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

97AA 238161

Q-0-246002/16

UK
District Sub-Register-III
Alipore, South 24-parganas
11 MAR 2016

THIS AGREEMENT FOR DEVELOPMENT made on this 11th day of March, 2016 BETWEEN : M/S. GAUTAM CONSTRUCTION COMPANY PRIVATE LIMITED (PAN No. AABCG 2187Q), a company incorporated under the Companies Act, 1956, and having its registered office at No. 9/1, Old Post Office Street, Ground Floor, Police Station – Hare Street, Post Office – New Secretariat, Calcutta – 700001, represented by its Director – Shri Arun Sharma (PAN No. ALSPS 6302C), son of Late Dhanik Sharma and residing at

238993

No.
 DD.
 Rs.
26 FEB 2016
S. CHATTERJEE
 Licensed Stamp Vendor
 C. C. Court
 2 & 3, K. S. Itay Road, Kol-1

26 FEB 2016

26 FEB 2016



Arunava Dutta
 S/O of G.M. Dutta
 AUPourphee Court
 P.O.P.S, AUPour
 Bho-Lkata-27

District Sub-Registrar-III
 Alipore, South 24 Parganas
11 MAR 2016

No. 55/1, Swinhoe Lane, Police Station - Kasba, Post Office - Kasba, Calcutta - 700042, hereinafter referred to as the "OWNER" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors in office and assigns) on the ONE PART and M/S. ANKUR NIRMAN PRIVATE LIMITED (PAN No. AAGCA 3994G), a company incorporated under the Companies Act, 1956 and having its registered office at No. 10, Clive Row, 2nd Floor, Room No. 206/4, Police Station - Burrabazar, Post Office - G.P.O., Calcutta - 700001, represented by its Director - Surendra Kumar Sharma (PAN No. ALPPS 1255D), son of Late Chhaganlal Sharma and residing at Flat No. 4A, Block - 1, 3, Mayfair Road, Police Station - Karaya, Post Office - Ballygunge, Calcutta - 700019, hereinafter referred to as the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors in office and assigns) on the OTHER PART.

WHEREAS at all material time one Sunil Kumar Bandopadhyay, son of Late Ram Taran Bandopadhyay, was the absolute owner, inter alia, of a revenue free plot of land measuring more or less 12 Cottah 10 Chittack with structure and comprised within Municipal Premises No. 24, Deodar Street, Police Station - Ballygunge, Post Office - Ballygunge, Calcutta - 700019, having Holding No. 41 & 328, and lying situate within Mouza - Behala, commonly known as Ballygunge Gocha, Touzi No. 1198, now 2833, Dihl Panchanagram, Division - VI, Sub-Division - O, registered office at District Sub-Registrar and Additional Sub-Registrar, Alipore, District 24 Parganas (South), hereinafter referred to as the "said premises".

AND WHEREAS by and/or under a Deed of Lease dated 23rd December 1957 and registered before the Sub-Registrar Alipore in Book No. 1, Volume No. 151, Pages 225 to 230, being No. 9927, for the year 1957, the said Sunil Kumar Bandopadhyay, in consideration of the rent therein mentioned, demised unto and in favour of one Debdas Bandopadhyay, son of late Sunil Kumar Bandopadhyay, the said plot of land absolutely and for ever on the terms, conditions and consideration as more fully and particularly mentioned and described in the said Deed of Lease.

AND WHEREAS by and/or under a Bengali Deed of Sale dated 10th July 1960 and registered before the office of Sub-Registrar, Behala, in Book No. 1, Volume No. 34, Pages 145 to 149, being No. 2609, for the year 1960, the said Sunil Kumar Bandopadhyay sold, transferred and alienated, inter alia, the said plot of land unto and in favour of his son, the said Debdas Bandopadhyay, absolutely and for ever at a valuable consideration as more fully and particularly mentioned and described in the said Deed of Conveyance.

AND WHEREAS by and/or under a Deed of Conveyance dated 20th May 2011 and registered before DSR – III, Alipore, in Book No. 1, CD Volume No. 8, Pages 1353 to 1365 being No. 03908, for the year 2011, the said Debdas Bandopadhyay sold transferred and alienated the said plot of land unto and in favour of the owner herein at a valuable consideration as more fully and particularly mentioned and described in the said Deed of Conveyance.

AND WHEREAS by and/or under a Deed of Declaration dated 11th July 2011 and registered before DSR – III, Alipore, in Book No. 1, CD Volume No. 11, Pages 6350 to 6357, being No. 05311, for the year 2011, the said Debdas Bandopadhyay duly rectified the mis-description of the adjacent premises of the said plot of land sold under the Deed of Conveyance dated 20th May 2011 in order to perfect the title of the owner in respect of the said plot of land.

AND WHEREAS one Bhagwani Devi and Pratap Singh, being the occupier of a portion of the said plot of land made representation during the life time of the said Debdas Banerjee to the Controller of Kolkata Thika Tenancy claiming that the said Bhagwani Devi and Pratap Singh are the thika tenants in respect of the said plot of land to which the said Debdas Banerjee filed his Written Objection denying that the said Bhagwani Devi and Pratap Singh is having no right or authority to claim any right as thika tenants in respect of the said plot of land.

AND WHEREAS the aforesaid issue was finally heard and disposed of by a judgment and/or order dated 7th March 2014 by the Controller, Kolkata Thika Tenancy, in Misc Case No. 44 of 2011, in favour of the said Debdas Banerjee declaring that the said Bhagwani Devi and Pratap Singh are not thika tenants nor the subject portion of the premises is thika land and the said plot of land does not come under the purview of the West Bengal Thika Tenancy (Acquisition & Regulation) Act, 2001.

AND WHEREAS having had the said ownership the owner herein made the necessary application for mutation of its name before the Kolkata Municipal Corporation in respect of the said plot of land whereupon and upon

perusing the said judgment and order dated 7th March 2014 passed by the Ld. Controller, Kolkata Thika Tenancy, in Misc Case No. 44 of 2011, the Kolkata Municipal Corporation, by its communication dated 4th February 2015 informed the owner that the said plot of land has duly been mutated in its name by allotting the Assessee No. 110691602515 and, inter alia, assessed the annual valuation at a sum of Rs. 20,00,000/- in respect of the said Premises No. 24, Deodar Street, Calcutta – 700019 under KMC Ward No. 69.

AND WHEREAS having had the said ownership free from all encumbrance, lien, lispence, attachment or any defect in title the owner made payment the Municipal rates and taxes in respect of the said premises save and except a sum of Rs. 34,06,557/- being the sum payable towards the arrear Municipal rates and taxes and penalty.

AND WHEREAS the owner has represented to the developer that the said plot of land comprised within Municipal Premises No. 24, Deodar Street, Calcutta, is free from all occupiers and/or tenants and the owner is in khas possession of the said plot of land with one storied structure standing thereon and is desirous to develop the said plot of land by making construction thereon a Ground + Upper 4 Storied brick built house which shall contain several flats and/or apartments and, inter alia, requested the party of the second part herein to develop the said plot of land as developer thereof and the party of the second part has duly accepted such offer, inter alia, on the following terms, conditions and consideration.

AND WHEREAS in the meeting of the Board of Directors held on 29.02.2016 the owner has adopted a resolution that to develop the said plot of

land by the party hereto of the second part is beneficial to the interest of the owner and, ~~inter~~ alia, authorized and empowered its one Director, Shri Arun Sharma, to enter into, sign and execute this Agreement for Development.

AND WHEREAS in the meeting of the Board of Directors held on 01.03.2016 the developer has also adopted a resolution that it will be beneficial on the part of the developer to enter into this Agreement and, ~~inter~~ alia, authorized and empowered its Director, Shri Surendra Kumar Sharma, to enter into, execute and register this Agreement for Development on behalf of the developer company.

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

1. **DEFINITIONS :**

Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:

ARCHITECT – shall mean "Espace" and/or any other person who may be appointed by the Developer as the Architect for the New Building.

ASSOCIATION – shall mean any company incorporated under the Companies Act, 1956 or any Association or any Syndicate or a Committee or registered Society of the co-owners of the new building as may be formed under the West Bengal Apartment Ownership Act by Co-owners for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Co-

owners not inconsistent with the provisions and covenants herein contained.

CAR PARKING SPACE – shall mean all the spaces in the portions at the ground floor level, whether open or covered, of the New Building expressed or intended to be reserved for parking of motor cars/scooters.

COMMON AREAS, FACILITIES AND AMENITIES – shall mean and include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, roof of the New Building (excluding the spaces to be reserved by the Developer and the Owners), overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Effluent Treatment Plant, Fire Fighting systems, installations for common use and facilities for the New Building, which may be decided by the Developer in its discretion and provided by the Developer and required for establishment, location, enjoyment, provisions, maintenance and/or management of the New Building as are mentioned in the **Second Schedule** hereunder written.

COMMON EXPENSES– shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator,

Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the New Building as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

DEVELOPER'S ALLOCATION – shall mean the 49% (forty nine percent) of the total built up area of the New Building to comprise in various flats units, apartments, roof and/or constructed spaces of the New Building to be constructed on the Said Land **TOGETHER WITH** the share in the same proportion in car parking spaces (*open and covered*) **AND TOGETHER WITH** the undivided proportionate impartible part or share in the Said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities.

MAINTENANCE-IN-CHARGE – shall mean and include the Developer or such agency or any outside agency to be appointed by the Developer for the Common Purposes having such rules, regulations

and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

NEW BUILDING – shall mean the proposed ground plus 4 Storied or more Building with open areas to be constructed, erected and completed by the Developer on the Said Land in terms of this Agreement and the Plan as may be sanctioned.

OWNERS' ALLOCATION – shall mean 51% (fifty one percent) of the total built up area of the new building to comprise in various flats, units, apartments, roof and/or constructed spaces of the new building to be constructed on the said Land **TOGETHER WITH** the share in the same proportion in car parking spaces (*open and covered*) **AND TOGETHER WITH** the undivided proportionate impartible part or share in the Said Land attributable thereto **AND TOGETHER WITH** the share in the same proportion in all Common Areas, Facilities and Amenities.

PLAN – shall mean the plan to be sanctioned by Kolkata Municipal Corporation or any other sanctioning authority as the case may be Together With all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer either under advice or on the recommendation of the Architect or agreed upon between the parties from time to time and approved by the sanctioning authorities.

PROJECT – shall mean the development of the said land and the construction, erection and completion of the New Building by the Developer in terms of this Agreement and the Plan.

SAID LAND/PROPERTY – shall mean All That the piece and parcel of land containing an area of 12 Cottah 10 Chittack be the same a little more or less together with structure measuring 1000 sq. ft. being Municipal Premises No. 24, Deodar Street, Kolkata-700019 as more fully and particularly mentioned and described in the **First Schedule** hereunderwritten.

SAID SHARE – shall mean the undivided proportionate indivisible part or share in the Said Land attributable to either party's allocation as in the context would become applicable.

SPECIFICATION – shall mean the specification for construction of the said New Building as mentioned in the **Third Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

TITLE DEEDS – shall mean the documents of title of the Owners in respect of the said land.

TRANSFEE – with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the transferees thereof as per law.

TRANSFEE/PURCHASER – according to the context shall mean all the prospective or actual transferees who would agree to acquire any Unit in the New Building and for all unsold Unit and/or Units in the Owners' allocation shall mean the Owners and for all unsold Unit and/or Units in the Developer's Allocation shall mean the Developer.

2. **OWNER REPRESENTATIONS:**

2.1 The Owner has represented and warranted to the Developer as follows:-

- (a) The Owner is seized and possessed of and well and sufficiently entitled to the said property.
- (b) The Owner has satisfied the Developer about its marketable title in respect of the said property free from all encumbrances based on the documents furnished and representations made by the Owner.
- (c) The Owner shall not do nor permit any one to do any act deed matter or thing which may affect the development, construction and marketability of the said New Building or which may cause charge, encroachments, litigations, trusts, liens, lispens, attachments and liabilities on the said property or the project.
- (d) The said property or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owner and the said property is not

attached and/or liable to be attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.

- (e) No suit and/or any other proceedings and/or litigations are pending against the Owner in respect of the said property or any part thereof and that the said property is not involved in any civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against the Owner in respect of the said property and in respect whereof the Owner may become liable to indemnify the Developer and as far as the Owner is aware there are no facts likely to give rise to any such proceedings.
- (f) The Owner has full right, power and authority to enter into this Agreement.
- (g) Subject to what has been stated in this Agreement, the Owner has not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the sole and exclusive appointment of and grant of rights to the Developer under this Agreement.
- (h) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said property and there are no facts, which may give rise to any such dispute save the outstanding property tax payable to KMC.

3. **DEVELOPER'S REPRESENTATION:** The Developer has represented and warranted to the Owner that the Developer is carrying on business of construction and development of real estate and has sufficient infrastructure, expertise and resources in this field. The Developer assures and undertakes to the owner that in no circumstances the Developer shall cause any alteration in the constitution of the present Board of Directors of the Developer Company during the subsistence of this Agreement.

4. **COMMENCEMENT:**

4.1 The Owner do hereby and hereunder appoint the party of the Second Part as Developer in respect of the project agreed to be done within the said land/property and this Agreement commences and shall be deemed to have come in force on and with effect from the date of execution, mentioned above (commencement date) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed in the manner stated in this Agreement.

5. **AUTHORITY TO ENTER & NEGOTIATE:**

5.1 Simultaneously with the execution of this agreement, the Owner has, in part performance hereof, allowed the Developer actual exclusive and free possession to enter into the said property as a Developer for carrying out its obligation under there presents.

6. STEPS FOR DEVELOPMENT OF THE SAID PROPERTY :

- 6.1 The Parties have mutually decided the scope of the Project, that is, the development of the said property by demolishing the existing structure and by construction of the New Building thereon, and commercial exploitation of the New Building and/or the complex. The Developer has conceptualized the project to be residential. However the Developer may develop a part of the project for commercial purpose with the prior consent in writing of the owners.
- 6.2 Immediate after execution and registration of this Development Agreement, one proposed ground floor plan and upper floor plans and the total outside elevation of the said new building will be picturized for the approval of both the parties subject to the sanction of the building plan by the Kolkata Municipal Corporation, the Developer shall complete the construction of the new building as per the said agreed plan, elevation and specification.
- 6.3 In consideration of the Developer agreeing to construct complete and deliver as per agreed specification the Owners' Allocation, the Owner agrees to transfer their proportionate undivided share in the Said Land attributable to the saleable areas of the Developer's Allocation to the Developer or its nominee or nominee in such part or parts as the Developer may desire and hereby further grant the exclusive and absolute right to develop the Said Land. Such transfer shall take place after the Developer fulfils its obligations towards the Owner as mentioned in this agreement.

- 6.4 By virtue of the rights hereby granted the Developer is authorized to build upon and exploit commercially the Said Land by (1) demolishing the existing structure (2) constructing the New Building, (3) dealing with the spaces in the New Building with corresponding undivided proportionate share in the Said Land, according to the respective allocations after demarcation of such allocations in terms of this agreement.
- 6.5 The Developer shall at its own costs and expenses prepare the plan for the New Building in the said Project in the manner as already agreed upon and approved by both the parties as aforesaid and shall have the same sanctioned by Kolkata Municipal Corporation or from the sanctioning authority for the time being at its cost and expenses.
- 6.6 All permissions, approvals, sanctions, no-objections and other statutory formalities for sanction of plan and for commencement of construction would be obtained by the Developer at its cost and expenses.
- 6.7 The Owner shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for such sanction and construction as and when required by the Developer without any valid objection of whatsoever nature and within 7 days of the request being made along with the documents being made available to the Owner.
- 6.8 The Owners shall grant to the Developer and/or its Directors and/or nominees a Power of attorney in the following manner :-

- a) The registered Power of Attorney shall be granted simultaneously with the execution of this Agreement for, inter alia, the following purposes –
- (i) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the New Building in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.
 - (ii) To enter upon the said property with men and material as may be required for the purpose of development work and erect the New Building as per the Building Plans to be sanctioned.
 - (iii) To appoint architects, contractors, sub-contractors consultants, and surveyors as may be required and to supervise the development and construction work of the New Building on the said land.
 - (iv) To apply for modifications of the Building Plans from time to time as may be required with the consent in writing of the owners.
 - (v) To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage and electricity for carrying out and completing the development of the Said Land.

- (vi) To make deposits with the Planning Authorities and other authorities for the purpose of carrying out the development work and construction of the New Building on the Said Land and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owner in connection therewith.
- (vii) After completion of the construction of the New Building, to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities.
- (viii) To enter into agreements for sale of the Developer's Allocation along with or without the corresponding undivided share in the Said Land, on such terms and conditions as the Developer may think fit and proper.
- (ix) To accept any service of writ of summons or other legal process on behalf of and in the name of the Owner and to keep the Owner informed about the same in writing. To appear in any court or authority as the Developer deem appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to development of the Said Land and not relating to the title of the Owner in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the names and on behalf of the Owner or in the name of the Developer and pay the

costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc., and any other document or documents in furtherance of the said objective. Provided always that this authority shall be available to and exercised by the Developer strictly only in cases where such litigation would touch or concern the instant development project.

- (x) To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in person.

6.9 The Owners hereby ratify and confirm, and agree to ratify and confirm all acts, deeds and things lawfully done in the interest of the project by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.

6.10 Notwithstanding grant of the Power of Attorney, the Owner hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the Said Land within 7 days of the reasonable request being made PROVIDED FURTHER the said Constituted Attorney shall have right to execute and register Deed of Sale for and/or on behalf of the owners in respect of the Developer's allocation only.

6.11 ~~While~~ exercising powers and authorities under the Power or Powers of Attorney to be granted by the Owner in terms hereof, the Developer shall not do any act, deed, matter or thing which would in any way ~~infringe~~ or prejudicially affect the rights of the Owner and/or go against the spirit of this agreement. The said Power of attorneys shall be specific and valid for the purposes they would be given and shall not be ~~revoked during the subsistence of this agreement.~~

Ag. Sharma
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6.12 ~~The~~ Developer shall make its best efforts to consume and exploit the maximum permissible FAR available for the said property. PROVIDED FURTHER in the event any extra or additional floor is constructed by the developer after the completion of the new building as per the plan as may be sanctioned by the Kolkata Municipal Corporation, then in the event the owner shall have 51% share on the additional floor and the developer shall have 49% share on the said additional floor as owner's allocation and developer's allocation respectively.

7. THE LIMIT:

7.1 It is agreed between the parties that the time shall be the essence of the Agreement. It is further agreed that both the parties shall perform their respective contractual obligations contained herein strictly within the following time limit:-

- i. The Developer shall have an obligation to issue a letter of allotment of owners' allocation to the owner by demarcating the same in red ink a copy of the sanctioned plan of the proposed building and shall make over the said letter of allotment with the demarcated

sanctioned plan as aforesaid within one month from the date of sanction of the said building plan. Developer's allocation shall be demarcated by yellow ink in the copy of the sanction plan.

- ii. The Developer shall have an obligation to complete the entire demolition work of the existing structure within two months from the date of sanction of the new building plan by KMC.
- iii. The Developer shall have an obligation to commence the construction work and to complete the entire construction of the proposed multistoried building as per the plan as may be sanctioned by the Kolkata Municipal Corporation with or without Rule 25 application by obtaining the completion certificate from the concerned municipality strictly within a period of 36 months (3 years) from the date of sanction of the building plan by KMC. The Developer shall have an obligation to make over peaceful vacant possession of the owners' allocation to the owner within a period of one month from the date of obtaining completion certificate from the Kolkata Municipal Corporation in the manner as mentioned hereinafter.

8. **CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDING:**

- 8.1 The Owner hereby authorize the Developer to appoint the Architects and other consultants to complete the Project. All costs charges and expenses in this regard including professional fees and supervision

charges shall be discharged and paid by the Developer and in this regard the Owner shall have no liability or responsibility.

- 8.2 The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owner construct, erect and complete the New Building in pursuant to the final plans to be sanctioned by sanctioning authorities and as per the specifications mentioned in the **Third Schedule** hereunder and/or as be recommended by the Architects from time to time. The quality of materials as per specifications may be checked up by the owner through any other agency.
- 8.3 The Developer shall at its own costs install and erect in the New Building, lifts, water pumps, water storage tanks, overhead reservoirs, water and sewage connection, electricity, telephone line and cable connection and all other necessary amenities.
- 8.4 The Developer shall be authorized in the names of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage.
9. **DEPOSITS AND FINANCIALS :**
- 9.1 On or before execution and registration of this Agreement for Development, the Developer has made over to the owner a sum of Rs. 5,00,000/- (Rupees five lakhs) only as per the particulars as contained in the Memo of Consideration as mentioned hereinafter which sum the owner shall hold either as refundable security deposit or as its further

consideration under this Agreement. At the request of the owner, the developer shall also have an obligation to pay on behalf of the owner all arrear Municipal rates, taxes, interest and penalty, if any, in respect of the said property to Kolkata Municipal Corporation on the assurance and undertaking by the owner that on or before making over the peaceful vacant possession of owner's allocation to the owner, the said sum paid on account of arrear Municipal rates and taxes shall be refunded to the developer without any interest.

- 9.2 The owner shall be at liberty to hold the said sum of Rs. 5,00,000/- till the completion certificate is issued by the Kolkata Municipal Corporation in respect of the new building. Upon obtaining the said completion certificate the Developer shall within the stipulated period call upon the owner in writing to take the physical possession of the owner's allocation in the said new building. At that juncture the owner shall have two options. The owner shall have the first option either to make refund the said sum of Rs. 5,00,000/- and the sum paid to KMC for arrear of Municipal Tax to the Developer by an account payee cheque without any interest in such event the said sum of Rs. 5,00,000/- and the said Municipal rates and Taxes shall be treated as security deposit and thereafter to take the physical possession of the owner's allocation. In the second option, the owner may appropriate the said sum of Rs. 5,00,000/- and the said sum covered by municipal rates and taxes as and by way of its further consideration under this Agreement. In such event the said total sum shall be adjusted by the Developer against the owner's allocation and while making such

adjustment the first booking rate of per sq.ft. saleable floor area of the project shall be taken into account and the total floor area equivalent to the said total sum from the owner's allocation shall be taken off by the Developer and the rest and residue of the owner's allocation shall be made over to the owner.

10. DEALING WITH SPACES IN THE NEW BUILDINGS :

- 10.1 All the spaces in the New Building except the owner's allocation will be marketed either directly or through a marketing agency or agencies, to be appointed by the Developer.
- 10.2 The Developer assures and undertakes to the owner that without first making over the peaceful vacant possession of the owner's allocation to the owner, the Developer shall neither execute or register any Deed of Conveyance nor make over physical possession of any portion falling within the Developer's allocation in the said project to its nominee or nominees and/or any prospective buyer thereof.
- 10.3 The Developer and the Owner shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for transferring and/or demising of any saleable space from the Developer's allocation in the New Building as aforesaid unto and in favour of the intending purchasers/transferees and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers/transferees as the case may be.

- 10.4 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any areas in the New Building shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and condition for the use and occupation thereof together with amenities and facilities therein as are stipulated in this agreement or that would be drafted by the Advocates and vetted by the parties hereto and the parties hereby undertake to each other that neither of them shall deviate from the such restrictions stipulations, covenants, terms and conditions.
- 10.5 All agreements for sale of Developer's Allocation shall be signed by the Developer who has been so authorised by the Owner to do so and the Owner may not be made parties to such agreements.
11. MUNICIPAL TAXES AND OUTGOINGS :
- 11.1 All arrears and current Municipal rates and taxes or land revenue and outgoings including the penalty, if any, on the said property relating to the period prior to making over physical possession of the said property to the Developer, shall be borne, paid and discharged by the Owner within one month from the date of entering into this agreement whereupon the owner shall furnish the developer with the "No dues Certificate" to be issued by KMC to enable the developer to submit the building plan for sanction. PROVIDED FURTHER in the event the developer is requested by the owner to make payment the aforesaid arrears Municipal rates and taxes in respect of the property in question

to Kolkata Municipal Corporation, then in such event the developer shall make such payment upon intimation and/or proof of such payment to the owners subject to realization of the said sum on or before making over the possession of owner's allocation as indicated hereinabove.

- 112 As from the date of obtaining physical possession of the said property, the Developer shall pay the property taxes as also other outgoings in respect of the said land till such time the New Building is ready for occupation, after which, the Parties and/or their respective transferees or nominees shall become liable and responsible for payment of property taxes and all other outgoings (collectively Rates) in the ratio of their respective allocations.

12. POST COMPLETION MAINTENANCE :

- 121 On completion of the New Building, the Developer shall, give a notice to the Owner. On receipt of such notice the Owner shall within 30 (thirty) days thereafter take over possession of the demarcated units in its allocation after compliance of its obligations hereunder.
- 122 On and from the date of expiry of the Completion Notice (Possession Date), the Owners shall be deemed to have taken over possession of the demarcated units in their allocation for the purpose of determination of liability and shall become liable and responsible for the payment of maintenance charges, Rates and taxes, land revenue in respect of the

demarcated units in their allocation irrespective of the fact whether actual physical possession was taken or not.

- 12.1 The Parties and their respective nominees/transferees shall punctually and regularly pay the maintenance charges, Rates and taxes, land revenue for their respective allocations to the concerned authorities/Maintenance in charge and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.
- 12.2 Until the Owners' association is formed, the Developer shall be responsible for the management, maintenance and administration of the New Building only for a period of one year from the date of completion certificate or at its discretion appoint an agency to do the same. The Owners hereby agree to abide by all the rules and regulations to be framed for the management of the affairs of the New Building. After formation of the owner's Association the developer shall make over the management of the new building to such association.
- 12.3 The Developer or the Agency to be appointed as per clause 12.4 shall manage and maintain the Common Portions and services of the New Building and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, land tax, water, electricity, sanitation and scavenging charges and also security with

CCTV, occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

13. COMMON RESTRICTIONS :

- 13.1 The New Building shall be subject to the restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the New Building.
- 13.2 For the purpose of enforcing the common restrictions and ancillary purposes 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, all occupants of the New Building shall permit the Developer or the agency to be appointed with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.
- 13.3 It is agreed between the parties that the Developer in consultation with the Owner shall frame a scheme for the management and administration of the New Building and all the Flat owner's of the building shall perpetually in succession abide by all the rules and regulations to be framed in connection with the management of the affairs of the New Building.
- 13.4 In the event the building plan of the said new building is sanctioned by the Kolkata Municipal Corporation wholly for residential purpose, then

in that event no portion of the said new building shall be used or utilized for any other purpose except for residential purpose PROVIDED FURTHER in the event any portion of the said building is permitted by the Kolkata Municipal Corporation under the said sanction to be used for commercial purpose, then in that event such portion shall not be used for any other purpose except for commercial purpose.

14. **OBLIGATIONS OF THE DEVELOPER :**

- 14.1 Execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.
- 14.2 The Developer shall be responsible for planning, designing development and construction of the New Building with the help of professional bodies, contractors, etc.
- 14.3 The Developer has assured the Owner that they shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.
- 14.4 The Developer shall construct the New Building at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the labourers, staff and employees engaged by it and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify the Owner against any claims, loss or damages for any default or failure or breach on the part of the Developer.

- 14.5 All ~~tax~~ liabilities in relation to the construction, namely sales tax, works ~~contract~~ tax and other dues shall be paid by the Developer.
- 14.6 The ~~D~~ Developer hereby agrees and assures the Owner not to transfer and/~~or~~ assign the benefits of this agreement or any portion thereof.
- 14.7 The ~~D~~ Developer hereby agrees and assures the Owner not to violate or ~~cont~~vene any of the provisions of the laws and rules applicable to ~~cons~~truction of the New Building.
- 14.8 The ~~D~~ Developer shall be solely responsible to look after, supervise ~~man~~age and administer the progress and day to day work of ~~de~~velopment.
- 14.9 The ~~D~~ Developer shall not deploy any child labour at the premises and shall ~~de~~ploy only adult employees above the age of 18 years for ~~per~~forming the duties required under the agreement signed between the ~~part~~ies.
- 14.10 The ~~D~~ Developer shall take necessary safety measures like training its ~~em~~ployees deployed in the premises, and provide necessary safety ~~equi~~ments like gloves, head gears, gumboots and any other safety ~~equi~~ment as may be required apart from supplying the proper tools.
- 14.11 Any ~~de~~fects, bad workmanship or other faults to any unit or in the ~~com~~mon area either during construction or within the defect liability ~~peri~~od of one year from the date of service of completion notice, as ~~certi~~fied by the Architect, shall be rectified by the Developer at its costs and ~~ex~~penses within a reasonable period thereafter, as and when the

same shall be brought to the notice of the Developer within the said period.

15. **OBIGATIONS OF THE OWNER:**

15.1 They undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Land.

15.2 They undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.

15.3 They shall provide the Developer with any and all documentation and information relating to the said land as may be required by the Developer from time to time.

15.4 They hereby assure the Developer not to cause any interference or hindrance in the construction of the New Building.

15.5 The Owners hereby agree and assure the Developer not to do any act or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or saleable area.

15.6 All statutory levies and any other taxes as may be applicable for the Owners' Allocation in terms of the Agreement shall be entirely on account of the Owners or their transferees as the case may be.

16. **INDEMNITY :**

16.1 The Developer shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the New Building and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's contractors, employees or violation of any permission, deviation of the Plan, rules regulations or bye-laws or arising out of any accident or otherwise.

16.2 The Owner shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the said property.

17. **MISCELLANEOUS:**

17.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.

17.2 The Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

- 17.3 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 17.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 17.5 The Developer shall have an obligation to have the instant project registered under the West Bengal Building (Regulation of promotion of construction and Transfer by Promoters) Act, 1993 in accordance with law.
- 17.6 . The 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 shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's allocation. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owners' Allocation.
- 17.7 The name of the newly constructed building shall be decided and chosen jointly by the Developer and the Owners.

18. **DEFAULTS :**

18.1 In the event either of the parties continues with any default in performing their respective contractual obligation within the specified stipulated period as mentioned hereinabove and such default continues for more than six months, then in that event the other aggrieved party herein shall have an option to take necessary action against the defaulting party in accordance with law.

19. **FORCE MAJEURE :**

19.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Indenture, including, flood, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions or any relevant Government or any restrained order of any Court of law.

19.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no

liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. Neither the Owner nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

- 19.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof and 7 days thereafter.
- 19.4 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

20. **AMENDMENT/MODIFICATION :**

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 all the Parties and expressly referring to the relevant provision of this Agreement.

21. **LEGAL CONSULTATION:**

MR. SABYASACHI SEN, Solicitor & Advocate, of No. 6A, Kiran Shankar Roy Road, 2nd Floor, Calcutta – 700001, is hereby appointed Advocate and Legal Consultant by the Developer for the purpose of preparing this Deed of Development and all other legal papers, documents, correspondence, Agreement for Sale and Deed of Conveyance and/or Conveyances in respect of the said project. This should be treated as an essential condition of this Agreement.

22. In the event any dispute or difference arises by and between the parties hereto out of this agreement, the same shall be decided by the competent Court at Calcutta.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(SAID LAND)

ALL THAT the piece and parcel of revenue free khas mahal land measuring 12 (twelve) Cottahs and 10 (ten) Chittaks, be a litter more or less, together with structure measuring 1000 sq. ft. lying and situate at and being Premises No. 24, Deodar Street, Police Station –Ballygunge, KMC ward No.

69, Post Office - Ballygunge, Kolkata – 700019 being Holding No. 41 and 328 and lying and situate under Mouza – Behala, commonly known as Ballygunge Garcha, Touzi No. 1198, now 2833, Dihi Panchannagram, Division 6, Sub-Division "O", Registry Office at the then Sealdah, now District Sub Registrar and Additional District Sub Registrar at Alipore, in the District of now South 24 Parganas, butted and bounded as under :

- On the North : Passage;
- On the South : Premises No. 45, Hazra Road;
- On the East : Premises No. 45/2, Hazra Road;
- On the West : Deodar Street (20 ft.);

as more fully and particularly delineated in the map and/or plan annexed hereto and demarcated therein with red border.

THE SECOND SCHEDULE ABOVE REFERRED TO :

COMMON AREAS, FACILITIES AND AMENITIES

1. The foundation, columns, shear walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways, community hall.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.

6. Boundary walls including outer side of the walls of the New Building and main gates.
7. Water pump and motor with installation and room therefor.
8. Water pump, overhead tanks and underground water reservoirs, water pipes, water treatment unit and other common plumbing installations and spaces required thereto.
9. D. G. Transformer electrical wiring meters, common DB, electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas, street, landscape area (excluding those as are installed for any particular Unit) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the premises.
11. Generator its installations and its allied accessories and room and space for transformer.
12. Lifts and their accessories installations and spaces required therefor.

THE THIRD SCHEDULE ABOVE REFERRED TO :
BUILDING MATERIALS

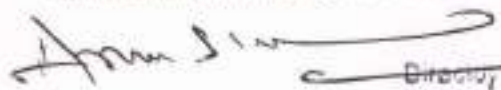
1. CEMENT : ACC. Lafarge. Ultratech or any other branded Cement.
2. REINFORCEMENT : Reputed branded Rod for R.C.C.
ROD foundation and R.C.C. framed structure.
3. BRICK : Clay Brick, Fly Ash Brick or any other Brick.
4. EXTERIOR PAINT : Putty, Weather Coat Paint or any other best quality paint.

5. **INTERIOR PAINT OF COMMON AREA** : Plaster of Paris or Putty.
6. **WINDOW SHUTTERS** : All windows will be of Aluminium window with glass panels.
7. **ELECTRICAL FITTINGS** : Modular switches of reputed brand and necessary electrical Points all across the flat. Cable T.V. & Telephone point in each flat.
8. **INTERNAL WIRING** : Concealed copper wiring with Central MCB/RCB of reputed brand.
9. **FLOOR** : Floor will be of Marble/ Vitrified Tiles.
10. **KITCHEN** : Anti Skid tiles, granite on cooking platform, one steel sink with tap water point and upto 2' feet height glazed tiles over the cooking platform.
11. **TOILET & BATHROOM FITTINGS** : Ceramic tiles/ glazed tiles upto 6' feet height, marble/ tiles floor, concealed pipeline and four tap water point, Indian or Western Pan.
12. **WATER SUPPLY** : 24 hours Water supply from the overhead tanks of the building.
13. **GENERATOR SET** : Generator for full power backup to run lifts/ pumps/ common area lighting.
14. **ELEVATORS** : Required number of lifts of standard company.

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED SEALED AND DELIVERED by
Gautam Construction Company Pvt.
Ltd., through its Director Mr. Arun
Sharma the Owner herein at Calcutta in
the presence of:

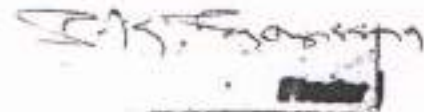
M/S GAUTAM CONSTRUCTION CO. PVT. LTD.


Director


- 1) Saroj Kumar Mandal,
6A, K.S. Roy Rd,
2nd Floor
Cell - 1
- 2) BISHAY KUMAR SINGH
2, Botanical Garden Road
Howrah - 71103, P.S. AJC Bore Rd

SIGNED SEALED AND DELIVERED by
M/s. Ankur Nirman Pvt. Ltd., the
Developer herein, through its Director
Mr. Surendra Kumar Sharma, at
Calcutta, in the presence of:

ANKUR NIRMAN PVT, LTD.


Director

- 1) Saroj Kumar Mandal,
6A, K.S. Roy Rd,
2nd Floor
Cell - 1
- 2) Bishay Kumar Singh,


Drafted by:
Sabyasachi Sen,
Solicitor & Advocate,
6A, Kiran Shankar Roy Road,
2nd Floor,
Calcutta - 700001.
Enrolment No. F/997/998/76

MEMO OF CONSIDERATION

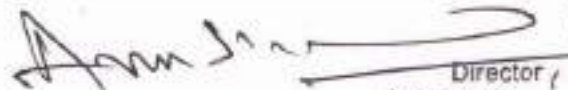
Received from the within mentioned Developer the within mentioned sum of Rs 5,00,000/- (Rupees five lakhs) only by cheque No. 770660 dated 11.03.2011 drawn on Axis Bank Ltd.

WITNESS

Baraj Kumar Maudel.

Prigay Kumar

M/S GAUTAM CONSTRUCTION CO. PVT. LTD.


Director,
(OWNER)



Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip

Query No / Year	16030000346007/2016	Query Date	09/03/2016 1:29:24 PM
Office where deed will be registered	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name	ARUNAVA DUTTA		
Address	ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027		
Applicant Status	Deed Writer		
Other Details	Mobile No. : 983024488		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction Details	[4305] Declaration [Not Declaration : 2], [4311] Receipt [Rs : 5,00,000/-]		
Set Forth value	Rs. 2/-	Total Market Value:	Rs. 6,51,56,429/-
Stampduty Payable	Rs. 75,021/-	Stampduty Article:-	48(g)
Registration Fee Payable	Rs. 5,542/-	Registration Fee Article:-	E, E, B, M(b), H
Expected date of the Presentation of Deed			
Amount of Stamp Duty to be Paid by Non Judicial Stamp			Rs. 0/-
Mutation Fee Payable	DLRS server does not return any information		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assessment slip. (Urban area)		

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Ballygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Deodar Street, Premises No. 24, Ward No: 69		12 Katha 10 Chatak	1/-	6,44,06,429/-	Proposed Use: Bastu, Width of Approach Road: 20 Ft., Adjacent to Metal Road.
Structure Details						
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details	
	Gr. Floor	1000 Sq Ft.			Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete	
S1	On Land 14	1000 Sq Ft.	14	7,50,000/-	Structure Type: Structure	
Land Lord Details						
Sl No.	Name & Address (Organization)	Status	Execution And Admission Details		Other Details	
1	M/S.GAUTAM CONSTRUCTION COMPANY PRIVATE LIMITED 9/1,OLD POST OFFICE STREET, GROUND FLOOR,, P.O:- NEW SECRETARIAT, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	Organization	Executed by: Representative,		PAN No. AABCG2187Q,	
Representative Details						
SL No.	Representative Name & Address	Other Details	Execution And Admission Details		Representative of	
1	ARUN SHARMA 55/1,SWINHOLE LANE,, P.O:- KASBA, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. ALSPS6302C	Date of Execution - 11/03/2016, To be Admitted By : Self		M/S.GAUTAM CONSTRUCTION COMPANY PRIVATE LIMITED (as DIRECTOR)	

Developer Details				
Sl No.	Name & Address (Organization)	Status	Execution And Admission Details	Other Details
1	M/S. ANKUR NIRMAN PRIVATE LIMITED 10,CLIVE ROW, 2ND FLOOR, ROOM No.206/4,, P.O:- G P O, P.S:- Burrobazar, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001	Organization	Executed by: Representative,	PAN No. AAGCA3994G,
Representative Details				
SL No.	Representative Name & Address	Other Details	Execution And Admission Details	Representative of
1	SURENDRA KUMAR SHARMA 3,MAYFAIR ROAD,, Block/Sector: 1, Flat No: 4A, P.O:- BALLYGUNGE, P.S:- Karaya, District:-South 24- Parganas, West Bengal, India, PIN - 700019	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ALPPS1255D	Date of Execution - 11/03/2016, To be Admitted By : Self	M/S. ANKUR NIRMAN PRIVATE LIMITED (as DIRECTOR)
Identifier Details				
Identifier Name & Address		Other Details	Identifier of	
ARUNAVA DUTTA Son of G.M. DUTTA ALIPORE POLICE COURT, P.O:- ALIPORE, P.S:- Alipora, District:-South 24-Parganas, West Bengal, India, PIN - 700027		Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,	ARUN SHARMA, SURENDRA KUMAR SHARMA	

For Information only

Note:

1. If the given informations are found to be given incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days for e-Payment. Assessed market value & Query is valid for 44 days i.e. upto 22/04/2016.
3. Standard User charge of Rs. 175/- (Rupees one hundred seventy five) only includes all taxes per transaction upto 15 (fifteen) pages and Rs 6/- (Rupees six) only for each additional page will be applicable.
4. Online Payment of Stamp Duty and Registration Fees can be made if Stamp Duty Payable is more than Rs. 5000/-.
5. Web-based e-Assessment report will be provisional one and subject to final verification by Registering Officer.
6. Quoting of PAN no. of Seller and Buyer of a property is a must where the transaction involves a property valued at Rs. 5 lac or more (IT Rules).
If the party concerned do not have a PAN number, he/she will make a declaration in form no. 60 giving therein the particulars of such transaction.
7. Rs 50/- (Rupees fifty only) will be charged from the Applicant for issuing of this e-Assessment Slip (Urban Area).
8. If SD and Fees are not paid through GRIPS then mutation fee should be paid the concerned BLLRO office for Mutation.

(Utpal Kumar Basu)
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III
SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal

45

@@@@@@@@@@@@@@@@
DATED THIS 11TH DAY OF MARCH 2016
@@@@@@@@@@@@@@@@

BETWEEN
GAUTAM CONSTRUCTION COMPANY PVT.
LTD.

AND




M/S. ANKUR NIRMAN PVT. LTD.,



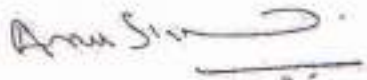
AGREEMENT FOR DEVELOPMENT

SABYASACHI SEN
SOLICITOR & ADVOCATE
6A, KIRAN SANKAR ROY ROAD,
SECOND FLOOR, ROOM NO. 16A,
KOLKATA - 700 001.

Seller, Buyer and Property Details

A. Land Lord & Developer Details

Presentant Details			
SL No.	Name, Address, Photo, Finger print and Signature of Presentant		
1	<p>SURENDRA KUMAR SHARMA 3,MAYFAIR ROAD,, Block/Sector: 1, Flat No: 4A, P.O:- BALLYGUNGE, P.S:- Karaya, District:- South 24-Parganas, West Bengal, India, PIN - 700019</p>	 11/03/2016 2:14:48 PM	 LTI 11/03/2016 2:14:57 PM
		 11/03/2016 2:15:18 PM	


Land Lord Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	<p>M/S.GAUTAM CONSTRUCTION COMPANY PRIVATE LIMITED 9/1,OLD POST OFFICE STREET, GROUND FLOOR,, P.O:- NEW SECRETARIAT, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 PAN No. AABCG2187Q,; Status : Organization; Represented by representative as given below:-</p>		
1(1)	<p>ARUN SHARMA 55/1,SWINHOE LANE,, P.O:- KASBA, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ALSPS6302C,; Status : Representative; Date of Execution : 11/03/2016; Date of Admission : 11/03/2016; Place of Admission of Execution : Office</p>	 11/03/2016 2:15:43 PM	 LTI 11/03/2016 2:15:53 PM
		 11/03/2016 2:16:12 PM	

Developer Details

SL No.	Name, Address, Photo, Finger print and Signature		
1	<p>M/S. ANKUR NIRMAL PRIVATE LIMITED 10, CLIVE ROW, 2ND FLOOR, ROOM No.206/4,, P.O:- G P O, P.S:- Burrobazar, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001 PAN No. AAGCA3994G.; Status : Organization; Represented by representative as given below:-</p>		
1(1)	<p>SURENDRA KUMAR SHARMA 3, MAYFAIR ROAD, Block/Sector: 1, Flat No: 4A, P.O:- BALLYGUNGE, P.S:- Karaya, District:- South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, Caste: Hindu, Occupation: Business, Citizen of India, PAN No. ALPPS1255D.; Status : Representative; Date of Execution : 11/03/2016; Date of Admission : 11/03/2016; Place of Admission of Execution : Office</p>	 11/03/2016 2:14:48 PM	 LTI 11/03/2016 2:14:57 PM
		 11/03/2016 2:15:18 PM	

B. Identifire Details

Identifier Details

SL No.	Identifier Name & Address	Identifier of	Signature
1	<p>ARUNAVA DUTTA Son of G.M. DUTTA ALIPORE POLICE COURT, P.O:- ALIPORE, P.S:- Alipore, District-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, Caste: Hindu, Occupation: Business, Citizen of India,</p>	<p>ARUN SHARMA, SURENDRA KUMAR SHARMA</p>	 11/03/2016 2:16:29 PM

C. Transacted Property Details

Land Details

Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Ballygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Deodar Street, Premises No. 24, Ward No: 69		12 Katha 10 Chatak	1/-	8,44,06,429/-	Proposed Use: Bastu, Width of Approach Road: 20 Ft., Adjacent to Metal Road,

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	1000 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete
S1	On Land L1	1000 Sq Ft.	1/-	7,50,000/-	Structure Type: Structure

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	ARUNAVA DUTTA
Address	ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027
Applicant's Status	Deed Writer

Office of the D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas

Endorsement For Deed Number : I - 160301248 / 2016

Query No/Year	16030000346007/2016	Serial no/Year	1603001442 / 2016
Deed No/Year	I - 160301248 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	SURENDRA KUMAR SHARMA	Presented At	Office
Date of Execution	11-03-2016	Date of Presentation	11-03-2016

Remarks

On 11/03/2016

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

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

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

Presented for registration at 13:55 hrs on : 11/03/2016, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by SURENDRA KUMAR SHARMA ,.

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 6,51,56,429/-

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

Execution is admitted on 11/03/2016 by

ARUN SHARMA DIRECTOR, M/S.GAUTAM CONSTRUCTION COMPANY PRIVATE LIMITED, 9/1, OLD POST OFFICE STREET, GROUND FLOOR., P.O:- NEW SECRETARIAT, P.S:- Hare Street, Kolkata, District- Kolkata, West Bengal, India, PIN - 700001 ARUN SHARMA, Son of Late DHANIK SAHRMA, 55/1, SWINHOE LANE., P.O: KASBA, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, By caste Hindu, By profession Business

Identified by ARUNAVA DUTTA, Son of G.M. DUTTA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Business

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

Execution is admitted on 11/03/2016 by

SURENDRA KUMAR SHARMA DIRECTOR, M/S. ANKUR NIRMAN PRIVATE LIMITED, 10, CLIVE ROW, 2ND FLOOR, ROOM No.206/4., P.O:- G P O, P.S:- Burrobazar, Kolkata, District-Kolkata, West Bengal, India, PIN - 700001 SURENDRA KUMAR SHARMA, Son of Late CHHAGANLAL SHARMA, 3, MAYFAIR ROAD., Sector: 1, Flat No: 4A, P.O: BALLYGUNGE, Thana: Karaya, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By profession Business

Identified by ARUNAVA DUTTA, Son of G.M. DUTTA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,542/- (B = Rs 5,489/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by Draft Rs 5,542/-

Description of Draft

1. Rs 5,542/- is paid, by the Draft(other) No: 000427229438, Date: 10/03/2016, Bank: STATE BANK OF INDIA (SBI), BIPLABI R B BASU RD.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Draft Rs 75,021/-, by Stamp Rs 10/-

Description of Stamp

1. Rs 10/- is paid on Impressed type of Stamp, Serial no 238993, Purchased on 26/02/2016, Vendor named S Chatterjee.

Description of Draft

1. Rs 75,021/- is paid, by the Draft(other) No: 000427229439, Date: 10/03/2016, Bank: STATE BANK OF INDIA (SBI), BIPLABI R B BASU RD.

U.K. Basu

(Utpal Kumar Basu)

DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2016, Page from 40331 to 40389

being No 160301248 for the year 2016.



UK Basu

Digitally signed by UTPAL KUMAR BASU
Date: 2016.03.11 18:42:05 -08:00
Reason: Digital Signing of Dead.

(Utpal Kumar Basu) 11/03/2016 6:42:04 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)
