

THIS DEVELOPMENT AGREEMENT made this 20\$ day of February
Two Thousand Eighteen (2018)

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BETWEEN

INSTITUTE OF INTERNATIONAL TRADE (PAN No. AAATI4516R) a registered Charitable Trust having its registered office at Premises No.6, Waterloo Street, 5th Floor, Room No. 504, P.O. & Police Station – Hare Street, Kolkata – 700 069, being represented by one of its Trustee DR. DHANPATRAM AGARWAL (PAN :: ACZPA4900E), son of Late Chandu Lal Agarwal, by faith – Hindu, by occupation – Business, residing at Premises No. 6, Waterloo Street, 5th floor, Room No. 504, P.O. & P.S. Hare Street, Kolkata – 700 069 hereinafter called and referred to as the OWNER (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed mean and include its successors-in-office and assigns) of the ONE PART.

## A N D

MARTIN BURN LIMITED (PAN No. AABCM9913A) an existing Company under the provisions of the Companies Act, 1956 having its registered office at "Martin Burn House", 1, R. N. Mukherjee Road, P. S.: Hare Street, P.O.: Lalbazar, Kolkata – 700 001, being represented by its Director - Mr. Sunil Fatehpuria (PAN: AADPF8732D), son of Mr. Kedar Nath Fatehpuria, by faith - Hindu, by occupation - Business, residing at 62/17, Ballygunge Circular Road, P.S. & P.O.: Ballygunge, Kolkata – 700 019 and Director - Mr. Manish Fatehpuria (PAN: AAGPF7925F), son of Mr. Kedar Nath Fatehpuria, by faith - Hindu, by occupation - Business, residing at 62/17, Ballygunge Circular Road, P.S. & P.O.: Ballygunge, Kolkata – 700 019, hereinafter called and referred to as the DEVELOPER (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed mean and include its successors-in-office and assigns) of the OTHER PART.

WHEREAS Institute of International Trade, the owner herein purchased undivided 1/7th share of land measuring about 60.42 decimal out of total land measuring about 423 decimal lying and situated in Mouza – Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, R.S. Dag No. 1602, 1605,

1622, 1623, 1604, 1624, 1603, under R.S. Khatian No. 827, 946, 242/972, 975, and 4008, Police Station- Sonarpur, within the limits of Kalikapur-1 Gram Panchayet, District 24 Parganas (South) from Peerless Developer Limited, having its registered office at 13A, Dacres Lane, P.O. & Police Station – Hare Street, Kolkata – 700 073, by way of Deed of Conveyance registered in the office of ADSR Sonarpur, on 8th December, 2010 and recorded in Book No. I, CD Volume no. 32, page 3094 to 3113, Being No. 13483 for the year 2010.

decimal land lying and situated in Mouza – Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, C.S. Dag No. 1111 & 1112 under CS Khatian No. 439 and 477, corresponding to R.S. Dag No.1221, 1222, under R.S. Khatian No. 867, 868, Police Station- Sonarpur, within the limits of Kalikapur-1 Gram Panchayet, District 24 Parganas (South) from Peerless Developer Limited, having its registered office at 13A, Dacres Lane, Police Station – Hare Street, Kolkata – 700 073, by way of Deed of Conveyance registered in the office of ADSR Sonarpur, on 8th December, 2010 and recorded in Book No. I, CD Volume no. 32, page 3069 to 3093, Being No. 13486 for the year 2010.

AND WHEREAS said Institute of International Trade, further purchased undivided 1/7th share of land measuring about 56.77 decimal land out of total land measuring about 423 decimal lying and situated in Mouza - Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, corresponding to R.S. Dag No.1602, 1605, 1622, 1623, 1604, 1624, & 1603, under R.S. Khatian No. 827, 946, 242/972, 975, 408, Police Station- Sonarpur, within the limits of Kalikapur-1 Gram Panchayet, District 24 Parganas (South) from Peerless Developer Limited, having its registered office at-13A, Dacres Lane, Police Station - Hare Street, Kolkata - 700 073, by way of Deed of Conveyance registered in the office of ADSR Sonarpur, on 8th December, 2010 and recorded in Book No. I, CD Volume no. 32, page 3029 to 3048, Being No. 13494 for the year 2010.

AND WHEREAS said Institute of International Trade, further purchased a plot of land measuring about 1.18 acres more or less lying and situated in Mouza – Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, C.S. Dag No. 1121, C.S Khatian No. 581, corresponding to R.S. Dag No.1233, under R.S. Khatian No.421, Police Station- Sonarpur, within the limits of Kalikapur-1 Gram Panchayet, District 24 Parganas (South) from Peerless Developer Limited, having its registered office at 13A, Dacres Lane, Police Station – Hare Street, Kolkata – 700 073, by way of Deed of Conveyance registered in the office of ADSR Sonarpur, on 8th December, 2010 and recorded in Book No. I, CD Volume no.32, page 3049 to 3068, Being No. 13488 for the year 2010.

AND WHEREAS said Institute of International Trade, further purchased undivided 1/7<sup>th</sup> share of land measuring about 60.42 decimal land out of total land measuring about 423 decimal lying and situated in Mouza − Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, corresponding to R.S. Dag No.1602, 1605, 1622, 1623, 1604, 1624 & 1603, under R.S. Khatian No. 827, 946, 242/972, 975, 408, Police Station- Sonarpur, within the limits of Kalikapur-1 Gram Panchayet, District 24 Parganas (South) from Peerless Developer Limited, having its registered office at 13A, Dacres Lane, Police Station − Hare Street, Kolkata − 700 073, by way of Deed of Conveyance registered in the office of ADSR Sonarpur, on 8th December, 2010 and recorded in Book No. I, CD Volume no. 32, page 3009 to 3028, Being No. 13503 for the year 2010.

AND WHEREAS said Institute of International Trade, further purchased a plot of land measuring about 58 decimal more or less out of total land measuring 406 decimal lying and situated in Mouza – Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, R.S. Dag R.S. Dag No.1602, 1605, 1622, 1623, 1604, 1624 & 1603, under R.S. Khatian No. 827, 946, 242/972, 975, 408, Police Station-Sonarpur, within the limits of Kalikapur-1 Gram Panchayet, District 24 Parganas (South) from one Smt. Shyamali Ghosh (nee Mukherjee) wife Sri Samir Ghosh of

42, Diamond Harbour Road, Flat No.1-10, Pushpasree Housing Society, P.O. & P.S. Behala, Kolkata – 700 040, by way of Deed of Conveyance registered in the office of ADSR Sonarpur, on 26<sup>th</sup> July, 2011 and recorded in Book No. I, CD Volume no.20, page 4312 to 4326, Being No.06853 for the year 2011.

AND WHEREAS said Institute of International Trade, further purchased a plot of land measuring about 54.45 decimal more or less out of total land measuring 406 decimal lying and situated in Mouza – Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, R.S. Dag R.S. Dag No.1602, 1605, 1622, 1623, 1604, 1624 & 1603, under R.S. Khatian No. 827, 946, 242/972, 975, 408, P.O. & Police Station- Sonarpur, within the limits of Kalikapur-1 Gram Panchayet, District 24 Parganas (South) Pin – 743613, from one Sri Nirmalendu Chakraborty son of Late Birendra Nath Chakraborty of 42B, R.K. Chatterjee Road, Police Station – Kasba, Kolkata – 700 042, by way of Deed of Conveyance registered in the office of ADSR Sonarpur, on 22th September, 2011 and recorded in Book No. I, CD Volume no.24, page 3813 to 3825, Being No. 10396 for the year 2011.

AND WHEREAS said Institute of International Trade, further purchased a plot of land measuring about 26 decimal more or less out of total land measuring 45 decimal lying and situated in Mouza - Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, R.S. Dag R.S. Dag No.1602, 1605, 1622, 1623, 1604, 1624 & 1603, under R.S. Khatian No. 827, 946, 242/972, 975, 408, Police Station-Sonarpur, within the limits of Kalikapur-1 Gram Panchayet, District 24 Parganas (South) from one from one Sri Kamala Prasad Chakraborty, son of Late Bhupendra Nath Chakraborty of Village - Kalikapur, P.S. Sonarpur, District 24 Parganas (South) by way of Deed of Conveyance registered in the office of ADSR Sonarpur, on 12th September, 2011 and recorded in Book No. I, CD Volume no.24, page 3826 to 3838, Being No. 10395 for the year 2011.

AND WHEREAS said Institute of International Trade, further purchased a plot of land measuring about 51.27 decimal more or less out of total land measuring 359

decimal lying and situated in Mouza – Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, R.S. Dag No.1626, L.R. Dag No.1644, R.S. Khatian No.242, Khanda Khataian No.972, corresponding to L.R. Khatian No.585 and R.S. Dag No.1625, corresponding to L.R. dag No. 1643, R.S. Khatian No. 247, corresponding L.R. Khatian No.585, Police Station-Sonarpur, within the limits of Kalikapur-1 Gram Panchayet, District 24 Parganas (South) from one Smt. Dipika Ghosh wife of Sri Bimal Kumar Ghosh and daughter of Late Birendra Nath Chakraborty, of 65A, Linton Street, P.S. Beniapukur, Kolkata – 700014, by way of Deed of Conveyance registered in the office of ADSR Sonarpur, on 24th September, 2011 and recorded in Book No. I, CD Volume no.24, page 3839 to 3851, Being No. 10394 for the year 2011.

AND WHEREAS said Institute of International Trade, further purchased a plot of land measuring about 51.27 decimal more or less out of total land measuring 359 decimal lying and situated in Mouza – Kalikapur, J.L. No. 95, R.S. No. 204, Touzi No. 109, Pargana Medanmalla, R.S. Dag No.1626, L.R. Dag No.1644, R.S. Khatian No.242, Khanda Khataian No.972, corresponding to L.R. Khatian No.585 and R.S. Dag No.1625, corresponding to L.R. dag No. 1643, R.S. Khatian No. 247, corresponding L.R. Khatian No.585, Police Station- Sonarpur, within the limits of Kalikapur-1 Gram Panchayet, District 24 Parganas (South) from one Sri Milan Kumar Bhattacharjee son of Late Murari Mohan Bhattacharjee of Pujadeep Apartment, Flat No. 12/3, Bata More, P.S. Maheshtala, Kolkata – 700141, by way of Deed of Conveyance registered in the office of ADSR Sonarpur, on 12th September, 2011 and recorded in Book No. I, CD Volume no.24, page 3852 to 3865, Being No. 10393 for the year 2011.

AND WHEREAS by virtue of the above mentioned Ten Nos of Deed of Conveyances said Institute of International Trade, the Owner herein, became the absolute Owner of total land measuring about 595 decimal but it has been recorded as 589 decimal in the records of the B.L. & L.R.O. lying and situated in

946, 242/972, 975, 408, R.S. Khatian No. 242 (L.R. Khatian No. 585, R.S. Khatian No. 247 (L.R. Khatian No. 585), R.S. Khatian No. 867, 868, 421, under L.R. Khatian No. 1767, Police Station- Sonarpur, under Kalikapur-I Gram Panchayet, District the record of the L.R.O. and also in the record of the Kalikapur-I Gram Panchayet Mouza - Kalikapur, J.L. No. 95, R.S. Dag No.1602, 16●3, 1604, 1605, 1221, 1222, 1233, 1622, 1623, 1624, 1625, 1626, corresponding to L.R. Dag No.1618, 1619, 1620, 1621, 1224, 1225, 1236, 1640, 1641, 1642, 1643, 1644, under R.S. Khatian No.827, 24 Parganas (South) and absolutely seized and possessed by mutating its name in by paying rents and taxes thereto.

AND WHEREAS the owner is in need of funds for construction of an educational institution in compliance with the requirement of West Bengal University of Pecluology-on the adjacent plot measuring about 1.18 acres more or less lying Pargana Medanmalla, C.S. Dag No.1121, C.S Khatian No. 581, corresponding to meet its financial requirements the owner has approached the developer to R.S. Dag No.1233, under R.S. Khatian No.421, Police Station-Sonarpur, within the primarily situated in Mouza- Kalikapur, J.L. No.95, R.S. No. 204, Touzi No. 109, assist it in the mobilization of requisite funds for deployment in construction and/or creating the requisite infrastructure for the limits of Kalikapur-I, Gram Panchayet, District 24 Parganas (South) and the college building

Por Institute of International Trade

AND WHEREAS during the survey of the said land, it was found in the records 15 decimal would not be used for the development and the Owner will hold that land exclusively for himself. Furthermore the Owner would be granted access to of the B.L. & L.R.O. that 15 (Fifteen) decimal land in R. S. Dag No. 1626, corresponding to L.R.Dag No. 1644, out of the total land measuring about 471 decimal has been recorded as Bargadar and as such this area of the said land, i.e., this land area of 15 (Fifteen) Decimal in R.S. Dag No. 1626, corresponding to

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L.R.Dag No. 1644 from the area proposed for development i.e., 456 (Four Hundred Fifty Six) Decimal. However this access will be common with the other development units and will be decided upon mutually at the planning stage of the property.

AND WHEREAS the Owner in order to fulfill its requirement of funds for the aforesaid purpose has approached the developer—to develop its said land measuring about 456 decimal more or less Valta landout of total land as per B.L. & L.R.O. Record 589 decimal—but total area of land as per nine deeds measuring about 477 decimal, lying and situated in Mouza - Kalikapur, J.L. No. 95, R.S. Dag No.1602, 1603, 1604, 1605, 1221, 1222, 1622, 1623, 1624, 1625, corresponding to L.R. Dag No.1618, 1619, 1620, 1621, 1224, 1225, 1640, 1641, 1642, 1643, under R.S. Khatian No.827, 946, 242/972, 975, 408, R.S. Khatian No. 242 (L.R. Khatian No. 585, R.S. Khatian No. 247 (L.R. Khatian No. 585), R.S. Khatian No. 867, 868, 421, under L.R. Khatian No. 1767, Police Station–Sonarpur, under Kalikapur-I Gram Panchayet, District 24 Parganas (South), by constructing G+III and/or G+IV storied building(s) in several/different blocks thereon at the cost of the Developer and the Developer herein being experienced in developing properties has agreed to develop their said land herein on the terms and conditions stated herein.

AND WHEREAS the Owner hereby agrees to authorize and appoint the Developer to construct the G+III and/or G+IV storied building(s) in several/different blocks over the scheduled land according to the building plan to be sanctioned by the Kalikapur-I Gram Panchayet/Zila Parishad or any other appropriate authority subject to the terms and conditions stipulated herein.

AND WHEREAS both the parties hereto have agreed in principle that the Owner will have an undivided right of 20% of the total constructed area in consideration of the relinquishment in the total area of land. However such undivided share of

20% as mentioned above, shall stand relinquished upon payment of consideration to the Owner as mentioned in the SECOND SCHEDULE herein.

AND WHEREAS for avoiding any future litigations and complications, both the Owner and the Developer have agreed on certain terms and conditions and certain rights and obligations of which both the parties will be binding upon which is hereinafter appearing.

## BEFORE EXECUTION OF THIS AGREEMENT THE OWNER HAVE REPRESENTED AND ASSURED TO THE DEVELOPER AS FOLLOWS:

- 1) That the said property is free from all encumbrances' charges, liens, lispendents, attachments whatsoever and the same is occupied and fully possessed of and seized by the Owner.
- 2) That there is no notice of acquisition or requisition received or pending in respect of the said property, morefully described in Schedule 'A' hereunder written.
- The Owner further declares that the said properties is having an area of 456 decimal more or less Sali land out of total land as per B.L. & L.R.O. Record 589 decimal but total area of land as per nine deeds measuring about 477 decimal, lying and situated in Mouza Kalikapur, J.L. No. 95, R.S. Dag No.1602, 1603, 1604, 1605, 1221, 1222, 1622, 1623, 1624, 1625, corresponding to L.R. Dag No.1618, 1619, 1620, 1621, 1224, 1225, 1640, 1641, 1642, 1643, under R.S. Khatian No.827, 946, 242/972, 975, 408, R.S. Khatian No. 242 (L.R. Khatian No. 585, R.S. Khatian No. 247 (L.R. Khatian No. 585), R.S. Khatian No. 867, 868, 421, under L.R. Khatian No. 1767, Police Station Sonarpur, under Kalikapur -I Gram Panchayet, District 24 Parganas (South) and the same is not attracted under Urban Land Act under Section 27(2) of the Urban Land (Ceiling and Regulations) Act 1976.

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- The Owner has declared to the Developer that the Owner has good marketable title in respect of the said property without any claim right title, interest of any person or persons therein and the Owner has absolute right to enter into any agreement with the Developer and the Owner hereby undertake to indemnify and keep the Developer indemnified against any third Party's claim and demands whatsoever with regard to the title and Ownership of the Owner.
- 5) The Owner further declares that the Conversion Certificate of the said property from Sali / Doba land to Bastu land has been obtained from the competent authority.
- 6) There is no other agreement in existence at present in respect of the said premises.

## NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

## ARTICLE -I (DEFINITIONS)

That in this agreement unless otherwise agreed upon the following expression will have the following meaning:-

- 1. ARCHITECT shall mean such person or firm registered and enlisted in the Kalikapur-I Gram Panchayet/Zila Parishad or any other appropriate authority and may be appointed as architect by the Developers.
- 2. **BUILDING** shall mean and G+III and/or G+IV storied building and commercial space to be constructed in Several/Different Blocks on the said plot of land by the Developer in accordance with the plan or plans to be prepared by the registered and enlisted architect under the supervision and cost by the Developer and sanctioned by the Kalikapur-I Gram

Panchayet/Zila Parishad or any other appropriate authority as the case may be.

- 3. <u>COMMON SPACE AND FACILITIES</u> mean and shall include corridor, passage, ways, landing, stair-case, roof, water pump, lift, etc. with electric installation and other spaces and facilities along with the right of easement whatever necessary for the maintenance and management and/or peaceful use of the Building to be constructed in the same is described in the FOURTH SCHEDULE hereunder.
- 4. <u>COMMON EXPENSES</u> shall mean and include the cost of operating up-keeping and maintaining, as and when required, the common services and facilities of the building and shall include all taxes, charges, salaries, premium and other expenses payable in respect hereof or incidental thereto as fully described in the FIFTH SCHEDULE hereunder written.
- 5. PURCHASER(S) shall mean and include all the persons who have purchased or agreed to purchase the respective flat/flats and/or other space to be constructed as garage, in the building and/or other occupiers of the respective portions of the building including owner and developers.
- 6. DEVELOPER shall mean MARTIN BURN LIMITED (PAN No. AABCM9913A) an existing Company under the provisions of the Companies Act, 1956 having its registered office at "Martin Burn House", 1, R. N. Mukherjee Road, P. S.: Hare Street, P.O.: Lalbazar, Kolkata 700 001, being represented by its Director Mr. Sunil Fatehpuria (PAN: AADPF8732D), son of Mr. Kedar Nath Fatehpuria, by faith Hindu, by occupation Business, residing at 62/17, Ballygunge Circular Road, P.S. & P.O.: Ballygunge, Kolkata 700 019 and Director Mr. Manish Fatehpuria (PAN: AAGPF7925F), son of Mr. Kedar Nath Fatehpuria, bu faith Hindu,

- by occupation Business, residing at 62/17, Ballygunge Circular Road, P.S. & P.O.: Ballygunge, Kolkata 700 019.
- 7. **DEVELOPER ALLOCATION** shall mean such allocation as morefully and particularly described in the THIRD SCHEDULE hereunder written.
- 8. OWNER shall mean INSTITUTE OF INTERNATIONAL TRADE (PAN AAATI4516R) a registered Charitable Trust having its registered office at Premises No.6, Waterloo Street, 5th Floor, Room No. 504, Police Station Hare Street, Kolkata 700 069, being represented by one of its Trustee DR. DHANPATRAM AGARWAL, son of Late Chandu Lal Agarwal, by faith Hindu, by occupation Business, residing at Premises No. 6, Waterloo Street, 5th Floor, Room No. 504, Police Station Hare Street, Kolkata 700 069, its heirs, legal representatives, successors, executors, administrators and assigns.
- 9. OWNER'S ALLOCATION shall mean shall mean such allocation as morefully and particularly described in the SECOND SCHEDULE hereunder written.
- 10. OWNERSHIP shall mean the said units/flats to be constructed and erected by the Developer in terms of the agreement and the same shall always belong to and/or vest in the Purchaser/ Purchasers subject to purchasers making payment of all the amounts payable by the purchasers to Developer in terms of the agreement.
- PREMISES shall mean all that piece and parcel of land measuring 456 decimal more or less Vasta Land out of total land as per B.L. & L.R.O. Record 589 decimal but total area of land as per nine deeds measuring about 477 decimal, lying and situated in Mouza Kalikapur, J.L. No. 95, R.S. Dag No.1602, 1603, 1604, 1605, 1221, 1222, 1622, 1623, 1624, 1625, corresponding to L.R. Dag No.1618, 1619, 1620, 1621, 1224, 1225, 1640, 1641, 1642, 1643,

- under R.S. Khatian No.827, 946, 242/972, 975, 408, R.S. Khatian No. 242 (L.R. Khatian No. 585, R.S. Khatian No. 247 (L.R. Khatian No. 585), R.S. Khatian No. 867, 868, 421, under L.R. Khatian No. 1767, Police Station Sonarpur, under Kalikapur –I Gram Panchayet, District 24 Parganas (South), morefully and particularly described in the FIRST SCHEDULE hereunder written.
- 12. PLAN OR BUILDING PLAN shall mean plan or plans to be prepared by a registered and enlisted architect in the Kalikapur-I Gram Panchayet/Zila Parishad or any other appropriate authority and may be appointed as architect by the Developers.
- 13. <u>SPECIFICATIONS</u> shall mean the materials and specifications as are recommended by the architect/engineer for the time being and the same shall be final conclusive and binding on the purchasers more fully and particularly described in the SEVENTH SCHEDULE hereunder written.
- 14. **TRANSFER** with its grammatical variations shall include a transfer by possession and by other means adopted for effecting what is understood as a transfer for flat/unit in Ground plus three storied building to the Purchasers.
- 15. TRANSFEREES shall mean the Purchasers to whom any unit(s)/ flat(s) and/or, garage in the said building will be transferred.
- 16. <u>UNDIVIDED SHARE</u> shall mean the undivided proportionate share in the land attributable and allocable to the said Unit/Flats /Garages to be constructed.
- 17. <u>UNIT(S)/FLAT(S)</u> shall mean flats/ apartments and/or garages, intended to be built-up and constructed by the Developer and/or constructed area

capable of being exclusively held or occupied by any Purchaser/Transferee/Co-Purchaser/Co-Buyer.

18. WORD used in singular shall include plural and vice versa, AND WORD USED IN MASCULINE shall include the feminine and neuter gender and vice versa.

## ARTICLE - II (BUILDING)

The Developer will at their own cost and expenses construct and complete the G+III and/or G+IV storied building(s) in several/different blocks on the said plot of land in accordance with sanctioned building plan with materials and specifications as mentioned in the SEVENTH SCHEDULE hereunder written or as specified by the architect from time to time within a period of 60 months from the date of this agreement, which may be extended for further 6 months on mutual consent. Such term otherwise for unavoidable delay which is beyond the control of the Developer and the Developer will not remain responsible for any of this contract may be extended on account of FORCE MAJEURE or such delay. The Owner's obligation wherever applicable in the agreement will be subject to force majeure.

Subject to the terms and conditions mentioned herein, the decision of the Developer regarding the quality of the materials certified by its architect/engineer shall be final and binding between the parties hereto.

The Developer at its own cost and expenses shall install and erect the said building and also pump, water storage tank, overhead reservoirs, in the said building. Temporary electric connection without fittings shall be provided in the building by the Developer at its cost and expenses until permanent electric connection is obtained and other facilities as agreed by the Developer will be

provided by the Developer in the building having self contained flat/flats constructed for sale of flat/flats and other spaces but separate electric meters shall however be arranged upon payment of costs as would be required for installations of such meter for supply of electricity in each flat by the respective purchaser/transferee.

The Developer for and behalf of the Owner shall be entitled to apply for and obtain electric water gas sanitary telephone or other facilities as required and/or other amenities and facilities of whatsoever nature as maybe required for the said several/different blocks to be constructed by the developer and the owner hereby accords its consent and further agrees to sign all papers and documents including Power of Attorney as maybe required by the developer for obtaining the same.

All costs, charges, and expenses including stamping and registration of this agreement as well as general power of attorney including further mutual agreed modification thereof, filling of the land, Panchayet fees and architect/engineers fees during the period of and relating to and/or concerning construction of the building shall be borne and paid by the Developer and the Owner shall not bear any cost and/or expenses in any respect.

## ARTICLE - III (COMMENCEMENT AND TERM)

This Joint Venture Agreement will commence on and from the date of signing this agreement and shall remain in force until all the flats and/or garages and/or other space to be constructed are transferred to the purchasers/transferees and the Developer is responsible to construct the building and deliver the possession of the flat(s).

## ARTICLE - IV (DEVELOPER'S OBLIGATIONS)

a) To incur all costs, charges and expenses for construction of the said G+III and/or G+IV storied building(s) in several/different blocks of the said

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land lying and situated in Mouza-Kalikapur, Police Station-Sonarpur, within the Jurisdiction of the Kalikapur-I Gram Panchayet, District 24 Parganas (South), as per plan sanctioned by the concerned authority.

- b) To complete the entire construction work of the proposed G+III and/or G+IV storied building(s) in different blocks of the said land lying and situated in Mouza Kalikapur, Police Station Sonarpur, within the Jurisdiction of the Kalikapur–I Gram Panchayet, District 24 Parganas (South), in all respect and fully complete and in habitable condition with all facilities and/or amenities attached thereto described in the Seventh Schedule herein within the stipulated period.
- c) The Owner further agrees to make payment of rates and taxes or other outgoings in respect of the aforesaid property up to the agreement date and thereafter the Developer shall pay the rents and taxes to the Panchayet and or BL. & LRO. and/or other outgoings in respect of the aforesaid property till deliver of possession of the flats to the Purchasers.
- d) The developer also agrees that from time to time the Owner and its authorized representatives shall have the right to inspect the construction of the proposed building without creating any disturbances or obstruction to the buildings.
- e) To enjoy and negotiate with prospective buyers and accept advance(s) as it may think fit and proper from all such person or persons without any interference from the Owner but subject to the due performance of the obligations as contained herein without having any responsibility in any way for receipt of such advance money by the developer and the responsibility for any amount of money received from any persons will be entirely upon the developer.

- f) That the Developer shall agree to pay the entire incidental charges during construction/completion of the said building.
- g) That the Developer shall demolish any existing building by its own labour excluding the boundary walls and instruments taking all safety measures in accordance with the law and receive or appropriate the sale proceeds of the same. The Owner will have no liability in any way after delivery of possession of the scheduled property to the Developer.
- h) The Developer will obtain a sanctioned plan and begin work as per the sanctioned plan and will not make any construction in violation of the said sanctioned plan.
- i) The Developer hereby declares that the proposed building to be completed within 60 (sixty) months from the date of this agreement, which may be extended for a further period of 6 (six) months on mutual consent subject to FORCE MAJEURE. The Owner's obligation wherever applicable in the agreement will be subject to force majeure.
- j) The developer will remain bound to construct a reservoir for preserving the drinking water supplied by the Kalikapur-I Gram Panchayet for further supply to all flats at his cost and expenses.
- k) The Developer can use the electric meters which exist but the expenditure on that account will be borne by the developer.
- If the Developer intend to sell open car parking space, open space under the sky and other spaces in the open areas and any commercial space and other open commercial spaces in that case the sale proceeds will be divided 20% for the Owner and 80% for the Developer.

## ARTICLE - V (OWNERS OBLIGATIONS)

- a) The Owner will deliver peaceful vacant possession of the schedule property to the developer on the date of execution of this agreement.
- b) Not to sell transfer alienate or encumber the premises so long this agreement shall remain in force and effect up to the period of 60 months from the date of this agreement, which may be extended for a further period of 6 months on mutual consent.
- c) The owner shall ensure that the site of construction remains without obstruction of whatsoever nature and shall extend full co-operation to the developer to erect, construct and complete the several/different blocks of G+III and/or G+IV storied building(s) to be constructed by the developer.
- d) The owner shall sign and execute from time to time throughout the course of construction all such plans, papers and documents at the instance and/or request of the developer for the purpose of obtaining such further approval or permissions of the plans together with the modifications thereof or any other work in connection with the development and construction of the said several/different flats on the said plot of land which are required to be signed by the owner for the purpose and fulfillment of the terms of this agreement.
- e) Not to cause any obstruction disturbance and interference in the bonafide construction erection and completion of the said G+III and/or G+IV storied building(s) on the said premises subject to compliance of all necessary formalities in accordance with law and compliance of the terms and conditions mentioned herein.
- f) To execute registered power of attorney in favour of the Developer at the time of this agreement to comply all the formalities of agreement and

construction of the said building of the said land lying and situated in Mouza-Kalikapur, Police Station-Sonarpur, within the Jurisdiction of the Kalikapur -I Gram Panchayet, District 24 Parganas (South), morefully described in the Schedule "A" hereunder written.

- g) The Developer shall not be treated in default if the works is delayed due to \_\_\_\_\_ the reasons amounting to FORCE MAJEURE.
- h) The Owner has agreed to handover the possession of the said plot of land morefully and particularly described in the FIRST SCHEDULE hereunder written to the Developer at the time of execution of this agreement.
- The Owner agrees to provide all relevant papers / documents, required to obtain project approval for housing finance from housing finance banks/
   N.H.B. / Institutions for the intending buyers.
- the flat(s)/unit(s)/garage(s) in the said several/ different blocks of G+III and/or G+IV storied building(s) and receive advance(s) as well as balance consideration money from the intending purchasers in its own name and will be entitled to sign and execute and register necessary deed of conveyances on behalf of the Owner and to present the said deed of conveyance or conveyances before any registrar, additional sub-registrar or district sub-registrar competent to register the documents and to admit the execution thereof on behalf of the Owner.

Subject to preceding clauses, the Owner hereby grant exclusive right authority and permission to the Developer to construct, erect and complete the proposed G+III and/or G+IV storied building(s) in several/different blocks on the said plot of land in accordance with the sauctioned building plan as per specification mentioned in the SEVENTH SCHEDULE hereunder written.

The Developer shall be exclusively entitled to sell all the flat(s)/unit(s)/garage(s) in the several/different blocks of the G+III and/or G+IV storied building(s) to be constructed without affecting the Owners' allocation i.e. 20% of the total constructed area of the building proposed to be erected thereon with the rights to transfer or otherwise deal with or dispose of the same subject to delivery of vacant and peaceful possession in all good and habitable manner and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the said flat(s)/unit(s).

The Owner hereby agrees and covenants with the 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 flat(s)/unit(s) and/or selecting the person in whose favour the Developer shall sell/transfer subject to terms and conditions mentioned herein.

That the Owner undertakes that during the continuance of this agreement they must not enter into any agreement with the third party to negotiate in respect of the aforesaid plot of land or any part thereof morefully and particularly described in the FIRST SCHEDULE hereunder written in any way whatsoever.

The Owner, Developer and/or its nominees shall have common right over the land, passage, underground water reservoir overhead water tank, stair, stair case, drainage, septic tank, open spaces, landing, roof etc. as mentioned in the FOURTH SCHEDULE written below in common with the Developer and/or with the purchasers of the flat(s)/unit(s)

That the Owner declares that the Developer will be entitled to use the existing electric meter if any installed in the said premises during the time of construction of the building and the Developer will pay regular electric consumption charges and the owner will not raise any objection in respect of the same.

## ARTICLE - VI (CONSIDERTION)

In lieu of Owner's allocation mentioned below and on payment of some consideration as stated hereunder the Owner do hereby grant, exclusive right to the Developer to construct G+III and/or G+IV storied building(s) in different blocks on the land described in the FIRST SCHEDULE and also authorize the Developer herein to exclusively sell all the flat(s)/unit(s)/garage(s) to the intending purchaser or purchasers to be selected by the Developer.

## ARTICLE - VII (DEVELOPER'S RIGHT)

The Developer will hold possession of the said plot of land as exclusive licensee and the Developer shall have the authority to construct the G+III and/or G+IV storied building(s) on the said plot of land mentioned in the FIRST SCHEDULE written below, sanctioned by Kalikapur-I Gram Panchayet/Zila Parishad or any other concerned authority as the case may be as per terms and conditions of this agreement.

It is agreed and recorded that entire finances, costs of construction and charges and expenses of whatsoever nature for completion of the said several blocks in G+III and/or G+IV storied building(s) on the said plot of land shall be arranged by the developer and the owner shall not be liable to incur and pay the same.

It is further agreed that the road map for the entire project will be prepared by the developer within 4 weeks from the date of signing of this agreement.

It is agreed and recorded that the Developer shall have exclusive right to the Management of the said flat(s)/units(s)/garage(s) and recovery of monthly maintenance for the flat/units etc. to be constructed in several blocks of the G+III buildings on the said plot of land shall remain with the developer.

If any amendment or modification is required in the said building plans the same shall be made by the Developer at its own cost and expenses subject to prior written approval of the Owner and the Developer will pay and bear all fees and Panchayet charges and expenses required to be paid or deposited, for such amendment and/or modification of the building plans.

Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner on the said plot or any part thereof to the Developer other than an exclusive license to the Developer to commercially exploit the said plot and to deal with the flat(s)/unit(s)/garage(s) to be constructed in several/different blocks in the building in the manner herein stated.

## ARTICLE - VIII (G.S.T. APPLICABILTY)

Both the Owner and the Developer have agreed to comply with all the provisions of the Goods and Service Tax, imposed / levied by the Government of India, as amended from time to time during the progress of the construction work and upon completion of the project.

## ARTICLE - IX (RERA APPLICABILTY)

Both the Owner and the Developer have agreed to comply with all the provisions of the RERA or any equivalent state act, notified and amended from time to time during the progress of the construction work and upon completion of the project.

# ARTICLE - X (CALCULATION OF SALE PROCEEDINGS FOR THE PURPOSE OF DISBURSEMENT)

The sale proceeds for the purpose of disbursement shall be calculated after deduction of G.S.T. received and the commission / brokerage payable /paid.

## ARTICLE - XI (MISCELLANEOUS)

The Owner and the Developer have entered in this agreement purely for construction and development of the said land mentioned in the first schedule hereunder by constructing G+III and/or G+IV storied building in different Blocks and nothing contained herein shall be deemed to construe as partnership between the Developer and the Owner.

It is understood that from time to time to facilitate the construction of the building by the Developer various deeds/acts and things not herein specified may be required to be done by the Developer and for which Developer may need the authority of the owner and various applications and other document may be required to be signed or made by the Owner relating to which specified provisions may not have been mentioned herein. The Owner hereby undertake to do all such acts, deeds, matters and things and the Owner, if necessary, shall execute necessary papers, forms, documents, additional power of attorney or attorneys, writings, writings, as may be required by the Developer for the purpose and the Owner also undertake to sign perform execute all such acts, deeds, matters and things which will be required for the purpose of satisfaction of this agreement.

Any notice required to be given by the developer shall be deemed to have been served upon the owner if delivered by hand and duly acknowledgement or sent by prepaid registered post with acknowledgement due and shall likewise be deemed to have been served to the Developers, if delivered by hand and duly acknowledge or sent by prepaid registered post with acknowledgement due to the Developer at its above named address.

The Owner and the Developer or its nominees hereby agree to abide by all the rules and regulations of such management/society association and hereby given their consent to abide by the same.

Amendments of this Agreement may be made on mutual consent of the parties.

It shall be the responsibility of the Developer to obtain or avail the maximum possible space within the byelaws of the authorities, Kalikapur-I Gram Panchayet/Zila Parishad concerned for the maximum exploitation of the value of the said property with the right to altering the sanctioned plan for the betterment and maximum exploitation of the floor area ratio.

If the Developer obtains further sanction for construction of another floor then in that case the sale proceeds of the entire floor will be divided in as 20% of the Owner and 80% of the Developer.

After obtaining building Completion Certificate from the Kalikapur-I gram Panchayet/Zila Parishad or any other competent authority, if any flat(s)/unit(s)/garage(s) and/or other spaces remain unsold, the maintenance charges, rents and taxes and other levies and incidental charges imposed by any competent authority will borne by the owner 20% and Developer 80% of the total outstanding amount.

## ARTICLE - XII (DEVELOPER'S REPRESENTATION AND INDEMNITY)

The Developer hereby undertakes to keep the owner indemnified from against all third party's claim and actions arising out of any part of the act or commission of the Developer in or relating to the construction of the said building.

The Developer undertake to comply with all the formalities the obligations stated herein for the purpose of Development and/or construction of the said building within the stipulated period and shall hand over the peaceful and vacant possession of the flat(s)/unit(s) in habitable condition after completion of the building(s) forthwith.

## ARTICLE - XIII (TITLE DEED)

The Original paper of the said land, more fully and particularly described in the FIRST SCHEDULE hereunder written, during the continuation of this agreement shall be kept with the Owner and all interested person(s) shall be entitled to have inspection and make extract there from.

## ARTICLE - XIV (JURISDICTION)

It is agreed that all disputes and differences as to any matter or thing of whatsoever nature arising out of this agreement or in connection therewith between the Owner and the Developer hereto shall be referred to arbitration in the exclusive jurisdiction of the Hon'ble High Court at Kolkata in accordance with the provisions of Arbitration and Conciliation Act, 1996 whose decision shall be binding on both the Owner and the Developer.

## FIRST SCHEDULE ABOVE REFERRED TO,

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ALL THAT piece and parcel of homestead land measuring about 456 decimal more or less value and out of total land as per B.L. & L.R.O. Record 589 decimal but total area of land as per nine deeds measuring about 477 decimal, lying and situated in Mouza - Kalikapur, J.L. No. 95, R.S. Dag No.1602, 1603, 1604, 1605,

1221, 1222, 1623, 1624, 1625, corresponding to L.R. Dag No.1618, 1619, 1620, 1621, 1224, 1225, 1640, 1641, 1642, 1643, under R.S. Khatian No.827, 946, 242/972, 975, 408, R.S. Khatian No. 242 (L.R. Khatian No. 585, R.S. Khatian No. 247) (L.R. Khatian No. 585), R.S. Khatian No. 867, 868, 421, under L.R. Khatian No. 1767, P.O. & Police Station–Sonarpur, under Kalikapur –I Gram Panchayet, District 24 Parganas (South), PIN :: 743613, butted and bounded as follows:

ON THE NORTH By R. S. Dag No. 1255, 1601, 1600, 1606.

ON THE SOUTH . By 26' ft. wide road.

ON THE EAST By R.S. Dag No. 1613, 1621, 1628, 1627.

**ON THE WEST** . By R. S. Dag No. 1254, 1233.

#### SECOND SCHEDULE ABOVE REFERFRED TO

#### OWNER'S ALLOCATION

- (a) The Owner shall be entitled to receive 20% (Twenty percent) of the sale proceeds from the intending purchasers of the flat(s)/unit(s)/garage(s) in several blocks in the proposed G+III and/or G+IV storied building(s) on the said plot of land. However, the Owner shall be entitled only after the initial forfeiture by the Developer as mentioned herein.
- (b) The above mentioned Owners allocation shall be together with undivided proportionate share of land and user rights of all common areas including roof right and facilities at the said land lying and situated in Mouza-Kalikapur, Police Station Sonarpur within the jurisdiction of the Kalikapur-I Gram Panchayat, District-24 Parganas (South), morefully mentioned in the FIRST SCHEDULE above.

- (c) It is to be expressly mentioned that the owner shall receive from the developer 20% of the sale proceeds and also the owner shall have no claim or right to the extra charges that the developer shall charge from the intending purchasers towards power, transformer, electric meter, legal charges, maintenance charges or other facilities and amenities provided by the Developer. The extra charges will be fully 100% retained by the Developer.
- (d) The Developer will pay an **interest free refundable sum** of **Rs.65,00,000/-** (Rupees Sixty-Five Lacs) only to the Owner in the following manner:-
  - (i) On the date of execution of this agreement and Rs.45,00,000/-Power of Attorney
  - (ii) At the time of commencement of construction Rs.20,00,000/
    TOTAL Rs.65,00,000/-

The owner shall issue receipt to the developer for the amount received in (ii) and (iii) and (iv) above.

(f) If the building(s) will be constructed beyond G+III and/or G+IV storied or extended in any way at any time in future ALL THAT 20% of the sale proceeds of total extended area to be built in the building(s) to be constructed on the scheduled land along with undivided proportionate share of the said land fully and particularly described in the FIRST SCHEDULE hereunder TOGETHER WITH common area and facilities mentioned in the FOURTH SCHEDULE hereunder written together with cost and expenses and outgoings and obligations mentioned in the FIFTH SCHEDULE hereunder written together with several restrictions

mentioned in SIXTH SCHEDULE hereunder written shall belong to the owner.

#### THIRD SCHEDULE ABOVE REFERRED TO

#### **DEVELOPER ALLOCATION**

- (a) The Developer is entitled to retain 80% of the <u>printing sale</u> proceeds of the flat(s)/unit(s)/garages(s) as and when received from the intending purchasers together with 100% of the extra charges paid by the intending purchaser(s).
- (b) The above mentioned Developers allocation shall be together with undivided proportionate share of land and user rights of all common areas together with roof right and facilities at the said land lying and situated in Mouza-Kalikapur, Police Station Sonarpur within the jurisdiction of the Kalikapur-I Gram Panchayat, District-24 Pgs(s), morefully mentioned in the FIRST SCHEDULE above.
- (c) The said interest free refundable sum paid to the Owner by the Developer shall be refunded by the Owner to the Developer after total sales proceeds received by the Developer (including 20% paid to the Owner) reach a figure of Rs.35,00,00,000 (Rupees Thirty-Five Crores) only.
- (d) If the Building will be constructed beyond G+III and/or G+IV storied or extended in any way at any time in future ALL THAT 80% of the sale proceeds of total extended area to be built in the building(s) to be constructed on the scheduled land along with undivided proportionate

share of the said land fully and particularly described in the FIRST SCHEDULE hereunder TOGETHER WITH common area and facilities mentioned in the FOURTH SCHEDULE hereunder written together with cost and expenses and outgoings and obligations mentioned in the FIFTH SCHEDULE hereunder written together with several restrictions mentioned in SIXTH SCHEDULE hereunder written shall belong to the developer.

#### FOURTH SCHEDULE ABOVE REFERRED TO:

#### common areas and facilities

The common areas and the common parts mentioned in this agreement:-

- (a) Staircase on all the floors.
- (b) Staircase landing on all the floors including the roof of the building.
- (c) Water tank, water pipes and other common plumbing installations.
- (d) Electrical wiring meters.
- (e) General Common Elements of all appurtenance and facilities and other \_\_\_\_\_\_\_items which are not part of the "Said Unit"

- (f) All land and premises described in the First Schedule hereinabove written whether improved or unimproved.
- (g) Exterior conducts utility lines and underground storage tanks.
- (h) Public connection meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services and located outside the complex.
- (i) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
- (j) Lift & all elevations including shafts walls machine rooms and apartments facilities.
- (k) All other facilities of elements or any improvement outside the unit but upon the said building which is necessary for convenient to the existence management operation maintenance and safety of the building or normally in common use.
- (l) The foundation fittings columns girders beams supports exterior walls of the "Said Unit", side or interior load bearing walls within the complex or concrete floor slab except the roof slab and all concrete ceiling and all stair cases in the said buildings.
- (m) Conduits utility lines telephone and electrical systems contained within the said building.

#### FIFTH SCHEDULE ABOVE REFERRED TO:

Costs and expenses and outgoings and obligations for which all purchasers are to contribute proportionately:-

- (i) The expenses for maintaining, repairing, decorating act, of the mam structure and in particular the matter pit and drains, water pipes, electric wires and in under or upon the building and enjoyed or used by the Owner in common with the Other occupiers other vendors and the main stair case entrance, passage, landing associations room of the building and the boundary walls etc.
- (ii) The costs of the cleaning and lighting the passage landings staircase and other common parts of the building as enjoyed or used by the Intending purchaser and/or co-sharer in common with the owner as aforesaid.
- (iii) The cost of decorating the exterior of the building.
- (iv) The cost of working and maintenance of electrical installation and over lights, services charges.
- (v) Municipal Taxes and other Taxes/ Levies.
- (vi) The flat owner association may determine other incidental expenses for the maintenance of the building.

## SIXTH SCHEDULE ABOVE REFERRED TO

- (a) Not to use "SAID UNIT" for any purpose other than that for the purpose for which it has been constructed.
- (b) Not to use and "SAID UNIT" and roof or any portion thereof in such manner which may or is likely to cause nuisance or annoyance to the first occupiers and/or to the owner or occupiers of the other units shall be use the same for any illegal or immoral purpose.
- (c) Not to carry on or permit to be carried on upon the "SAID UNIT" any offensive of unlawful business whatsoever not to do or permit to be done

anything in the said unit which may be illegal or forbidden under any law for the time being in force.

- (d) Not to demolish or cause to be demolished or damaged the "SAID UNIT" or any part thereof.
- (e) Not to do or permit to be done any deed or thing which may render void or void able any insurance of any flat/unit or any part thereof or cause any increased premium to be payable in respect thereof.
- (f) Not to claim division or partition of the said land and/or the common areas.
- (g) Not to decorate the exterior of the building unit flat which will be harmful for the UNIT STRUCTURE of the building.
- (h) Not to throw of accumulate any dirt rubbish or other refuse or permit the same to be thrown or accumulated in his said unit or any portion of the building.

#### SEVENTH SCHEDULE ABOVE REFERRED TO

#### **SPECIFICATION**

#### **STRUCTURE**

Construction will be of standard combination of hollow and solid block bricks with gravel / red bricks and R.C.C. with gravel. Designed by the architect.

#### **FINISHING**

External plastered surface shall be painted with cement paint and internal finishing will be white wash only.

#### **DOORS**

All doors shall be 25 m.m. thick commercial flush door with aluminum/

steel fittings. Frames are of M.S. angle frame finished with enamel paint.

#### **WINDOWS**

Fully glazed composite steel windows with steel fittings.

#### FLOORING

Ceramic tiles flooring in all rooms and toilets.

#### **TOILET**

One white E.W.C. with P.V.C. cistern, white porcelain basin. All pipes will be of G.I. / P.V.C. and fittings will be chromium plated and toilet wall will have colored glazed tiles upto 4 ft. and upto lintel level at shower.

#### **ELECTRICALS**

All rooms will have a combination of concealed and surface wiring. All wirings will be of aluminum conductors of standard make. All room will consist of two light points, one fan point and one plug point. One calling bell point will be provided in each flat.

#### **KITCHEN**

Raised black stone cooking platform with 2 ft. high white / colored glazed tiles above cooking platform only and one black stone sink and one tap will be provided. Kitchen will have one light point and one PowerPoint.

#### **SEWAGE**

Septic tank.

#### WATER

24 hours water supply from tube well with pump and stand by generator for pump and area lighting only.

**EXTRA WORK:** The Developer will charge all extra works other than the specification mentioned above extra. All the electrical wires and bathroom, toilets and kitchens fittings will be of ISI marked good quality materials.

<u>IN WITNESSES WHEREOF</u> the parties have set and subscribed their respective hands on the day month and year first above written.

## SIGNED, SEALED AND DELIVERED

By the **OWNER** at Kolkata

in the presence of:

1. Sulanta Jone. Ali pore Police Court For Institute of International Trade

Obangat Lange

SIGNATURE OF THE OWNER

2 Syry Microsica 10, 0. P.O. shr 1201-1

SIGNED, SEALED AND DELIVERED

By the **DEVELOPER** at Kolkata

in the presence of:

1. Sukanta Sano Al' prore Police Int. Kel-23. FOR MARTUN BURN LIMITEI

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FOR MARTIN BURN LIMITEI

Marish totalpunz

SIGNATURE OF THE DEVELOPER-

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F. 1172/1308 of 1996

RECEIVED by the Owner on the day month and year first above written of and from the Developer the sum of Rs.45,00,000/- (Rupees Forty Five Lacs) only as per memo below.

#### MEMO OF CONSIDERATION

Sl. No.	Cheque No.	<u>Date</u>	Bank and Branch	$\frac{\text{Amount}}{\text{(Rs.)}}$
1.	658418	01.02.2018	Yes Bank, Russel Street Branch, Kolkata.	20,00,000/-
٤.	By Rith G. S. From Yes Bonk.			25,00,000/-
	•		TOTAL	Rs.45,00,000/-

RUPEES FORTY FIVE LACS ONLY.

**WITNESSES:** 

1. Sujanta Sana - For Institute of International Trade

Ali pore Police Court. Bangat dann grann

Kal-27,

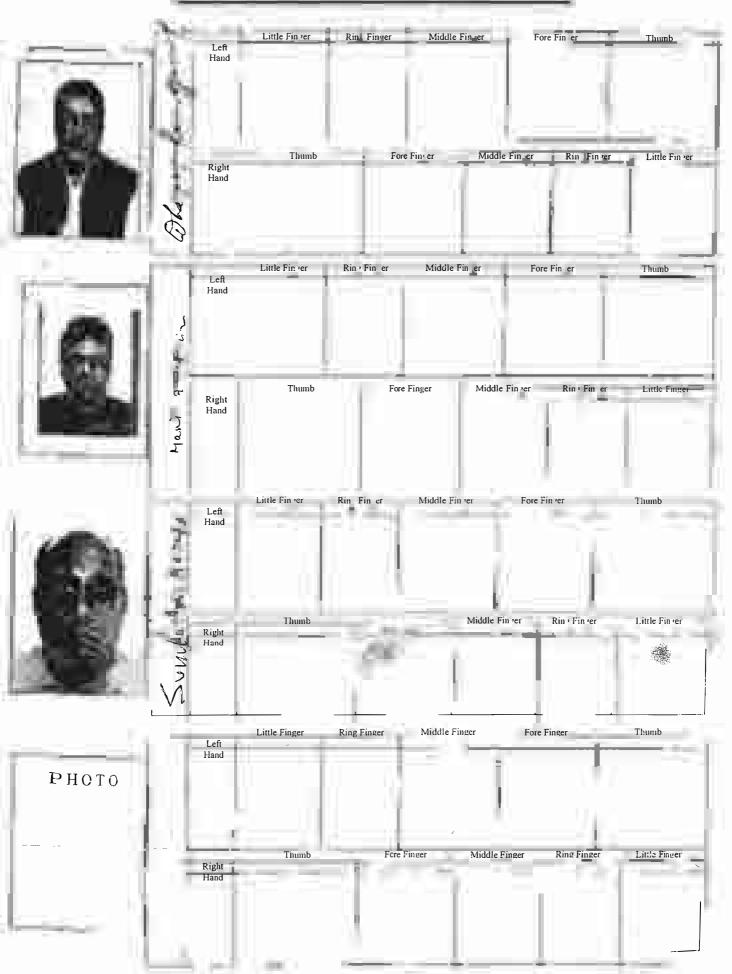
Trustee

SIGNATURE OF THE OWNER

2 Sym nouice

Typed by: Alipore Kolkata-700 019.

## SPECIMEN FORM FOR TEN FINGERPRINTS



# Govt. of West Bengal

## Directorate of Registration & Stamp Revenue e-Challan



GRN: 19-201718-017844743-1 Payment Mode

[Query No./Query Year]

Online Payment

GRN Date: 16/02/2018 17:10:01

Bank: HDFC Bank

BRN: 459518343 BRN Date: 16/02/2018 17:12:52

DEPOSITOR'S DEPART



Contact No. E-mail:

Address:

Applicant Name:

Office Name: Office Address: Status of Depositor

PROFILE & LOCKET !!

17(EN) 2 1211 16040090222677/6/2018

Property Registration-Registration

0030-02-103-003-02 0030-03-104-001-16

45053

Total

115074

u

In Words:

Rupees One Lakh Fifteen Thousand Seventy Four only



#### **Government of West Bengal**

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue

OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name: South 24-Parganas

Signature / LTI Sheet of Query No/Year 16040000222677/2018

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Dr DHANPATRAM AGARWAL 5TH FLOOR,ROOM NO504, 1, Waterloo Street, P.O:- HARE STREET, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001				Mary Com
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr MANISH FATEHPURIA 62/17, Ballygunge Circular Road, P.O:- BALLYGUNGE, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700019	Represent ative of Developer [MARTIN BURN LIMITED]	0		avist Peterp is

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo Finger Prin	t Signature with date
3	Mr SUNIL FATEHPURIA	Represent	1 46 NA /-	1.2
	62/17 BALLYGUNGE	ative of	100 Page	800
	CIRCULAR RD, P.O:-	Developer	2000/00% LOK-	10.74
	BALLYGUNGE, P.S:-	[MARTIN	W0055000 1111-1	100
	Bullygunge, Kolkata,	BURN	WANTED TO	158.14
	District:-South 24-	LIMITED ]	100000	1767
	Parganas, West Bengal,	111	as addition	110355
	India, PIN - 700019		A STATE OF THE STA	9
SI	Name and Address of i	dentifier	Identifier of	Signature with
No.				date
	Mr SUKANTA SANA		Dr DHANPATRAM AGARWAL, Mr MANISH	1
	Son of Late AREUN KUN	IAR SANA	FATEHPURIA, Mr SUNIL FATEHPURIA	4 196
П	SUKANTA PALLY,BHAN	ΓΑ, P.O:-		1.3
	SOUTH GARIA, P.S:- Bar	uipur,		1
	Baruipur, District:-South 2	4-		y
	Parganas, West Bengal, I	ndia PIN -		.3 0
	i diganas, vvest bengal, i			

(Pradipta Kishore Guha)

DISTRICT SUBREGISTRAR

OFFICE OF THE D.S.R. IV SOUTH 24-PARGANAS

South 24-Parganas, West
Bengal



# Government of West Bengal Directorate of Registration & Stamp Revenue

## e-Assessment Slip

Query No / Year	1604-0000222677/2018	Office where deed will be registered		
Query Date	12/02/2018 7:43:03 AM	D.S.R IV SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name,	SUKANTA SANA			
Address & Other Details	7 O PST,Thana : Hare Street, Distr No. 8337053433, Status :Solicitor	ict Kolkata, WEST BENGAL, PIN - 700001, Mobile firm		
Transaction	*	Additional Transaction		
[0110] Sale, Development agreement	Agreement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 45,00,000/-]		
Set Forth value		Market Value		
Rs. 100/-		Rs. 7,59,24,000/-		
Total Stamp Duty Payable	(SD)	Total Registration Fee Payable		
Rs. 75,021/- (Article:48(g))		Rs. 45,053/- (Article:E, E, B, M(b), H)		
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp		
	_	Rs. 5,000/-		
Remarks				

## Land Details:

District: South 24-Parganas, P.S:- Sonarpur, Gram Panchayat: KALIKAPUR-I, Mouza: Kalikapore

Sch Plot No Number	Khatian Number	Land Proposed	Use I ROR	Area of Land	SetForth	Market alue (In Rs.)	Other Details
L1 RS-1602	RS-585	Bastu	Shali	200 Dec	10/-	3,36,00,000/-	Width of Approach Road: 26 Ft., Adjacent to Metal Road,
L2 RS-1603	RS-585	Bastu	Shali	17 Dec	10/-	28,56,000/-	Width of Approach Road: 26 Ft., Adjacent to Metal Road,
L3 - RS-1604	RS-585	Bastu	Shali	11 Dec	10/-	18,48,000/-	Width of Approach Road: 26 Ft., Adjacent to Metal Road,
<b>L4</b> RS-1605	RS-585	Bastu	Shali	120 Dec •	10/-	2,01,60,000/-	Width of Approach Road: 26 Ft., Adjacent to Metal Road,
L <del>5 RS-1</del> 221	RS-585	Bastu	Shali -	55 Dec	10/-		Width of Approach Road: 26 Ft.,—Adjacent to Metal Road,



	L6 RS-1222	RS-585	Bastu	Shali	2 Dec	10/-	3,12,000/-	Width of Approach Road: 26 Ft., Adjacent to Metal Road,
	L7 RS-1622	RS-1767	Bastu	Shali	14 Dec	10/-	23,52,000/-	Width of Approach Road: 26 Ft., Adjacent to Metal Road,
	L8 RS-1623	RS-1767	Bastu	Shali	15 Dec	10/-	25,20,000/-	Width of Approach Road: 26 Ft., Adjacent to Metal Road,
	L9 RS-1624	RS-1767	Bastu	Shali	11 Dec	10/-	18.48,000/-	Width of Approach Road: 26 Ft., Adjacent to Metal Road,
	L10 RS-1625	RS-1767	Bastu	Shali	11 Dec	10/-		Width of Approach Road: 26 Ft., Adjacent to Metal Road,
3		TOTAL			456Dec	100 /-	759,24,000 /-	
4	Grand	d Total :	t —		456Dec	100 /-	759,24,000 <i>I-</i>	

# Land Lord Details

SI		Status	Execution Admission Details :
1	INSTITUTE OF INTERNATIONAL TRADE 5TH FLOOR,ROOM NO.504, 6, Waterloo Street, P O:- HARE STREET, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700069	Organization	Executed by: Representative
	, PAN No.:: AAATI4516R, Status :Organization, Executed by: Representative	1	

# Developer Details

SI No		Status	Execution Admission Details:
	MARTIN BURN LIMITED MARTIN BURN HOUSE, 1, Rajendra Nath Mukherjee Road, P.O:- LALBAZAR, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal. India, PIN - /00001 , PAN No.:: AABCM9913A, Status :Organization, Executed by: Representative	Organization	Executed by: Representative

# Representative Details:

SI	Name & Address	Representative of
No 1		INSTITUTE OF INTERNATIONAL TRADE (as TRUSTEE)
	Kolkata, West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACZPA4900E	
111		

Mr MANISH FATEHPURIA (Presentant) Son of Mr KEDAR NATH FATEHPURIA62/17, Ballygunge Circular Road, P.O.-BALLYGUNGE, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019

DIRECTOR)

MARTIN BURN LIMITED (as

MARTIN BURN LIMITED (as

Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AAGPF7925F

3 Mr SUNIL FATEHPURIA

Son of Mr KEDAR NATH FATEHPURIA62/17 BALLYGUNGE CIRCULAR RD, P.O:- BALLYGUNGE, P.S:- Bullygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019

DIRECTOR)

Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AAGPF7925F

#### **Identifier Details**

#### Name & address

Mr SUKANTA SANA

Son of Late AREUN KUMAR SANA

SUKANTA PALLY, BHANTA, P.O:- SOUTH GARIA, P.S:- Baruipur, Baruipur, District:-South 24-Parganas, West Bengal, India, PIN - 743613, Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, , Identifier Of Dr DHANPATRAM AGARWAL, Mr MANISH FATEHPURIA, Mr SUNIL FATEHPURIA

#### Transfer of property for L1

SI.No From

To. with area (Name-Area)

**INSTITUTE OF** INTERNATIONAL TRADE

MARTIN BURN LIMITED-200 Dec

## Transfer of property for L10

SI.No From

To. with area (Name-Area)

**INSTITUTE OF** INTERNATIONAL TRADE

MARTIN BURN LIMITED-11 Dec

### Transfer of property for L2

SI.No From

To. with area (Name-Area)

INSTITUTE OF INTERNATIONAL

TRADE

MARTIN BURN LIMITED-17 Dec

## Transfer of property for L3

SI.No From

INSTITUTE OF **INTERNATIONAL TRADE** 

To. with area (Name-Area)

MARTIN BURN LIMITED-11 Dec

## Transfer of property for L4

SI.No From

To. with area (Name-Area)

INSTITUTE OF INTERNATIONAL

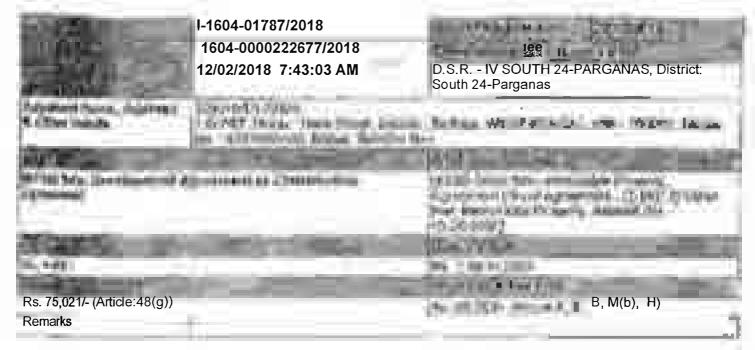
TRADE

MARTIN BURN LIMITED-120 Dec



- 8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if property under transaction situates in Municipality/Municipal Corporation/Notified Area.
- 9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concern BLLRO office.

#### Major Information of the Deed



#### Land Details:

District: South 24-Parganas, P.S.- Sonarpur, Gram Panchayat: KALIKAPUR-I, Mouza: Kalikapore

(SIAMIS)	To Tage	100	AMMERI	e 10	i es	and the second	Continue of
L1 RS-1602	RS-585	A.N.D	Shali	200 Dec	10/-	3,36,00,000/-	Width of Approach Road: 26 Ft., Adjacent to Metal Road,
L2 RS-1603	RS-585	Bastu	Shali	17 Dec	10/-	28,56,000/-	Width of Approach Road: 26 Ft., Adjacent to Metal Road,
L3 RS-1604	RS-585	Bastu	Shali	11 Dec	10/-	18,48,000/-	Width of Approach Road: 26 Ft., Adjacent to Metal Road,
L4 RS-1605	RS-585	Bastu	Shali	120 Dec	10/-	2,01,60,000/-	Width of Approach Road: 26 Ft., Adjacent to Metal Road,
L5 RS-1221	RS-585	Bastu	Shali	55 Dec	10/-	85,80,000/-	Width of Approach Road: 26 Ft., Adjacent to Metal Road,
L6 RS-1222	RS-585	Bastu	Shali	2 Dec	10/-		Width of Approach Road: 26 Ft., Adjacent to Metal Road,
L7 RS-1622	RS-1767	Bastu	Shali -	14 Dec	10/-		Width of Approach Road: 26 Ft., Adjacent to Metal Road,

	Grand	Total:			456Dec	100 <i>I</i> -	759,24,000/-	
		TOTAL			456Dec	100 /-	759,24,000 /-	
L10	RS-1625	RS-1767	Bastu	Shali	11 Dec	10/-		Width of Approach Road: 26 Ft., Adjacent to Metal Road,
L9		RS-1767	Bastu	Shali	11 Dec	10/-	18,48,000/-	Width of Approach Road: 26 Ft., Adjacent to Metal Road,
L8	RS-1623	RS-1767	Bastu	Shali	15 Dec	10/-	25,20,000/-	Width of Approach Road: 26 Ft., Adjacent to Metal Road,

#### Land Lord Details:

INSTITUTE OF INTERNATIONAL TRADE

5TH FLOOR, ROOM NO.504, 6, Waterloo Street, P.O:- HARE STREET, P.S:- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700069, PAN No.:: AAATI4516R, Status: Organization, Executed by: Representative

#### **Developer Details**

MARTIN BURN LIMITED

MARTIN BURN HOUSE, 1, Rajendra Nath Mukherjee Road, P.O:- LALBAZAR, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No.:: AABCM9913A, Status:Organization, Executed by: Representative

#### Representative Details:

nd Signature

1 Dr DHANPATRAM AGARWAL

Son of Late CHANDU LAL AGARWAL 5TH FLOOR, ROOM NO.-504, 1, Waterloo Street, P.O:- HARE STREET, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACZPA4900E Status: Representative, Representative of: INSTITUTE OF INTERNATIONAL TRADE (as TRUSTEE)

2 Mr MANISH FATEHPURIA (Presentant)

Son of Mr KEDAR NATH FATEHPURIA 62/17, Ballygunge Circular Road, P.O:- BALLYGUNGE, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AAGPF7925F Status: Representative, Representative of: MARTIN BURN LIMITED (as DIREECTOR)

3 Mr SUNIL FATEHPURIA

Son of Mr KEDAR NATH FATEHPURIA 62/17 BALLYGUNGE CIRCULAR RD, P.O.- BALLYGUNGE, P.S.-Bullygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AAGPF7925F Status: Representative, Representative of: MARTIN BURN LIMITED (as DIRECTOR)

#### **'Identifier Details:**

Mr SUKANTA SANA

Son of Late AREUN KUMAR SANA

SUKANTA PALLY, BHANTA, P.O:- SOUTH GARIA, P.S:- Baruipur, Baruipur, District:-South 24-Parganas, West Bengal, India, PIN - 743613, Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, , Identifier Of Dr DHANPATRAM AGARWAL, Mr MANISH FATEHPURIA, Mr SUNIL FATEHPURIA

62.11		Control of the last of the las		_	-	
Sl.No 1	INSTITUTE OF INTERNATIONAL TRADE	To. with area (Name-Area)  MARTIN BURN LIMITED-200 Dec				
10.5	The Thirty	1 1111	The same		ALC: N	
Sl.No 1	From INSTITUTE OF INTERNATIONAL TRADE	To. with area (Name-Area)  MARTIN BURN LIMITED-11 Dec				
	Z STRIPPET	CACAMINA PARTY NAMED IN		Par	-	
SI.No	From	To. with area (Name-Area)				-
1	INSTITUTE OF INTERNATIONAL TRADE	MARTIN BURN LIMITED-17 Dec				
See See	CALIFORNIA DE	The second second	No. of Concession, Name of Street, or other Persons, Name of Street, or ot	1000		100
SI.No	From	To. with area (Name-Area)				
1	INSTITUTE OF INTERNATIONAL TRADE	MARTIN BURN LIMITED-11 Dec				
SI.No	Erom	To. with area (Name-Area)	-	_	-	_
1	INSTITUTE OF INTERNATIONAL TRADE	MARTIN BURN LIMITED-120 Dec				
通過	THE REAL PROPERTY.				DOT:	=
SI.No 1	INSTITUTE OF INTERNATIONAL TRADE	To. with area (Name-Area)  MARTIN BURN LIMITED-55 Dec				
	26.1	The second second				
SI.No	From Institute of International Trade	To. with area (Name-Area)  MARTIN BURN LIMITED-2 Dec				
	ton Dismit the (1)		100	10.76		M.S
SI.No 1	INSTITUTE OF INTERNATIONAL TRADE	To. with area (Name-Area)  MARTIN BURN LIMITED-14 Dec				
OLVI	Carp arks	To with our Olaman				7
SI.No 1	From INSTITUTE OF INTERNATIONAL TRADE	To. with area (Name-Area)  MARTIN BURN LIMITED-15 Dec			-	
10.9	The state of the second	SCHOOL ST. SHIPPING	-	240	0.	250
(frot)	Frent	To. with area (Name-Area)			-	
ı	ALIGNO DOM!	MARTIN BURN LIMITED-11 Dec				П

#### Endorsement For Deed Number: I - 160401787 / 2018

### Cerifica Col Market Value (W PUVI., le of 2001

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 7,59,24,000/-



Pradipta Kishore Guha **DISTRICT SUB-REGISTRAR** OFFICE OF THE D.S.R. - IV SOUTH 24-**PARGANAS** 

South 24-Parganas, West Bengal

# Presentation Under Section 52 & Rule 22A 3) 46(1)

Presented for registration at 16:39 hrs on 20-02-2018, at the Private residence by Mr MANISH FATEHPURIA,

## xecution (Under Sect on 58 W.B. Registratio Les 1962). [Réprésentative]

Execution is admitted on 20-02-2018 by Dr DHANPATRAM AGARWAL, TRUSTEE, INSTITUTE OF INTERNATIONAL TRADE (Association of persons / Body of Individuals), 5TH FLOOR, ROOM NO. 504, 6, Waterloo Street, P.O:- HARE STREET, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700069

Indetified by Mr SUKANTA SANA, , , Son of Late AREUN KUMAR SANA, SUKANTA PALLY, BHANTA, P.O: SOUTH GARIA, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 743613, by caste Hindu, by profession Professionals

Execution is admitted on 20-02-2018 by Mr MANISH FATEHPURIA, DIREECTOR, MARTIN BURN LIMITED (Private Limited Company), MARTIN BURN HOUSE, 1, Rajendra Nath Mukherjee Road, P.O:- LALBAZAR, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001

Indetified by Mr SUKANTA SANA, , , Son of Late AREUN KUMAR SANA, SUKANTA PALLY, BHANTA, P.O: SOUTH GARIA, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 743613, by caste Hindu, by profession Professionals

Execution is admitted on 20-02-2018 by Mr SUNIL FATEHPURIA. DIRECTOR, MARTIN BURN LIMITED (Private Limited Company), MARTIN BURN HOUSE, 1, Raiendra Nath Mukheriee Road, P.O:- LALBAZAR, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001

Indetified by Mr SUKANTA SANA, , , Son of Late AREUN KUMAR SANA, SUKANTA PALLY, BHANTA, P.O. SOUTH GARIA, Thana: Baruipur, , City/Town: BARUIPUR, South 24-Parganas, WEST BENGAL, India, PIN - 743613, by caste Hindu, by profession Professionals

Keluly

Pradipta Kishore Guha
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24PARGANAS

South 24-Parganas, West Bengal

Certified that required Registration Fees payable for this document is Rs 45,053/- (B = Rs 45,000/-,E = Rs 21/-,H = Rs 28/-,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 45,053/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/02/2018 5:12PM with Govt. Ref. No: 192017180178447431 on 16-02-2018, Amount Rs: 45,053/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 459518343 on 16-02-2018, Head of Account 0030-03-104-001-16

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 70,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 95047, Amount: Rs.5,000/-, Date of Purchase: 16/02/2018, Vendor name: Anjushree Baneriee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/02/2018 5:12PM with Govt. Ref. No: 192017180178447431 on 16-02-2018, Amount Rs: 70,021/-, Bank: HDFC Bank (HDFC00000014), Ref. No. 459518343 on 16-02-2018, Head of Account 0030-02-103-003-02

41.1

Pradipta Kishore Guha
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24PARGANAS
South 24-Parganas, West Bengal

THE REPORT OF THE PROPERTY OF

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

- Luk.

Pradipta Kishore Guha
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24PARGANAS

South 24-Parganas, West Bengal