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ONE
HUNDRED RUPEES

सार्वाचेय अवति

TIREFINDIA

পশ্চিমবঞ্জ पश्चिम ब्रंगाल WEST BENGAL

Registration 1

544955

12 JUL 2018

A this Joint Venture Agreement is made on this 7<sup>TH</sup> day of MAY, 2018

13 JUL 2018

Shri ASHOK KUMAR SARAWAGI (PAN No. ALQPS3224B), son of Shri Raj Kumar Sarawagi, by faith - Hindu, by Occupation - Business, by Nationality - Indian at present residing at 136, Jessore Road, Avani Oxford, Phase-I, Kolkata 700055, P.O. Bangur & P.S. Lake,

hereinafter referred to as "the Owner/Land Owner" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators and cold; legal representatives and assigns), of the OTHER-PART.

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And

SNL REALTY INFRA LIMITED, (PAN -AAXCS340SP) a Company registered under the Companies Act, 2013 having its Registered office at 7/1 Heysham Road, Ground Floor, Kolkata- 700020 represented by its Managing Director Mr. Manideep Srivastava, (PAN - AVGPS1229L) Son of Sri. Kaushal Kumar Srivastava vide Resolution dated 02.05.2018 hereinafter called the "Developer/Promoter" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrator, legal representatives, nominee or nominees and assigns) of the Other Part.

### WHEREAS:

- Shri Ashok Kumar Sarawagi, residing at 136, Jessore Road, Avani Oxford,
   Phase-I, Kolkata 700055, P.O. Bangur & P.S. Lake, is the original owner of the
   Property mentioned in the First Schedule -hereunder written.
- 2. Upon coming to know of the Development of the adjoining property by the Developer herein as owner thereof, the Owner herein had approached the said Developer for proper Development of the Scheduled Property by the Developer by way of a single project in order to enjoy and/or use the FAR to be granted at the time of sanction of Plan.
- 3. After due discussion and negotiation the Developer had given a proposal to the Owner and the Owner has agreed to the proposal of the Developer for the construction of the building on the Scheduled property more fully stated in first Schedule hereunder written at the cost and expenses of the Developer and strictly in accordance with the Plan to be sanctioned by the Competent Authority on the terms and conditions as enumerated hereinafter.

4. To give effect to the aforesaid arrangement between the Owner and Developer/Promoter it is agreed between the Parties to execute these presence:

### ARTICLE (I) - DEFINITION

- 1.1 BUILDING: Building shall mean building(s) so to be constructed according to the plan to be sanctioned at the instance of the Developer by the competent authority and the same to be constructed on the said premises of the land Owner more fully described in the Schedule I and II written herein below.
- 1.2) COMMON FACILITIES AND AMENITIES: Common facilities and amenities shall mean the entrance of the building, stair case, landings, roof of the building, pump room, tube well, overhead water tank, water pump and motor and other facilities which may be required for the enjoyment maintenance or management of the said building(s) by all occupiers of the building(s) within the project area.
- 1.3) SALEABLE SPACE: Saleable space shall mean the space within the building(s) which is to be available as in unit/flat for independent use and occupation after making due provisions for Land Owner's Allocation, common facilities and space required therefor.
- 1.4) LAND OWNER'S ALLOCATION: Land Owner's allocation shall mean the constructed area of the said building(s) to be constructed in accordance with the building plan for Residential/Commercial use duly sanctioned by the Competent Authority and to be delivered free of cost to the Land Owner by the Developer as consideration for the construction and for transferring the constructed area including proportionate share of land of the said building receivable by the Developer/Promoter and more fully described in the Second Schedule hereunder written herein below. Common Passage and /or common drive way and/or common area for the project is agreed to be consented to and fresh permission from either party for any of such purpose is not required afterwards.

- 1.5) DEVELOPER/PROMOTER'S ALLOCATION: Developer/Promoter's allocation shall mean all the remaining constructed area of the proposed building(s) Project excluding the Land Owner's allocation and the proportionate share of common facilities including land, common spaces and common amenities of the building more fully described in the second Schedule written herein below. Common Passage and /or common drive way and/or common area for the project is agreed to be consented to and fresh permission from either party for any of such purpose is not required afterwards.
- 1.6) ARCHITECHT: Architect shall mean Espace Planning Services Pvt. Ltd. or any other Architect to be chosen by the Developer for the purpose of the building plan and construction of the said building.
- 1.7) TRANSFER: Transfer shall mean with its grammatical variations and shall include transfer by possession and by any other means adopted for effecting what is under the land Owner as a transfer of space in the said building to intending purchasers thereof.
- 1.8) BUILDING PLAN: Building Plan shall mean such plan for construction of the said Building Project which will be prepared at the instance of the developer and sanctioned by the Competent Authority in the name of the land Owner hereof for construction of the said building Project including its modification and amenities and alterations if made at the cost and expenses of the developer.
- 1.9) PREMISES: Premises shall mean all the piece and parcel of Land specifically described in the First Schedule herein below with specific demarcations and boundaries thereto. (NOC from land owner is accordingly accorded for the purpose of amalgamation of land of different Owner for the purpose of betterment of the project, by way of a single and a composite project.)

### ARTICLE - (II) - LAND OWNER RIGHT AND REPRESENTATION

- 2.1) By virtue of Deeds (More fully described in Schedule I) in the office of the Registrar Bishnupur, South 24 Parganas, the land Owner herein has become the Owner of the said premises and is in peaceful possession of the said premises being the piece and piece and parcel of 17.40 COTTAH (approx.) and the Land Owner has a marketable title thereto and is not aware of any defect in the title of the said premises and has not entered into any agreement creating any right in the said Premises with any other party.
- 2.2) Relying on the offer of the Developer and on the proposal the Land Owner has consented the Developer to develop and commercially exploit the said premises by constructing a new building Project thereon (new building(s) for residential/commercial use), after the Existing structure being demolished by the developer, in accordance with the building plan to be sanctioned by the Competent Authority.
- 2.3) POSSESSION: The Land Owner is now seized and possessed of and/or otherwise well and sufficiently entitled to the said premises and shall deliver physical possession to the developer to develop the said premises immediately on execution of this Deed.
- 2.4) The said land and premises is free from all encumbrances and the Land Owner has marketable title in respect of the said premises.

### ARTICLE (III) - DEVELOPER'S / PROMOTER'S RIGHTS:

3.1) The Land Owner hereby grant permission subject to what has been hereunder provided, exclusive right to the Promoter/Developer to build and construct a buildings Project upon the said premises of the Land Owner in accordance with the building plan to be sanctioned by the Competent Authority at the costs and expenses at the costs and expenses of the Developer in the name of the Land Owner.

- 3.2) All Applications, plans and other papers and documents that may be legally required by law by the promoter/developer for the purpose of obtaining necessary sanction from the Competent Authority shall be prepared and submitted by the promoter/developer on behalf of the Land Owner and Land Owner shall sign all such plans, applications other papers and documents as and when necessary and all costs and expenses including plan sanctioning costs will be borne by the developer/promoter.
- 3.3) The Developer shall exclusively be entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same without any right, claim or interest therein whatsoever of the Land Owner and the Land Owner shall not in any way interfere with or disturb the quite and peaceful possession of the Developer's Allocation. It is however, understood that the dealings of the Developer with regard to the Developer's Allocation shall be entirely at the risk and responsibility of the Developer and shall not in any manner fasten or create any financial liabilities and/or any other responsibilities upon the Land Owner.
- 3.4) The Land Owner shall have the legal right to transfer their individual share to their legal heirs along with the implementation of this agreement.
- 3.5) The Developer upon completion of the entire construction work of the proposed building shall obtain completion certificate from the appropriate authorities at their own costs and expenses.
- 3.6) Power of Attorney will be given by the owner to the Developer to sell the Developer's allocation as well as Owner's allocation and the amount on account of Sale of owner's allocation shall be disbursed to the Owner as and when such sale is effected stage wise and separate account should be maintained for the same. It is agreed that the sale be routed through the Developer.

- 3.7) The Owner shall handover the original Deed and/or all such documents having impact on the title of the property to Developer at the time of execution of the new Development Agreement.
- 3.9) The Developer/Promoter will be entitled to obtain Loan facilities from Bank and/or Financial Institution for the purpose of Development of the instant property against security of, inter alia of the property.

### ARTICLE (IV) CONSIDERATION:

- 4.1) The promoter/developer has agreed to build up the said proposed buildings Project for residential and commercial use on the said premises of the Land Owner exclusively at their own costs and expenses and Land Owner shall not be required to contribute any sum towards the cost of construction of the said building or otherwise. The promoter/developer will pay a sum of Rs. 5 Lakhs as advance to the owner within three months from the date of the Agreement which will be refundable from Owner' allocation towards the completion of the project. The allocation ratio will be 85% of the constructed area to be treated as promoter/ developer's allocation whereas 15% of the constructed area is to be treated as Land owner's allocation.
- 4.2) In consideration of the Land Owner having agreed to grant exclusive right for developing the said premises in addition to the Land Owner's Allocation so provided hereunder in the Schedule I and II, the Developer/Promoter has agreed to make and shall remain bound to make and bear several other necessary expenses as consideration for the purpose of development of the said premises and such consideration will be deemed to be made by the Developer which is as follows:
  - a) Space allocation to the Land Owner as per second schedule hereunder.
  - b) Costs, charges and expenses incurred for construction erection and completion of the said new building Project at the said premises.

- Costs, charges and expenses on account of causing the plan or map prepared and to get the same sanctioned by the Competent Authority.
- d) Costs, charges and expenses incurred for installation of water supply pipeline, electricity for each flats/Buildings, sewerage, drainage and other connections.
- e) Fees payable to Architect and Engineers as also fees payable to the Competent Authority for obtaining necessary permission or sanction for sewerage, drainage and water connection by the Developer.
- f) Legal expenses incurred and paid for the development agreement and all other expenses and charges for the purpose of development of the said premises.
- g) Cost of supervision of construction of the Land Owner's Allocation of the said premises.
- h) Cost and expenses for preparation of documents as will be required.
- Any other expenses and incidentals will be necessary for construction for developing the said construction paid by the Developer.

### ARTICLE (V) - PROCEDURE

5.1) It is categorically agreed by and between the parties hereof that, the Developer shall obtain the requisite sanctioned building plan from Competent authorities and shall complete the entire construction work of the building within the period of 60(Sixty) months from the date hereof and shall handover the Land owner's. Allocation within 60 (Sixty) months from the date hereof in between this time the Developer shall has to obtain the building completion certificate. Although a maximum of 60 (Sixty) months is granted to the Developer to handover the possession of Land Owner, in the interest of all the parties herein all endeavor and efforts shall be made by the Developer to complete the construction and handover the possession of Land Owner's allocation to the Land Owner as expeditiously as possible and in case of any delay beyond 60 months' time. Time will be extended mutually.

5.2) The time is the essence of contract. If the Developer fails to handover the Land Owner the proper lawful possession and entitlement on the Land Owner's Allocation within the time specified in Clause 5.1 above, then the Land Owner shall be entitled to such compensation for delay of handing over such lawful possession unless the time is extended.

### ARTICLE (VI) DEALING OF SPACE IN THE BUILDING:

- 6.1) The Developer shall at its own costs and expenses and without creating any financial or other liability upon the Land Owner construct and complete the said building(s)Project for residential/commercial use having several self-contained Buildings/flats, lift, intercom, Fire Hazard Protection, shop room and car parking space, etc. Common Passage and /or common drive way and/or common area for the project is agreed to be consented to and fresh permission from either party for any of such purpose is not required afterwards.
- 6.2) The Developer shall on completion of the building put the Land Owner in undisputed possession of the Land Owner's Allocation together with the right of common facilities and amenities to be enjoyed proportionately with other Owner of the flats/shops of the said proposed projects(s).
- 6.3) The Developer shall be at liberty with exclusive right and authority to negotiate for the sale of floors/flats/shops together with proportionate share of land excluding the space provided under Land Owner's Allocation so mentioned herein before of the said proposed building. It is clearly agreed and decided by the parties herein that the consideration money for such transfer as aforesaid including earnest money or initial payments or part payment thereof shall be received by the Developer and the Land Owner herein will have no right and share and will not be entitled to any portion thereof. It is however, understood that the dealings of the Developer with regard to the Developer's Allocation shall be entirely at the risk and responsibility of the Developer and shall not in any manner fasten or create any financial liabilities and/or any other responsibilities upon the Land Owner.

6.4) The Land Owner hereto do hereby authorize the Developer either on the strength of this Deed or the Power of Attorney to execute and register the necessary Deed of Conveyance or Conveyances unto and in favor of the purchaser or purchasers towards sale of flat or flats and/or units and spaces in the building of the Developer's Allocation as and when called for PROVIDED HOWEVER the costs of such conveyance or conveyances including the cost of non-judicial stamps and registration expenses and all other legal expenses relating thereto shall be borne and paid either by the Developer or by the nominee or nominees of Developer being the purchaser or purchases of flat/unit or space of the building.

### ARTICLE (VII) - BUILDING:

- 7.1) The Developer shall obtain the plan at the Developer's own costs to construct and erect the building(s) Project for residential/commercial use at the said premises in accordance with the sanctioned plan with such material and with such specifications as may be recommended by the architect from time to time. During construction Land Owner shall has the right to visit, inspect the same.
- 7.2) The Developer shall install and erect in the said building(s) Project at the Developer's own costs standard new pump set, tube wells, overhead reservoirs, electrical wiring, fittings as is required to be provided in a residential building self-contained apartments constructed for sale of flats, therein on Ownership basis.
- 7.3) The Developer shall and be responsible to look after, supervise, manage and administer the progress and day to day work of construction of the proposed building and shall not violate any Municipal or statutory rules and always abide by and observe all the

rules and procedures and practice usually followed in making construction of new building. All constructions as may be made on the said premises shall be at self-risks and consequence of the Developer. However, the construction work and its quality will have to be totally as per guidance and control of the Architect.

- 7.4) During course of construction of the new building, in case of any loss or injury or damage of any nature or in any manner whatsoever including injury and/or damage to any person or persons or property or any loss of life, the Developer shall be solely liable and responsible for the same.
- 7.5) All rates, taxes and outgoings in respect of the premises relating to the period till delivery of possession of the Land Owner's Allocation to the Land Owner shall be borne, paid and discharged by the Developer. It is made specifically clear that all outstanding dues up to till delivery of possession of the Land Owner's Allocation to the Land Owner shall remain the liability of the Developer.
- As from the date of making over possession of the premises to the Developer, the Developer shall be solely liable for rates and taxes as also their outgoings in respect of the premises till delivery of possession of the Land Owner's Allocation to the Land Owner. After the date of making over possession of the Land Owner's Allocation to the Land Owner, the Land Owner and/or Transferees, if any shall become liable and responsible for rates and taxes and other outgoings with regard to the Land Owner's Allocation or the Developer's Allocation.
- 7.7) The Developer shall, at its own costs, install and erect in the new building(s), pump, water storage tank, lift, intercom, Fire Hazard Protection, overhead reservoir, temporary electric connection until permanent electric connection is obtained and water and sewerage connection. The Developer shall bear and pay all the costs for bringing permanent electric connection to the New Building Project.

- 7.8) The Developer shall, at its own costs and without creating any financial or other liability on the Land Owner, construct, erect and complete the New Building Project in accordance with the sanctioned plan as per the agreed specifications as may be recommended by the architect from time to time. Subject to the aforesaid, the decision of the Architect regarding the quality of materials, workmanship and construction shall be final and binding on the Parties. It is clarified that the quality of materials to be used for construction of New Building(s) Project shall be new and of first class quality and the workmanship to be used for construction of the New Building(s) Project shall be of first class. All costs, charges and expenses including Architect's Fees shall be discharged and paid by the Developer and not by the Land Owner.
- 7.9) The Developer shall assist the Land Owner for preparation of Deed of Conveyances and registration thereof and mutation in respect of Land Owner's Allocation.
- 7.10) It is agreed that the Owner' allocation if sold by the Owner such sale be routed through the Developer and an escrow Account will be maintained therefor.

## ARTICLE (VIII) - POSSESSION AND POST COMPLETION MAINTENANCE:

- 8.1) As soon as the New Building(s) Project is completed (as certified by the Architect) with occupancy certificate and sewerage connection of Competent Authority Developer shall give a written notice to the Land Owner to the Land Owner to take possession of the Land Owner's Allocation and the Land Owner shall take possession within 30(thirty) days from receipt of the said Notice and from the date thereafter, it will be considered as deemed possession by the Land Owner and all the outgoings in respect of Land Owner's Allocation will be liability of the Land Owner from the date of said possession or deemed possession.
- 8.2) From such date of taking physical possession the Land Owner shall be exclusively responsible for payment of all rates, taxes and other outgoings and impositions

whatsoever payable in respect of Land Owner's Allocation only provided, however, when such rates is applicable to the whole of the Premises/New Building Project proportionate amount of the same shall be paid by the Land Owner. The Developer shall be responsible for the balance proportionate amount whether directly or through the transferees.

- 8.3) The Land Owner and the Developer and his transferors shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities.
- 8.4) The Developer through the individual flat/Building owner shall form a respective body of the Land Owner and the Transferees (Association), which shall be in charge of management of all the affairs of the New Building. The Land Owner shall become members of the Association for the Land Owner's Allocation. After formation of the Association, the Developer shall no longer be responsible for maintenance of the New Building.
- 8.5) For a period 3 (three) months from the Possession Date or till such time the Association is formed, whichever is earlier, the Developer shall manage and maintain the Common Portions of the New Building, upon the Land Owner and the Transferees paying and bearing, forthwith on demand, to the Developer, the costs and service charge for such management and maintenance (Maintenance charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, water electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment.

### ARTICLE (IX) - COMMON RESTRICTIONS:

9.1.1) No Transferee/Occupant of the apartment/spaces in the New Building Project (Units) shall use or permit to be used their Units or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building.

- 9 1.2) No Transferee/occupant of the New Building shall demolish or permit demolition of any wall or other structure in their respective Units or any portions, major or minor, without the written consent of the Association. However, internal modification within the Unit without creating any effect on the structure of the New Building or the common portions can be made by the respective Transferee/Occupant subject to the compliance of all existing Rules including the Building Rules of the concerned authority. No Transferee/Occupant of the New Building shall alter the outer elevation of any Unit or the common portions without having and/or obtaining prior written permission of the Association and/or other Transferees/Occupants of the New Building.
- 9.1.3) The Land Owner and the Transferee/Occupant shall always abide by all law, bye laws, rules and regulation of the government and local bodies and shall attend to, answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye laws rules and regulations. The Developer undertakes compliances of RERA and such other statutory Provisions Acts and Rules applicable for such development work.
- 9.1.4) The Land Owner and the Transferee/Occupant shall keep the interior walls, sewers drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective Units and good working condition and repair and in particular so as not to cause any damage to the New Building(s) or any other space or accommodation therein and shall keep the other occupiers of the New Building(s) indemnified from and against the consequences of any breach.
- 9.1.5) Neither the Land Owner nor the Transferees/occupants shall do or cause or permit to be done any act or thing which may render void and/or voidable any insurance of the New Building(s) Project or any part thereof and shall keep the other Transferee/Occupant of the New Building(s) Project harmless and indemnified from and against the consequences of any breach.

- 9.1.6) Neither the Land Owner nor the Transferee/occupant shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the New Building(s) Project and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the new building(s) Project. Neither the Land Owner nor the Transferee/occupant shall use the New Building or part thereof for any purpose other than residential/commercial purpose as per the Sanctioned Building Plan.
- 9.1.7) Neither the Land Owner nor the transferees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new building(s) Project or in the compound, corridors or any other portion or portions of the new building
- 9.2) For the purpose of enforcing the common restrictions and ancillary purpose and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, the Land Owner and the Developer shall permit each other, with or without workmen, at all reasonable times, to enter into and upon the Land Owner's allocation and the Developer's Allocation and every part thereof.

### ARTICLE (X) - LAND OWNER'SS OBLIGATION: -

- 10.1) The land Owner do hereby further covenant with the developer not to do any act, deed or thing whereby the developer may be prevented from selling, assigning and/or disposing of any of the developer's portion in the building at the said premises in favor of the intending purchaser (s) of flat (s) and/or units in the said building subject to observance and fulfillment of the terms of the instant agreement.
- 10.2) The land Owner do hereby agree and covenant with the developer that during the subsistence of the agreement not to let out, grant, lease, mortgage and/or

charge or part with possession of the said premises or any portion thereof without the consent in writing of the developer with effect from the date of instant agreement hereof and subset to observance and fulfillment of the terms of the instant agreement by the developer.

### ARTICLE (XI) - DEVELOPER'S OBLEGATION: -

- 11.1) The developer doth hereby agrees and covenants with the land Owner to complete the construction work of the said residential and commercial project with in 60 (Sixty Months) months from the date hereof.
- 11.2) The developer hereby agrees and covenants with the land Owner not to transfer and/or assign the benefits of the present agreement or any portion thereof to any third party without the consent in writing of the land Owner.
- 11.3) The developer hereby agrees and covenants with the land Owner not to do violate or contravene any of the provisions of the building rules as applicable for construction of the said multistoried building and under the terms of this agreement.
- 11.4) The developer hereby further agrees and covenants with the land Owner not to do any act, deed or thing whereby the land Owner is prevented from enjoying, selling, assigning and/or disposing of any portion of the land Owner's allocation in the said building.
- 11.5) In case the Transferees of the Units of the Developer's Allocation fail to have registered deed of conveyance in its names or has mutated its name in the records of Local Authority, in that case the Land Owner will have no liability for those Units in respect of any kind of tax/taxes payable to competent government
- 11.6) In the case the construction work gets obstructed by any law of the land and/or any Statutory Rules without any fault on the part of the Land Owner, the Developer shall cure the defects and/or remove the obstructions so caused at its

own cost and expenses and in any event, the Developer shall complete the development project within the time specified above in this agreement.

### ARTICLE (XII)- LAND OWNER'SS INDEMENITY: -

- 12.1) The land Owner hereby undertake that the developer shall be entitled to do all necessary works for completion of the construction work of the said residential and commercial multistoried building(s) and shall enjoy it's allocated space without any interference or disturbances on the part of the land Owner and their agents provided the developer performs and fulfils all the terms and conditions of this agreement.
- 12.2) The Land Owner hereby undertake and be bound in law to provide the developer with Power of Attorney for the purpose of Development/Construction/Registration on the strength thereof.
- 12.3) The land Owner hereby do indemnify the developer and/or keep the developer indemnified against all costs, claims, expenses, damaged suffered or to be suffered relating to the Title of the property.

### ARTICLE (XIII)-DEVELOPER'S INDEMNITY: -

13.1) The Developer hereby undertakes to keep the Land Owner indemnified against all third party claims, actions, suits, costs and proceedings arising out of any act of omission or commission on the part of the Developer in relation to the construction of the proposed multistoried Building and/or for any defect therein or development of the said premises.

13.2) The Developer hereby undertakes to the Land Owner to keep the Land Owner indemnified and harmless from and against any claims, actions, suits, costs and proceedings arising out of any sort of steps taken by the Developer on behalf of the Land Owner on the strength of powers and authorities given to the Developer by the Land Owner.

### ARTICLE (XIV)- MISCELLANEOUS: -

- 14.1) The land Owner and the developer has entered into the present agreement purely as a contract and nothing contained herein shall be deemed to construct as a partnership between the developer and the land Owner or as a joint venture between the parties hereto in any manner nor shall parties constitute an association of persons.
- 14.2) Immediately after possession of the said premises is handed over by the land Owner to the developer the developer shall be entitled to start construction of the said building on the said premises in accordance with the sanctioned building plan.

  14.3) It is understood that from time to time to facilitate the construction work of the building various deeds, matters and things not herein specified may be required by the developer for which the developer may need other documents relating which specific provisions has not been mentioned here and to meet up such situation the land Owner doth hereby undertake further that they, if required, shall do all such acts, deeds matters and things and shall execute any such additional papers, documents as may be required by the developer with prior written consent of the land Owner provided that all such acts, deeds, matters and things do not in any way infringe the rights of the land Owner and/or go against the spirit of the present agreement.

- 14.4) Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said premises or any party thereof to the developer by the land Owner or as creating any right, title or interest in respect thereof in favor of the developer other than an exclusive license in favor of the developer to develop the same in terms of this agreement.
- 14.5) The land Owner shall not be liable for any income tax, wealth tax or any other taxes in respect of the developer's allocation and the developer alone shall be liable to make payment of the same and keep the land Owner indemnified against all actions, suits, proceedings, costs charges and expenses in respect thereof.
- 14.6) 'Any notice required to be given by the developer to the land Owner shall without prejudice to any other mode of service available be deemed to has been served on the land Owner if delivered by hand and duly acknowledged or served by prepaid registered post at proper address with due acknowledgement and shall likewise be deemed to has been served on the developer by the land Owner if delivered by hand and acknowledged or served by prepaid registered post at proper address with due acknowledgement to the registered office of the developer.
- 14.7) The developer and the land Owner shall mutually frame scheme for the management and the administration of the said building and/or common parts thereof. After the completion of the said building the land Owner hereby agree to abide by all the rules and regulations to be framed by any society/association/holding organization and/or any other organization who will be in charge of such management of the affairs of the building and/or common parts thereof and hereby give their consent to abide by such rules and regulations.

- 14.8) With effect from the date of delivery of possession of the land Owner's allocation as mentioned in details herein the land Owner will be virtue of these presents, automatically become the owner of the land Owner's allocation and no further deed, instrument or writing shall be required to confer title in respect of the land Owner's allocation unto the owner.
- 14.9) The land Owner shall deliver photo copies of all the title deeds and other papers and documents relating to the said premises simultaneously with the execution of these present to the developer.
- 14.10) That the existing building/structure will be demolished by the developer at his own cost and expenses and at his own risk and liabilities and the building materials will be disposed of by the developer at his own choice and will. The Land Owner shall not claim any amount from disposed of building materials. However, the Developer shall assist the Land Owner to sell the furniture, if required.

### ARTICLE (XV)-DEFAULTS

15.1) Subject to Force Majeure reasons, in the event the Developer fails and/or neglects to construct, complete, finish the New Building and hand over physical possession of the Land Owner's Allocation to the Land Owner within a period of 60(Sixty) months from the date of sanction of building plan, or within the mutually extended period the Developer shall be liable to make payment of Rs.5,000/- per day to the Land Owner till the delivery of physical possession of the Land Owner's Allocation to the Land Owner.

15.2) In the event the Land Owner fail and/or neglect to perform any of their obligations under this agreement, then the Developer shall be entitled to claim damages from the Land Owner in the similar manner.

### ARTICLE(XVI)-GOVERNING LAWS

16.1) The Parties shall abide by the laws of India and all applicable local laws with respect to the subject matter of this Agreement, to ensure that there is no contravention. If there is any contravention, either Party may, by written notice, call upon the other to ensure compliance with requirements as per applicable laws.

### ARTICLE (XVII)-FORCE MAJEURE: -

17.1) Force Majeure shall mean-acts of god, natural calamity and other eventualities, which is beyond control of human beings that cannot be reasonably anticipated or controlled (Force Majeure).

### ARTICLE (XVIII)- AMENDMENT/MODIFICATIONS

18.1) No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the parties and expressly referring to the relevant provision of this Agreement.

### ARTICLE (XIX)-JURISDICTION

19.1) The courts of South 24-Parganas, including any other forum and/or High Court alone shall has the jurisdiction to entertain and determine of actions suits and proceedings arising out of these presents agreement between the parties hereto.

### ARTICLE (XX)-COUNTERPARTS

20.1) This Agreement is being executed simultaneously in counterparts, each of which shall be deemed to be an original and both of which shall constitute on instrument and agreement between the parties.

### ARTICLE (XXI)-RULES OF INTERPRETATION

21.1) Headings has been inserted at various places merely for convenience of reference and is not intended to impact the interpretation or meaning of any clause.

# THE FIRST SCHEDULE ABOVE REFERRED TO LAND OF ASHOK KUMAR SARAWAGI

### Part-1

**ALL THAT** piece and parcel of land covered under Deed No I-1613-03552/2017 comprised of –

- (a) Land measuring 0.12 Acre in R. S. & L. R. Dag No. 518.
- (b) Land measuring 0.17 Acre in R.S. & L.R. Dag No. 518 within L.R. Khatian No. 2904, Mouza Chandandaha, J.L.No. 37, P.S. and Sub-Registry office Bishnupur, P.O.Charashyamdas, under Moukhali Gram panchayat, 24-parganas, Taizi No.401, Pin 743503, within the District- South 24-parganas in the state of West Bengal with boundary walls and shown in red border in the map or plan annexed thereto which is butted and bounded as follows:-

On the North - Land of Kiran Shaw

On the South - Land of Tapas Paul

On the East - Land of SNL Realty Infra Pvt. Ltd.

On the West - Goutam Pal

Annual rent payable in respect of "the said Property" hereby sold will be paid by the Purchaser to the Government of West Bengal.

### THE SECOND SCHEDULE ABOVE HERE REFER TO

**OWNER ALLOCATION: - 15%** 

**DEVELOPERS ALLOCATION: - 85%** 

IN WITNESS WHEREOF The parties hereto has executed these presents on the day month and year first above written.

SIGNED AND DELIVERED by

The above named Owner in the presence of: -

1. Suborta Das Kutt

2. myllief

SIGNED AND DELIVERED by the above named Developer in the presence of: -

Subrata Das Gupta Mulhigh Advocate

# MEMO OF CONSIDERATION

RECEIVED Rs. 5,00,000/- (Rupees Five Lakhs only)

being the advance consideration money paid by the above named Developer to the above named Land owner in the following manner: -

Bank Cheque No 231374 issued by Axis Bank, Dalhousie Branch dated 07.05.2018

Total

Rs. 5,00,000/-

Witnesses: -

Brancoop

VENDOR

Mulliok Anulliok

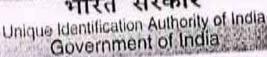
# SPECIMEN FORM FOR TEN FINGERPRINTS LEFT HAND

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# भारतीय विशिष्ट पहचान प्रमधकरण

# भारत सरकार





E-Aadhaar Letter

नागांचन अमोत्र/Enrolment No.: 1088/47419/01015

Ashok Kumar Sarawagi (अशीनः गुनार सरक्षी)

S/O: Raj Kumar Sarawagi, Flat No 6B, Block 6, Avni Oxford Phase 1, 136, Jessore Road, Near Laketown Swimming Pool, Laketown, Bangur Avenue, North 24 Parganas,

West Bengal - 700055

आपका आधार जनाक/ Your Andhuar No.:

7208 9873 4790



आधार-आम आदमी का अधिकार

- आधार देश भर में मान्य है.
- आधार के लिए आपमी एक ही पार नामाकन दर्ज करवाने की आवश्यकता है.
- 🚜 कृषया अपना मधीनतम भोबाइल संघर तथा ई-मेल पना दर्ज कराएं, इससे आपको विभिन्न स्विधाएं प्राप्त करने में सहलियत होगी.

### सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं |
- 🗷 पहचान का प्रयाण ऑनलाइन ऑथेन्टिकेशन द्वारा प्राप्त करें |
- ग्रह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है |

## INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

Validity unknow

- a Addhaar is valid throughout the country.
- You need to enrol only once for Andhaar.
- Please update your mobile number and e-mail address. This will help you to avail various services in future.



भारत सरकार SSUPERIOR INDIA



अशोषः कुमार सरवनी Ashok Kumar Sarawagi जन्म तिथि/ DOB: 15/03/1975 934 / MALE



7208 9873 4790



भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पर्लंट न 6थी, ब्लॉक 6, अवनी ऑनस्पार्ड फेस 1, 136, Avenue Nuti 24 Pergense. West Bengal - 700055 जस्सोरे शेड, लाकेतीवन श्चिमिता पूज के पास. लाकेतोचन, बंगुर आवन्यू, नर्त 24 परवानास, बेस्ट बंगाल - 700055

Address:

आरमजः राज मुमार सरवगी, OD, Block & Avei Oxford Philip 1. Swimming Pool, Lakebeen, Bengur

Mise wicely

7208 9873 4790

'आयकर विभाग

INCOME TAX DEPARTMENT

भारत सरकार GOVT OF INDIA

ASHOK KUMAR SARAWAGI

RAJ KUMAR SARAWAGI

15/03/1975 Permanent Administration ALGPS3224B

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(a) 9) 22-2499 4650, Fax. 91-22-2495 0861 mail: timofo@mail.co.00



### - ভারত সরকার GOVERNMENT OF INDIA



Manidoop Srivastava Hali (Mengrasia) Father KAUSHAL KUMAN SRIVASTAVA

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সাধারণ মান্থের অধিকার 50120130

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# ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ UNIQUE IDENTIFICATION AUTHORITY OF INDIA

State Facult Africal Inform mendam biganga nasaman Majara Surani

Address 241/A/1 DIAMOND HARBOUR ROAD Purba Buriana Thakuroukur South Twonty Four Parganas West Bengai 7000k3



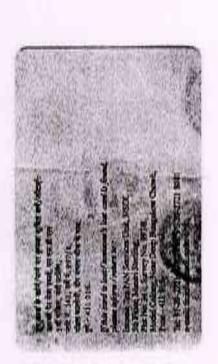


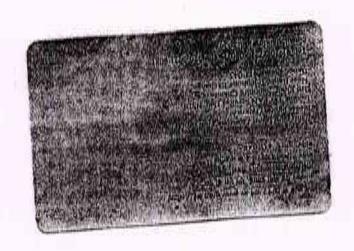






For SNL REALDY INFRA PVT. UTD.







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

GRN:

19-201819-025988626-2

Payment Mode

Counter Payment

GRN Date: 11/07/2018 16:52:24

Bank:

State Bank of India

BRN:

90066948

BRN Date: 11/07/2018 00:00:00

DEPOSITOR'S DETAILS

ld No.: 19011000190864/11/2018

[Coury No /Ouery Year]

Name:

SANDERSONS AND MORGANS

Contact No. :

E-mail:

Address:

Mobile No.:

+91 9007205237

Applicant Name:

5 NETAJI SUBHAS ROADKOLKATA 700001

Office Name:

Office Address: Status of Depositor:

Solicitor firm

Mr SAMIR MULLICK

Purpose of payment / Remarks :

Saje, Development Agreement or Construction agreement

Payment No 11

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	19011000190864/11/2018	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	19011000190864/11/2018	Property Registration-Registration	0030-03-104-001-16	5105

Total

45126

In Words:

Rupees Forty Five Thousand One Hundred Twenty Six only

## Major Information of the Deed

Deed No : I-1901-05490/2018		Date of Registration	13/07/2018		
Query No / Year 1901-1000190864/2018		Office where deed is registered			
Query Date 06/07/2018 3:46:13 PM		A.R.A I KOLKATA, District: Kolkata			
Applicant Name, Address & Other Details	SAMIR MULLICK 5, N S ROAD, Thana: Hare Stree Mobile No.: 9007205237, Status		NGAL, PIN - 700001,		
Transaction	produced in the spike of the profitor	Additional Transaction			
[0110] Sale, Development / agreement	Agreement or Construction	[4308] Other than Immo Agreement [No of Agree than Immovable Proper 5,00,000/-]	ement : 2], [4311] Other		
Set Forth value		Market Value			
Rs 5,00,000/-		Rs. 2,63,08,800/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 40,121/- (Article:48(g))		Rs. 5,105/- (Article:E, E, B, M(a), M(b), I)			
Remarks					

### Land Details :

District: South 24-Parganas, P.S.- Bishnupur, Gram Panchayat: MAUKHALI, Mouza: Chandandah

Sch No	Plot Number	Khatian Number	Land Proposed	Child March 1 and 1	Area of Land	1 7 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Market Value (In Rs.)	Other Details
L1	LR-518	LR-2904	Commerci al	Bastu	0.12 Acre	2,50,000/-	Water Street	Property is on Road Adjacent to Metal Road,
1.2	LR-618	LR-2904	Commerci al	Bastu	0.17 Acre	2,50,000/-	1,54,22,400/-	Property is on Road Adjacent to Metal Road,
		TOTAL:			29Dec	5,00,000 /-	263,08,800 /-	
	Grand	Total:			29Dec	5,00,000 /-	263,08,800 /-	

### Land Lord Details :

SI No	Name,Address,Photo,Finger	orint and Signatur	ro	
1	Name	Photo	Fringerprint	Signature
	Shri ASHOK KUMAR SARAWAGI Son of Shri RAJ KUMAR SARAWAGI Executed by: Self, Date of Execution: 07/05/2018 , Admitted by: Self, Date of Admission: 12/07/2018 ,Place ; Office	12/07/2018	.11	A You and a self
		12/07/2018	12/07/2018	12/07/2018

Major Information of the Deed :- I-1901-05490/2018-13/07/2018

, 136, JESSORE ROAD AVANI OXFORD, PHASE-I, P.O:- BANGUR, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700055 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALQPS3224B, Status :Individual, Executed by: Self, Date of Execution: 07/05/2018

Admitted by: Self, Date of Admission: 12/07/2018 ,Place: Office

### Developer Details :

SI Name,Address,Photo,Finger print and Signature

1 S N L REALTY INFRA LIMITED

, 7/1, HEYSHAM ROAD, P.O:- BHOWANIPORE, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020, PAN No.: AAXCS3405P, Status:Organization, Executed by: Representative

### Representative Details:

SI No	Name,Address,Photo,Finger print and Signature					
	Name	Photo	Finger Print	Signature		
	MANIDEEP SRIVASTAVA (Presentant) Son of Shri KAUSHAL KUMAR SRIVASTAVA Date of Execution - 07/05/2018, Admitted by: Self, Date of Admission: 12/07/2018, Place of Admission of Execution: Office			Muis-caps form		
		Jul 12 2018 2:53PM	LTI 12/07/2018	12/07/2018		

, 7/1, HEYSHAM ROAD, P.O:- BHAWANIPORE, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AVGPS1229L Status: Representative, Representative of : S N L REALTY INFRA LIMITED (as DIRECTOR)

#### Identifier Details

Ŋ	ame & address
Mr SAMIR MULLICK Son of Late D N MULLICK HIGH COURT, P.O:- G P.O, P.S:- Hare Street, Distric Hindu, Occupation: Advocate, Citizen of: India, , Iden SRIVASTAVA	ct:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste tifier Of Shri ASHOK KUMAR SARAWAGI, MANIDEEP
4 . 41 . 7	12/07/2018

Major Information of the Deed :- I-1901-05490/2018-13/07/2018

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Shri ASHOK KUMAR SARAWAGI	S N L REALTY INFRA LIMITED-12 Dec
Trans	fer of property for L2	
Control of the Section of	From	To. with area (Name-Area)
1	Shri ASHOK KUMAR SARAWAGI	S N L REALTY INFRA LIMITED-17 Dec

# Land Details as per Land Record

District: South 24-Parganas, P.S.- Bishnupur, Gram Panchayat: MAUKHALI, Mouza: Chandandah,

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 518(Corresponding RS Plot No:- 518), LR Khatian No:- 2904	Owner:অংশাক কুমার সারায়োগী, Gurdian:রাজকুমার, Address:ম:- চন্দলমহ নোচড়াশ্যামদাস, Classification:শালি, Area:0.29000000 Acre,
L2	LR Plot No:- 518(Corresponding RS Plot No:- 518), LR Khatian No:- 2904	

Endorsement For Deed Number : I - 190105490 / 2018

On 06-07-2018

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 2.63,08,800/-

Am

Malay Chakrabarty
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal

On 12-07-2018

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

Presented for registration at 14:48 hrs on 12-07-2018, at the Office of the A.R.A. - I KOLKATA by MANIDEEP SRIVASTAVA.

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

Execution is admitted on 12/07/2018 by Shri ASHOK KUMAR SARAWAGI, Son of Shri RAJ KUMAR SARAWAGI, , 136, JESSORE ROAD AVANI OXFORD, PHASE-I, P.O. BANGUR, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession Business

Major Information of the Deed :- I-1901-05490/2018-13/07/2018

17/07/2018 Query No:-19011000190864 / 2018 Deed No :I - 190105490 / 2018, Document is digitally signed.

Page 40 of 42

Indetified by Mr SAMIR MULLICK, , , Son of Late D N MULLICK, HIGH COURT, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 12-07-2018 by MANIDEEP SRIVASTAVA, DIRECTOR, S.N.L. REALTY INFRA LIMITED, 7/1, HEYSHAM ROAD, P.O.- BHOWANIPORE, P.S.- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700020

Indetified by Mr SAMIR MULLICK, , , Son of Late D N MULLICK, HIGH COURT, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

10mm

Malay Chakrabarty ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal

On 13-07-2018

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

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

**Payment of Fees** 

Certified that required Registration Fees payable for this document is Rs 5,105/- ( B = Rs 5,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,105/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/07/2018 12:00AM with Govt. Ref. No: 192018190259886262 on 11-07-2018, Amount Rs: 5,105/-, Bank: State Bank of India ( SBIN0000001), Ref. No. 90066948 on 11-07-2018, Head of Account 0030-03-104-001-16

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

 Stamp: Type: Impressed, Serial no 198062, Amount: Rs. 100/-, Date of Purchase: 16/03/2018, Vendor name: A K DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/07/2018 12:00AM with Govt. Ref. No. 192018190259886262 on 11-07-2018, Amount Rs: 40,021/-, Bank, State Bank of India (SBIN0000001), Ref. No. 90066948 on 11-07-2018, Head of Account 0030-02-103-003-02

Amy

Malay Chakrabarty
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal

Major Information of the Deed :- I-1901-05490/2018-13/07/2018

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1901-2018, Page from 224623 to 224664
being No 190105490 for the year 2018.



Am

Digitally signed by MALAY CHAKRABORTY Date: 2018.07.17 16:07:50 +05:30 Reason: Digital Signing of Deed:

(Malay Chakrabarty) 7/17/2018 4:07:40 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - I KOLKATA West Bengal.

(This document is digitally signed.)