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

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DEVELOPMENT AGREEMENT

19 APR 2017

This **DEVELOPMENT AGREEMENT** ("Agreement") is entered into on this 18TH day of April 2017 at Kolkata

BY AND AMONG:

- (1) **SRI KAMAL MONDAL**, son of Late Gobindalal Mondal, by faith Hindu, by occupation: business, permanently residing at 52, Rahim Ostagar Road, Police Station: Lake, Kolkata: 700045, assessed to Income Tax through **Permanent Account No. BUNPM5535J** and
- (2) **SRI NIMAI MONDAL**, son of Late Pramatha Chandra Mondal, by faith Hindu, by occupation: Business, permanently residing at 52, Rahim Ostagar Road, Police Station: Lake, Kolkata: 700045, assessed to Income Tax through **Permanent Account No. AKXPM4488M**.

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hereinafter jointly referred to as the "Owners" (which term or expression shall unless excluded by or repugnant to the subject or context mean and include each one of them and each of their respective heirs, executors, legal representatives, successors and permitted assigns); of the ONE PART

12 APR 2017

9018

No.Rs. 100/- Date.....
Name: MALAY MUKHERJEE Advocate
Address: High Court, Calcutta
Vendor:

Alipur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27

Mohan Kumar Roy
✓ LITD
2085

Mohan Kumar Roy

✓ LITD
2089

Kansh Mondal

✓ LITD
2068

Nimai Mondal



Subrata Mondal
Advocate
Alipore Police Court
Kolkata - 700027

Signature.....
18 APR 2017
ADDL DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

AND

SRI MOHAN KUMAR ROY, (PAN AEQPR4761P) son of Sri Janak Roy, a Hindu businessman, by Nationality - Indian, residing at D / 621, Lake Gardens, P. S. Lake, P. O. Lake Gardens, Kolkata - 700045, carrying on a proprietorship business under the name and style of "**Bidyarthi Builders**" having its office at 599, Lake Gardens, P.S. Lake, Kolkata:700045, hereinafter referred to as the "**Developer**" (which expression shall unless repugnant to the context or meaning thereof mean and include its successor or successors in interest and permitted assigns) of the OTHER PART

"**Parties**" shall mean collectively the Owners and the Developer and "**Party**" means each of the Owners and the Developer individually.

WHEREAS:

- A. The Owners jointly own all that piece and parcel of land admeasuring more or less **06Cottah 11Chittack 20 Sq. Feet equivalent to 449.231Sq. Meter**, more fully and particularly described in the **First Schedule** hereunder written and hereinafter referred to as the "**Land**". The Owners desire to develop a residential-cum-commercial real estate project ("**Project**") over the Land.
- B. The evolution of Ownership of the Owners in the land morefully and particularly described in the **Second Schedule** hereunder written
- C. The Developer is engaged in the business of various kinds of real estate development projects.
- D. The Owners approached the Developer with the proposal of development of the Land for the purpose of the Project wherein the Owners would allow, permit and that the Developer would have all right power and authority to develop the Project at its own cost and expenses.
- E. The Owners have claimed and represented to the Developer that they are the absolute owners of the Land and are absolutely seized and possessed of and otherwise well and sufficiently entitled to the Land and to undertake the development of the Project.
- F. The Parties negotiated among themselves about the mode and manner of the development of the Project and their inter se rights and obligations and thereafter the Parties decided to enter into this

Agreement recording the following terms and conditions which will govern the development of the Project.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. Definitions and Interpretation

1.1 Definitions

In the Agreement the following terms shall have the meanings assigned to them herein below:

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

"ASSOCIATION" shall mean the association of the owners/residents of the Units to be formed in accordance with the Applicable Law;

"BUILDING(S)" shall mean one **Ground Plus Four** building(s) forming part of the Project to be constructed in a phased manner on the Land by the Developer which is including car parking and other spaces intended for enjoyment of the Building(s) or portion or Units, including Building Common Areas;

"BUILDING COMMON AREA" shall include the roof, corridors, stairways, landings, lobbies, entrances, exits/ gates, passageways, driveways, lifts, shafts/ ducts, drains, sewers, pits, machine room, store room, caretaker room, electric/ transformer/ meter or other equipment room, common toilets, other spaces, water tanks/reservoirs, pumps, motors, tube wells, pipes, plumbing, water tank, periphery walls, parapet walls, projections, foundation, columns, supports, facilities whatsoever required for the use, enjoyment, establishment, locations, maintenance and/or management of the Building(s) and/or the common facilities or any of them as the case may be BUT excluding car parking space, both covered and open;

"COMMON AREAS" shall mean collectively the Building Common Areas and Project Common Areas;

"COMMON EXPENSES" shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and for rendition of common services in common to the Purchasers and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Purchasers.

"COMMON PURPOSES" shall mean and include the purpose of managing, maintaining and up keeping the project as a whole in particular the Common Areas, facilities and amenities, rendition of common services in common to the Purchasers, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Purchasers and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas;

"COMPLETION" in respect of the Project, shall mean the completion of the planning, design, permitting, grant of Approvals, construction and development of the Project and as evidenced by the completion/ occupancy certificate issued by the appropriate Governmental Authority with respect to the Project;

"COMPLETION PERIOD" shall have the meaning assigned to it in Clause 8.1;

"ALLOCATION" shall mean **50%** (Fifty Percent) of the total saleable constructed area of the Project shall belong to the Owners exclusively and rest **50%** (Fifty Percent) of the total saleable constructed SPACE of the Project shall belong to the Developer exclusively. All taxes, duties, deposits, legal fees, maintenance/ facilities charges collected from all the intending Purchasers of the Units in the Project shall be collected exclusively by the Developer irrespective of Owners' and Developer's Allocation or such other percentage as may be modified in terms of this Agreement;

"DEVELOPMENT RIGHTS" shall refer to the entire planning, designing, development and construction, marketing, sales and transfer rights of the Project on the Land and shall, include (but not be limited to), inter alia, the right, power, entitlement, authority, sanction and permission to:

- (i) enter upon and take possession of the Land for the purpose of development and construction of the Project and to remain in

- such possession until the completion of the Project as may be permissible under this Agreement;
- (ii) retain, appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project;
 - (iii) to apply for and obtain all Sanctions and Permissions including applying for and obtaining any amendment/ modification of the Building Plan;
 - (iv) to carry out all the infrastructure and related work/ constructions for the Project, (including levelling of the Land) internal roads, lanes, water storage facilities, water mains, sewages, storm water drains, and all other common areas and facilities for the total built up area to be constructed on the Land as per the Building Plan;
 - (v) to launch the Project and make booking, take advances and, or, make sale of all the Unit(s) and to exercise full, exclusive and irrevocable right and authority for marketing, leasing, licensing or sale in respect of the built up area of the Project to be developed on the Land by way of sale, lease, license or any other manner of transfer or creation of third-party rights therein, and enter into agreements with such Purchasers, and on such marketing, leasing, licensing or sale, to receive proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of the built up area on the Land;
 - (vi) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, leasing, licensing or sale of the built up area to be constructed on the Land as envisaged herein and appear before the jurisdictional Sub Registrar towards registration of the documents;
 - (vii) manage the Land and the built up areas and facilities/ common areas constructed upon the Land and/ or to transfer/ assign such right of maintenance to the Purchaser and to retain all benefits, consideration etc. accruing from such maintenance of the Project;
 - (viii) apply for and obtain any approvals in its name or in the name of the Owners, including any permanent and temporary

connections of water, electricity, drainage and sewerage for the purpose of development and construction of the Project or for any other exploitation of the Development Rights in the Project which agreed to be completed by the Developer at their own cost and efforts; and

- (ix) generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights, as more elaborately stated in this Agreement;

"DEVELOPMENT WORK" shall mean and include carrying out of the development work of the Land by cutting the earth and filling the lands and erecting internal pucca roads and path ways and also providing all the required amenities including water, drainage/sewerage and electricity and further construction of Building(s) as per the Plan sanctioned by the concerned authorities and further making the Units transferable to Purchasers;

"EFFECTIVE DATE" shall have the meaning assigned to it in clause 3;

"ENCUMBRANCE" means any mortgage, lien, charge, non-disposal or other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third party interest or negative lien which could affect the construction and development and/or ownership of the Project;

"EXTENDED COMPLETION PERIOD" shall mean a total period of 06 (Six) months commencing on and from the date of expiry of the Completion Period;

"FINANCIAL YEAR" shall mean each 12 months period commencing on 1st April of a calendar year and ending on 31st March of the immediately succeeding calendar year;

"FORCE MAJEURE EVENTS" shall include the following having a material and significant negative lasting impact on the Project and/or execution of the Development Work and/or the relevant context in which the Force Majeure clause is intended to be invoked:

- (a) Act of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage ;

- (b) Rebellion, terrorism, revolution, insurrection, military or usurped power or civil war;
- (c) Riot, commotions or other civil disorders;
- (d) Any act, restraint or regulation of any Governmental Instrumentality including any local, State, or central government of India or any department, instrumentality or agency thereof including:
 - (i) Any act, regulation or restraint constituting a change in law;
 - (ii) Any failure by a competent authority to grant or renew any license, permit or clearance or sanction within reasonable time (other than for cause) after application having been duly made; or
 - (iii) The imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority.
- (e) Any local issues beyond the control of the Developer which may hamper the implementation of the Project;
- (f) Flood, cyclone, lightning, earthquake, drought, storm or any other effect of natural elements;
- (g) Epidemic, famine or plague;
- (h) Radioactive contamination or ionizing radiation;
- (i) Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;
- (j) Strike, lockout, non availability of materials or other labour difficulties; or
- (k) Legal proceedings or any other order, rule or notification issued by competent authorities including any action or inaction of the competent authorities effecting the development of the Project.

"LAND" or "LANDS" shall mean land measuring **06Cottah 11Chittack 20Sq. Feet equivalent to 449.231Sq. Meter** more or less more fully described in the **First Schedule** hereunder written;

"OWNERS' ALLOCATION" shall mean **50%** (Fifty Percent) of the entire saleable constructed spaces of the entire Project (viz. in the Ground, 1st, 2nd, 3rd and 4th floor) (all taxes, duties, deposits, legal fees, maintenance/ facilities charges from all the intending Purchasers of the Units in the Project shall be collected exclusively by the Developer irrespective of Owners' and Developer's Allocation) or such other percentage as may be modified in terms of this Agreement and later on the same shall be defined and recorded by the parties herein in an allocation agreement to be made between the parties herein;

"PROJECT" shall mean the development of a residential-cum-commercial real estate project over the Land as per the Building Plan;

"PROJECT COMMON AREAS" shall mean the parts and portions of the Land having common areas and facilities earmarked for common use and enjoyment for the owners/residents of the Units;

"PURCHASER" shall mean a buyer to whom a Unit(s) in the Project is agreed to be transferred and shall also include any lessee and licensee of any of the Unit(s) in the Project;

"QUARTER" shall mean each three months period in a Financial Year commencing on the months of April, July, October and January respectively;

"SALE PROCEEDS" shall mean and include all amounts, considerations and receipts, whether one time or periodical, as may be received and collected by the Developer from (a) transfer of the Unit(s) and proportional undivided interest in the Land in the Project to intending Purchasers; (b) transfer of exclusive car park areas/spaces; and (c) transfer of proportionate Common Areas and facilities; (d) leasing/ licensing/ renting of Unit(s) in the Project which are not transferred on outright sale basis in respect of the developers allocation only; **BUT** shall not include any amounts received or collected by the Developer towards:

- (i) any service tax, VAT or any other present or future taxes/cess or any other statutory or government levies or fees/charges on development, construction or sale/transfer of any Units or otherwise on the Project;
- (ii) any electricity/ water or any other utility deposits;

- (iii) any moneys collected/ received from the Purchasers for providing facilities/ utilities including electricity, water, amenities/ equipments etc.;
- (iv) any monies collected towards maintenance and/or contribution towards corpus fund, any amount received from the prospective Purchasers towards legal charges, share money, society membership fees, stamp duty, registration fee, documentation charges for transfer of Unit(s) and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the prospective purchasers;;
- (v) all fitment charges, furniture, machineries, equipment, furnishing, tools, etc. to be provided to Institutional Units;
- (vi) any grants and/or subsidies to be received for or in connection or in relation with the Development Work of the Project from the Authorities concerned under any Governmental or Statutory Schemes; and
- (vii) any payment which may be specifically stated elsewhere in the Agreement to be solely realised and appropriated by the Developer;

and accordingly any such amounts received and collected by the Developer at (i) to (vii) shall not be shared with the Owners.

"SANCTIONS & PERMISSIONS" shall mean any approvals, authorizations, permissions, no objection certificates, clearance, permit, sanctions, licenses, etc., in any form whatsoever, irrespective of its nomenclature required under any Applicable Law from any Government Authority for the Building Plan (as defined hereinafter) construction, development, ownership, management, operation, implementation and completion leasing and disposal of the Project, including any completion certificate and any occupation;

"Forfeitable Consideration" shall have the meaning assigned to it in clause 13;

"TRANSFER" with its grammatical variations shall include a transfer of possession and by any other means adopted for effecting what is understood as a transfer of Units in the Project to Purchasers thereof although the same may not amount to a transfer in law; and

"UNIT(s)" shall mean the self contained units, flats, apartments etc for residential purposes and other built up spaces to be enjoyed for

commercial purposes and shall also include car parking spaces in the Project to be constructed/ developed by Developer;

2. Interpretation

- (i) Expressions imparting masculine shall include feminine and neuter gender and vice versa;
- (ii) Words imparting plural number shall include singular number as well as vice versa;
- (iii) The paragraphs heading of the articles do not form part of this Agreement and shall not be taken into account for construction or interpretation thereof;
- (iv) A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- (v) Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- (vi) References to an "agreement" or "document" shall be construed as a reference to such agreement or document as the same may have been altered, amended, varied, supplemented or novated in writing at the relevant time in accordance with the requirements of such agreement or document and, if applicable, of this Agreement with respect to amendments;

3. Term

This Agreement shall come into effect on and from the date of its signing by the Parties ("**Effective Date**") and shall remain valid and in force till all the obligations of the Parties towards each other stand fulfilled and performed ("**Term**").

4. Grant of development rights

- 4.1 Subject to the terms and conditions contained in this Agreement, on and from the Effective Date, the Owners hereby irrevocably and exclusively grant to the Developer and the Developer hereby acquires from the Owners, all the Development Rights in respect of the Land. The Parties agree that hereafter Project shall be implemented/ constructed/ developed and the Development Work shall be carried out by the Developer as per the terms contained in this Agreement. The Owners hereby agree not to disturb, interrupt

or interfere with or commit any act or omission which would in any manner result in any detriment to the Development Rights of the Developer or delay or stoppage of the Project.

- 4.2 The Developer shall, at its own costs and expenses, carry out the development and construction of the Project. Further, subject to Clause 7.2, the Developer shall, at its own costs and expenses, obtain all Permissions for the Project including any modifications and alterations thereof except the necessary formalities for mutation.
- 4.3 The Developer shall prepare all future applications, plans, and undertakings, lay out plans, details, descriptions etc. that may be required for development and construction of the Project or for submission with any Government Authority for obtainment of any Sanctions & Permissions. All detailing, master planning, zoning, lay out, building plan and all other details and specification for development and construction of the Project shall be prepared and finalized by the Developer with due information to the Owners and subject to Clause 7.2, all requisite Permissions for the same shall be obtained by the Developer.
- 4.4 The Developer shall execute the Project strictly in accordance with the Building Plan.
- 4.5 The Owners further agree that on and from the Effective Date the Developer shall have the right to enter upon the Land directly or through its affiliates, associates, nominees, agents, architects, consultants, representatives and contractors to do all such acts and deeds required and/or necessary for, exercising the Development Rights and for the implementation and development of the Project. Provided however that, nothing herein contained shall be construed as transfer under Section 2(47)(v) of Income Tax Act, 1961.
- 4.6 The Developer shall be at liberty to incorporate an Association upon completion of the Project to look after, manage and administer such maintenance work on account of the Purchasers of the Units in the Building(s) constructed on the Land and also realise the monthly maintenance charges and incur costs and expenses for the maintenance.

5. Representations and undertakings of Owners

The Owners hereby jointly and severally represent, warrant and covenant to the Developer as follows:

- 5.1 **FAR:** The Developer shall be entitled to construct/ develop the Project by utilizing FAR that may be available for development on

the Land. The description of Land as provided in this Agreement is true and correct and not misleading in any respect;

- 5.2 **Clear & marketable title:** The Owners possess clear, marketable, unfettered, absolute and unrestricted right, title and interest on the Land and are the sole, absolute and exclusive owners of the respective portions of the Land having peaceful, legal and physical possession thereof and no other person has any right, title, interest, claim or concern of any nature therein. The Owners have made all payments to be made in terms of the sale deed/ documents under which the Land were acquired and there are no impediments, defaults, omissions or constraints whatsoever with regard to the rights, ownership, titles, estate, privileges and interests vesting in the Owners. All current and antecedent title documents have been duly registered and stamped at the correct valuation of the Land as required under Applicable Law;
- 5.3 **Compliance with Applicable Laws:** With respect to the Land, the Owners are with the sole and absolute responsibility compliance of the Applicable Law, all statute, law, land ceiling laws, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question as in effect as of the Effective Date;
- 5.4 **No litigation:** There is no pending or threatened litigation(s) including any appellate proceedings, arbitrations, suits, proceedings, disputes, lis-pendens, attachment, claims, demands, notices of acquisition or requisition, reservations, prohibitory orders, notices of any nature whatsoever concerning or relating to or involving the Land or the Owners pertaining to the Land. There are no court orders or any orders/ directions from any Governmental Authority or any other person, which may have any adverse effect on the ownership of the Land vesting with the Owners, the contemplated transaction under this Agreement or on the development and construction of the Project;
- 5.5 **No Encumbrance & Contiguous:** The Land and all parts of it are free from all kinds of Encumbrance and third party claims including any prior sale/ agreement to sell, gift, mortgage, tenancy, license, trust, exchange, lease, encroachment by or settled possession of a third party, legal flaw, claims, prior agreement to sell, loan, surety, security, lien, court injunction, litigation, stay order, notices, charges, disputes, acquisition, attachment in the decree of any

court, hypothecation, income tax or wealth tax attachment or any other registered or unregistered Encumbrance whatsoever. The Land is contiguous land and there are no impediments with regard to the development and construction of the Project on the Land;

- 5.6 **No prior sales/ launch of the Project:** The Owners hereby represent and undertake that (i) the Owners have not entered into, nor have they authorized any person to enter, any arrangement or agreement for sale/ lease/license/ allotment whether flat buyer agreement, plot buyer agreement or villa buyer agreement or any other agreement or memorandum of understanding for sale, booking of any plot, flat, apartment or any other space/ area, to be developed or constructed over the Land; and (ii) the Owners have not accepted any request for booking or allotment of sale/ lease/ license of any plot, flat, apartment or any other space/ area, to be developed or constructed over the Land;
- 5.7 **Usage of the Land:** The Owners shall obtain all necessary approvals/ permits with respect to the usage and utilization of the entire Land for the purposes of the construction and development of the Project;
- 5.8 **No Prior power of attorney:** The Owners have not issued and/ or executed any power of attorney or any other authority, oral or otherwise empowering any other person(s) to deal with the Land or any part thereof for any purpose whatsoever;
- 5.9 **No Outstanding taxes:** There is no outstanding property taxes, rates, duties, cess, levies including assessments, water charges, electricity charges, dues or any other charges, including any infrastructure charges, under any Applicable Law, required to be paid to any Governmental Authority or other Person in connection with Land. However, if at any stage any demand/notice is received in this respect the same shall be borne/settled solely by the Owners;
- 5.10 **No future impediment:** The Owners agree and covenant that after execution of this Agreement, and except in accordance with the terms hereof, they shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance in or over or in relation to the Land and/ or the constructed area or any part thereof;
- 5.11 **Due disclosures:** All information in relation to the transactions contemplated herein which would be material to the Developer for

the purposes of entering into this Agreement, and consummating the transaction contemplated herein, has been made available and disclosed to the Developer. All information contained or referred to in this Agreement which has been given to Developer, continues to be, true, complete and accurate in all respects and not misleading in any manner. Nothing has occurred (since the time such information was given) that results in any information, provided by them or on their behalf in connection with the transaction contemplated herein, becoming untrue or only partially true in any respect;

- 5.12 **Land Acquisition:** The Owners shall keep the Developer indemnified if any loss is caused due to any action etc. taken by any Governmental Authority in respect of acquisition or purchase of the Land, or any interest in it, revocation of any Development Rights, withdrawal of permission to convert land use such that it affects the transaction contemplated herein, acquisition of the Land, or any part thereof by any Governmental Authority for any purpose whatsoever, etc. In any event, the Owners shall always keep the Developer indemnified against any claim and demand against the Land.
- 5.13 The execution and delivery of this Agreement and the performance of the transaction contemplated herein has been duly authorised by all necessary actions of the Owners;
- 5.14 This Agreement constitutes a legal, valid and binding obligation on the Owners, enforceable against them in accordance with its terms; and
- 5.15 The execution, delivery and performance of this Agreement by the Owners and the part performance of the transaction contemplated hereunder shall not: (i) require the Owners to obtain any consent, Approvals or action of, or make any filing with or give any notice to, any Governmental Authority or any other person pursuant to any instrument, contract or other agreement to which it is a party or by which it is bound, other than any such consent, approvals, action or filing that has already been duly obtained or made or contemplated to be obtained under the terms of this Agreement; (ii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which they are or any one of them is a party or by which they are or each of them is bound; (iii) violate any order, judgment or decree against, or binding upon them or upon their respective securities, properties or businesses; or (iv) result in a violation or breach of or default under any Applicable Law.

Each of the representations and warranties set forth in this Clause shall be construed as a separate warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty or any other term of this Agreement or qualified by any actual or constructive knowledge on the part of the Developer or any of its agents, representatives, officers or employees.

For the avoidance of doubts, the representations, warranties and covenants mentioned above shall survive and continue to be in force and effect from the Effective Date.

6. Consideration and Constructed Space Sharing

- 6.1 In consideration of the agreement and covenant herein contained on the part of Developer to develop the Land by constructing and/or developing thereat Units at its own costs and expenses in accordance with the Building Plan and allotment of Owners' Allocation being **50% (Fifty Percent) of the total saleable constructed spaces in the proposed G+4 Building** in the manner herein mentioned and all other terms, conditions and covenants herein contained, the Owners have put the Developer, subject to and in terms hereof, in vacant and peaceful possession of the Land on and from the Effective Date for its development. The parties herein also agreed to enter into any future allocation agreement for specific demarcation and identification of the **Owners' Allocation** and **Developer's Allocation** distinctly. It is also agreed by the Developer that Owners shall be allotted at least two shop rooms in the said new building as a part of the Owner's Allocation. **IN ADDITION** to the Owner's Allocation the Developer also agreed to pay/ deposit with the Owners a non-refundable/ forfeitable consideration.
- 6.2 Special Allocation to the Developer, apart from as per Clause:13 below. the 50% of the total constructed space in the project, the Owners hereby agreed to provide a space admeasuring 300Sq. Feet on the back side of the ground floor of the building from the Owners allocation to the developer.
- 6.3 In consideration of Owners handing over to the Developer the possession of the Land on and from the Effective Date for development thereof as stated above and allotment of Developer's Allocation being **50% (Fifty Percent) of the total constructed spaces in the proposed G+4 building** in the manner hereinafter mentioned and of all other terms, conditions and covenants herein contained, including the assurance of handing over of possession of the Additional Land to the Developer, the Developer shall at its own costs and expenses undertake and carry out the Project including

construction of Building(s), on the basis of the maximum FAR sanctioned by the municipal authorities, development authorities and/or local bodies. The Developer shall prepare the Building Plan in a manner that the maximum allowable FAR as per the Building Plan and/or building laws are sanctioned by the authorities concerned.

- 6.4 In consideration of the grant of the Development Rights by the Owners to the Developer under the terms of this Agreement, the Owners and the Developer agree that out of the total constructed spaces in the project the developer shall hand over Owners' Allocation and the Developer shall be entitled to the Developer's Allocation as defined hereinbefore.

If under the Applicable Law the Developer is required to pay or withhold any taxes (including service tax or VAT or GST, as the case may be) on the Owners' Allocation at the time of their payment then the Developer shall pay the Owners' Allocation after deducting from such Owners' Allocation any such taxes to be paid or withheld.

7. Sanctions & Permissions

- 7.1 Subject to Clause 7.2 below, all costs, charges, expenses and outgoings for obtaining the permission for the Building Plan and other approvals for construction, erection and completion of the Project consisting of Building(s) and other saleable and usable spaces with amenities and facilities as specified herein shall be borne and paid by Developer without any claim for cost escalation.
- 7.2 The Developer shall at their costs and efforts from the Effective Date:
- 7.2.1 apply for mutation of the Land, apply for mutation within 45 days from the execution hereof;
 - 7.2.2 Shall pay and deposit all outstanding taxes within 15 days from the date of demand issued by the Kolkata Municipal Corporation .
- 7.3 Subject to the obligations provided in Clause 7.2 being fulfilled by the Owners, it shall be the responsibility of the Developer to get the detailed individual Building Plans prepared and submit the same to the local and/or municipal authorities, as the case may be, and to pursue and follow up their sanctions. All expenses and charges incurred in respect thereof including preparation, submission and sanction of the plan, shall be borne and paid by Developer.

8. Developer's obligations/Covenants

- 8.1 The Developer agrees to complete the Project within a period of 02 (Two) years from the execution hereof, subject to Force Majeure Events and any delays that cannot be made up and that have lasting impacts on the final finish time owing to defaults of the Owners ("**Completion Period**"). In case the Project is not completed within the Completion Period then the Completion Period shall stand automatically extended for another six months on and from the date of expiry of the Completion Period ("**Extended Completion Period**"). Any extension after the aforementioned period shall be mutually decided between the Parties.
- 8.2 The Developer shall be responsible to arrange all necessary finances and/or funds and/or moneys and also undertake all interests, charges, costs and expenses as may from time to time be necessary or required for the Project and in this regard the Owners shall not be liable or responsible.
- 8.3 The Project shall be made complete in all respects including providing all required Common Areas and essential services including drainage/sewerage, water, electricity and the landscaping and electrification of such Common Areas as may be required for beneficial use of the Units.
- 8.4 The Developer shall be responsible for applying and obtaining electricity, water, sewerage and drainage connection at the Land and/or Buildings(s) and/or Units as may from time to time be required.
- 8.5 On and from the Effective Date the Developer shall be in charge of the Land and further bear and pay all costs and expenses on account of security and safety of the same.
- 8.6 The Developer shall not violate or contravene any of the provisions or rules applicable for construction of the Building(s) and development of the Land.
- 8.7 The Developer shall comply with the provisions of all statutes, rules and regulations as are applicable in connection with the development of the Project.
- 8.8 The Developer shall not initiate any proceedings/litigation against third parties in the Court in exercise of the authority given to Developer under these presents without intimation to the Owners.
- 8.9 The Developer shall be at liberty for insurance of the Project against all risks at its own costs until the completion of the Project and in

the event of any loss/accident only the Developer shall be entitled for receiving the compensation/claim thereof from the said insurance policy and the amount so received shall be exclusively utilized for development/ construction of the said Project.

9. Construction

- 9.1 The entire Project on the Land may be constructed /developed / completed by the Developer in phases on the sole discretion and option of the Developer considering the then marketing strategy and economy of the locale. However, the Owners consented for the same for the confidence of the Developer.
- 9.2 Developer shall at its own cost and expenses and without creating any financial or other liability on the Owners, develop the Land and construct the Building(s) in accordance with the Building Plans, specifications and elevations sanctioned by the local, Municipal and Development authority subject to any amendment, modification or variation to the said Building Plans and specifications which may be agreed between the Owners and Developer subject to the approval of the appropriate authorities, if required.
- 9.3 The Project as a whole and the Building(s) shall be constructed under the supervision and guidance of the Architect & Engineers and the decision of the Architect and Engineers as to the cost, quality of the materials and specifications to be used for construction of the Building(s) shall be final, binding and conclusive on the Parties.
- 9.4 Owners shall have the full liberty to enter the Land at any time and inspect and/or cause to be inspected the material and/or the construction at the Land upon prior intimation to the Developer and after fulfilling all safety norms. However, Owners' shall share their views only with the officers designated by the Developer for the purpose.
- 9.5 The Developer shall cause construction by use of standard quality building materials specifications as may be recommended by the Architects & Engineers of the Project keeping in mind the conditions that may be imposed by various sanctioning and approving authorities and agencies. Developer shall furnish the certificate of the Architects & Engineers as to the quality of material and construction being carried out in terms of this Agreement to the Owners on a yearly basis only for the specific issues raised by the Owners. The Details of specifications are mentioned in the **THIRD SCHEDULE** hereunder written
- 9.6 The Developer would cause the development of the Land by cutting the earth and filling the lands, construction of Building(s) as per the

Building Plan sanctioned by the concerned authorities and further making the Unit(s) transferable to Purchasers.

- 9.7 The Developer would cause erection of roads, pathways, driveways and lanes as may be required for free ingress and egress to and from the Land and Building(s) to be constructed at the Land. The Developer shall cause the required common parts and essential services including water, drainage/sewerage, electricity and telephone connections and electrification of roads, pathways, driveways and lanes.
- 9.8 All costs, charges and expenses incidental to the construction of the Project including cost of materials, Architect & Engineer's fees shall be borne, paid and discharged by Developer and Developer hereby agrees to indemnify and keep indemnified the Owners from and against all suits, proceedings, actions, claims and/or demands, costs, expenses and loss whatsoever relating to or in respect of the same. In case the Developer wishes to continue with the services of the professionals hired by the Owners in the past, all pending bills of such professionals shall be paid by the Developer. However, the Developer shall be at liberty to hire or not to hire such professionals working on the project since past.
- 9.9 In case of any defect in construction of the Project or part thereof at the Land whether detected while the work is in progress or within one year after Completion, Developer shall take immediate steps to rectify the defect either on its own or upon receipt of any notice from the Owners and/or the Purchasers to rectify such defects and all costs, charges and expenses in that regard shall be borne and paid by Developer. Upon such rectification the Developer shall furnish a certificate of the Architect confirming removal of defect.
- 9.10 The Owners and the Developer mutually agree and covenant that any additional FAR granted by the authorities concerned for the Project anytime before or after Completion of the Project shall vest in the Owners and the Developer in proportion to their respective allocation/share therein as applicable on the date such additional FAR is granted and the terms of this agreement shall generally apply to such additional FAR too. Similarly, all residual rights and benefits not expressly covered herein as and when they arise shall also be shared by the Owners and the Developer in proportion to their respective allocation as may be applicable.
- 9.11 The Owners unconditionally authorises the Developer for any vertical and horizontal expansion/ modification of the proposed new building beyond G+4. In the event the Developer construct any additional floor beyond G+4, then such saleable constructed areas

in such additional floor shall be distributed between the Owners and the Developer at the rate of 30:70 and in such event Owners shall get only 30% of the saleable constructed areas in the Additional floor instead of 50% which the Owners agreed without any demur whatsoever.

10. Marketing and transfer of Units

- 10.1 The Developer shall be at liberty to arrange for and incur costs of marketing or any other media publicity for the Project for sale of the Developers' Allocation. However, all taxes incurred for transfer of units within Owners Allocation, the Owners shall be sole responsible for collection and payment of applicable taxes to the Developer without any demur failing which the Developer shall be at liberty to deduct such tax from forfeitable consideration payable to the owners.
- 10.2 The Developer shall arrange brokers for the Developers Allocation and discharge his obligation without foisting any liability towards the owners in any manner.
- 10.3 Subject to other terms and conditions mentioned herein the Owners and the Developer shall be exclusively entitled to and shall have exclusive right to transfer or otherwise deal with or dispose of the Unit(s) in the Project in such manner and on such terms and conditions as they may deem fit and proper. The parties shall not in any way interfere with or disturb the quiet and peaceful possession and enjoyment of the respective allocation made hereunder, subject however, to what is provided in the Agreement.
- 10.4 The Owners hereby agree, undertake and acknowledge that the Developer shall be entitled to enter into any arrangement or agreement for sale/lease/ license / allotment whether Unit buyer agreement, flat buyer agreement or villa buyer agreement or any other agreement or memorandum of understanding for sale, booking of any Unit, plot, flat, apartment or any other space/ area in their respective shares, to be developed or constructed over the Land; and to accept or receive any request for booking or allotment of sale/ lease/ license of any flat, apartment, unit or any other space/ area, to be developed or constructed over the Land.
- 10.5 The Owners shall transfer the right title and interest of the Owners in the Land in favour of the intending Purchasers and the Developer shall transfer the right title and interest of the Developer in the Building(s) in favour of the Intending Purchasers.
- 10.6 The Owners and the Developer shall be parties in all Deeds of Conveyance/Transfer in respect of the transfer of the Units to the

intending Purchasers and both of them shall transfer/ surrender their respective right title or interest therein in favour of such party. Notwithstanding the above, the Deeds of Conveyance/Transfer may be executed and registered by the Developer for itself as also for and on behalf of all the Owners on the basis of the Power(s) of Attorney.

- 10.7 In case all or some of the Units remain unsold even on the date of Completion of the Project, the Parties agree to take such course of action as may be mutually agreed keeping in mind the interests of both the Parties.

11. Owners' Obligations/Covenants

- 11.1 The Owners shall render their best cooperation and assistance to the Developer in development of Land as also in obtaining the water, sewerage/drainage, electricity and telephone and other allied essential services at the Land and/or Building(s) and/or Units. The Owners shall always cooperate with the Developer and shall render all assistance as requested by the Developer for obtaining the Sanctions & Permissions
- 11.2 On and with effect from the Effective Date as also during the carrying out of the development of the Land and till the Completion of the Project, the Developers shall provide adequate security at the Land and/or Building(s) and/or Unit(s) and shall bear all the costs and expenses for providing such security. The Owners however shall help in peacefully maintaining and managing the local situation.
- 11.3 The Owners shall sign execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be required by the Developer for carrying out the Project and/or obtaining the telephone, electricity, water, drainage/sewerage and other essential services at the Land and/or Building(s) and/or Units.
- 11.4 The Owners shall neither themselves nor through anyone else do or commit any act, deed or thing, which may in any manner cause obstruction and/or interference in carrying out and completing the Project.
- 11.5 The Owners shall grant on the Effective Date simultaneously with the execution of this Agreement, a Power of Attorney in favour of the Developer and/or nominee/s authorizing and/or empowering it/him/them to exercise Development Rights, to carry out Development Work, to appear and represent the Owners before all the Government authorities and/or departments as also to obtain, subject to Clause 7.2, all necessary Sanctions & Permissions,

clearances from the concerned authorities and/or departments and further obtaining the telephone, electricity and other connections at the Land and/or Building(s) and/or Units and to do all acts deeds matters and things for carrying out and completing the Project and further sign execute and register all agreements, contracts, deeds and documents for sale or otherwise disposal of the Units(s) and such other deeds matters and things.

- 11.6 The Owners shall, at their own costs and expenses, settle all disputes, claims, demands, suits, complaints, litigation, etc. in relation to the right, title and interest of the Owners over the Land and the authority to grant Development Rights to the Developer or any permission granted by any competent authority based there upon, which may be raised, filed or created during the subsistence of this Agreement by any person, occupants, tenants or society etc. to ensure that the development and construction of the Project on the Land by the Developer shall not be interrupted, obstructed, hampered or delayed in any manner by such disputes, claims, demands, suits, complaints, litigation, etc. Further, the Owners agree and acknowledge that in the event the Developer incurs any reasonable costs, expenses, damages etc. to rectify or remedy the title of the Land, it shall be entitled to deduct such incurred amounts from the Owners Allocation.
- 11.7 Notwithstanding anything contained herein, the Owners shall not (i) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any third party for the sale/ transfer or disposal of the Land or any rights or entitlements, including any Development Rights in the Land, in any manner whatsoever; (ii) enter into any arrangement or agreement of any nature whatsoever for sale/ transfer or disposal of the Land (or any rights or entitlements, including any development Rights in the Land), in any manner whatsoever with any other person; (iii) negotiate or discuss with any third party the financing, transfer, mortgage of the Project Land (or any rights or entitlements, including any development Rights in the Land); and (iv) disclose any information pertaining to this Agreement or Land to any other person.
- 11.8 The Owners agree that no other person, acting under or through them, does, any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the Development Rights by the Developer; or (ii) whereby the grant or assignment of the Development Rights or the rights of the Developer in respect of the Land are prejudicially affected. In the performance of their duties and the exercise of its rights, powers and authorities under this Agreement, the Owners shall act in the best interests of the Project and shall not, in any manner

whatsoever do any act, deed or thing that is detrimental to or against the interests of the Developer.

- 11.9 The Owners undertake to notify the Developer in writing, promptly, if they become aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by of them herein, to become untrue or inaccurate or misleading, at any point of time.
- 11.10 The Owners shall apply and obtain all the Sanctions & Permissions specified in Clause 7.2 above at their costs and expenses.

12. Mortgage

- 12.1 The Owners hereby agree, undertake and acknowledge that the Developer shall be entitled to create, of its own and without any further action, consent or recourse to the Owners, mortgage or charge or encumbrances over its respective Developer's Allocation and the share of Land attributing thereon for the purposes of obtaining lending/ financing/ guarantees for development and construction of the Project or for any payment of license fees/charges or any other statutory or government levies for development/ construction on the Land or for any customer financing for the Purchasers of the Unit(s) in the Project or for anything pertaining to development/construction of the Project. The Developer is hereby authorised by the Owners to execute and register all documents/ agreements/ letters/ undertakings that may be required by the Developer for any such lending/ financing or mortgages/charges/encumbrance including giving any undertaking and/or no objection for and on behalf of the Owners and submitting the original title deeds with respect to the Land with the lenders for that purpose.
- 12.2 To enable the Developer to raise finance exclusively for development of Land and construction of Project, the Owners hereby permit and allow the Developer to deposit the original title deeds of the Land by creating mortgage as a security for such loan and advance with Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs) and/or any other financial entity.
- 12.3 The Developer shall be entitled to obtain loans and/or advances from the Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs) as may from time to time be required for carrying out and completing the Project against security of such deposit of original title deeds by

creating mortgage of the Land on such terms and conditions as the Developer shall think proper.

- 12.4 The Developer shall be responsible to repay the loans and advances as it would from time to time obtain from Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs) and all interest thereon and charges related thereto and the Owners shall not be liable or responsible for the same in any manner.
- 12.5 The Developer shall keep the Owners as also the said Land absolutely indemnified and harmless against repayment of the loans and advances including interest of the Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs).
- 12.6 The Owners hereby authorise the Developer to furnish for and on their behalf to the lenders of the intending Purchasers No Objection Certificates for creation of mortgage over their respective Unit(s) and the proportionate interests in the Land from time to time as a collateral security.
- 12.7 Simultaneously with the execution of this Agreement, the Owners shall handover the original title deeds in respect of the Land to the custody of the Developer.
- 12.8 Notwithstanding above, the Owners shall furnish their personal guarantees in favour of the lenders as and when asked for by the Developer and the Owners shall not be entitled to claim any commission or fees or charges in consideration of the same from the Developer.

13. Forfeitable Consideration

- 13.1 In consideration of Owners allowing and permitting the Developer to develop the Land, the Developer has agreed to keep with the Owners as and by way of a non-refundable / forfeitable Consideration being a sum of **Rs.65,00,000/- (Rupees Sixty Five Lac only)** ("Forfeitable Consideration"). The Forfeitable Consideration would be paid to the Owners or to any nominees of the Owners by the Developer in the following instalments:

Sl	Particulars of Instalments	Amount
1	1 st Instalment payable on or before execution of the Development Agreement.	Rs.33,00,000/-
2	2 nd Instalment payable after sanction of the building plan by the KMC.	Rs.6,00,000/-
3	3 rd Instalment payable by after 1 st Floor	Rs.6,00,000/-

	casting	
4	4 th Instalment payable after 2 nd Floor casting	Rs.6,00,000/-
5	5 th Instalment payable after 3 rd Floor casting	Rs.6,00,000/-
6	6 th Instalment after 4 th Floor casting	Rs.8,00,000/-
	Total	Rs.65,00,000/-

14. Rates Taxes and Outgoings

- 14.1 All taxes, duties, cess, levies etc. levied by or payable to any Government Authority or any municipal or other authority relating to the project Land shall be the liability of the Developer and all Service Tax /GST and all other taxes, and impositions incurred for transfer of Owner's Allocation shall be discharged by the Owners solely.

15. Miscellaneous

- 15.1 None of the Parties hereto shall do or cause to be done any act, deed or thing whereby the progress of development of Land and construction of the Project shall in any way be hindered or affected and if any of the Parties shall do or cause to be done any such act, deed or thing, then the Party doing so shall be liable to forthwith remove such hindrance or difficulty or obstructions or shall be liable to compensate the other Party for all losses and damages suffered by such other Party.
- 15.2 This Agreement authorises Developer to develop the Land and to get permissions necessary for construction of Project and to get the plan sanctioned and to enter into an agreement for sale and/or transfer in respect of the Unit(s) and further empowers the Developer with all right, power and authority to execute and register the Deed of Conveyance for the Unit(s) and the proportionate undivided interests in the Land in favour of the Purchasers of the Unit(s). The Owners, as and when called upon by the Developer, shall join and execute all such Deeds of Conveyance as the confirming party or in such capacity as may be appropriate in the context.
- 15.3 Developer shall not employ any child labour for carrying out the construction work at the Property nor shall it carry out any unlawful and/or criminal activity at the Lands and/or in connection with the Project.
- 15.4 If and to the extent that any Party is hindered or prevented by a Force Majeure Event from performing any of its obligations under this Agreement, the obligations of the Party so affected ("**Affected Party**") shall remain suspended during the period the Affected Party is so prevented or hindered from complying with its obligations. In such event, the Affected Party shall give written notice of

suspension as soon as reasonably possible but not later than 60 days from the date of the occurrence, to the other Party stating the date and extent of such suspension and the cause and likely duration thereof. The Affected Party shall take all reasonable steps to ameliorate or remedy the position and shall communicate the same to the other Parties. The Affected Party shall resume full performance of its obligations when such Force Majeure event ceases to exist. None of the Parties shall be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by reason of Force Majeure Events. It is hereby clarified that unless otherwise agreed by the Parties, this Agreement cannot be terminable by either Party due to occurrence and continuance of any Force Majeure event.

- 15.5 The Developer shall constitute, organize and/or otherwise form or cause to be formed an Association to takeover the maintenance of Project after its development. All costs, charges and expenses in constitution, formation, organization, management and operation of such Association shall be borne by the respective Purchasers of the Unit(s) in the Project in such proportion to be decided and determined by the Developer. The Purchasers of the Unit(s) in the Project may become members and/or shareholders of the said Association as and when constituted. Until the formation of the Association, the Developer and/or the Purchasers of the Unit(s) in the Project shall pay, bear and discharge all Common Expenses on account of maintenance and preservation of the Building(s) including the Land proportionately. The Developer shall make such arrangements and frame such rules and regulations for rendering of common services and maintenance of the Project to be constructed at the Land.
- 15.6 The Project shall always be known by such name which may be decided upon by the Developer.
- 15.7 All deeds, papers and documents to be executed between the Parties hereto and/or by the Parties hereto in favour of the Purchasers of the Unit(s) shall be prepared by Developer's Advocates.
- 15.8 Notwithstanding the Owners irrevocably appointing the Developer as their Constituted Attorney, the Owners shall be bound and liable to execute and register the Deed of Conveyance transferring undivided proportionate share of land comprised in the Land in favour of the Purchasers of the Unit(s) as and when called upon by the Developer.

15.9 Only the courts at South 24 Parganas shall have the jurisdiction to try the disputes touching or concerning this Agreement.

15.10 In case upon the sanction of the Building Plan for development and construction of the Project in phased manner any additional area and/or FAR becomes available in view of any amendment of any rules and regulations or even otherwise, in that event, the Developer shall obtain a sanction of the Building Plan for such additional area and that both the Owners and the Developer shall be entitled to the same in proportion of their respective allocations and in the same percentage as agreed herein and as may be applicable at the relevant point in time.

15.11 The Parties to this Agreement have negotiated in good faith. It is the intent and agreement of the Parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement. The Parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement.

15.12 The Parties agree that in the event of any breach of the provisions of this Agreement, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under this Agreement or at law or in equity, including without limitation a right for damages.

15.13 Each Party ("**Indemnifying Party**") shall indemnify and agrees to defend and to keep the other ("**Indemnified Party**") indemnified including its successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature by reason of:

- i. the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party;

- ii. acts of negligence or intentional misconduct by the Indemnifying Party;
- iii. breach of the provisions of this Agreement by the Indemnifying Party;
- iv. any representation and warranty, express or implied, by the Indemnifying Party found to be misleading or untrue; and
- v. failure by the Indemnifying Party to fulfil its obligations under any applicable law.

15.14 Any amendment or modification of the terms herein recorded shall be in writing by mutual consent of the Parties.

15.15 Any notices to be given by any Party to the other whether hereunder or otherwise shall be in English and be given in writing and signed by the Party giving it. Such notice shall be served by sending by fax to the number set forth below or delivering by hand, Speed Post and/or courier to the address recorded herein before (or such other address as may be notified by the Parties to each other from time to time) in respect of each Party.

15.16 This Agreement shall have overriding effect on all earlier agreements, contracts and understandings, if any, made between the Parties or between and among the Owners themselves or with any other person or entity.

15.17 The Parties acknowledges on signing of this Agreement that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by either of the Parties hereto, other than what are specifically set forth herein.

15.18 This Agreement is irrevocable by the parties herein.

Provided that the Developer may terminate this Agreement in case (i) the authorities concerned refuse to provide the permission for conversion of the use of the Land for the Project and/or permission under the Urban Land (Ceiling & Regulation) Act, 1976 is refused; or (ii) any query, question or doubt is raised by the Developer and the Owners fail to prove beyond doubt their marketable title over the Land or the performance of the Agreement becomes unviable due to any change in law or due to refusal of any necessary statutory permission or imposition of any onerous condition by any statutory authority and in case of such termination the Owners shall forthwith refund the Forfeitable Consideration as provided in Clause

13 with interest to be calculated @ 12 % and the Developer shall not vacate the Land and/or Land until such refund is made.

- 15.19 All stamp duty, registration fees and other miscellaneous costs and expenses required to be paid or incurred on account and in respect to the Project shall be borne and paid by the Developer and/or its nominee and/or Purchasers.

16. Dispute resolution and Arbitration

- 16.1 The Parties shall attempt in good faith to resolve any dispute, difference, conflict or claim arising out of or in relation to the Agreement through negotiations. If the dispute has not been settled through negotiation within fourteen (14) days from the date on which either Party has served written notice on the other of the dispute ("**Dispute Notice**") then the following provisions shall apply.
- 16.2 In the event of a dispute arising out of or in connection with the Agreement not being resolved in accordance with the above provisions, either Party shall be entitled to, by notice in writing ("**Arbitration Notice**") to the other Party, refer such dispute for final resolution by binding arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory enactment or modification there under and such arbitration shall be referred to the arbitration of Mr. Malay Mukherjee, Advocate of 16, Motijheel Avenue, Kolkata:700074 or any other person nominate by him. The venue of such arbitration shall be at Kolkata and the arbitration shall be conducted in English language. The award of the arbitrators shall be binding on the Parties.
- 16.3 The Parties hereby agree that until the award is given none of the Parties shall do any act, deed or thing whereby the construction/development of the said Project and/or Building(s) is in any way stopped or prevented provided the dispute is not relating to the quality of the material being used and/or relating to violation of the statutory provisions and/or deviation from the sanctioned plan.

17. Variation

No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.

18. No Assignment

This Agreement shall not be assigned by the Parties except with the prior written consent of the other party. Provided that no such permission will be required in case the Agreement is assigned by

the Developer in favour of any of its Group companies / organisations/ associates.

18. Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.

19. Severability

If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

THE FIRST SCHEDULE
[Land]

ALL THAT a piece and parcel of "Homestead" land containing by estimation an area of **06Cottah 11Chittack 20 Sq.Feet (equivalent to 449.231 Sq.Metre)** together with 400 Sq. Ft. asbestos /corrugated tin shed dwelling hut, lying and situated in Mouza: Gobindapur, J. L. No. 38, Touzi No.230 and 234, R.S. No.09, appertaining to Revisional Settlement Dag No.154 comprised in Revisional Settlement Khatian No.139, Police Station: Lake (FormerlyTollygunge), now lying and situated within the Ward No.93 of the Kolkata Municipal Corporation, now being part of the Municipal Premises No.52, Rahim Ostagar Road, Post Office: Lake Gardens(700045), within the jurisdiction of ADSR-Alipore in the district of South 24 Parganas, butted and bounded as follows:

On the North:	By Part of LOT-B and LOT-C;
On the South:	By Rahim Ostagar Road;
On the East:	By 4'-0" wide common passage;
On the West:	By 10'-0" wide common passage.

THE SECOND SCHEDULE
[Evolution of Ownership]

- A. One Amulya Chandra Mondal, son of Late Ram Chandra Mondal, since deceased was the sole and absolute owner and sufficiently entitled to ALL THAT piece and parcel of land contains by estimation an area of 45Decimal, in local measurement said area is equivalent

- to 27Cottah 03Chittack 27Sq.Feet lying and situated in Mouza: Gobindapur, J. L. No. 38, Touzi No.230 and 234, R.S. No.09, appertaining to Revisional Settlement Dag No.154 comprised in Revisional Settlement Khatian No.139, Police Station: Tollygunge, within the jurisdiction of ADSR-Alipore in the district of South 24 Parganas.
- B. During Revisional Settlement name of said Amulya Chandra Mondal was duly recorded in R.S. Khatian No. 139 for Gobindapur Mouza by the then land reforms authority.
- C. Said Amulya Chandra Mondal during his life time transferred and settled some pieces and parcels of land from the said mother premises to others and kept and maintained a piece and parcel of "Homestead" land containing by estimation an area of area is equivalent to 13Cottah 04Chittack 13Sq.Feet lying and situated in Mouza: Gobindapur, J. L. No. 38, Touzi No.230 and 234, R.S. No.09, appertaining to Revisional Settlement Dag No.154 comprised in Revisional Settlement Khatian No.139, Police Station: Lake (FormerlyTollygunge), now lying and situated within the Ward No.93 of the Kolkata Municipal Corporation, now being known, numbered and distinguished as Municipal Premises No.52, Rahim Ostagar Road, within the jurisdiction of ADSR-Alipore in the district of South 24 Parganas, hereinafter referred to as the **SAID LAND**.
- D. Said Amulya Chaandra Mondal was a Hindu governed died intestate on **16-09-1951** leaving behind him the following heirs as his sole heirs and successors who eventually inherited their respective shares in the said Land :

Sl	Successors	Relation	Share inherited
1.	Gobindalal Mondal	Son	$\frac{1}{3}$
2.	Pramatha Nath Mondal	Son	$\frac{1}{3}$
3.	Sandhya Mondal	Granddaughter (Daughter of predeceased son Debendra Mondal)	$\frac{1}{6}$
4.	Chhaya Mandal	Granddaughter (Daughter of predeceased son Debendra Mondal)	$\frac{1}{6}$
* Kanchan Mondal widow of the predeceased son Debendra Mondal who died earlier			

- E. Said Gobindlal Mondal died intestate on **06-11-1974** leaving behind him the following heirs as his sole heirs and successors who eventually inherited undivided $\frac{1}{3}$ (**one-third**) share in the said Land as per their respective share of interest defined under the Hindu Succession Act, 1956:

SI	Successors	Relation	Share inherited
1.	Kamal Mondal	Son	$\frac{1}{9}$
2.	Nisha Naskar	Married Daughter	$\frac{1}{9}$
3.	Manju Mandal	Daughter-in-law (Widow of predeceased son Bimal Mondal)	$\frac{1}{18}$
4.	Malay Mandal	Grandson (Son of predeceased son Bimal Mondal)	$\frac{1}{18}$
* Wife Urmila Mondal predeceased him.			
* Predeceased son Samar Mondal died intestate unmarried.			

- F. Said Pramatha Nath Mondal died intestate on **02-02-1988** leaving behind him the following heirs as his sole heirs and successors who eventually inherited undivided $\frac{1}{3}$ (**one-third**) share in the said Land as per their respective share of interest defined under the Hindu Succession Act, 1956:

SI	Successors	Relation	Share inherited
1.	Nimai Mondal	Son	$\frac{1}{24}$
2.	Kanai Mondal	Son	$\frac{1}{24}$
3.	Balai Mondal	Son	$\frac{1}{24}$
4.	Bablu Mondal	Son	$\frac{1}{24}$
5.	Sujata Sarkar	Married Daughter	$\frac{1}{24}$
6.	Kalyani Talukdar	Married Daughter	$\frac{1}{24}$
7.	Sephali Rakhit	Married Daughter	$\frac{1}{24}$
8.	Prova Mondal	Widow	$\frac{1}{24}$

- G. Said Sandhya Mondal died intestate on **01-04-2015** leaving behind her the following heirs as his sole heirs and successors who eventually inherited undivided $\frac{1}{6}$ (**one-sixth**) share in the said Land as per their respective share of interest defined under the Hindu Succession Act, 1956:

SI	Successors	Relation	Share inherited
1.	Protima Mukherjee	Married Daughter	$\frac{1}{18}$

2.	Ashoke Mondal	Son	$\frac{1}{18}$
3.	Asit Mondal	Son	$\frac{1}{18}$
* One spinster daughter Sushma Mondal predeceased her on 01-03-2009.			

- H. Said Kanai Mondal died intestate on **12-01-2016** leaving behind him the following heirs as his sole heirs and successors who eventually inherited undivided $\frac{1}{24}$ (**one in twenty-four**) share in the said Land as per their respective share of interest defined under the Hindu Succession Act, 1956:

SI	Successors	Relation	Share inherited
1.	Ganga Mondal	Widow	$\frac{1}{72}$
2.	Monojit Mondal	Son	$\frac{1}{72}$
3.	Sanjib Mondal	Son	$\frac{1}{72}$

- I. Hence the parties herein are entitled to their undivided shares as follows in respect of the said land and mutually agreed to divide the same into three parts according to the respective exclusive possession of the parties in the said land.

SI	Successors	Party of the	Share inherited
1	Kamal Mondal	First Part	$\frac{1}{9}$
2	Nimai Mondal	First Part	$\frac{1}{21}$
Total Share of interest held by First Part			$\frac{10}{63}$
3	Chhaya Mondal	Second Part	$\frac{1}{6}$
4	Ashoke Mondal	Second Part	$\frac{1}{18}$
5	Asit Mondal	Second Part	$\frac{1}{18}$
6	Nisha Naskar	Second Part	$\frac{1}{9}$
7	Manju Mandal	Second Part	$\frac{1}{18}$
8	Malay Mandal	Second Part	$\frac{1}{18}$
Total Share of interest held by Second Part			$\frac{1}{2}$
9	Prova Mondal	Third Part	$\frac{1}{24}$
10	Balai Mondal	Third Part	$\frac{1}{24}$
11	Bablu Mondal	Third Part	$\frac{1}{24}$
12	Sujata Sarkar	Third Part	$\frac{1}{24}$
13	Kalyani Talukdar	Third Part	$\frac{1}{24}$
14	Sephali Rakhit	Third Part	$\frac{1}{24}$
15	Ganga Mondal	Third Part	$\frac{1}{72}$
16	Monojit Mondal	Third Part	$\frac{1}{72}$
17	Sanjib Mondal	Third Part	$\frac{1}{72}$
18	Protima Mukherjee	Third Part	$\frac{1}{18}$
Total Share of interest held by Third Part			$\frac{43}{126}$

- J. The Parties of the First Part therein, herein described as the Owners are jointly entitled to an undivided $\frac{10}{63}$ share of interest in the said Land morefully mentioned in the FIRST SCHEDULE hereunder written.
- K. By and under a deed of partition dated 18-04-2017 registered with the office of the ADSR, Alipore, South 24 Parganas in Book No. I, CD Volume No. _____, Pages _____ to _____, being no. 1605/02067 for the year 2017, the Owners herein, therein jointly described as the Prties of the Third Part jointly allotted ALL THAT piece and parcel of Land containing by estimation an area of **06Cottah 11Chittack 20 Sq.Feet (equivalent to 449.231 Sq.Metre)**, lying situated and being part of the Municipal Premises No. 52, Rahim Ostagar Road, Police Station: Lake, in the District of South 24 Parganas absolutely and free from all encumbrances and the said land therein mentioned and described in the **LOT-A of the Second Schedule** therein and morefully mentioned in the **FIRST SCHEDULE** hereunder written and described as the **"SAID PREMISES"** and the Parties of the First and Second Part accepted the allotment in the joint estate all questioned as to accounts and mutual dealings having been waived by the all other coowners absolutely and forever and the owelty monies reserved under the aforesaid partition deed has been duly paid and accordingly discharged.
- L. Said Deed of partition dated 18-04-2017 was duly acted upon by all the parties therein and the properties allcated therein have been duly partitioned by metes and bounds.
- M. Being joint owners of the said premises, the Owners herein mutated their names in the records of the Kolkata Municipal Corporation and paid Municipal Taxes and other outgoings thereon.
- N. The Developer herein has the adequate expertise in commercial exploitation of the real estates and the Owners being aware of the reputation in the locality approached the Developer for commercial exploitation of the said premises.
- O. Various discussions and negotiations have been done between the parties and considering commercial feasibility the Developer agreed to participate in the project on the terms and conditions herein before contained.

*Kamal Mandal Himani Mondal
Nutan Kumar Roy*

THE THIRD SCHEDULE ABOVE REFERRED TO;

SPECIFICATIONS

i)	FOUNDATION	Buildings shall be designed and constructed as an R.C.C. framed structure with first class brick filler walls, resting on R.C.C. Foundation as per Soil Report. Earthquake forces shall be considered in design as per I.S. code.
ii)	BRICKWALL	All External walls shall be 8" / 10" thick and all partition walls shall be 4" / 5" thick. All walls (both external and internal including the ceiling) shall be Cement Plastered and all Internal walls and ceiling shall be plaster of paris punned. Exterior walls shall be plastered with high quality water proof compound to absorb cement based paint. 12 mm / 18 mm Plaster to brick wall - 1:6 (cement : Sand). 6 mm Plaster to RCC ceiling - 1: 4 (Cement : Sand) boundary walls of suitable height and sound construction with gates.
iii)	DOORS AND WINDOWS	All door frames will be of 1 st class hard wood with flush door shutters and painted. All internal and external doors shall be 40 mm thick Commercial Flush Doors Enamel Painted with Mortice Locks and other Hardware fittings. All windows shall be Aluminium Casement with integrated grills and large Glass Panes of high quality. Toilets and Balconies will have flush door Shutters with marine ply. 6mm thick Frosted glass shall be provided in windows.
iv)	FLOORING	Flooring of all rooms and spaces in the building/s shall be finished with Marble slab and 4' skirting, Dado in kitchen upto 2'-0" height over the kitchen platform and 7'-0" in toilets shall be by means of white ceramic tiles. Kitchen floor shall be of marble slab and cooking platform/counter shall be finished with black granite. Staircase and Lift facia, shall be finished with Marble flooring, Lift facia shall be clad with Stone slabs.
v)	SANITARY AND PLUMBING	<ul style="list-style-type: none"> a. Cast Iron (Soil) pipes and Rain Water Pipes; b. All the sanitary and plumbing work with the provision for Hot and cold supply lines shall be concealed typed with approved G.I. and P.V.C. pipes c. Water in the concealed system.

		<p>d. All bathroom walls shall be upto 7 feet work glazed file and shaft, shall be provided with the following fittings, WASH BASIN, MIRROR, SHOWER, TOWEL ROD, W.C. COMMODE WITH LOW DOWN CISTERN AND DOUBLE PLASTIC SEAT, Medicine Chart. All C.P. Fittings shall be of 1st class quality.</p> <p>e. 24 hrs. water supply by providing for underground and overhead water reservoirs.</p> <p>f. All sanitary fittings and fixtures will be of best available quality.</p>
vi)	ELECTRICAL WIRING AND FITTINGS	<p>i) All Internal and external Wiring shall be with Copper Wires.</p> <p>ii) Concealed wiring in all the Flats / rooms with approved conductors as per I.S. Code.</p> <p>iii) Air conditioning plug points in all rooms.</p> <p>iv) Geyser points in all bath rooms.</p> <p>v) Arrangement for Electrical Cooking in Kitchen</p> <p>vi) Light and Plug points of required amps in all the rooms / spaces suitably placed.</p> <p>vii) Night light points suitable placed in the lobby and in common areas.</p> <p>viii) Electrical call bell points from outside the main gate.</p> <p>ix) Telephone points in Living Room and Master Bedroom.</p> <p>x) Common T.V. Antenna with Plug point in Living room.</p> <p>xi) Extra Lighting with water light fittings in children play area, car parking area etc.</p> <p>xii) Provision for Diesel Generator set at actual cost for emergency in case of load shedding and to provide Light points in Common Lobbies, External Lighting, Life, Pump and connection in each flat for Lighting.</p> <p>xiii) Electric connection shall be arranged by the Developer with CESC for appropriate load for each floor / flat.</p>
vii)	LIFT	One No. of Four Passenger Lifts in the

		building.
viii	SPECIAL FEATURES	<p>i) Well designed Entrance lobby, with well designed letter boxes with name plates.</p> <p>ii) Caretaker's room of the ground floor and Common staff toilet in the ground floor for junior staff, darwans etc.</p> <p>iii) Common Fire Extinguishers (Powder Type) for A, B and C type of Fire .</p> <p>iv) CCTV Surveillance.</p>
DETAILS OF CONSTRUCTION MATERIALS		
A	Cement	Ultratech, Lafarge Concreto, ACC, Centrury, Ambuja, Konark, Birla Gold, or any other standard cement
B	Steel	Ribbed Tor Steel D-500 confirming to I.S. code)
C	Brick	1 st Class Red Brick / Ash Brick
D	Stone chips & sand	Local supply as per standard
E	Labour Contractor	Reputed and well experienced contractor
F	Flooring	Marble "Slab
G	Flush Door	Green, Globe, Summi, Wonder or any other ISI standard doors.
H	Main Door	Teak Panel Door
I	Window	1 st quality Aluminium
J	Door Frame	1 st quality Saal Wood.
K	Wire (Copper)	Anchor / Havell's / Finolex or any ISI standard wire.
L	Switch	Crabtree / Roma / ABB / Siemens /Havels/Anchor or any ISI standard modular


		switches.
M	Circuit Breaker	Havell's / ABB / Siemens.
N	Glass	Indo Ashai, Modi Guardian.
O	Wall Tiles (white)	Kajaria, Bell, Orient, Somani or any other (8'x12' Ceramic) standard white tiles.
P	Plumbing G.I.	Tata, Jindal, Supreme P.V.C. PIPES
Q	Commode – Cistern	Basin Hindware, Parry (White)
R	Kitchen Sink	Best available stainless steel sink (37"x18")
S	Kitchen Counter	Black Granite
T	C.P. Bath Room & Kitchen Fittings	Jaquar, Grohe or any ISI standar fittings
U	Kitchen and Bath Rooms Floor	Marble Slab
V	Lifts (1 no. 04 Passenger)	LES, Adams, ECE, GRJ Elevator Pvt. Ltd., Laser Elevators Pvt. Ltd., Big Boss Elevators Ltd.
W	Ground Floor	Crazy Floor / Kota Stone / Floor Tiles / Paver Block
X	Pump	Kirlosker, Hicson, Crompton, M.B.H.
Y	CC Tv	
Z	Fire Extinguisher	A, B, C type powder type fire extinguisher on lift lobby of each floor of the building to be used commonly in emergencies.

The Developer shall install any other installation over and above those mentioned hereinabove for which all costs will be borne by

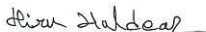
the Owner, purchasers of the Owners' and/or Developer's Allocation in the said building proportionately according to their holding, the Owner and/or the Purchasers of the Owner's and the Developer's allocation shall pay the proportionate amount required to be to paid to CESC LTD., service charges, Forfeitable Consideration, cost of the common meter and applicable CESC Ltd. fees for main line, Service Tax and any other statutory liabilities, taxes and/or impositions that may be decided by the central and state governments from time to time, fittings for common use like lobby, reception etc. and any other amount that may be decided by the Developer and such other facility to be installed and/or provided by the Developer. Deep Tubewell, if required by the owners / shall be installed by the Developer subject to permission of the Kolkata Municipal Corporation at the cost proportionately borne by the Owners/Developer/Intending Purchasers.

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

SIGNED AND DELIVERED by the within-named **OWNERS** at Kolkata in the presence of:

1. 
S/o - Lt. RAJENDRA PD SHAN;
159, BODHPUR GARDEN
KOLKATA - 700045.

2. Mini - Roy
S/o Mishu Lal Roy
140 P.A.S Road
Kolkata - 45


S/o Santosh Halder
of 11/6 Gobindapur Road
KOL - 45





SIGNED AND DELIVERED by
the within-named **DEVELOPER** at
Kolkata in the presence of:

1. Lalita Shaha
S/O. Lt. RAJENDRAN SHANU
159, SOHAPUR GARDEN
KOLKATA - 700045.

2. Him Haldear

11/6 Gopinath Road
Kolkata - 700045

For BIDYARTHI BUILDERS

Moham Kumer Roy
Proprietor

Prepared in my office

Seebarta Mondal
Advocate -
11/28/07
Hajopore Police Const
Kolkata - 700027

MEMO OF CONSIDERATION

RECEIVED in the name of nominees below from the within named Developer a sum of **Rs.33,00,000/- (Rupees Thirty Three Lac only)** in terms hereof as per memo below:

Memo

Sl	Particulars of payments	Amount (Rs.)
1.	Paid by Cheque No. 001081 dated 17/4/12 drawn on IDBI Bank, P.A.S. Branch	Rs. 33,00,000/- Rs. 5,00,000/-
2.	001080 17/4/12 IDBI BANK PAS RD Poo.	Rs. 5,00,000/-
3.	001082 17/4/12 IDBI BANK PAS RD Poo.	Rs. 5,00,000/-
4.	001084 17/4/12 IDBI BANK PAS RD Poo.	Rs. 6,00,000/-
5.	001085 17/4/12 IDBI BANK PAS RD Poo.	Rs. 6,00,000/-
6.	001086 17/4/12 IDBI BANK PAS RD Poo.	Rs. 3,00,000/-
7.	001087 17/4/12 IDBI BANK PAS RD Poo.	Rs. 3,00,000/-
RUPEES THIRTY THREE LAC ONLY		Rs. 33,00,000/-

Nimai Manda
Kamal Manda

Witness:

1. *Lalit Shau*
S/o - Lt. Rajendra Prasad Shau
159, JODHPUR GARDEN
KOLKATA - 700 045.

2. *Mink Roy*
S/o Mishu Lal Roy
140 P.A.S. Road
Kolkata - 45

Nimai Manda
Kamal Manda

OWNERS

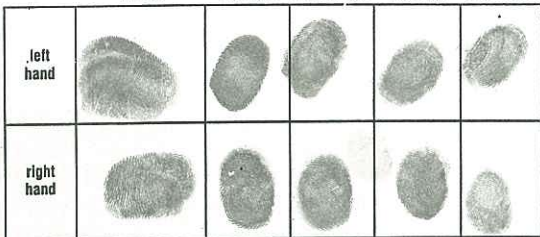
Thumb

1st finger

middle finger

ring finger

small finger

Name NEMAI MONDALSignature Nimai Mondal

Thumb

1st finger

middle finger

ring finger

small finger

Name KAMAL MONDALSignature Kamal Mondal

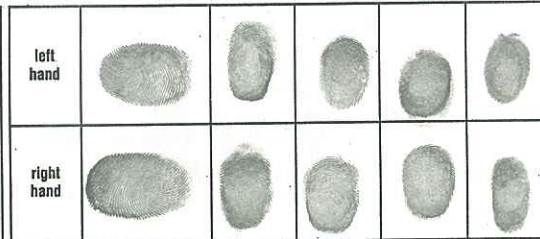
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1st finger

middle finger

ring finger

small finger

Name NOHAN KUMAR ROYSignature Nohan Kumar Roy






Government of West Bengal

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

OFFICE OF THE A.D.S.R. ALIPORE, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16050000499242/2017

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



Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr KAMAL MONDAL 52, RAHIM OSTAGAR ROAD, P.O:- LAKE GARDENS, P.S:- Lake, District:-South 24- Parganas, West Bengal, India, PIN - 700045	Land Lord			<i>Kamal Mondal</i> 18.04.17
2	Mr NIMAI MONDAL 52, RAHIM OSTAGAR ROAD, P.O:- LAKE GARDENS, P.S:- Lake, District:-South 24- Parganas, West Bengal, India, PIN - 700045	Land Lord			<i>Nimai Mondal</i> 18.04.17
3	Mr MOHAN KUMAR ROY D/621, LAKE GARDENS, P.O:- LAKE GARDENS, P.S:- Lake, District:-South 24- Parganas, West Bengal, India, PIN - 700045	Represent ative of Developer [M/S BIDYART HI BUILDER S]			<i>Mohan Kumar Roy</i> 18/04/17.

Sl No.	Name and Address of identifier	Identifier of	Signature with date
1	Mr SUBRATA MONDAL Son of Mr GOBINDA MONDAL ALIPORE POLICE COURT, P.O:- ALIPORE, P.S:- Alipore, District:- South 24-Parganas, West Bengal, India, PIN - 700027	Mr KAMAL MONDAL, Mr NIMAI MONDAL, Mr MOHAN KUMAR ROY	<i>Subrata Mondal</i> 18/4/17

(Amitava Chanda)
 ADDITIONAL DISTRICT
 SUB-REGISTRAR
 OFFICE OF THE A.D.S.R.
 ALIPORE
 South 24-Parganas, West
 Bengal



Hot Payment Successful. Your Payment Confirmation Number is 120874071

e-Payment Cyber Receipt			
			
Payment Mode: Counter Payment			
GRN:	192017180003409502	Bank Ref No.:	120874071
GRN Date:	17/04/2017 12:46:19	Transaction Date with time:	17/04/2017 06:52:31 PM
Depositor ID :	16050000499242/4/2017		
Depositor Name :	BIDYARTHI BUILDERS		
PAYMENT DETAILS			
Sl No.	Head of A/C description	Head of Account	Amount
1		00300210300302	40021
2		00300310400116	36310
Total Amount Paid:			76331 (Seventy Six Thousand Three Hundred Thirty One Only)
Signature of Bank Official:			
Date:			

NOTE: This computer generated e-Challan Receipt should be signed by the bank official with bank stamp and then handed over to the depositor. This will be a valid e-Challan Receipt for submission to the department.

Major Information of the Deed

Deed No :	I-1605-02073/2017	Date of Registration	19/04/2017
Query No / Year	1605-0000499242/2017	Office where deed is registered	
Query Date	17/04/2017 1:12:45 AM	A.D.S.R. ALIPORE, District: South 24-Parganas	
Applicant Name, Address & Other Details	SUBRATA MONDAL ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9231662184, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 33,00,000/-]		
Set Forth value	Market Value		
Rs. 6,35,000/-	Rs. 2,10,12,841/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,121/- (Article:48(g))	Rs. 36,310/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip. (Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Rahim Ostagar Road, , Premises No. 52, Ward No: 93

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		6 Katha 11 Chatak 20 Sq Ft	6,00,000/-	2,08,92,841/-	Property is on Road
Grand Total :					11.0802Dec	6,00,000 /-	208,92,841 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	400 Sq Ft.	35,000/-	1,20,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		400 sq ft	35,000 /-	1,20,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr KAMAL MONDAL Son of Late GOBINDA MONDAL 52, RAHIM OSTAGAR ROAD, P.O:- LAKE GARDENS, P.S:- Lake, District:- South 24-Parganas, West Bengal, India, PIN - 700045 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:BUNPM5535J>Status :Individual, Executed by: Self, Date of Execution: 18/04/2017 , Admitted by: Self, Date of Admission: 18/04/2017 ,Place : Pvt. Residence
2	Mr NIMAL MONDAL Son of Late PRAMATHA CHANDRA MONDAL 52, RAHIM OSTAGAR ROAD, P.O:- LAKE GARDENS, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700045 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AKXPM4488M>Status :Individual, Executed by: Self, Date of Execution: 18/04/2017 , Admitted by: Self, Date of Admission: 18/04/2017 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	M/S BIDYARTHI BUILDERS (Sole Proprietoship) 599, LAKE GARDENS, P.O:- LAKE GARDENS, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700045 PAN No.:AEQPR4761P Status :Organization

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr MOHAN KUMAR ROY (Presentant) Son of Mr JANAK ROY D/621, LAKE GARDENS, P.O:- LAKE GARDENS, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PiN - 700045, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AEQPR4761P Status : Representative, Representative of : M/S BIDYARTHI BUILDERS (as POPRITOR)

Identifier Details :

Name & address	
Mr SUBRATA MONDAL Son of Mr GOBINDA MONDAL ALIPORE POLICE COURT, P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Identifier Of Mr KAMAL MONDAL, Mr NIMAI MONDAL, Mr MOHAN KUMAR ROY	

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr KAMAL MONDAL	M/S BIDYARTHI BUILDERS-5.5401 Dec
2	Mr NIMAI MONDAL	M/S BIDYARTHI BUILDERS-5.5401 Dec

Transfer of property for S1

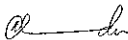
Sl.No	From	To. with area (Name-Area)
1	Mr KAMAL MONDAL	M/S BIDYARTHI BUILDERS-200 Sq Ft
2	Mr NIMAI MONDAL	M/S BIDYARTHI BUILDERS-200 Sq Ft

Endorsement For Deed Number : 1 - 160502073 / 2017

On 17-04-2017

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 2,10,12,841/-



Amitava Chanda
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
South 24-Parganas, West Bengal

On 18-04-2017

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

Presented for registration at 19:30 hrs on 18-04-2017, at the Private residence by Mr MOHAN KUMAR ROY ,

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

Execution is admitted on 18/04/2017 by 1. Mr KAMAL MONDAL, Son of Late GOBINDA MONDAL, 52, RAHIM OSTAGAR ROAD, P.O: LAKE GARDENS, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700045, by caste Hindu, by Profession Business, 2. Mr NIMAI MONDAL, Son of Late PRAMATHA CHANDRA MONDAL, 52, RAHIM OSTAGAR ROAD, P.O: LAKE GARDENS, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700045, by caste Hindu, by Profession Business

Identified by Mr SUBRATA MONDAL, , Son of Mr GOBINDA MONDAL, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

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

Execution is admitted on 18-04-2017 by Mr MOHAN KUMAR ROY, POPRITOR, M/S BIDYARTHI BUILDERS (Sole Proprietorship), 599, LAKE GARDENS, P.O:- LAKE GARDENS, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700045

Identified by Mr SUBRATA MONDAL, , Son of Mr GOBINDA MONDAL, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business



Amitava Chanda
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
South 24-Parganas, West Bengal

On 19-04-2017

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 36,310/- (B = Rs 36,289/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 36,310/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/04/2017 12:00AM with Govt. Ref. No: 192017180003409502 on 17-04-2017, Amount Rs: 36,310/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 120874071 on 18-04-2017, Head of Account 0030-03-104-001-18

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 40,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 9018, Amount: Rs.100/-, Date of Purchase: 12/04/2017, Vendor name: S Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/04/2017 12:00AM with Govt. Ref. No: 192017180003409502 on 17-04-2017, Amount Rs: 40,021/-,
Bank: IDBI Bank (IBKL0000012), Ref. No. 120874071 on 18-04-2017, Head of Account 0030-02-103-003-02



Amitava Chanda
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2017, Page from 53233 to 53283

being No 160502073 for the year 2017.



Digitally signed by AMITAVA CHANDA
Date: 2017.04.20 16:13:38 +05:30
Reason: Digital Signing of Deed.

(Amitava Chanda) 20-04-2017 16:13:37
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

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