gopal Ghosh

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0 0 2017 2017 Deed No :1 - 160600262 / 2018, Document is digitally signed.

inst	er of property for L1	A second state of the seco
SI.No	From	To, with area (Name-Area)
1	Shri Uttam Kumar Kundu	LIBERTY REAL ESTATE PRIVATE LIMITED-11.7293 Dec
2	Shri Samiran Kundu	LIBERTY REAL ESTATE PRIVATE LIMITED-11.7293 Dec
3	Shri Gopal Ghosh	LIBERTY REAL ESTATE PRIVATE LIMITED-11.7293 Dec
4	Mrs Priyanka Ghosh	LIBERTY REAL ESTATE PRIVATE LIMITED-11.7293 Dec
Transi	fer of property for S1	
Contraction of the local division of the loc	From	To, with area (Name-Area)
1	Shri Uttam Kumar Kundu	LIBERTY REAL ESTATE PRIVATE LIMITED-500.00000000 Sq Ft
2	Shri Samiran Kundu	LIBERTY REAL ESTATE PRIVATE LIMITED-500.00000000 Sq Ft
3	Shri Gopal Ghosh	LIBERTY REAL ESTATE PRIVATE LIMITED-500 0000000 Sq Ft
4	Mrs Priyanka Ghosh	LIBERTY REAL ESTATE PRIVATE LIMITED-500.0000000 Sq Ft

Endorsement For Deed Number : I - 160600262 / 2018

#### On 27-12-2017

### 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 8,83,59,992/-

# mg

Satyajit Biswas ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH

South 24-Parganas, West Bengal

#### On 24-01-2018

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

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

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

Presented for registration at 11:30 hrs on 24-01-2018, at the Office of the A.D.S.R. SEALDAH by Shri Gopal Ghosh , one of the Executants.

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

Execution is admitted on 24/01/2018 by 1. Shri Uttam Kumar Kundu, Son of Late Jadab Chandra Kundu, 13/8D. Ariff Road, P.O. Ultadanga, Thana: Ultadanga, South 24-Parganas, WEST BENGAL, India, PIN - 700067, by caste Hindu, by Profession Business, 2. Shri Samiran Kundu, Son of Shri Uttam Kumar Kundu, Plot No. 124, Sector: AE, P.O. Bidhannagar, Thana: North Bidhannagar, North 24-Parganas, WEST BENGAL, India, PIN - 700064, by caste Hindu, by Profession Business, 3. Shri Gopal Ghosh, Son of Late Kartick Chandra Ghosh, Bangla Hayatpur, P.O. Batanagar, Thana: Maheshtala, South 24-Parganas, WEST BENGAL, India, PIN - 700140, by caste Hindu, by Profession Business, 4. Mrs Priyanka Ghosh, Wife of Shri Mrinal Kanti Ghosh, Bangla Hayatpur, P.O. Batanagar, Thana Maheshtala, South 24-Parganas, WEST BENGAL, India, PIN - 700140, by caste Hindu, by Profession Business, 4. Mrs Priyanka Ghosh, Wife of Shri Mrinal Kanti Ghosh, Bangla Hayatpur, P.O. Batanagar, Thana Maheshtala, South 24-Parganas, WEST BENGAL, India, PIN - 700140, by caste Hindu, by Profession Business



ctrified by Shyamal Chatterjee. . . Son of Late Kashinath Chatterjee, 13/S, Ariff Road, P.O. Ultadanga, Thana: ultadanga, South 24-Parganas, WEST BENGAL, India, PIN - 700067, by caste Hindu, by profession Advocate

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

Execution is admitted on 24-01-2018 by Shri Uttam Kumar Kundu, director, LIBERTY REAL ESTATE PRIVATE LIMITED (Private Limited Company), 13A/1A, Ariff Road, P.O.- Ultadanga, P.S.- Ultadanga, District -South 24-Parganas, West Bengal, India, PIN - 700067

Indetified by Shyamal Chatterjee, . . Son of Late Kashinath Chatterjee, 13/S, Ariff Road, P.O. Ultadanga, Thana Ultadanga, South 24-Parganas, WEST BENGAL, India, PIN - 700067, by caste Hindu, by profession Advocate

Execution is admitted on 24-01-2018 by Shri Gopal Ghosh, director, LIBERTY REAL ESTATE PRIVATE LIMITED (Private Limited Company), 13A/1A, Ariff Road, P.O.- Ultadanga, P.S.- Ultadanga, District:-South 24-Parganas, West Bengal, India, PIN - 700067

Indetified by Shyamal Chatterjae, ..., Son of Late Kashinath Chatterjee, 13/S, Ariff Road, P.O. Ultadanga, Thana: Ultadanga, South 24-Parganas, WEST BENGAL, India, PIN - 700067, by caste Hindu, by profession Advocate

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- ( E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/01/2018 12:00AM with Govt. Ref. No. 192017180155001132 on 16-01-2018, Amount Rs. 21/-, Bank State Bank of India ( SBIN0000001), Ref. No. 90005924 on 17-01-2018, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 5,000/ by online = Rs 70,020/-

#### Description of Stamp

1. Stamp: Type: Impressed, Serial no 34812, Amount: Rs.5,000/-, Date of Purchase: 17/01/2018, Vendor name: MOUSUMI GHOSH

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/01/2018 12:00AM with Govt. Ref. No: 192017180155001132 on 16-01-2018, Amount Rs: 70,020/-, Bank, State Bank of India ( SBIN0000001), Ref. No. 90005924 on 17-01-2018, Head of Account 0030-02-103-003-02

Satyajit Biswas ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69. Registered in Book - I Volume number 1606-2018, Page from 9058 to 9097

being No 160600262 for the year 2018.



Digitally signed by SATYAJIT BISWAS Date: 2018.01.29 12:57:35 +05:30 Reason: Digital Signing of Deed.

(Satyajit Biswas) 29-01-2018 12:57:15 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SEALDAH Vest Bengal.

# (This document is digitally signed.)

9/01/2018 Query No. 16061000422790 / 2017 Deed No. 1 - 160600262 / 2018, Document is digitally signed.