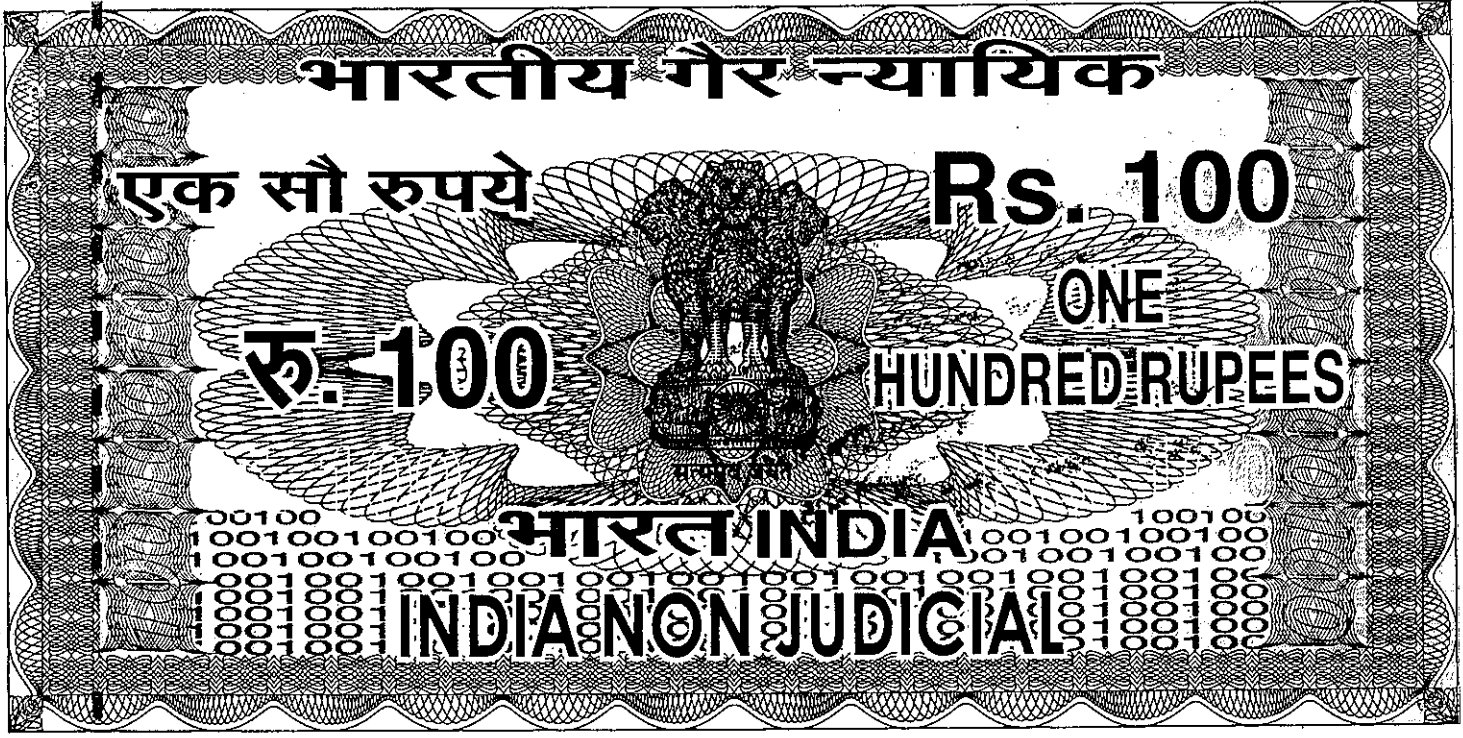


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Certified that the document is admitted to registration. The signature sheet/sheets & the endorsement sheet/sheets attached with this document are the part of this document.

*[Signature]*  
Additional District Sub-Registrar  
Rajarhat, New Town, North 24-Pgs

18 AUG 2017

JOINT DEVELOPMENT AGREEMENT & POWER OF ATTORNEY

THIS AGREEMENT FOR DEVELOPMENT is made on this the 17<sup>th</sup> Day of AUGUST 2017

By and Between

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 नं 17/08/17 1001-  
 त्रं  
 क्रेतार नाम Abhishek Poddar  
 स्ट्याम्प डेज्जर स्काफर BE III, Salt Lake  
 विधान नगर (सल्टलेक सिटी) ए. डि. एस. आर. को. 64  
 मोट स्ट्याम्प क्रय-ताः  
 चालान नं. 450000  
 ट्रेजरी बाराकपुर डेज्जर-मिता मठ

27 JUL 2017

450000

*Abhishek Poddar*



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TORQUE REALTY PVT. LTD.

*Abhishek Poddar*

DIRECTOR



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Additional District Sub-Registrar  
 Rajarhat, New Town, North 24-Pgs

17 AUG 2017

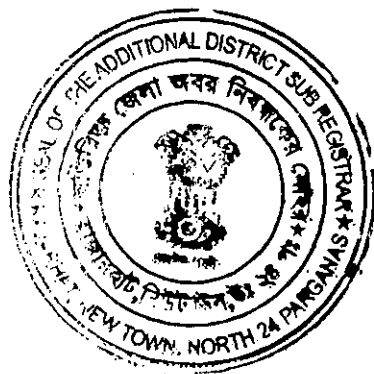
*Tapan K Ghosh*  
 870 Shanchanan Ghosh  
 Bishnupur, Rajarhat  
 24 Pgs W 70195

SRI BECHA RAM GHOSH, ( PAN –AUBPG3880H) Son of LATE BEHARILAL GHOSH, By Faith –Hindu, By Nationality – INDIAN, By Occupation –Land Holder residing at VILL- CHOTOCHANDPUR , P.O - RAJARHAT-BISHNUPUR , P.S – RAJARHAT, DIST –NORTH 24 PARGANAS. PIN -700135 .Hereinafter referred to as the “LAND OWNER” (which expression shall unless repugnant to the context shall mean and include his respective heirs, successors, legal representatives, executors, administrators and assigns) OF ONE PART

**AND**

**TORQUE REALTY PRIVATE LIMITED (PAN – AAECT8630N)**, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 93, Dr. Suresh Chandra Banerjee Road, P.O&P.S : Beliaghata, Kolkata – 700 010, hereinafter referred to as the “DEVELOPER/TRANSFEROR” being represented by its’ Director, **SRI ABHISHEK PODDAR (PAN – APWPP9058E)**, Son of Sri Milan Poddar , By faith –HINDU, By Nationality – INDIAN, By OCCUPATION -BUSINESS Residing at BE-111 Sector -1 ,P.O –AE MARKET, P.S –BIDHANNAGAR NORTH, DISTRICT –NORTH 24 PARGANAS , KOLKATA -700064. (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, administrators and assigns) OF THE OTHER PART.

**WHEREAS** The Said **Sri Becha Ram Ghosh(Owner)**, and his brother **Sri.Sunil Kumar Ghosh** son of Late Behari Lal Ghosh became the owner cum possessor of land by virtue of purchase 50% share of ad measuring 9.50 decimal(i.e 04.75dec) out of 19 Decimal comprising Dag No C.S.459 and R.S. Dag No.470 under C.S.Khatian 967,R.S. Khatian No.183 by virtue of registered sale deed(Bengali Kobala) copied deed Book No.- I,Vol.No.50,Pages 258 to 261,Being No.3715 For the year 1980 registered at Sub-Registered Office Cossipore DumDum purchase from Sri.Hriday Ch.Ghosh son of Late Bhutnath Ghosh of Jirangacha Police Station – Barasat. **And** 3/4 share of land measuring 14.25 decimal out of 19 Decimal comprised in R.S/L.R Dag No 470 under L.R.



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Khatian, Kri 414, Kri 12 and Kri 88 lying and situated at Mouza Chhotochandpur J.L.No 43 land by virtue of a registered Deed of Gift at A.D.S.R Bidhannagar copied in Book No-i, Volume No -11, Page from 2397 to 2417 Being No 07594 for the year 2012 .Accepted From my elder brother Sri.Sunil Ghosh, Sri.Ashim Ghosh and Sri.Gopal Ghosh ALL THAT piece and parcel of land admeasuring about 19 Decimal., be the same a little or more, comprised in R.S/L.R Dag No 470 under L.R. Khatian Kri 255, Kri 414, Kri 12 and Kri 88 lying and situated at Mouza Chhotochandpur J.L.No 43, R.S. No.122 under the local limits of Rajarhat Bishnupur II Gram Panchayat, under Police Station-Rajarhat with in jurisdiction A.D.S.R Rajarhat in the District of North 24 Parganas, The said Land owner mutated his name in the record of the concerned local authority B.L.&L.R.O under khatian No 255. **The Owner is the present and absolute owner of land measuring 19 Decimal.**

**WHEREAS** NOW the Land Owner being desirous of developing the land into a Residential-cum-Commercial Complex approached to the Developer, the latter being a reputed developer Company having vast experience in construction of multi-storeyed buildings, has agreed to develop and construct a building on the Said Property.

**Desire of the Development of the land & Acceptance:**

The Land Owner approached the Developer for joint Development.

**Registered General Power of Attorney:** For the smooth running of the said project, the Land owner herein has agreed to execute registered General Power of Attorney in favour of the Developer herein.

**DEFINITIONS :**

**Building:** shall mean multi storied building so to be constructed on the project property.

**Common Facilities:** shall mean entrance of the building, staircase, roof of the building, pump room, overhead water tank, water pump and motor and other facilities, which may be required for enjoyment, maintenance or management of the said proposed building by all occupiers of the said proposed building.

**Saleable Space:** shall mean the space within the building, which will available as units / flats / shops / garages, for independent use and occupation in respect of Owner's Allocation & Developer's Allocation as mentioned in this Agreement.



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LAND OWNER'S Allocation: more fully described in Second Schedule here in under written.

Developer's Allocation: shall mean all the remaining area of the proposed, multi storied building excluding LAND OWNER'S Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is more fully described under Third Schedule written herein below.

Architect / Engineer: shall mean such person or persons being appointed by the Developer.

Transfer: with its grammatical variations 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.

Building Plan: shall mean such plan or revised sanctioned plan for the construction of the said proposed multi storied building, which will be sanctioned by the concern authority in the name of the LAND OWNER / DEVELOPER for construction of the building, including its modification and amendment and alteration.

Built Up Area (For any Individual Unit) : Here Built up area means the area of covered area with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and sent percent area covered by the individual wall for the said unit.

Covered Area (For any Individual Unit) : Here covered area means total built up area for any unit plus proportionate share of stairs, lobby, and lift areas.

#### **LAND OWNER'S RIGHT & REPRESENTATIONS**

Indemnification regarding Possession & Delivery: The LAND OWNER is/are now seized and possessed of and / or otherwise well and sufficiently entitled to the project property in as it is condition and deliver physical as well as identical possession and to the Developer to develop the project property.

Free From Encumbrance: The Owner also indemnifies that the project property is free from all encumbrances and the LAND OWNER has marketable title in respect of the said premises.



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Be it noted that the Land Owner will hold symbolical possession of the land till the land owner is repossessed in the proposed allocation of the land owner.

**DEVELOPER / PROMOTER'S RIGHTS:**

**Authority of Developer:** The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their demarcate allocation or acquired right under this present agreement without creating any liabilities of the LAND OWNER.

**Right of Construction:** The LAND OWNER hereby grants permission and exclusive rights to the Developer to build new building upon the project property.

**Construction Cost:** The Developer shall carry total construction work of the proposed building at his/their own costs and expenses. No liability on account of construction cost will be charged from Owner's Allocation.

**Sale Proceeds of Developer Allocation:** The Developer will take the sale proceeds of Developer's Allocation exclusively.

**Booking & Agreement for Sale:** Booking from intending purchaser for Developer's Allocation will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the LAND OWNER as a Power of Attorney Holder. All the sales consideration of Developer's Allocation, either partly or wholly will be taken by the Developer and issue valid money receipts in his/their own names but without creating any liability on the Owner herein.

**Selling Rate:** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the LAND OWNER, and vice versa.

**Profit & Loss:** The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Owner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.



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Possession to the Owner: On completion of the project, the Developer will hand-over peaceful possession of the Owner's Allocation in full satisfaction and rights to the Owner with Possession Letters and will take release from the Owner.

Possession Letters will be signed by the Developer as the representative and Power of Attorney holder of the LAND OWNER.

Deed of Conveyance: The Deed of Conveyance will be signed by the Developer on behalf of and as representative and registered Power of Attorney Holder of the LAND OWNER.

**CONSIDERATION:**

Permission against Consideration: The LAND OWNER grants permission for exclusive right to construct the proposed building in consideration of Owner's Allocation to the Developer.

**DEALING OF SPACE IN THE BUILDING:**

Exclusive Power of Dealings of LAND OWNER: The LAND OWNER shall be entitled to transfer or otherwise deal with Owner's Allocation in the building and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the Owner's Allocation.

Exclusive Power of Dealings of Developer: The Developer shall be exclusively entitled to the Developer Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the LAND OWNER and the LAND OWNER shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

**POWER AND PROCEDURE:**

The LAND OWNER is executing Power of Attorney irrevocable up to the period of completion of the project in writing in favour of the Developer including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for Developer's Allocation as follows :-

To appear and represent before the authorities of corporation/ municipality/ panchayat, CESCO Ltd./W.B.S.E.D.C.L, Income Tax Department and/or Authorities under the Town and Country Planning Act, Airport Authority of India, Assurances of Kolkata, District Registrar Barasat, Additional



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District Sub-Registrar -Bidhannagar, and before all other statutory and local bodies as and when necessary for the purpose of construction of a new building and do all the needful as per the terms and conditions mentioned in this present Development Agreement for Registration of flats, shops, garage spaces including undivided, proportionate impartible share of land of Developer's Allocation.

To apply obtain, electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development, plans and also to submit and take delivery titles deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other agents and Sub-Contractor for the aforesaid purpose as the said attorney may deem fit and proper.

To defend possession, manage and maintain the said premises including the building to be constructed thereon.

To sign, verify and file application, forms, building plans and revised building plans for multi storied building, documents and papers in respect the said premises before statutory authorities for the purpose of maintenance, protection, preservation and construction of a building over and above the said premises.

To pay all Municipal/ panchayat and other Statutory Taxes, Rates and charges in respect of the said premises and building on behalf of the Owner and in the name of the Owner as and when the same will become due and payable.

To enter in to any Agreement for Sale, Memorandum of Understanding and / or any other instrument and document in respect of flat/s, units and / or car parking spaces within Developer Allocation in the said new building in favour of the intending purchaser/s except the area to be retained by the Owner in terms of the Agreement for Development. To take finance/loan in the name of the Attorney and/or any nominated purchasers of the attorney from any financial concern by depositing and mortgaging flat/flats/shops from Developer's Allocation and to sign in the papers and documents for the said purpose.

To receive the consideration money in cash or by cheque / draft in the name of attorney from the intending purchaser or purchasers for sale or booking of flat/s or units or car parking spaces and shall grant receipts thereof and to give full discharge to the purchaser/s as lawful representative.



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To execute necessary Deeds of Conveyance in favour of the intending purchasers for flats, shops / garages and car parking spaces within the Developer's Allocation by putting signature on behalf of the Owner and also to receive full and final consideration of the flats, shops/garages and car parking spaces within the Developer's Allocation and giving discharge to the intending purchasers by issuing money receipts in the name of the attorney.

To instruct the Advocate / Lawyer for preparing and / or drafting such agreements, instruments, documents and other such papers as per the terms and conditions agreed upon by both the parties in the present agreement as may be necessary for the purpose for sale of the flats / units and car parking spaces in the said building over and above the said premises.

To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning the said premises or any part or portion thereof.

To sign, declare and / or affirm any Complaint, Written Statement, Petition, Affidavit, Verification, Vokatnama, and Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to the said premises or in any way connected therewith.

That attorney will take all the necessary steps before the proper Registering Officer according to the condition mentioned in this present Agreement for Development.

To amalgamate analogous land and/or lands with the land of the land owner without disturbing and/or affecting land owner's interest under any situation whatsoever.

For all or any of the purposes herein before stated and to appear and represent the Owner before all concerned authorities having jurisdiction over the said premises as per the condition mentioned in the present Development Agreement.

The attorney will do the aforesaid act, deed and things regarding development of the land mentioned in the schedule of the present Agreement for Development,

**NEW BUILDING :**

Completion of Project: The Developer shall at his/their own costs construct and complete the proposed building with good and standard materials as may be specified by the Engineer of the Developer from time to time, within the stipulated time.



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Installation of Common Amenities : The Developer shall install and erect at the building at Developer's own costs and expenses, pump, water storage tank, overhead reservoir, electrification install permanent Electric Transformer or meter, electric connection from the CESC Ltd./W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided therein of the residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.

Architect Fees etc.: All costs, charges and expenses including Architect's fees, Engineer's fees, plan / revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the LAND OWNER shall bear no responsibility in this context.

**Municipal/Panchayat Taxes & Other Taxes of the Property:** The Developer shall pay and clear up all the arrears on account of municipal/panchayat taxes and outgoing of the said property up to the date of this agreement and the same to be continuing by the Developer till the date of completion of the construction and allocation.

The Developer shall carry if any land conversion required for this said premises at his/their own costs and expenses. No liability on account of any land conversion will be charged from Owner's Allocation.

From the date of completion and allocation of the floor area between the LAND OWNER and the Developer the Municipal/Panchayat taxes and other taxes payable for the said property shall be borne in proportion of the area of the Developer and the area of LAND OWNER, by the Developer and / or his nominees and the LAND OWNER and / or his nominee / nominees respectively.

Upkeep Repair & Maintenance : Upkeep repair and maintenance of the said building and other erection and / or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof

**PROCEDURE OF DELIVERY OF POSSESSION TO OWNER:**

Delivery of Possession: As soon as the building is completed, the Developer shall give written notice to the LAND OWNER requiring the LAND OWNER to take possession of the Owner's Allocation in the building and certificate of the Architect /L.B.S or the Municipality/Panchayat being provided to that



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effect. That the maximum period of delivery of Possession of Owner's Allocation will be within 48 **(forty eight) month** and **grace period of 6 (six) months** from the date of sanction of plan from the sanctioning authority and the precondition of such handing over of possession of owner's allocation is procurement of Completion Certificate of the said proposed project at the costs and expenses of the Developer herein.

Payment of Taxes: After 30 days from the date of service of such notice and at all times there after the **LAND OWNER** shall be exclusively responsible for payment of all Municipal/Panchayat and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Owners' Allocation only.

**Share of Common Expenses & Amenities :** As and from the date of delivery of possession, of the land owner's allocation in full and final in the said proposed building the LAND OWNER shall also be responsible to pay and bear and shall pay to the Developer / Flat Owner's Association, the service charges for the common facilities in the new building payable in respect of the Owner's Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

**COMMON RESTRICTION:**

Restriction of Owner and Developer in common : The Owner's Allocation in the building shall be subject at to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-



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Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.

Neither party shall demolish any wall or other structures in their respective allocations or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.

Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless (s) such party shall have observed and performed all the terms and conditions on their respective part to be observed and / or performed to the proposed transferee shall have given a written undertaking; to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.

Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws, byelaws and regulation.

The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of his/their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from and against the consequence of any breach.

No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.

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



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The LAND OWNER shall permit the Developer and its servants and agents with or without workman and other at all reasonable times to enter into and upon their Owner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and / or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

**The land owner or Developer shall have no right to mortgage the said land with any financial Institution or government concern during the continuation of the project.**

**OWNERS' OBLIGATION:**

No Interference:

The LAND OWNER hereby agrees and covenants with the Developer:

Not to cause any interference or hindrance in the construction of the building by the Developer.

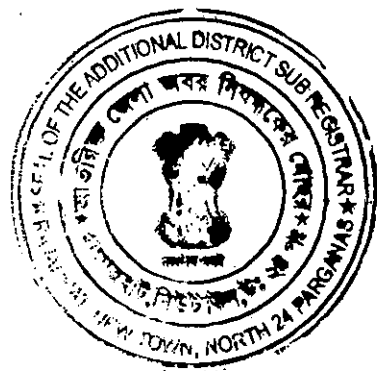
Not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and / or disposing of any of the Developer's allocated portion in the said proposed building.

Not to let out, grant, lease, mortgage and / or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

**DEVELOPER'S OBLIGATIONS:**

Supplementary Development Agreement: The Developer hereby agreed to execute a Supplementary Development Agreement within three (3) months after receiving the sanction plan in favour of land owner herein. The entire owner's allocation will be specifically described in that Supplementary Development Agreement.

No Violation: The Developer hereby agrees and covenants with the LAND OWNER not to violate or contravenes any of the provisions of rules applicable to construction of the said proposed building.



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Not to do any act, deed or thing, whereby the LAND OWNER is prevented from enjoying, selling, assigning and / or disposing of any Owner's Allocation in the building at the said premises vice versa.

**OWNER'S INDEMNITY**

Indemnity : The LAND OWNER hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer performs and fulfils the terms and conditions herein contained and / or its part to be observed and performed.

**DEVELOPER'S INDEMNITY:**

The Developer hereby undertake to keep the **LAND OWNER**

Indemnified against third party claims and actions arising out of any sort of act of occupation commission of the Developer's in relation to the construction of the said building.

Against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and / or for any defect therein.

**MISCELLANEOUS:**

Contract Not Partnership: The **LAND OWNER** and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the LAND OWNER and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

Not specified Premises: It is understood that from time to time facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the LAND OWNER and various applications and other documents may be required to be signed or made by the LAND OWNER related to which specific provisions may not have been mentioned herein. The LAND OWNER hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the LAND OWNER shall execute any such additional power of attorney and / or authorization as may be required by the Developer for any such purposes and the LAND OWNER



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also undertakes to sign and execute all such additional applications and other documents as the case may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Owner and / or against the spirit of these presents.

**Not Responsible:** The LAND OWNER shall not be held liable of any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer 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.

**Process of Issuing Notice :** 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 have been served on the LAND OWNER if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the LAND OWNER if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.

**Formation of Association:** After the completion of the said proposed building and after receiving peaceful possession of the allocation of him, the LAND OWNER hereby agrees 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 given their consent to abide by such rules and regulations.

**Name of the Building:** The name of the building shall be given by the Developer in due course.

**Right to borrow fund :** The Developer shall be entitled to borrow money at his/their risk and responsibility from any bank or banks or any financial institution without creating any financial liability on the LAND OWNER or affecting his estate and interest in the said premises it being expressly agreed and understood that in no event the LAND OWNER nor any of his estate shall be responsible and / or be made liable for payment of any due to such bank or banks and the Developer shall keep the LAND OWNER indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

**Documentation:** The LAND OWNER has delivered all the photocopies of the original title deeds & other documents relating to the said premises. If it is necessary to produce original documents



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before any authority for verification, the Owner will be bound to produce the same in original before any competent authority for inspection.

The developer had received all the necessary documents relating to the said premises. After searching all the documents, the developer is fully satisfied and they found the said premises is absolutely free from all encumbrances.

**Handover of Original Documents:** After completion of the project and handing over the Owner's Allocation, the LAND OWNER will be bound to handover all the documents in original regarding and associated with the project to the Developer and / or to the Association of the flat Owner. The Developer will obtain Completion Certificate (C.C.) from the authority concerned in respect of the aforesaid project at their own costs and expenses, before delivery of physical possession of the land owner's allocation in full and final.

**Electricity :-** The Developer shall carry total electricity installation work including transformer of the proposed building at his/their own costs and expenses. No liability on account of electricity installation work will be charged from Owner's Allocation.

**FORCE MAJEURE:**

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and / or any other act of commission beyond the reasonable control of the parties hereto.

**JURISDICTION:**

The Court of North 24 Parganas alone shall have the Jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto.

**AND WHEREAS** pursuant to the negotiations by and between the parties hereto and **SUBJECT TO** the necessary approval being granted by the competent authorities or proposed to be granted (to be



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persuaded by the Developer at its own costs and expenses) and also subject to the plan of the proposed development being sanctioned by the concerned authorities, the Land Owner has agreed to grant to the Developer and the Developer has agreed to accept from the Land Owner, exclusive rights of development of the Said Property upon the terms and subject to the conditions herein recorded.

**AND WHEREAS** both the parties involve herein, have agreed to a "**Scheme of Revenue Sharing**" under which the Land Owner has proposed to provide the Said Property and the Developer has agreed to mobilize fund either from its own resources and or by taking advance from the prospective purchasers and provide materials, equipments, manpower and other necessary accessories for construction of a **Said Building** comprising of apartments/units and other facilities as per the plan to be approved by the competent authority.

**AND WHEREAS** the Land Owner, in consideration of the Said Property as described in the Schedule below, shall be entitled to receive a net share of 40% (**Forty Percent**) of the sale proceeds that will pertain to the sale of apartments/units in the **Said Building together with** sale of parking spaces as well as un-demarcated and undivided proportionate share of the Said Property proportionate to such said 40% (**Forty Percent**) share accrued thereto, out of the entire sale proceeds acquired in respect of the Said Property. Such 40% (**Forty Percent**) of the sale proceeds/revenue shall be paid by the Developer in favour of the Land Owner from time to time . On the other hand, the Developer (having selling rights) shall be entitled to receive a net share of the balance/remaining 60% (**Sixty Percent**) of the sale proceeds that will pertain to the sale of apartments/units in the **Said Building TOGETHER WITH** sale of parking spaces as well as un-demarcated and undivided proportionate share of the Said Property, proportionate to such said 60% (**Forty Percent**) share accrued thereto, out of the entire sale proceeds acquired in respect of the Said Property. Therefore, the sharing of sale proceeds between the Land Owner and Developer with regard to selling of apartments/units, parking spaces and un-demarcated and undivided proportionate share in respect of the Said Property shall be in 40:60 (**Forty : Sixty**) ratio.



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Rajarhat, New Town, North 24 Parganas

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**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**DEFINITION:**

In these presents unless contrary hereto or repugnant thereto the following expressions shall have the following meanings:

- i. **LAND OWNER** shall mean the present owner SRI BECHA RAM GHOSH (PAN: AUBPG3880H) Of Chotochandpur, P.O – Rajarhat Bishnupur ,Police Station – RAJARHAT,UNDER RAJARHAT BISHNUPUR GRAM PANCHAYET-II, District -24 Parganas (N)
- ii. **DEVELOPER** shall mean TORQUE REALTY PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 93, Dr. Suresh Chandra Banerjee Road, Kolkata – 700 010, Police Station Beliaghata
- iii. **SAID PROPERTY** shall mean **ALLTHAT** piece or parcel of Danga land admeasuring 19 Decimal., be the same a little or more, comprised in Dag No.R.S./L.R.470 under L.R.Khatian No. Kri 255,Kri 414,Kri 12 and Kri 88 lying and situated at Mouza Chhotochandpur J.L.No 43,R.S. No.122 under the local limits of Rajarhat Bishnupur II Gram Panchayat,under Police Station-Rajarhat with in jurisdiction A.D.S.R Rajarhat in the District of North 24 Parganas more fully and particularly described in the **SCHEDULE** written hereunder;
- iv. **THE BUILDING PLAN** shall mean and include necessary maps or plans drawn prepared by the Developer's architects and to be sanctioned by the competent authorities with such alteration or modification as may be made by the Developer for the construction of a Said Building at the Said Property, more fully described in the Schedule hereunder;
- v. **COMMON AREAS FACILITIES AND AMENITIES** shall mean the boundary wall and include corridors, staircases, lifts, passages, other open spaces, and facilities required for enjoyment, maintenance and/ or management of the new building/building complex to be constructed on the land of the Said Property;
- vi. **SALEABLE SPACE** shall mean the space/apartments/units in the new building complex available for independent use and occupation along with the proportionate share of land and common areas and facilities of the building/building complex;



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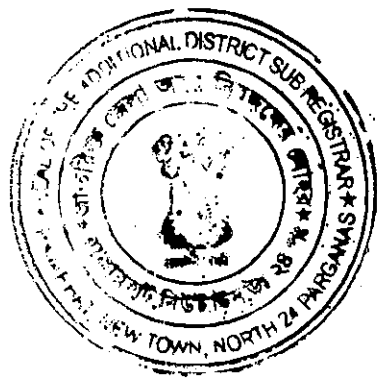
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- vii. **LAND OWNER'S ALLOCATION** shall mean receiving 40% (Forty Percent) of the sale proceeds/revenue that will pertain to the sale of apartments/units in the Said Building together with sale of parking spaces as well as un-demarcated and undivided proportionate share of the Said Property proportionate to such said 40% (Forty Percent) share accrued thereto, out of the entire sale proceeds acquired in respect of the Said Property on REVENUE SHARE basis. Such 40% (Forty Percent) of the sale proceeds/revenue shall be paid by the Developer in favour of the Land Owner from time to time .
- viii. **DEVELOPER'S ALLOCATION** shall mean receiving the balance/remaining 60% (Sixty Percent) of the sale proceeds that will pertain to the sale of apartments/units in the Said Building together with sale of parking spaces as well as un-demarcated and undivided proportionate share of the Said Property proportionate to such said 60% (Sixty Percent) share accrued thereto, out of the entire sale proceeds acquired in respect of the Said Property on REVENUE SHARE basis.
- ix. **THE ARCHITECT** shall mean such person or persons/organization who may be by appointed by the Developer for designing and planning of the building.
- x. **ADVOCATE** shall mean such persons/organization who may be appointed by the Developer.
- xi. **TRANSFER** with its grammatical variations shall include transfer by possession and by and other means adopted for effecting transfer of space under the law.
- xii. **BUYER/TRANSFeree** shall mean a person or persons to whom any space in the new building shall be transferred by the Developer.
- xiii. **WORDS IMPORTING SINGULAR** shall mean plural and vice versa and masculine gender shall also include feminine and neuter gender.

### **REPRESENTATIONS**

Prior to the execution of these presents, the Land Owner hereby represents to the Developer as follows:

1. (a) The Land Owner is the absolute Land Owner of the Said Property free from all encumbrances; (b) The Land Owner has not entered into any agreement or agreement for sale or created any mortgage or encumbered with anybody in respect of the Said



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Property;(c) The Said Property is free from all encumbrances, charges, liens, suits, **lispendens**, attachments, trust whatsoever; (d) The Said Property is not affected by any attachment including attachments under any Certificate Case or any proceedings started at the instance of the Income Tax and Wealth Tax Authorities or Government Authorities under the Public Demand Recovery Act or otherwise whatsoever (e) There are no Certificate Case or proceedings pending against the Land Owner for realization of arrears of Income Tax or other taxes or otherwise under the Public Demand Recovery Act or any other Act for the time being in force (f) The Said Property is not affected by any notice or scheme of local authority or any other authority, Metropolitan Development Authority or the Government or any other public body or bodies, (g) No Declaration has been made or published for the acquisition of the Said Property or any part thereof under the Land Acquisition Act for the time being in force for the acquisition of the Said Property, (h) The Said Property or any portion thereof is not affected by any notice for acquisition or requisition under the Defence of India Act or Rules, framed thereunder or any other acts or enactments whatsoever, (i) There is no impediment under provisions of the Urban Land (Ceiling & Regulation) Act, 1976 or transferring and conveying the Said Property by the Land Owner and there is no excess vacant land in the hands of the Land Owner under the said Act, (j) There are no other adjacent plot Land Owner/s or any other person/s having any pre-emptive right with respect to the Said Property.

2. The Land Owner is absolutely seized and possessed of and/or sufficiently or otherwise well entitled to the Said Property and the Land Owner are fully aware that relying on such representation the Developer has agreed to enter into this agreement.
3. The Land Owner hereby further represents to the Developer that at the time of construction they will fully co-operate for smooth construction.
4. All the local body rates, taxes, and outgoings prior to the handing over the vacant and peaceful possession of the Said Property by the Land Owner to the Developer shall be borne by the Land Owner.
5. The Land Owner has a clear and marketable title in respect thereof.
6. The Land Owner has full and absolute right to enter into this agreement.
7. There is no subsisting Agreement for Sale or Agreement for Development in respect of the Said Property.



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The Developer on its part has conducted necessary searches in the office of the concerned department and upon being satisfied of the marketability of the title of the Said Property has agreed to develop and construct/cause to be constructed a residential-cum-commercial complex. **HOWEVER**, if any agreement/deed/document with regard to the Said Property comes to the knowledge of either the Land Owner/the Developer subsequent to the date execution of this Agreement, such agreement/deed/document shall be considered null and void and any person raising any claim or benefit accruing therefrom shall not be accepted.

#### **THE BUILDING:**

The Developer shall construct the **Said Building/Complex** comprising of apartments/units as per approval including common area on the ground floor, boundary wall, gate etc. at its own responsibility, cost and expenses on account of all the required labours, materials, equipments, fixtures, fittings, utilities and other amenities/facilities strictly as per approved design and other amenities as the Proposed Specifications provided in the 2<sup>ND</sup> SCHEDULE of this Agreement.

#### **DELIVERY OF THE SAID PROPERTY:**

The Land Owner shall hand over the vacant possession of the said schedule property immediately from the date of execution of this Agreement.

#### **DECLARATION**

The Land Owner undertakes and declares that the Said Property is not mortgaged and/or hypothecated to any bank or financial authority and that the same is free from all encumbrances at time of signing of this Agreement.

#### **STRUCTURAL DESIGN AND DRAWING**

The Developer shall, within 60 days from the date of signing of Joint Venture Agreement Development and appointment of the Power of Attorney by the Land Owner, prepare the complete structural drawing and design of the proposed building and submit for sanction to the competent authority.

The Developer shall be responsible for the soundness of architectural, structural, electrical, plumbing and sanitary drawing and design as well as adequate natural calamity safety measures in the design & also the implementation of the same. The Developer shall bear the necessary cost for the said assignments.



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## SHARE & DEPOSIT

In consideration of the Land Owner granting exclusive rights of development to the Developer under this Agreement, the Developer shall pay to the Land Owner, a refundable amount of Rs. 10,00,000/- (Rupees Ten Lakhs Only) as "Initial Deposit" and the said total consideration amount shall be paid in the manner following:

- (a) Rs. 5,00,000/- (Rupees Five Lakhs Only) on the execution of the Development Agreement;
- (b) The balance consideration of Rs. 5,00,000/- (Rupees Five Lakhs Only) to be paid to the Land Owner upon within one month upon obtaining sanction of the building plan.
- (c) That the Initial Amount <sup>Refundable</sup> received will be adjusted from the LAND OWNERS Share as agreed upon mutually. ^

Both the Land Owner and the Developer agree that in the Building Complex, the parties shall be entitled to the following allocations of sale proceeds:

- i. The Land Owner shall have 40% (Forty Percent) share in respect of the entire sale proceeds collected by selling, disposing and alienating the all saleable apartments/units and parking spaces (both covered and open) proportionately TOGETHER WITH the said 40% (Forty Percent) share in the undivided and un-demarcated common areas and installations ALONGWITH the said 40% (Forty Percent) share in the Said Property; Such 40% (Forty Percent) payment of the sale proceeds/revenue shall be paid by the Developer in favour of the Land Owner from time to time as per the payment terms agreed between themselves. The Land Owner shall, however, make a monthly adjustment of an amount equivalent to 20 % of the revenue earned (vide cheque) by it to the Developer towards reimbursing the "initial deposit" as laid down in the preceding Clause of "SHARE & DEPOSIT".
- ii. The Developer shall have the balance/remaining 60% (Sixty Percent) share in respect of the entire sale proceeds collected by selling, disposing and alienating the all saleable apartments/units and parking spaces (both covered and open) proportionately TOGETHER WITH the said balance/remaining 60% (Sixty Percent) share in the undivided and un-demarcated common areas and installations ALONGWITH the balance/remaining 60% (Sixty Percent) share in the Said Property;
- iii. In case of any additional area (both ground coverage wise and floor wise) apart from the initially sanctioned building plan of the proposed project, the sale proceeds of such additional



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and saleable space/area shall be allocated in the same 40:60 (Forty: Sixty) ratio as agreed upon between the parties herein above.

### **REALIZATION OF SALE PROCEEDS AND ESCROW ACCOUNT**

Upon sale of the apartments/units (including all saleable areas), the Developer shall be entitled to receive the entire sale proceeds in its name including earnest money, part payments, consideration, deposits and other amount which shall be deposited every month within 10<sup>th</sup> of the following month and will pay 40% share of revenue to LAND OWNER respectively.

- i. Address the respective income tax liability separately.

However, the Developer shall collect and deposit the GST (as applicable) against the sale proceeds to the office of the concerned department and TDS provide the duly signed receipts to the Land Owner.

### **CHARGES PRIOR TO CONSTRUCTION:**

That in order to ensure the implementations and unhindered construction of the Project, the Land Owner shall make payments of Ground Rent (land revenue), Holding Tax, Electricity bills and other Bills up-to-date of signing of this Agreement.

### **CHARGES DURING CONSTRUCTION**

All applicable taxes, bills and charges of the Government and other concerned authorities (including Land Revenue Department) and any escalation thereof DURING the period from the date of taking over possession of vacant land (from the Land Owner) till the date of handing over possession of all the apartments/units to the Land Owner/prospective Buyers shall be borne by the Developer.

### **LAND OWNER'S OBLIGATIONS**

- i. The Land Owner shall make out the marketable title to the Said Property free from all encumbrances and reasonable doubts.
- ii. The Land Owner shall give an irrevocable right, subject to the satisfactory performance as agreed upon, to the Developer to construct buildings along with right to sell the units in the Said Building to the prospective purchasers, on Land Ownership basis or otherwise and to appropriate the sale proceeds from the prospective Purchasers.



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- iii. It is specifically agreed that the Land Owner shall through the Developer's Architects submit plans for sanctioning of lay out for construction of buildings and/or other structures on the Said Property or any part or portion thereof.
- iv. The said plans shall be prepared by the Architects of the Developer and at the costs of the Developer and the Land Owner shall submit only such plans as are prepared by the Developer through their Architects and copy of the finally approved plan shall be given to the Land Owner.
- v. The Land Owner shall allow free ingress to and egress from the Said Property to the Developer's servants, employees, sub-contractors and all other persons, who are necessary in connection with the carrying out of the works under the agreement.
- vi. The Land Owner shall keep the Developer indemnified against all suits, proceedings, claims or demands, costs, charges and expenses arising out of the acts of the Land Owner or relating to the title of the Said Property, in any manner whatsoever or arising out of the Agreement.

#### **DEVELOPER'S RIGHTS**

That in order to implement the project effectually and completely and facilitate the transfer of Developer's Allocation apartments/units, car parking and proportionate shares in the Said Property, the Developer shall on and from the date of execution and signing of this Agreement, be at liberty to do, execute and perform at its free will all that acts, deeds and things as may be found reasonable and expedient:

- i. To prepare and publish prospectus, profiles, forms, leaflets and brochures of or about the project and advertise/market and sale of the transferable land shares and the apartments/units and car parks.
- ii. To receive advances against and/or payments in full of the value payable by the Investors as price of the land shares and costs and charges for the complete construction of the apartments and car parks allotted to them.
- iii. To cancel an allotment and rescind any agreement with any Allottee/Buyer in case of his default in payment of the value or Installment within the time specified for same and his



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insolvency or detection of any fraud being practiced by him and to re allot the said Developer to some other Allottee/Buyer.

### DEVELOPER'S OBLIGATIONS

- i. The Developer shall at its own costs raise/erect building/building complex/proposed project as per the sanctioned building plan/s of the concerned authority/ies.
- ii. Within 48 (Forty Eight) months' from the date of sanction of the plan by the concerned authority/authorities, the Developer shall erect and complete the building in all respect in accordance with the direction of the Architect so appointed for the new construction of the said building so as to be fit for occupation subject however to force majeure and/or provision extension of period as mentioned in Clause of this Agreement. The period can be extended for a further period of **6 (Six) months**.
- iii. The Developer shall comply with all requirements for the concerned authorities and other local authorities relating to the construction of the said building on the Said Property and shall obtain all necessary approvals from the developing and/or planning authorities as and when required at the its own cost in the name and on behalf of the Land Owner.
- iv. The Developer shall, at its' own cost, be entitled to put up boundary around the Said Property.
- v. The Developer shall also install and provide such facilities that may be required to be provided according to the statutory bye laws and regulations of the concerned local authority and/or other competent authority.
- vi. The Developer shall be under obligation to apply for and obtain completion certificate and occupancy certificate from the concerned local authority and the Land Owners' shall have no financial liability on such account.
- vii. The Developer shall be authorized by the Land Owner to apply for and obtain temporary and/or permanent connection of water, electricity, gas and/or other inputs and facilities required for the new building.



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- viii. For any addition, alteration, modification, change or deviation in the construction of the new building, approval of the concerned local authority and other authorities as the case may be has to be obtained by the Developer and it will be solely responsible for such regulation at its own costs **PROVIDED HOWEVER** the Land Owners shall render all assistance to the Developer in this regard as and when necessary for better development.
- ix. The construction of the new building shall be made as per the specifications approved by the Architect.
- x. The Developer shall indemnify the Land Owner in respect of all claims, damages or expenses payable in consequence to any injury to any employee, workman, nominee, invitee while in or upon the Said Property. The Land Owner shall also be responsible for any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, foot-paths, bridges or ways as well as all damages caused to the buildings, and work forming the subject to this contract by frost, rain, wind or other inclemency of weather.

xi. **INDEMNITY BY DEVELOPER**

The Developer hereby indemnifies and undertakes to keep the Land Owner unaffected, harmless, non-labile, for whatsoever:

- (a) That during the development and construction of the proposed project as agreed upon in transaction with third party, allottees, prospective purchaser/(s), unique space in the building proposed to be constructed.
- (b) For all Statutory liabilities, GST, TDS, Levies, fees, taxes as may be payable now or in future to be paid by the Developer exclusively.
- (c) For any suit dispute payable for any third party including allottees, prospective purchasers, suppliers, contractors, consultant which will be settled by the Developer at its cost without injuring the interest rightly with the Land Owner in title of the property thereby.
- (d) That it is further agreed that prior to handing over peaceful vacant and fully habitability of the project and satisfying the realisation of the Amount/Amounts receivable by the Land Owner are agreed upon hereinabove. No person/persons of the project/property shall be handed over to the third party prior to the written consent of the Land Owner.



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**NOTWITHSTANDING** anything contained in the preceding clauses, it is specifically agreed by and between the parties hereto that, after execution hereof the Developer shall be entitled to put up fencing around the Said Property or any portion or portions thereof, for the purpose of preventing any possible encroachment and shall also be entitled to put up fencing around the portions of the property in occupation of the unauthorised occupation, if any. The Developer shall also make arrangements for guarding the Said Property and preventing any encumbrance or encroachment by trespassers or unauthorised persons upon the Said Property or any part or portions thereof. All costs, charges and expenses in respect of the above shall be mutually borne by both the parties.

### **CONSTRUCTION PERIOD AND DELAY**

The construction and development of the Said Property shall be completed within 48 (Fourty Eight) months' from the date of sanction of plan from the sanctioning authority. This period can be extended for a further period of 6 (Six) months' subject to FORCE MAJEURE reasons. HOWEVER if the Developer still fails to complete the construction work within the stipulated period of (48) Fourty Eight months + 6 (six) months, the Developer shall compensate the Land Owner as per mutual agreement between the contracting parties. If at any time, after the execution of this Agreement, either party fails/neglects to carry out its obligations under this agreement, the other party shall become entitled to claim all losses and damages suffered by the defaulting party.

### **UNSOLD AREA**

In the event any space or unit belonging to either party remains unsold after expiry of 12 (Twelve) months' from the date of completion of the project and the grant of completion certificate thereof by the concerned authority, the said space/unit shall be divided and allocated between the Land Owner and the Developer in the 40:60 (forty: sixty) ratio i.e., 40% in favour of the Land Owner and 60% in favour of the Developer.

### **AGREEMENT WITH TRANSFERREES/BUYERS**

The Developer, by the Power Of Attorney shall have the right to negotiate, sell, resell, lease out, let out and enter into agreement for the purpose of transferring and disposing of the apartments alongwith the total car parking spaces with undivided and un-demarcated proportionate piece of land



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in the project on the basis of the approved plan at a price to be determined by the Developer and to receive money from the prospective buyer and to acknowledge and give receipt.

#### **COST OF TRANSFER OF DEVELOPER APARTMENTS**

The cost of stamp duty, transfer fee, registration fee and other miscellaneous expenses for transfer of the Said Property **ALONGWITH** proportionate car parking space and with proportionate share of land to the Buyers shall be borne by the Buyers/Transferees.

#### **INCLUSION/ADDITION OF TERMS AND CONDITION OF AGREEMENT**

That any point omitted in this agreement may be included or added subsequently in this agreement only if agreed upon by mutual consent of both the Land Owner and the Developer and be in writing and it shall be treated as part of this agreement.

#### **FORCE MAJEURE**

If for any Force Majeure reason i.e. Acts of God, like natural calamity earthquake, flood, or civil unrest, famine, war, military operations of any nature blockade or damage, injury or loss due to fire, accident, mob violence attack from the air of any other major disturbances or for reasons that are beyond control of the Developer, any difficulty arises, the parties shall mutually make such arrangement(s) that may be fair and just as per circumstances.

#### **DISPUTE AND ARBITRATION:**

That in case of any dispute between the parties regarding this agreement, it is agreed that the dispute will be resolved amicably between the two parties and supplementary agreements may be subsequently made to mitigate the matter. If the parties are unable to resolve the dispute, the same shall be referred to Arbitrators appointed in a manner hereinafter provided;

The party raising the dispute shall serve a notice upon the other party advising that a dispute or difference has arisen and nominate in that notice its own arbitrator. The party receiving the notice shall, within 30 (thirty) days after receiving such notice, nominate its arbitrator and intimate the other party. The Arbitrators so appointed shall appoint a third arbitrator or an Umpire. The award of the arbitrators or the Umpire (as the case may be) shall be final, conclusive and binding upon the parties thereto. The venue of arbitration shall be decided by the arbitrators having regard to costs and convenience of the parties.



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**ASSIGNMENT**

This Agreement cannot be assigned or transferred to any third party without the consent of the either party in writing.

**ENTIRE AGREEMENT**

The parties hereto acknowledge, declare and confirm that this Agreement represents the entire Agreement between them. Any alteration, addition, or modification hereto shall not be valid and binding, unless the same is in writing and signed by or on behalf of both the parties.

**COPIES OF AGREEMENT**

**1(One) Copy** of this Agreement shall be executed and each party shall have the right to retain 1 representative copy.

**GOVERNING LAW**

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of Union of Republic of India.

**JURISDICTION**

This Agreement shall be subject to the jurisdiction of the Courts at Kolkata only.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(SAID PROPERTY)**

**ALL THAT** piece or parcel of Danga land admeasuring 19 Decimal., be the same a little or more, comprised in Dag No.R.S./L.R.470 under L.R.Khatian No. Kri 255,Kri 414,Kri 12 and Kri 88 lying and situated at Mouza Chhotochandpur, J.L.No 43, R.S. No.122 under the local limits of Rajarhat Bishnupur II Gram Panchayat, under Police Station Rajarhat with in jurisdiction A.D.S.R Rajarhat in the District of North 24 Parganas and the said premise is butted and bounded as follows:-

**ON THE NORTH** : By R.S Dag/L.R.Dag No -467  
**ON THE SOUTH** : By 30Ft Wide PWD Road  
**ON THE EAST** : By R.S Dag/L.R.Dag No -469  
**ON THE WEST** : By 20Ft Wide Panchayat Road.



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SECOND SCHEDULE ABOVE REFERRED TO  
PROPOSED SPECIFICATIONS

Foundation : RCC Foundation.  
Super Structure: Reinforced Cement Concrete Framed Structure.  
Walls : Brick Masonry.

ROOMS

Floor : Ceramic Tiles in Living/Dining Area & Bedroom.  
Wall : Plaster of Paris finish.

KITCHEN

Floor : Ceramic Tiles.  
Counter : Black Granite Counter Top.  
Sink : Stainless Steel Sink.  
Dado : Ceramic Tiles.

TOILETS

Floor : Ceramic Tiles.  
Dado : Glazed Tiles.  
W. C. : European type of Jaguar/ Parryware or similar Brand.  
Wash Basin : Jaguar/Parryware or similar reputed brand.  
Fittings : Jaguar /Parryware.  
Door Frame : Wooden Frame.

Shutter : Flush Door (Decorative main Door)  
Windows : Sliding Aluminium (Anodized)  
Electrical : Concealed Copper wiring Reputed modular switches (Crabtree/equivalent.)

Power Supply : Through WBSEB network.

Generator : Power Back up – 24x7

Lift : Reputed Brand.

Staircase /Lobby : Spacious staircase, elegant lobby and floor corridors with good quality marble/kotastone/granite.

Water Supply : 24x7 captive water supply.

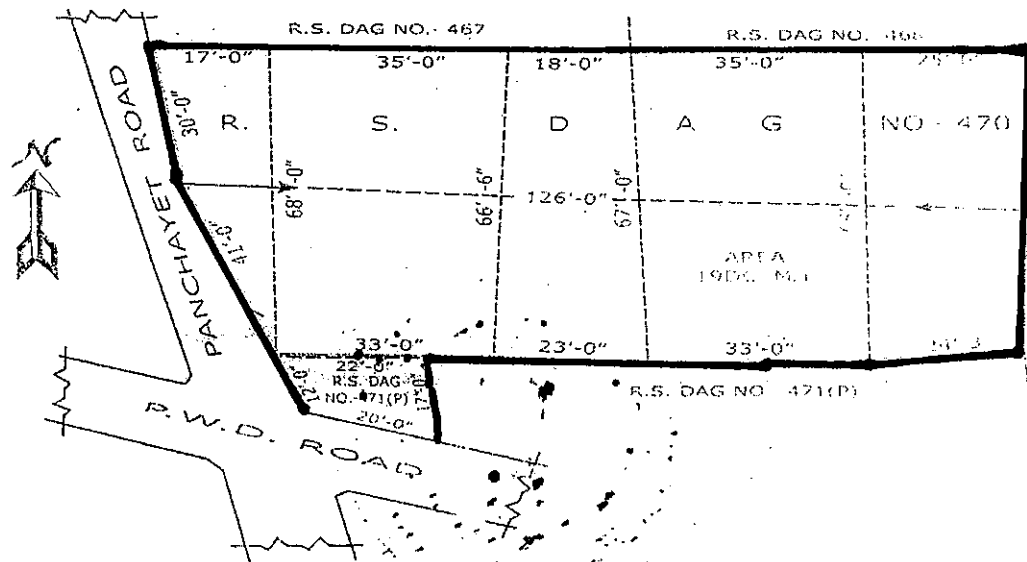


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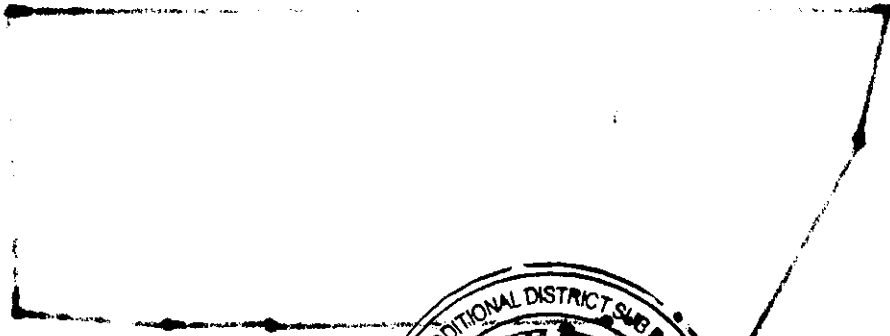
# SITE PLAN

SITE PLAN OF R.S. DAG NO. - 470, AT MOUZA - CHOTKHANDPUR,  
 J.L. NO. - 43, R.S. NO. - 122, L.R. KH. NO. - 255, P.S. - RAJARHAT DISTRICT,  
 NORTH 24 PARGANAS (UNDER RAJARHAT-BISHNUPUR II NO. GRAM  
 PANCHAYET). *Kri. Kh - 255, Kri. 414, Kri. 12* SCALE: 1" = 100'  
 AREA OF LAND (19DC) M/L (IN RED COLOUR) *Kri - 88*  
 R.S. DAG NO. - 471(P), KHASH LAND OF OWNER  
 GIVEN FOR ENTRANCE.  
 OWNER : BECHA RAM GHOSH.



Udipi,  
 29/7/2017  
 Chief Surveyor  
 145, Nalbari & Survey  
 Chhatraclandpur, Balasore  
 Regd No 18121

Rajaram Ghosh



Additional District Sub-Registrar  
Rajarhat, New Town, North 24 Pgs

17 AUG 2017

IN WITNESS WHEREOF, We have executed this Agreement for Development & Power Of Attorney on this day as mentioned above.

SIGNED AND DELIVERED for and on behalf of the SELLER, in the presence of:

*CS 68 482 CS 108*

LAND OWNER:

SIGNED AND DELIVERED for and on behalf of the within named TORQUE REALTY PRIVATE LIMITED, by its Director, SRI ABHISHEK PODDAR in the presence of:

TORQUE REALTY PVT. LTD.

*Abhishek Poddar*

DIRECTOR

TORQUE REALTY PRIVATE LIMITED

DEVELOPER:

*Read over explanation by Bengali*

*Santosh Ghosh*

DRAFTED BY ME:-

*Sougata Ghosh,*  
*Adv.*

*WB 1946/99.*  
*Chinsurah Judges Court.*

WITNESSES:-

*1. Santosh Ghosh*  
*at Choto Chamepur*  
*P.S. Rajarhat*  
*Vol. 135*

*Subhanshu Ghosh*  
*Chhatrahandpur*  
*Rajarhat Bilshur*  
*Vol. 135*

*Suman Ghosh*



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RECEIPT AND MEMO

Received from the DEVELOPER an amount of Rs. 5,00,000/- (Rupees Five Lakhs Only), towards execution of this Agreement and part payment of the INITIAL DEPOSIT for Development And Sale of the property as described in the above Schedule in the manner as follows:

<u>CHEQUE NO.</u>	<u>DATED</u>	<u>DRAWN ON</u>	<u>AMOUNT (IN RS.)</u>
000449	17/08/2017	HDFC BANK	5,00,000/-
<u>TOTAL</u>			5,00,000/-
...			
...			

*0468488 0482*

LAND OWNER

Witnesses:

1. *Suman Ghosh*
2. *Subhasish Ghosh*
3. *Suman Ghosh*



Additional District Sub-Registrar  
Rajarhat, New Town, North 24-Pgs

17 AUG 2017



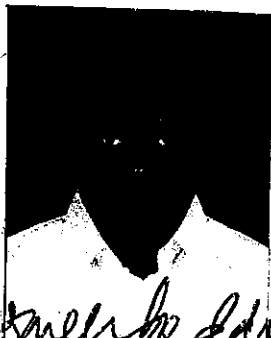










SIGNATURE OF THE  
PRESENTANT /  
EXECUTANT / SALLER/  
BUYER/CAIMENT  
WITH PHOTO

# UNDER RULE 44A OF THE I.R. ACT 1908












N.B. -

LH BOX - SMALL TO THUMB PRINTS



R.H. BOX - THUMB TO SMALL PRINTS

 <i>Abmsheddin</i>	LH					
	RH.					

ATTESTED :- *Abmsheddin*

 <i>Abmsheddin</i>	LH					
	RH.					

ATTESTED :- *Abmsheddin*

 PHOTO	LH					
	RH.					

ATTESTED :-



Additional District Sub-Registrar  
Rajarhat, New Town, North 24-Pgs

17 AUG 2017


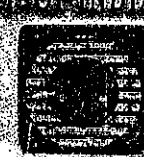

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

BECHARAM GHOSH  
BIHARI LAL GHOSH  
01/01/1955

Permanent Account Number  
**AUBPG3880H**

Signature

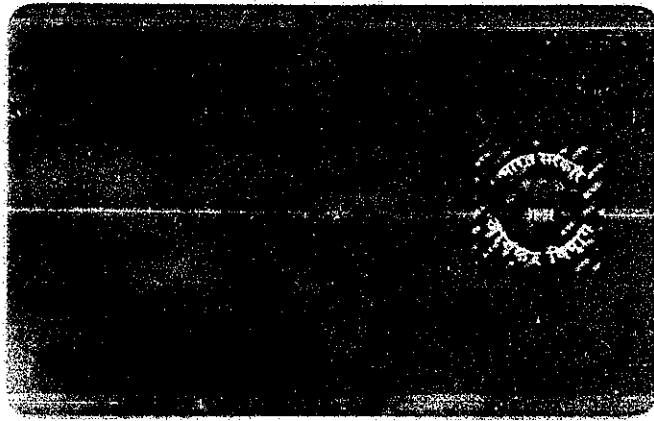


रजिस्ट्रार ऑफ़ कंपनियों

Income Tax PAN Section, Unit 309/101  
Plot No. 2, Sector 1, CHD Indraprastha,  
New Mumbai - 400 612

आयकर विभाग (पुणे) कसबा नवसिद्धी, पुणे  
आयकर विभाग (पुणे) कसबा नवसिद्धी, पुणे  
प्लॉट नं. २, सेक्टर १, चिडप्रास्था, नवी मुंबई  
नवी मुंबई - ४०० ६१२





TORQUE REALTY PVT. LTD.

*[Handwritten signature]*

DIRECTOR





*Subson*





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

GRN: 19-201718-005885330-1 Payment Mode Online Payment  
GRN Date: 17/08/2017 11:38:02 Bank : ICICI Bank  
BRN : 1274356073 BRN Date: 17/08/2017 11:40:30

DEPOSITOR'S DETAILS

Name : TORQUE REALTY PRIVATE LIMITED Id No. : 15231000288192/3/2017  
[Query No./Query Year]  
Contact No. : Mobile No. : +91 9903945706  
E-mail : accounts@magnoliainfrastructure.in  
Address : 93DRSCBANERJEE ROAD KOLKATA 700010  
Applicant Name : Mr ABHISHEK PODDAR  
Office Name :  
Office Address :  
Status of Depositor : Others  
Purpose of payment / Remarks : Sale Development Power of Attorney Payment No 2

PAYMENT DETAILS

Sl No.	Identification No.	Head of A/C Description	Head of A/C	Amount [ ₹ ]
1	15231000288192/3/2017	Property Registration-Stamp duty	0030-02-103-003-02	10001
2	15231000288192/3/2017	Property Registration-Registration Fees	0030-03-104-001-16	5021

In Words : Rupees Fifteen Thousand Twenty Two only

Total

15022



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

17 AUG 2017

### Major Information of the Deed

Deed No :	I-1523-08323/2017	Date of Registration	18/08/2017
Query No / Year	1523-1000288192/2017	Office where deed is registered	
Query Date	16/08/2017 5:21:48 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	ABHISHEK PODDAR 93 Dr Suresh Chandra Banerjee Road, Thana : Beliaghata, District : South 24-Parganas, WEST BENGAL, PIN - 700010, Mobile No. : 9903945706, Status :Buyer/Claimant		
Transaction	Additional Transaction		
[0139] Sale, Development Power of Attorney	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 5,00,000/-	Rs. 82,90,908/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,101/- (Article:48(g))	Rs. 5,021/- (Article:E, E, B)		
Remarks			

### Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-II, Mouza: Chhot Chandpur

Sch No	Plot Number	Khatlan Number	Land Use		Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1	LR-470	LR-255	Bastu	Shali	4.75 Dec	1,25,000/-	20,72,727/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L2	LR-470	LR-88	Bastu	Shali	4.75 Dec	1,25,000/-	20,72,727/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L3	LR-470	LR-12	Bastu	Shali	4.75 Dec	1,25,000/-	20,72,727/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L4	LR-470	LR-414	Bastu	Shali	4.75 Dec	1,25,000/-	20,72,727/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
		<b>TOTAL :</b>			<b>19Dec</b>	<b>5,00,000 /-</b>	<b>82,90,908 /-</b>	
		<b>Grand Total :</b>			<b>19Dec</b>	<b>5,00,000 /-</b>	<b>82,90,908 /-</b>	

### Principal Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	<b>BECHA RAM GHOSH</b> Son of Late BEHARILAL GHOSH CHHTOCHANDPUR, P.O:- RAJARHAT BISHNUPUR, P.S:- Rajarhat, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700135 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AUBPG3880H, Status :Individual, Executed by: Self, Date of Execution: 17/08/2017 , Admitted by: Self, Date of Admission: 17/08/2017 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/08/2017 , Admitted by: Self, Date of Admission: 17/08/2017 ,Place : Pvt. Residence



**Attorney Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>TORQUE REALTY PRIVATE LIMITED</b> 93 Dr Suresh Chandra Banerjee Road, P.O:- BELIAGHATA, P.S:- Beliaghata, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700010 , PAN No.:: AAECT8630N, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>ABHISHEK PODDAR (Presentant)</b> Son of MILAN PODDAR 93 Dr Suresh Chandra Banerjee Road, P.O:- BELIAGHATA, P.S:- Beliaghata, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700010, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APWPP9058E Status : Representative, Representative of : TORQUE REALTY PRIVATE LIMITED (as DIRECTOR)

**Identifier Details :**

Name & address
TAPAN KUMAR GHOSH Son of Late P GHOSH BISHNUPUR, P.O:- R BISHNUPUR, P.S:- Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN - 700135, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of BECHA RAM GHOSH, ABHISHEK PODDAR

**Land Details as per Land Record**

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-II, Mouza: Chhot Chandpur

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 470(Corresponding RS Plot No:- 470), LR Khatian No:- 255	Owner:বেচারাম ঘোষ, Gurdian:বিহারীলাল ঘোষ, Address:নিজ, Classification:বাগান, Area:0.05000000 Acre,
L2	LR Plot No:- 470(Corresponding RS Plot No:- 470), LR Khatian No:- 88	Owner:গোপাল ঘোষ, Gurdian:বিহারীলাল ঘোষ, Address:নিজ, Classification:বাগান, Area:0.05000000 Acre,
L3	LR Plot No:- 470(Corresponding RS Plot No:- 470), LR Khatian No:- 12	Owner:অসিম ঘোষ, Gurdian:বিহারীলাল ঘোষ, Address:নিজ, Classification:বাগান, Area:0.05000000 Acre,
L4	LR Plot No:- 470(Corresponding RS Plot No:- 470), LR Khatian No:- 414	Owner:সুনিল ঘোষ, Gurdian:বিহারীলাল ঘোষ, Address:নিজ, Classification:বাগান, Area:0.04000000 Acre,



Endorsement For Deed Number : I - 152308323 / 2017

On 16-08-2017

**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 82,90,908/-



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

On 17-08-2017

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

Presented for registration at 22:25 hrs on 17-08-2017, at the Private residence by ABHISHEK PODDAR ,

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

Execution is admitted on 17/08/2017 by BECHA RAM GHOSH, Son of Late BEHARILAL GHOSH, CHHTOCHANDPUR, P.O: RAJARHAT BISHNUPUR, Thana: Rajarhat, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession Others

Indetified by TAPAN KUMAR GHOSH, , Son of Late P GHOSH, BISHNUPUR, P.O: R BISHNUPUR, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by profession Business

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

Execution is admitted on 17-08-2017 by ABHISHEK PODDAR, DIRECTOR, TORQUE REALTY PRIVATE LIMITED, 93 Dr Suresh Chandra Banerjee Road, P.O:- BELIAGHATA, P.S:- Beliaghata, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700010

Indetified by TAPAN KUMAR GHOSH, , Son of Late P GHOSH, BISHNUPUR, P.O: R BISHNUPUR, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by profession Business



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

On 18-08-2017

**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 5,021/- ( B = Rs 5,000/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/08/2017 11:40AM with Govt. Ref. No: 192017180058853301 on 17-08-2017, Amount Rs: 5,021/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 1274356073 on 17-08-2017, Head of Account 0030-03-104-001-16





**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 10,001/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 3181, Amount: Rs.100/-, Date of Purchase: 17/08/2017, Vendor name: MITA DUTTA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/08/2017 11:40AM with Govt. Ref. No: 192017180058853301 on 17-08-2017, Amount Rs: 10,001/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 1274356073 on 17-08-2017, Head of Account 0030-02-103-003-02



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



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2017, Page from 237819 to 237862  
being No 152308323 for the year 2017.



Digitally signed by DEBAJYOTI  
BANDHYOPADHYAY  
Date: 2017.08.25 17:17:15 +05:30  
Reason: Digital Signing of Deed.

(Debajyoti Bandyopadhyay) 25-08-2017 17:17:03  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
West Bengal.

(This document is digitally signed.)

