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Certified that the Document is admitted to Registration. The Revenue Stamp and the appropriate duties have been paid on this document as the part of the same.

Date : 13.12.2017

Nature of Document : DEVELOPMENT AGREEMENT

Between

16 DEC 2017

"BETTERMAN ENGINEERS PVT. LTD. (PAN-AABCB9453G) having its registered office at 8D, Chaita Bagan Lane, P.O.- Bedon Street, P.S.- Amherst Street, Kolkata -700006, represented by its Director **MR. DINESH KUMAR JAISWAL**, son of Late Ram Dhani Jaiswal, by faith-Hindu, by Nationality-Indian, by occupation- Business, residing at 2E/1, Chaltabagan Lane, P.O.- Beadon Street, P.S.- Amherst Street, Kolkata -700006, hereinafter referred to as "the OWNER" (which terms or expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors and/or permitted assigns) of the **ONE PART.**

..... AND



AND

AMBEY REALTORS LLP (PAN ABCFA8196Q) a Limited Liability Partnership registered under the LLP Act, 2008 having its registered office at PS-IXL, Unit No.-305, 3rd Floor, Biswa Bangla Sarani, Kolkata - 700 136, P.S. Baguiati, P.O. Rajarhat Gopalpur ("the SAID LLP" as the Developer for the development and/or construction of a housing complex, represented by its Partners SRI RAJ KUMAR AGARWAL, (PAN NO. ACKPA0021B) son of Late Chhotelal Agarwal residing at Greenwood Sonata, Pent House-A, Floor-13 & 14, HIG-III, Action Area-IID, New Town Road, Kolkata-700157 and SRI DIPAK KUMAR AGARWAL, (PAN - ADIPA4263G) son of Sri Basudeo Prasad Agarwal residing at 54, Bangur Avenue, Block-B, Flat No- 1B, Police Station - Lake Town, Kolkata-700055, hereinafter referred to as "**DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors and/or permitted assigns) of the **OTHER PART**.

ARTICLE-I DEFINITIONS

1. Definitions: Unless in this agreement there be something contrary or repugnant to the subject or context:-
 - i) "Agreed Ratio" shall mean the ratio of sharing between the Owner on the one hand and the Developer on the other hand which shall be saleable area as determined by Developer wherein the Owner shall be entitled to 4750 sqft. (Four Thousand Seven Hundred Fifty sqft.) on the Top Floor, and 4 nos. Surface Car Park (Covered/Open Car Parking) and Balance all area thereafter shall belong to the Developer in all matters referred to herein where the expression has been used.
 - ii) "Allocations" shall mean collectively Owner's Allocation and Developer's Allocation and "Allocation" shall mean Owner's Allocation or Developer's Allocation or as the case may be.

..... iii) "Approvals"



- iii) "Approvals" shall include any approvals, authorizations, permissions, on objection certificates, clearance, permit, sanctions, licenses, etc., in any form whatsoever, irrespective of its nomenclature required under any applicable law from any Government Authority for the construction, development, completion, ownership, management, operation, leasing/ disposal and implementation of the project, the Building Plans, any completion certificate and any occupation certificates."
- iv) "Association" shall mean the association of the Transferees of the Units to be formed in accordance with the law.
- v) "Building Plans" shall mean the one or more Building permits and plans from time to time issued and sanctioned by the authorities concerned for construction of New Building at the project property as defined hereinafter or any parts or portions thereof and shall include all sanctioned modifications and/or alterations thereto as also all extensions and/or renewals thereof.
- vi) "Common Portions" shall mean such parts, portions and areas in the Project Property which the Developer identifies or earmarks from time to time to be for common use by all or any of any one or more of the Transferees and include any modifications, or alterations thereof as may be made by the Developer therein or thereto from time to time.
- vii) "Common Purposes" shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Project and in particular the Common Portions and any other common facilities thereat or therefore, rendition of common services in common to the owners and occupiers thereof, collection and disbursement of the common

..... expenses,



expenses, the purpose of regulating mutual rights, obligations and liabilities of the owners and occupiers thereof and dealing with all matters of common interest of the owners and occupiers thereof.

- viii) "Completion" in respect of the Project, shall mean the completion of the planning, design, construction and development of the Project and as evidenced by the completion/occupancy certificate issued by the appropriate Government Authority with respect to the Project.
- ix) "Owner's Allocation" shall mean and include the portion of Owner in the Transferable Areas as per the Agreed Ratio.
- x) "New Building" shall mean the several buildings and other structures for residential, and/or commercial and/or mixed occupancies, to be constructed by the Developer from time to time at the Project Property in accordance with this Agreement.
- xi) "Parking Space" shall include parking slots, plazas and other spaces at the said Project property available for parking purpose in terms hereof;
- xii) "Phases" with their grammatical variations shall mean the different phases in which the Project Development is intended to be carried out in terms hereof.
- xiii) "Project" shall include:-
- a) Providing the Project Property by the Owner to the Developer and making the same fit for Development.
 - b) Project Development in terms of Article.
 - c) Such other incidental and ancillary activities as may be necessary, customary or required by applicable law.

..... xiv) "Project



- xiv) "Project Development" shall include the development of the Project Property or any part or parts thereof in such manner and to such extent as may be made by the Developer in terms hereof including (without limiting) construction of New Building, Club, Common Portions and other developments and constructions at different part or parts of the Project property in such manner and to such extent as may be made by the Developer in terms hereof and shall also include any modification or alteration thereof as may be made by the Developer from time to time in terms hereof.
- xv) "Project Property" shall mean the pieces or parcels of land hereditaments and premises described in Schedule hereto and delineated in the plan annexed hereto duly bordered thereon.
- xvi) "Developer's Allocation" shall mean and include the portion of Developer in the Transferable Areas as per the Agreed Ratio.
- xvii) "Transfer" with its grammatical variation shall mean transfer by sale, lease or any other means adopted by the parties in terms hereof.
- xviii) "Transferable Areas" shall include the Project Property, the Units and other built-up areas (including roof and terrace), common portions, covered and open parking spaces as determined by the Developer."
- xix) "Transferees" shall mean and include all persons to whom any transferable Areas are transferred or agreed to be so done and shall include the parties hereto for the unsold Transferable areas separately allocated.
- xx) "Units" shall mean and include-
- a) "Residential Units" meaning the flats for residential use in any building at the project property".

..... b) "Non



- b) "Non Residential Units" meaning office spaces, business centers (including banking), shops, showrooms, retail areas, constructed/covered spaces or the like for use as commercial assembly, educational, mercantile or any other use other than residential;

1.2 Interpretation

- i) **Statute:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, rules, regulations or other subordinate legislation made pursuant to that statutory provision.
- ii) **Party:** In this Agreement, any reference to a party is to a party to this Agreement. Parties shall according to the context mean collectively the Owner and the Developer hereto.
- iii) **Article, Clause, Schedule or Annexure:** In this Agreement, any reference to an Article or Clause or Schedule (other than to a schedule to a statutory provision) or Annexure is a reference to an Article, Clause, or Schedule or Annexure (as the case may be) of this Agreement and the Schedules and Annexures form part of and are deemed to be incorporated in this Agreement. Reference to any Article shall include the Clauses and Sub-clauses thereof and reference to any Clause or Schedule or Annexure shall include the parts, Clauses and Sub-Clauses, as the case may be, thereof.

..... iv) Include:



- iv) **Include:** In this Agreement, any phrase introduced by the terms "including", "include", "In particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- v) **Headings:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any Clause and shall consequently not affect the construction of this Agreement.
- vi) **Modification or Alteration:** In this agreement wherever any reference of modification or alteration in respect of any aspect is provided for, the same shall according to the context include addition, reduction, sharing, revision, replacement, relocation, substitution and/or variation.

ARTICLE :II # REPRESENTATIONS BACKGROUND & RECITALS

2. BACKGROUND, BASIC UNDERSTANDING AND REPRESENTATIONS:

WHEREAS one Akshay Kumar Mondal of Teghoria purchased a plot of land measuring 86 decimal which is situated and lying in at Mouza - Atghora, P.S, Rajarhat, in the District of North 24-Parganas, being Dag No, C.S. 228 under C.S. Khatian No. 160, Jaminder Khatian No. 154 (Ka) J.L. No. 10, Touzi No. 172, the land recorded as Rayat Mokrari of Uttam Chandra Mondal 'Mudafat' under Sri Taraknath Biswas, of Hatiara, P.S, Rajarhat, yearly rent of Rs.7/- and 4 annas -only due to unpaid the rent in due lime a suit had been arranged against said Uttam Chandra Mondal in the Court of Shibabaha vide case No. 475 in the year 1931 and had been favoured with decree.

AND WHEREAS Sri Akshay Kumar Mondal son of Sri Charu Mondal of Teghoria purchased the above plot of land measuring an area of 86 decimal in Nilam with the supporting Decree in the Court of First Class Magistrate at Shibadaha.

..... **AND WHEREAS** Sri



AND WHEREAS Sri Akshay Kumar Mondal in urgent need of money he sold or transferred the said property to Sri Kshetra Nath Gyain of Teghoria and the Deed was executed and registered at the office of Sub-Registrar of Cossipore Dum Dum vide Book No.1, Being No, 657 for the year 1935.

AND WHEREAS the said Sri Kshetra Nath Gyain having purchased the above said plot of land from Akshay Kumar Mondal from the above Deed No. 657 for the year 1935 and had been possessing and enjoying the same in his own Khas without any interruption and whatsoever in any manner. In course of his own khas without any transfer he died survived by only three sons namely Panchanan Gyain, Anil Kumar Gyain and Bhola Nath Gyain and accordingly the total land of 86 decimals had been duly recorded in equal share as 1/3rd share for each in the Revisional Settlement in two R.S. Dag No. 233 for 37 decimal of Sail land and R.S. Dag No. 235 for 35 decimal of Sail land under the R.S, Khatian No. 342 at in the yearly rent of Rs.7/- 4 annas only.

AND WHEREAS by a amicable mutual partition the said one of the plots or Dags Sri Anil Kumar Gyain had already sold or transferred his full share of the total 86 decimals of land only from the part of R.S. Dag No. 233 and let to the other two share holders get the rest land of the Dag and the full portion of the R.S. Dag No. 235 land measuring 49 decimals in their own khas and in good title.

AND WHEREAS Panchanan Gyain having died and survived by only his four sons namely Sri Samir Kumar Gyain Sri Sanjoy Kumar Gyain, Sri Amiya Kumar Gyain and Sri Ashim Kumar Gyain now they obtain the portion of land part of the R.S. Dag No. 235 under R.S. Khatian No. 342 and ½ portion rest existing 8 (Eight) decimals of land out of the total 37 decimals from which 39 decimals more or less had already been sold by the shareholder Sri Anil Kumar Gyain with the said amicable mutual partition after the current Settlement Zarip in the year 1982.

..... **AND WHEREAS** the



AND WHEREAS the said Sri Samir Kumar Gyain, Sri Sanjoy Kumar Gyain, Sri Amiya Kumar Gyain and Sri Ashim Kumar Gyain inherited into the $\frac{1}{3}$ rd share of total 88 decimate of their land in the part of R.S. Dag Nos. 233 & 235 and accordingly their inherited share have duly been recorded in the current Settlement Zarip in the year 1982 by Kri Khatian Nos. 877, 878, 12 & 14 respectively. Now with the said a amicable mutual partition they enjoying and were possessing the $\frac{1}{3}$ portion of 49 decimals of land of R.S. Dag No. 235 and $\frac{1}{2}$ portion of existing land of 8 (Eight) decimals (after sold by Sri, Anil Kumar Gyain another shareholder) which they were possessing and enjoying their own khas with the demarcation during a long time thus the said Sri Samir Kumar Gyain, Sri Sanjoy Kumar Gyain, Sri Amiya Kumar Gyain and Sri Ashim Kumar Gyain have good right and title to transfer their khas land without any interruption and whatsoever and free from all encumbrances.

AND WHEREAS by Deed of Conveyance dated 9th day of May 1988, registered at the office of the A.D.S.R.O. Rajarhat New Town copied in Book No. I, Volume No. 72 Pages 373 to 386 being No. 3554 for the year 1988 the said Sri Samir Kumar Gyain, Sri Sanjoy Kumar Gyain, Sri Amiya Kumar Gyain and Sri Ashim Kumar Gyain have sold, transferred and conveyed to Smt. Asha Jaiswal (Vendor herein) ALL THAT piece or parcel of land measuring 2(Two) Cottahs 11 (Eleven) Chittacks 0(zero) sq.ft. more or less comprised in C.S. Dag No. 238, R.S. Dag No, 235 under C.S. Khatian No. 160, R.S. Khatian No. 342. Kri Khatian Nos. 877, 878, 12 & 14, lying in and situated at Mouza -Atghora, P.S, Rajarhat, in the District of North 24-Parganas fully described in the Schedule hereunder written absolutely and forever.

AND WHEREAS after the said Asha Jaiswal became the absolute owner and possessor of the plot of land measuring 2(two) Cottahs 11 (Eleven) Chittaks 0(zero) sq.ft. more or less duly mutated her

..... name to



name to the local Municipality and is now fully seized and possessed of otherwise well and sufficiently entitled to as the sole and absolute owner of the aforesaid plot of land and enjoying the same by paying all the taxes to the proper authority with the absolute power to dispose of the same to any body in any way whatsoever.

AND WHEREAS said Asha Jaiswal sold the land measuring 2 (Two) Cottahs 11 (Eleven) Chittaks 0 (zero) sq.ft. to "BETTERMAN ENGINEERS PVT LTD., (PAN AABCB9483G) having its registered office at 8D Chalta Bagan Lane, P.O. Beadon Street, P.S. Amherst Street, Kolkata 700006, represented by its Director MR. DINESH KUMAR JAISWAL, son of Late Ram Dhani Jaiswal, by faith - Hindu, by Nationality- Indian, by occupation - Business, residing at 2E/1, Chaltabagan Lane, P.O. Beadon Street, P.S. Amherst Street Kolkata-700006 by a registered deed of conveyance dated 19th day of March 2009 which was registered in the office at A.D.S.R. Rajarhat, New Town recorded in Book No. 1, CD Volume No.3, pages 4010 to 4025 being No.02413 for the year 2009.

- 2.1. Thus the said Owner became the owner of the Project property.
- 2.2. Upon protracted negotiations and discussions between the parties, the parties have mutually identified and finalized their respective rights and obligations pertaining to the Project and as part of the same it has been mutually agreed by and between them that;
 - 2.2.1. The Owner shall provide the Project Property for the Project;
 - 2.2.2. The Developer shall be responsible and liable for carrying out at its own risks and costs the construction, development and Completion of the Project in terms of this Agreement.
 - 2.2.3. The Developer would lead in the Project Development.
 - 2.2.4. The Owner and the Developer would share the Transferable Areas in the Agreed Ratio; and

..... 2.3. In connection



2.3. In connection with responsibility and obligation of the Owner, the Owner has made the following representations and assurances to the Developer which have been verified by the Developer and found to be true and correct:-

- i) That the Project Property is one single block of contiguous landed property containing a minimum 2(Two) Cottahs 11 (Eleven) Chittacks 0 (zero) sq.ft. without a gap in between and with connectivity from public road in the manner elsewhere herein mentioned.
- ii) The facts about, the devolution of title to the Project Property is recited in the purchase deeds and connected documents and the same are all true and correct to the best of the knowledge of the Owner.
- iii) The Owner is a distinct independent entity and has approved the transaction with the Developer envisaged herein freely and unequivocally and have good right, full power, absolute authority and indefeasible title to enter into this Agreement and perform and discharge the obligations contained herein.
- iv) The Owner has assured the Developer that the Project Property is having good marketable Title.
- v) The Owner has not at any time done or executed or knowingly suffered or been party or privy to any act deed, matter or thing, including grant of right of easement, whereby portion of the Project Property or any part thereof can or may be impeached, encumbered or affected in the title or would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.

..... vi) No person



- vi) No person or persons whatsoever have/had/has made any claim of pre-emption over and in respect of the Project Property or any part thereof.
- vii) That the Owner have not prior to the execution of this Agreement, entered upon any agreement or contract with any other person or persons in connection with the sale of the Project Property or any part thereof or its development/dealing with/ transfer/ lease.
- viii) That the Owner have absolute unfettered and unqualified right to enter into this Agreement with the Developer;
- ix) In case any defect in the title is detected hereafter or any approval / permission / sanction / clearances etc., are revoked by the issuing authority, the Owner, in the first instance, will rectify /invalidate the same at its own cost and efforts, if the Owner fails to rectify/revalidate the above and the Project Development cannot be taken forward any further then the Owner will forthwith refund the Security Deposit as well as the costs and expenses incurred by the Developer for the Project Development.
- x) There is no difficulty in compliance of the obligations of the Owner hereunder.

2.3A In connection with responsibilities and obligations of the Developer, the Developer has made the following representations and assurances to the Owner which the Owner believed to be true and correct:

- i) The Developer is carrying on business of construction and development of real estate and the Developer has infrastructure and expertise in this field and can also market the Project to prospective Transferees.

..... ii) The Developer



- ii) The Developer has the necessary resources to complete the Project and to make arrangements for the funds required for the same. The Developer has the required expertise and financial capability to carry out, complete and finish the project.
- iii) The Developer has full authority to enter into this Agreement and appropriate resolutions/ authorizations to that effect exist.
- iv) There is no difficulty in compliance of the obligations of the Developer hereunder.

2.4. The parties are now entering upon this agreement to put into writing all the terms and conditions agreed between them in connection with the Project as hereinafter contained:

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

ARTICLE -III # BROAD AND BASIC TERMS AND CONDITIONS

3. CONSIDERATION AND ENTITLEMENTS OF THE PARTIES BROADLY:

- 3.1. In the premises aforesaid, the parties have agreed and contracted with each other for providing of the Project Property and its development and commercial exploitation for the benefit of the parties respectively as contained herein and for the consideration and on the terms and conditions hereinafter contained.
- 3.2. The Owner has agreed to grant permissive possession of the land in the Project Property in terms hereof to the Developer to be henceforth used exclusively and solely for the purpose of the Project Development subject to the terms and conditions

..... hereinafter



hereinafter contained and the Developer has agreed to be solely responsible and liable without any recourse to the Owner for the Project Development on the terms and conditions hereinafter contained.

- 3.3. In consideration of the mutual promises of the parties and subject to terms and conditions contained in this agreement:
- 3.3.1. The Owner hereby agrees that with effect from the date of execution hereof, the Developer, subject to the Developer is in strict compliance of its obligations under this Agreement, shall have the sole and exclusive rights, authorities and entitlements (a) to develop and construct upon the Project Property and (b) to the Developer's Allocation and (c) to Transfer all Transferable Areas within the Developer's Allocation as morefully contained herein and (d) all other properties benefits and rights to which the Developer is expressly entitled hereunder.
- 3.3.2. The Developer hereby agrees that the Owner shall be entitled (a) to the Owner's Allocation and (b) all other properties, benefits and rights to which the Owner is entitled hereunder;
- 3.4. Each of the parties agrees to carry out their respective obligations and liabilities hereunder in the manner agreed to herein within the stipulated periods thereof.
- 3.5. The Developer agrees to develop the Project Property in the manner hereinafter mentioned and to provide or cause to be provided all requisite finance, workmanship, materials and technical know how for the same.
- 3.6. After obtaining the Completion Certificate, the Owner shall be exclusively entitled to and shall have exclusive right to transfer or dispose of Units in Owner's Allocation and be exclusively entitled

..... to the



to the entire sale proceeds thereof and the Developer shall not have any right title interest claim or demand of any nature whatsoever therein or in any part thereof. The Developer shall not, subsequent to the handover by the Developer of the Owner's Allocation to the Owner, in any way interfere with or disturb the quiet and peaceful possession and enjoyment of Owner's Allocation.

ARTICLE - IV # CERTAIN OBLIGATIONS OF OWNER

PART I PROJECT PROPERTY CONTRIBUTION AND ATTRIBUTES :

- 4.1 In connection with the Project Property as a whole and each and every part thereof, the Owner shall, at its own costs and expenses, be bound to comply with and meet the following criterions and requirements:
- 4.1.1 **PROVIDING PROJECT PROPERTY** The Owner shall be wholly responsible and liable to provide and ensure providing of the Project Property towards the Project in terms hereof.
- 4.1.2 **TOTAL SIZE AND PHYSICALITY:** The Project Property as a whole is expected to have an area of 2(Two) cottahs 11 (Eleven) Chittacks 0(zero) sq.ft. more or less contiguous land in a single block and shall have access from public road as dealt with later in this agreement. Any variation in the area or location of Project Property can be made only upon prior written approval of the Developer. With any such variation, if agreed to by the Developer, the Project Property shall stand modified accordingly without any change in the Agreed Ratio however the share of party will modify proportionately.
- 4.1.3 **FREE OF ENCUMBRANCES:** Save and except the mortgage created or to be created by the Owner over the Project Property in favour of any lender any time before or after the effective-date, the Project Property and each part thereof shall

..... not be



not be made subject to any further Encumbrances including but not be limited to mortgages, charges, liens, lispendens, attachments, leases, tenancies, occupancy rights, bargadar (if applicable) licenses, uses, debutters, trusts, wakf, acquisition, requisition, vesting, claims, demands and liabilities whatsoever or howsoever.

4.1.4 **MUTATION AND NATURE OF USE AT THE TIME OF PURCHASE:** The Project Property is properly mutated in the name of the Owner and necessary conversion etc shall be taken by the Owner at his own cost.

4.1.5 **PHYSICAL POSSESSION:** The possession of the Project Property is in complete vacant peaceful condition of the Owner.

4.2 In connection with the Project Development as a whole and each and every part thereof, the Developer shall in addition to any other obligations provided elsewhere in this Agreement at its own risks, costs and expenses, be bound to comply with and meet the following obligations and requirements:

APPROVALS: The Developer shall be solely responsible and liable to procure and maintain or renew till completion all the Approvals at its own risks, costs and expenses so far as any Approvals required for sanction of the New Building Plan are concerned, the same shall be purchased by the Developer.

PART-III POSSESSION OF PROJECT PROPERTY AND TITLE DEEDS

4.3 **POSSESSION:** The Project property shall remain in possession of the Owner till such time exclusive possession is made over to the Developer in terms hereof. Such possession shall be linked with the obligation to deliver permissive possession on licensed basis to the Developer in vacant peaceful manner as agreed to hereinafter. The Owner shall carefully defend and protect the possession and shall not part with the same or lose possession under any circumstances.

..... 4.3.1 On and



4.3.1 On and from the Effective date, the Owner shall make over vacant and peaceful and exclusive permissive possession of the project property to the Developer and the Developer shall thereafter hold the same exclusively for the purposes envisaged in this agreement as a licensee of the Owner Provided however that, nothing contained herein shall be construed as delivery of possession in part performance of any Agreement of Sale under Section 53A of the Transfer of Property Act, 1882 or Section 2(47)(v) of Income Tax Act, 1961.

4.3.2 **TITLE DEEDS OF PROJECT PROPERTY:** All original records of rights and other original documents and papers relating to title of the project property (hereinafter collectively referred to as "Land Documents") shall with effect from the date hereof always remain in possession and custody of the Developer.

4.3.3 For the purpose of creating a mortgage by Deposit of Title Deeds in respect of the project property, the Developer shall also be entitled to produce and give originals of the said land documents or copies and extracts of and from the said original documents before banks or other financial institutions who would be providing finance/loans/advances to the Developer and also provide copies to any financier giving loans or advances to any Transferee for which purpose the production and delivery as required

4.3.4 Notwithstanding anything contained in Clause 16.2 (Arbitration), on termination of the Agreement by any of the Parties for any reason, all Land Documents shall be forthwith returned to the Owner.

4.3.5 Upon completion of the Project and Transfer of all the Transferable Areas and formation of an Association of the Transferees thereof, the Land Documents shall be handed over to such Association.



PART-IV PRE-DEVELOPMENT COMMENCEMENT OBLIGATIONS

- 4.4 PRE-DEVELOPMENT COMMENCEMENT ATTRIBUTES: Within days from the date of execution hereof (unless any other time is specifically mentioned hereinafter), the Parties shall do and comply with the following:
- 4.4.1 BOUNDARY WALL: The Owner has already secured the Project Property as a whole with boundary wall and with suitable entry/exit gates. The Developer shall, if so required by the Owner, appoint its contractors and agents for carrying out additional fencing at the costs and expenses of the Developer :
- 4.4.2 MUTATION and Conversion: Mutation and Conversion of the property is the responsibility of the Owner and shall provide copies of the evidences thereof to the Developer and deliver the originals as part of the Land Documents.
- 4.4.3 CORRECTION OF RECORDS AND RECTIFICATION OF DEFECT/DEFICIENCY: In case the records of the Municipality or any other concerned authority require any correction or rectification or change, the Owner shall cause the same. Any defect or deficiency in any records in respect of the Project Property or in the title of the Project Property whether detected before or after Effective Date, shall be removed, rectified and remedied by the Owner.
- 4.4.4 The Owner will extend all its support to the Developer for tackling and removing any local or political disturbance if any concerning the Project Property or its development or transfer.
- 4.4.5 All necessary regulator/ Approvals / Permissions / Sanctions / Clearances etc, such as, Fire Licence, Microwave Clearances etc, for the sanction of the New Building Plan shall be arranged by the Developer.



PART IV BUILDING PLANS AND APPROVALS FOR DEVELOPMENT :

- 4.5 **SIGNATURE AND SUBMISSION:** The Owner shall sign, execute, submit and deliver all application undertaking, declaration, affidavit, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the obtaining of revised/renewal sanctions and approvals required to be obtained by the Owner for commencing or carrying out the Project Development at the Project Property.
- 4.6 **UTILITIES:** The Developer shall apply for and obtain at its costs and expenses and in the name of the Owner, temporary and/or permanent, connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the Project.

ARTICLE V # CERTAIN RIGHTS AND OBLIGATIONS OF THE DEVELOPER :

PART I # OVERALL PLANNING FOR DEVELOPMENT OF THE PROJECT PROPERTY:

- 5.1 **OVERALL PROJECT MANAGEMENT AND CO-ORDINATION:** The Developer shall be solely responsible for overall project management and co-ordination for the Project Development in a phase wise manner and the Owner shall not be liable or responsible therefore in any manner.
- 5.1.1 **PLANNING:** The Owner and the Developer agree that the entire planning and layout for the Project Development, including, inter alia, on the aspects mentioned herein below shall be done or caused by the Developer.
- 5.1.2 The conceptualization, development and construction of the Project Development;

..... 5.1.3 The different



5.1.3 The different types of constructions and developments at the Project Property including New Buildings, Parking Spaces and any halls or centres for any cultural ceremonial, social, recreational and/or community uses. Common Portions, facilities for common or exclusive uses, and any other residential, assembly, commercial or mercantile uses, it being clarified that the above list are neither mandatory nor exhaustive.

5.1.4 All or any developments and constructions of or relating to landscaping, plantation, natural or artificial water bodies, walkways, driveways, parks, beautification works etc., at the Project Property;

5.1.5 The nature of the constructions and developments at the Project Property including any underground, ground level or above the ground developments and constructions;

5.1.5 The different purposes for which the Project Property or part or parts thereof or any constructions or developments thereof can be used or be put to use, in accordance with the Building Plans sanctioned by the Municipal Authorities.

5.1.7 The identification of areas and portions of the Project Property or any developments and constructions to be allocated to different uses and purposes including portions to be used for New Buildings or Clubs or Parking Spaces or Common Portions or others;

5.1.8 The identification of different categories of users of different types of constructions and developments at the Project Property.

5.2 UTILIZATION OF FAR: In doing and carrying out the Planning, the Developer shall utilize the FAR approved as the case may be.

5.3 The Developer shall carry out the development at the Project Property and construct the New Building/s in accordance with the applicable laws, sanctioned building plans, specifications and elevations sanctioned and/or sanctionable by the concerned

..... authorities.



authorities. All cost, charges, expenses and penalty arising due to any breach or violation on the part of the Developer in this connection shall be borne and paid by the Developer and the Owner will not be responsible for the same in any manner whatsoever and the Developer shall keep the Owner, as directors, officers, employees, assigns and agents indemnified and harmless in this regard.

- 5.4 It is expressly agreed by and between the parties that the Developer alone shall be responsible for any deficiency/ quality of workmanship / construction, agreed to be done by the Developer in terms hereof and the Owner shall not be responsible in any manner whatsoever and the Developer shall indemnify the Owner, its directors, officers, employees, assigns and agents from all claims made on such account and suffered thereby, including for all claims demands whatsoever made by the Transferees of the Transferable Areas.
- 5.5 The Developer shall indemnify and shall always, keep the Owner, its directors, officers, employees, assigns and agents indemnified and harmless against:
- i) any lien or charge if suffered by the Owner on the same being lawfully or validly claimed or enforced against any material supplied in construction of New Buildings at the Project Property by any person;
 - ii) all actions or proceedings which may be brought or taken against the Owner in respect of claim, loss or damage to any adjoining property, public road or permission or to neighbors or passersby in the performance of carrying out of the work under this Agreement by the Developer thereby resulting in any loss or liability being suffered by the Owner;

..... iii) all acts



- iii) all acts of violation, negligence and deviation in respect of the Building Plans or applicable laws resulting in any loss or liability being suffered by the Owner and against all claims, demands, right, and actions of all workmen, engineers, architects and the respective successors to be employed in the construction of the New Building's resulting in any loss or liability being suffered by the Owner.
 - v) any claim suffered by the Owner on the same being made by any Transferee in respect any violation or breach of term or condition of Transfer of their respective units contained in any agreement. ("Transferees Agreement") and appurtenances agreed with them, including any delay in handing over of the Units.
 - vi) against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with (i) any misrepresentation or any breach of any representation or warranty contained in this Agreement; (ii) any breach of or non-compliance with any covenant or any other term of this Agreement; and (iii) any claims, demands, suits, litigation and proceedings of any nature in respect of Project Property.
 - vii) against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with respect to any non-compliances, by the Developer, of the Applicable Laws for development and construction of the Project.
- 5.6 All taxes, duties, cess, levies etc, levied by or payable to any Governmental Authority or any municipal or other authority relating to the Project Property, for the period from the Effective Date till the completion of the Project shall be the liability of the Developer.



PART II # DEMOLITION AND CONSTRUCTION FOR PROJECT DEVELOPMENT :

- 5.7 **GENERALLY:** The Developer shall be solely responsible and liable for development and construction activity at the -Project Property overall project management and co-ordination of all aspects thereof.
- 5.8 **COMMENCEMENT OF CONSTRUCTION :** Subject to the Owner not being in default in compliance of their Pre -Commencement or other obligations hereinbefore or hereinafter contained in this Agreement, the Developer shall cause the commencement of the work in respect of the Project Development as per sanction plan/Building Plan.
- 5.9 **CONSTRUCTION:** The Developer shall be responsible for the Project Development and shall construct and build the New Buildings and other constructions and developments at the Project Property and erection and installation of the Common Portions in accordance with the Building Plans and laws affecting the same.
- 5.10 **STANDARD CONSTRUCTION:** The Developer shall cause the Project Development in a good and workman like manner. The Quality of materials and specifications for construction and all equipments and installations at the Project Property to be decided by the Developer and shall be entitled to modify or alter the same. The Unit specifications, fittings and fixtures shall be decided by the Developer.
- 5.11 **COMMON PORTIONS:** The Developer shall identify the Common Portions in the Project Property for all or any of the following:-
- 5.11.1 different buildings and other types of Project Developments;
- 5.11.2 different phases;
- 5.11.3 different



such loans. The Owner and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents, etc. as be required in this regard by such banks, institutions and entities provided that there is no monetary liability for repayment of such loans or interest upon them or any of their agents nor any charge or lien on the Project/Project Property except the flat and appurtenances Lender sale or Transfer and save those occasioned due to cancellation of the agreement with the Transferee and to the extent to be mentioned in the agreement for sale to be entered with them. The liability arising out of any such cancellation shall be to the account of the party which is in default.

ARTICLE VIII # DISTRIBUTION OF AREA AND OTHER REVENUES :

- 8.1 **Separate Allocation:** The Allocations of the respective Parties shall be identified and allocated separately amongst the Owner and the Developer in the manner as provided in clause 8.2 below.
- 8.2 **Demarcation of Transferable Areas or incase the units selected**
: Demarcation of the area will be as decided by the Developer. If there is any fraction on division of a Unit, then the Party having higher fraction shall be entitled to retain the Unit and the other Party shall be compensated for the same on mutually agreed terms. All rights, interest and title in the Developer's Allocation shall vest with the Developer; and all rights, interest and title in the Owner's Allocation shall vest with the Owner. The identification and allocation of the separate portions of the parties in the Transferable Areas shall be as follows:-
- 8.2.1 The Owner would be allocated identified areas equivalent to 4750 sft of Transferable Areas as determined by Developer on the top floor as and being part of the Owner's Allocation and the Developer would be allocated identified all balance Transferable Areas as and being part of the Developer's Allocation.

..... 8.2.2 The location



8.2.2 The location of the respective identified areas of the parties in the Transferable Areas shall be identified as agreed and the areas so identified for the Owner shall belong in the Owner together with the undivided proportionate share in the land and Common Portions and installations and the areas so identified for the Developer shall belong to the Developer together with the undivided proportionate share in the land and Common Portions and installations.

8.2.3 The Owner shall be under obligation to convey the undivided and proportionate share in the Project Property comprised in the Units forming the Developer's Allocation to the Developer and/or its nominee or nominees and the Developer shall be under obligation to convey or confirm its share in the constructed areas forming part of the Owner's Allocation to the Owner and/or its nominee or nominees.

8.2.4 The Owner and the Developer shall be entitled to deal with and dispose of their respective identified portions to such person and at such price/consideration as they may respectively deem fit and proper Provided However That:-

- (i) Neither party shall make any commitment or enter upon any term which is or may be repugnant to or contrary to those contained of otherwise affects or prejudices the scope of the respective rights and obligations of the parties hereto hereunder;
- (ii) In case, while demarcating and identifying the respective allocations of the parties as aforesaid; it is found that the areas in any of the Transferable Areas cannot be allocated exactly, then the party receiving less area shall be paid by the party receiving more area a mutually agreed monetary compensation therefore based on valuation thereof.

..... 8.2.5 In case



- 8.2.5 In case of provision, of servant quarter within the complex then 1st party will be given preference to allot as per the rates, area and terms and conditions decided by Developer only.
- 8.2.6 In case the Developer is setting up the club or residents activity centre within the complex then the Owner will be given 4 Nos. residents membership without any extra cost.

ARTICLE IX # DISTRIBUTION OF OTHER REVENUES :

- 9.1. The Developer shall be entitled to all other Revenue/ collections, including the Extras and Deposits [save to the extent that the liability of refund / transfer of deposits to the Transferees / Association / Maintenance Body shall solely be that of the Developer].
- 9.2. **Modus of distribution :** To facilitate the distribution of the Other Revenue to the parties, they have mutually agreed as follows:-
- a) The entire collection of Extras and Deposits for the entire Transferable Area, irrespective of the Owner's Allocation or Developer's Allocation, will be collected by the Developer. In case the Developer facilitates the marketing of the Owner's Allocation, the relevant Extras and Deposits will be collected from the concerned transferees by the Developer directly. In case the Owner does not wish the Developer to facilitate the marketing of the Owner's Allocation, then the Owner shall cause the concerned transferees to pay the Extras and Deposits directly to the Developer.
 - b) Furthermore, a) in case the Owner sells any of the Units comprised in the Owner's Allocation, before receipt of the Completion Certificate, then the Owner shall ensure that the Extras and Deposits on account of the Units sold, shall be paid by the Transferees to the Developer directly as and when such Units are sold.

..... And



And

- c) In case it is found, upon receipt of the Completion Certificate that, either the whole or any portion of the Owner's Allocation remains unsold, then the Owner shall pay to the Developer the Extras and Deposits in respect of the entire unsold Units forthwith. Such Extras and Deposits shall be calculated on the basis of the sale price of the last Unit sold out of Developer's Allocation.
- d) The Deposit shall be used by the Developer specifically for the purposes they are meant and the balance amounts of the Deposits that may remain with the Developer shall be handed over to the Maintenance Body at the time of handing over of the charge of the common purposes. An indicative list of such extras and deposits are given in the Schedule hereto.

9.3. **EXTRAS AND DEPOSITS:** The Developer alone shall be entitled to receive/collect from all the Transferees all Extras and Deposits payable by the Transferees in respect of all Transferable Areas that is including the Owner's Allocation and the Developer's Allocation. However, if the Owner decides to sell Owner's Allocation on its own without taking the marketing help of Developer, after the completion of sale of Developer's Allocation, the Owner will reimburse the Extras and Deposits related to unsold Owner's Allocation to the Developer progressively in proportion to the sale realization of Developer's Allocation in the hands of the Developer. However, the Deposits shall be used by the Developer specifically for the purposes they are meant and the balance amounts of the deposits that may remain with the Developer shall be handed over to the Maintenance Body at the time of hand over of the charge of the Common Purposes. An indicative list of such extras and deposits are given in Schedule herein below.



ARTICLE X #COMMON PURPOSES AND MAINTENANCE IN-CHARGE :

10. COMMON PURPOSES:

10.1 Each of the Owner and the Developer and all Transferees of their respective allocations shall be bound and obliged to pay the amounts and outgoings and comply with the rules, regulations, restrictions and conditions as may be framed by the Developer and adopted for or relating to the Common Purposes.

10.1.1. Furthermore, while dealing with and/or entering into any agreements and other documents of transfer of their respective allocations or any part thereof, the Owner and the Developer shall respectively necessarily incorporate all rules, regulations restrictions and conditions framed by the Developer.

10.1.2. The Developer alone shall be entitled to receive / collect from all the transferees all the payments connection with common area maintenance and common purposes, including maintenance deposit if any, which will be payable by the transferee in respect of the entire transferable area, which includes the Owner's Allocation as well as Developer's Allocation. However, if the Owner decides to sell Owner's Allocation its own without taking the marketing help of Developer i.e. only after the completion of the sale of Developer's Allocation, Owner will reimburse the entire maintenance fees/deposits/other outgoings in connection with the common area maintenance for the entire unsold Owner's Allocation, to the Developer, as long as the Developer is in charge of Common Area Maintenance and, thereafter, to the Association or Associations to be forwarded for the purpose.

..... 10.2. MAINTENANCE



10.2. MAINTENANCE IN CHARGE:

- 10.2.1. The Developer shall upon completion of the proposed Development at the Project Property form one or more Association (which may be a Society or Company or Association or Co-operative Society as may be deemed proper and expedient) for the Common Purposes and till such time as the Association is formed the Developer or its nominee shall be in charge for the Common Purposes;
- 10.2.2. Until formation of the Association and handover of the charge of the Common Purposes or any aspect thereof to the Association, the Developer shall be free to appoint different agencies or organizations for any activities relating to Common Purposes at such consideration and on such terms and conditions as the Developer may deem fit and proper. All charges of such agencies and organizations shall be part of the Common Expenses.
- 10.2.3 Notwithstanding any formation or Association or handover of charge to it, neither the Association nor the member thereof or any Transferee shall be entitled to frame any rule or regulation or decide any condition which may affect any right or privileges of the parties hereto.

ARTICLE XI # COVENANTS:

11. COVENANTS BY THE OWNER:

- 11.1. The Owner do hereby covenant with the Developer as follows:-
- 11.1.1. That each and every representation made by the Owner hereinabove are all true and correct and agrees and covenants to perform each and every representation and the failure in such performance or defection of any representation as false (partially or wholly) or incorrect, or misleading shall amount to breach and default of the terms and conditions of this agreement by the Owner and all consequences in respect thereof shall be for and to the account of and borne and paid by the Owner.

..... 11.1.2. That



- 11.1.2. That with effect from the date of execution hereof, the Owner shall neither deal with, transfer, let out or create any Encumbrance in respect of the Project Property or any part thereof or any development to be made thereat save only to the extent permitted expressly hereunder.
- 11.1.3. The Owner shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Developer.
- 11.1.4. That the Owner shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and not do or permit any act or omission contrary to the terms and conditions of this agreement in any manner.
- 11.1.5. Subject to the Developer is in strict compliance with all its obligations under this Agreement, that the Owner shall not cause any interference or hindrance in the construction and development, at the Project Property by the Developer and/or Transfer of the Developer's Allocation and not to do any act deed or thing whereby any right of the Developer hereunder may be affected.
- 11.1.6. Subject to the Developer is in strict compliance of its obligations, the Owner shall ensure that it shall not act in any manner which is detrimental to this agreement or goes against the terms and conditions of this agreement and shall not disturb the Project in any manner and shall keep the Developer and all persons deriving right from the Developer, fully saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions or proceeding that may be suffered or incurred by them or any of them in this behalf.

..... 11.1.7. Unless



11.1.7. Unless changed by the Owner and communicated to the Developer in writing, only the Owner's Authorised Representative shall be and is hereby authorized by the Owner to deal with the Developer in day to day matters involving the Project.

11.2 COVENANTS BY THE DEVELOPER: The Developer do hereby covenant with the Owner as follows :-

11.2.1 That each and every representation made by the Developer hereinabove are all true and correct and agrees and covenants to perform each and every representation.

11.2.2. The Developer do and each of them doth hereby agree and covenant with the Owner not to do any act deed or thing whereby any right or obligation of the Owner hereunder may be affected or the Owner is prevented from making or proceeding with the compliance of the obligations of the Owner hereunder.

11.2.3. The Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without any delays or defaults and shall not do or permit any act or omission contrary to the terms and conditions of this agreement in any manner.

11.2.4. The Developer shall not be entitled to assign this Agreement or any part thereof as from the date hereof without the prior consent in writing of the Owner.

11.2.5. The Developer shall construct and develop the Project strictly in accordance with all applicable laws.

11.2.6. The Developer shall purchase and maintain insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to injure the Project and all related assets against

..... risks in



risks in an adequate amount, consistent with similar facilities of the size and type of the Project and as may be required by the lenders (if any). The premiums payable on insurance coverage as indicated above, including any costs and expenses incidental to the procurement and enforcement of such insurance cover shall be part of the Project costs. The proceeds from all insurance claims, except for life and injury, shall be promptly be applied for the repair, renovation, restoration or re-instatement of the Project assets, facilities and services or any part thereof, which may have been damaged or destroyed.

- 11.2.7. The Developer shall be responsible to make all necessary applications and follow-up for obtaining the completion/occupancy certificate from the relevant Governmental Authority at its own expenses.

ARTICLE XII # FORCE MAJEURE

12. Force Majeure

12.1 Force Mejeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement which does not arise out of a breach or default by such Party of any of its obligations under this Agreement or applicable laws but which arises from, or is attributable to -

- i) Fire, Flood, Earthquake, storm, lightning, epidemic, disaster or such other unforeseen natural calamities;
- ii) Riots, civil commotion and disturbances, disorder, insurgency, explosion, enemy action or war or military operations or terrorist action labour/worker/staff unrest or stop work or strike by them;
- iii) interruption in the supply of utilities required in the Project for a period in excess of 3 days;

..... iv) Shortage/



13.2. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned herein, the Owner shall grant the same to the Developer at the latter's costs and expenses and agree not to revoke the same also during the subsistence of this Agreement.

13.3. **AUTHORITY AND ADDITIONAL POWERS :** It is understood that to facilitate the construction of Development at the Project Property by the Developer and for obtaining necessary connections and utilities therein or therefore, various acts, deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such acts deeds matter and things as may be reasonably required by the Developer to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or authorization may be reasonably required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer.

13.4. The said power or powers of attorney to be so granted by the Owner to the Developer and/or its nominee/s shall form a part of this agreement and the Owner shall not be entitled to revoke, modify or alter the same without the prior written consent of the Developer.

ARTICLE IV# MISCELLANEOUS :

14.1 **PROPERTY TAXES AND OUTGOINGS:** From the date of the making over exclusive permissive possession of the project Property till obtaining the Completion/Occupancy Certificate, all

..... taxes and



taxes and outgoings (excluding arrears) on account of municipal/ panchayat tax, land-revenue, land tax, and other outgoings in aspect of the Project Property shall be borne paid and discharged by the Developer.

- 14.2 **INDEMNITY BY OWNER:** All times hereafter the Owner hereto shall indemnify and agree to keep the Developer, saved harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owner being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owner.
- 14.3 **DISSOLUTION OR INCAPACITY OF COMPANY :** In case of Winding Up, Liquidation, Strike Off, Dissolution of any of the Parties hereto entity or reference of the same to BIFR or any incapacity of the Board of the Company to act the same shall not affect this agreement or the rights and obligations of the other constituents and parties hereto. The Official Liquidator, Registrar of Companies or any successor in law entitled to act on behalf of such Company shall be bound by the terms and conditions of this agreement and for all obligations and liabilities of such Company hereunder and all powers of attorney given by such Company shall remain valid and subsisting and binding upon such successor.
- 14.4 **NOMINEES OF DEVELOPER :** The rights and obligations of the Developer shall equally bind any nominee/s of the Developer purchasing any part or portion of the Project property. The expression Developer used in this agreement shall unless there be something contrary or repugnant to the subject or context, be

..... deemed to



deemed to mean and include such nominee/s for all intents and purposes. Such nominee or nominees shall be and for all intents and purposes be deemed to have all the rights and authorities conferred hereunder (upon the Developer) jointly with the Developer and shall be deemed to have joined this agreement as part of the Developer.

- 14.5 **NO PARTNERSHIP OR AOP :** The Owner and the Developer have entered into this Agreement purely as a contract and nothing construed 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.
- 14.6 **WAIVERS :** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. A waiver on occasion shall not be deemed to be waiver of same or any other breach or non-fulfillment on a future occasion.
- 14.7 **ENTIRE AGREEMENT :** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties written oral or implied.
- 14.8 **PART UNENFORCEABILITY :** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be effected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree, in the circumstances referred above to the use all

..... reasonable



reasonable endeavours to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

14.9 MODIFICATIONS: 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 the Owner and the Developer.

14.10 EXECUTION IN DUPLICATE: This agreement is being executed in duplicate, one copy each whereof shall be retained by either party and each copy whereof shall be deemed to be the original.

ARTICLE XV # DEFAULTS AND CONSEQUENCES:

15. DEFAULTS OF OWNER AND CONSEQUENCES :

15.1 In case the Owner fails and/or neglects to make out a marketable title to the Project Property or any part thereof or to obtain the New Building Plan within 3 months hereof or fails to deliver possession of the Project-Property within one month from the date of being called upon by the Developer or to comply with any of their obligations mentioned in this Agreement in the manner or within the period stipulated therefore, the Owner shall be liable to pay all amounts for the time being paid or incurred by the Developer on the Project for the period of delay and without affecting the obligation to pay interest as above, the Developer shall be entitled to take any one or more of the following recourses in any priority or order as the Developer shall deem fit and proper:-

15.1.1 To itself try and attempt the compliance of the obligation under default at the cost and expense of the Owner and by paying such amounts and in such manner and on such terms and conditions as the Developer may deem fit and proper and without being liable to the Owner for the result of such attempt;

..... 15.1.2 To exclude



- 15.1.2 To exclude the portion or portions as may be the subject matter of such default from being part of the Project Property and to continue the Project in the balance portion. In case of any such exclusion, the Project Property shall be varied accordingly;
- 15.1.3 To cancel the contract envisaged herein and in such event the consequences of Cancellation.
- 15.2 EFFECTS OF DEVELOPER CARRYING OUT OBLIGATION OF OWNER: In case the Developer attempting the compliances of the obligation of the Owner under default, the amounts, costs and expenses paid or incurred by the Developer shall be the liability of the Owner exclusively and the Developer shall have a lien on the Owner's Allocation for such amount. The amount and interest shall be adjustable out of the share of Revenue receivable by the Owner and the parties shall instruct the Bankers for necessary adjustment of the same.
- 15.3 CONSEQUENCES OF CANCELLATION: In case the Developer cancels this Agreement, then notwithstanding anything elsewhere to the contrary contained in this Agreement the following consequences shall apply:
- 15.3.1 Any cancellation affecting part of the Project Property shall not affect the continuance of this agreement in respect of the remaining parts of the Project Property.
- 15.3.2 Any Revenue received by either party from the Transferees and required to be refunded owing to cancellation, shall be refunded by the parties respectively and the Owner shall be liable for any other claims of the Transferees.
- 15.3.3 The refundable Security Deposit of Rs.10,00,000/- (Rupees Ten lakhs) only and all other amounts on any account paid or incurred by the Developer on the Project Property including on its purchase, planning or development or otherwise together with all interest, compensation and damages payable by the Owner, shall immediately and in any event within 15 days of being demanded by the Developer, become refundable by the Owner to the Developer;

..... 15.1.2 To exclude



upon completion of the concerned phase and accounting of the same, if it is found that the costs of construction of such phase exceeds the value of Developer's Allocation, the Developer shall pay the deficit costs of construction to the Owner and if such costs of construction are less than the value of Developer's Allocation, the surplus Revenue shall be forthwith paid by the Owner to the Developer. Takeover by the Owner shall result in automatic cancellation of the agreement and the security deposit shall be refunded by the Owner to the Developer after adjusting the deficit costs of construction if receivable from the Developer as stated hereinbefore or alongwith the payment of the surplus Revenue.

15.6 In case the Owner comply with and/or are ready and willing to carry out their obligations as stated herein and the Developer fails and/or neglects to comply with its other obligations within the stipulated period, shall be entitled to sue the Developer for specific performance of the contract and/or damages.

15.7 **UNILATERAL CANCELLATION:** Neither party hereto can unilaterally cancel or rescind this agreement at any time unless such party is entitled to do so by express terms of this agreement contained elsewhere herein upon default of the other party.

15.8 **CHOICE OF REMEDIES:** It is clarified that the exercise of any one or more remedy by any party shall not be or constitute a bar for the exercise of any other remedy by the Developer at any time. Furthermore, the liability of the Owner to pay interest at the rate and in terms of the other Clauses of this agreement shall continue for the entire duration until payment/repayment of the entire dues irrespective of the exercise of the other remedies by the defaulting party and without affecting the other liabilities of the defaulting party hereunder.

ARTICLE-XVI # NOTICES, ARBITRATION AND JURISDICTION :

16.1 NOTICES:

All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of despatch of such notice by prepaid registered post with

..... acknowledgement



acknowledgement due at the address of the other party mentioned or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered speed post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

16.2 ARBITRATION:

In the case of any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, between any of the parties, such Parties shall attempt to first resolve such dispute or claim through discussions between senior executives or representatives of the disputing parties, if the dispute is not resolved though such discussions within 60 (sixty) day after one disputing Party has served a written notice on the other disputing Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration in accordance with Arbitration and Conciliation Act, 1998 as in force on the date hereof or any subsequent amendment thereof :

- i) The venue of arbitration shall be Kolkata only;
- ii) The Arbitration Tribunal shall have summary powers and will be entitled to lay down their own procedure.
- iii) The Arbitration Tribunal will have liberty to give interim orders and/or directions.
- iv) The Arbitration Tribunal shall be entitled to rely on oral submissions made by the parties and to pass awards and/or directions based on such oral submissions.
- v) The Arbitration Tribunal will be at liberty to award compensation without being liable to assign any reason therefore and the parties have agreed not to challenge the authority of the Arbitrators in awarding such compensation.

..... vi) The parties



- vi) The parties agree to abide by all their directions and/or awards and not to challenge the same in any manner whatsoever or howsoever.
- vii) Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement. The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such tribunal shall be shared equally.
- viii) While any dispute is pending, the disputing Parties shall continue to perform such of their obligations under this Agreement as do not relate to the subject matter of the dispute, without prejudice to the final determination of the dispute in accordance with the provisions of this clause.

16.3 JURISDICTION :

Only the Courts within the Ordinary Original Civil Jurisdiction of the Calcutta High Court and those having territorial jurisdiction over the Project Property shall have the jurisdiction to entertain by and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove.

EXTRAS which shall include all costs, charges and expenses on account of :-

- (a) HT & LT power including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts and deposits payable to the electricity service provider;
- (b) one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like);

..... (c) selling up



- (c) setting up or providing any common portion or facility either forming part of or in variation and/or addition.
 - (d) Improved specifications of construction of the said complex over and above the specifications.
 - (e) Fees and expenses, if any, payable to any authority towards any Sale or Transfer Permission fees or otherwise in respect of the construction, sale or transfer envisaged hereunder.
 - (f) Legal Charges
 - (g) Stamp Duty, Registration Fees, Service Tax and any other tax and imposition levied by the State- Government, Central Government or any other authority ;
 - (h) Formation of Association/Holding Organization
 - (i) All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the Project Property or Development or on the construction or marketing.
 - (j) any internal change made in the layout of the Allocations and/or upgradation of fixtures and fittings.
 - (k) all other mutually agreed amounts on any account that may be charged by the Parties from the respective Transferees or any group of them from time to time.
2. DEPOSITS (Interest free) which shall include amounts of deposit on account of :-
- a. maintenance deposit to cover proportionate common expenses and maintenance charges (including receives of 24 months maintenance charges or more or less).

..... b. municipal



- b. municipal rates and taxes etc;
- c. Sinking Fund;
- d. Electric Charges Deposit;
- e. any other mutually agreed deposit.

THE SCHEDULE ABOVE REFERRED TO :

(Land)

ALL THAT the piece or parcel of land measuring 5 (five) Decimal i.e. equals to 2 (two) Cottahs 11 (eleven) Chittacks, more or less comprised in C.S. Dag No.238, R.S. Dag no.235, under C.S. Khatian No.160, R.S Khatian No.342, Kri Khatian Nos. 877, 878, 12 & 14 lying in and situated at Mouza Atghora, (Chinar Park), J.L No.10 Re.Su. No.133, Touzi No.172 under Ward No. 12, Police Station - Baguiati, superior landlord Govt. of West Bengal represented by the Collector North 24 Parganas Rayati Dakshali Swattiya land within the limits of Bidhannagar Municipal Corporation in the District of North 24 Parganas which is butted and bounded as follows :

- ON THE NORTH** : Part of R.S. Dag No. 235
- ON THE SOUTH** : Part of R.S. Dag No.235
- ON THE EAST** : Part of R.S. Dag No.240
- ON THE WEST** : Common Passage (12'-0")

..... In Witness



In Witness Whereof the parties hereunto set and subscribed their respective hands and seals the day, month and year first above written.

Signed Sealed and Delivered
by the above named **Owner**
at Kolkata in the presence of :

1. Debasish Guiri
P S Nagar
2A Paschim (3)
2. Binoyit Bhowm
244/3 East Kalia Para Road.
Hyrannagar - 743127

M/S BETTERMAN ENGINEERS PVT. LTD.

Director

Signature of the Owner

Signed Sealed and Delivered
by the above named **Developer**
at Kolkata in the presence of :

1. Debasish Guiri
P S Nagar
2A Paschim (3)
2. Binoyit Bhowm
244/3 East Kalia Para Road.
Hyrannagar - 743127

AMBEY REALTORS LLP

Partner/Designated Partner

AMBEY REALTORS LLP

Partner/Designated Partner

Signature of the Developer

This Development Agreement is
drafted and prepared at our office

For Subir Kumar Seal & Associates

Advocates,

High Court Calcutta.

Enrolment No. W.B.-F 588/487-94

P-106, Bangur Avenue, Block - C, Ground Floor

Police Station Lake Town, Kolkata - 700 055,

Phone : 033-2574-1768.

033-2574-3790.

Mobile : 91-98312-76735.

91-98304 76735.

E-mail - scal.associates@gmail.com

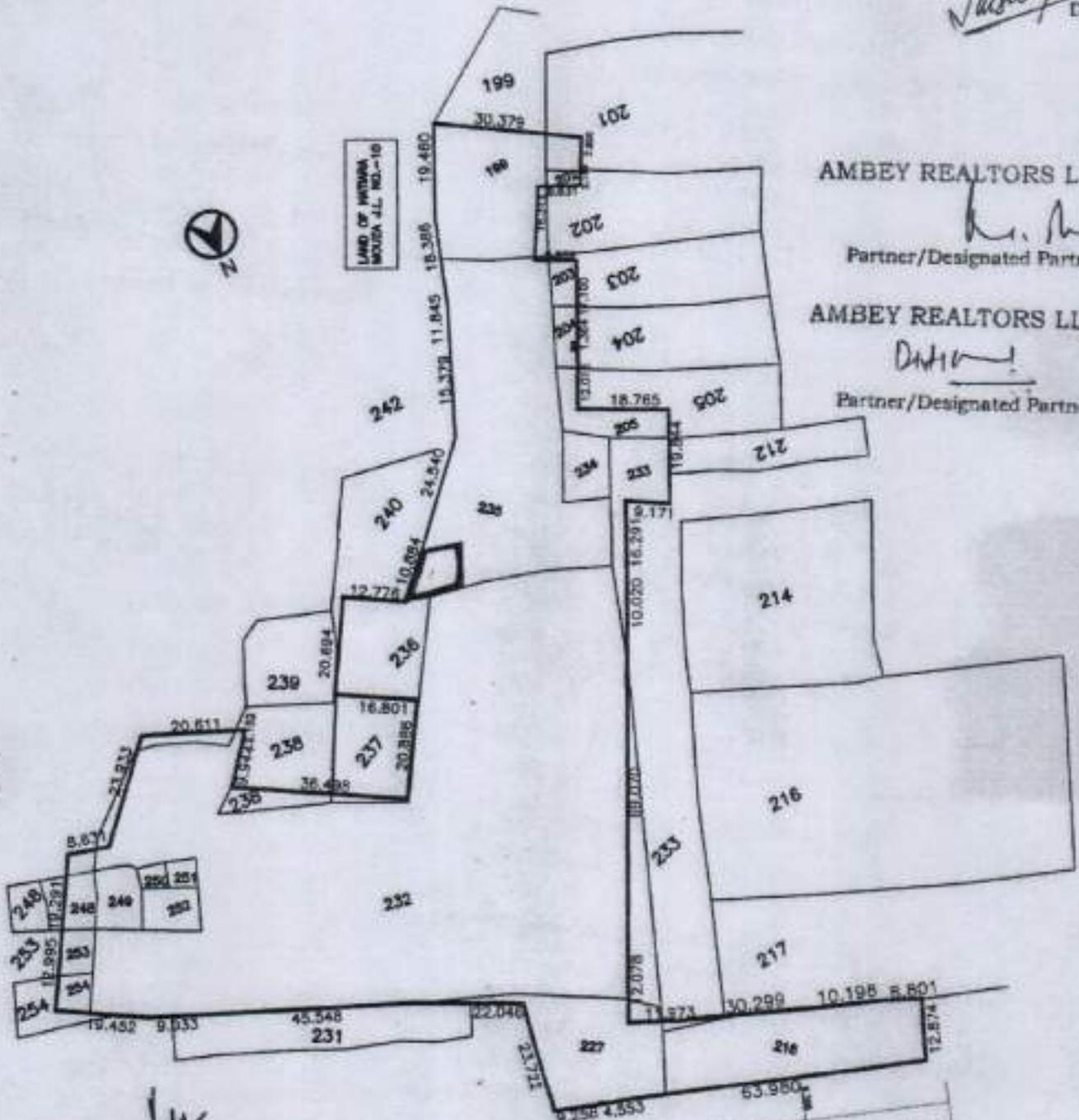
NO.-235 R.S KHATIAN NO -342 MOUZA-ATGHARA,J.L.NO.-10,P.O-R. GOPALPURE
MOUTHAT,BISWA BANGLA SARANI, UNDER WARD NO.-12 OF BIDHAN NAGAR MUNICIPAL CORPORATION.

PAR PARK CROSSING,KOLKATA-700157.

LAND AREA : 5 DECIMAL
(AS PER RECORD)
SCALE 1:1250

M/S BETTERMAN ENGINEERS PVT. LTD.

[Signature]
Director



AMBEY REALTORS LLP

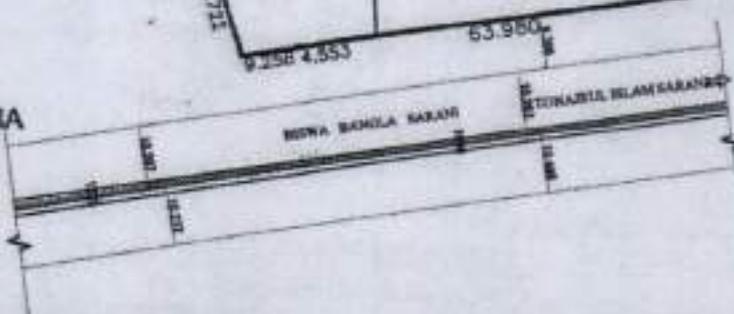
[Signature]
Partner/Designated Partner

AMBEY REALTORS LLP

[Signature]
Partner/Designated Partner

[Signature]
AMBER KUMAR CHANDGOTHA
B. Arch., M. Arch., A.I.I.A
Reg. No. - CA/93/15827

SIGNATURE OF ARCHITECT:





LITTLE	RING (LEFT HAND FINGER IMPRESSIONS)			THUMB
THUMB	FORE (RIGHT HAND FINGER IMPRESSIONS)			LITTLE

Hassan
SIGNATURE OF THE EXECUTANT/S



LITTLE	RING (LEFT HAND FINGER IMPRESSIONS)			THUMB
THUMB	FORE (RIGHT HAND FINGER IMPRESSIONS)			LITTLE

H. Hassan
SIGNATURE OF THE EXECUTANT/S



LITTLE	RING (LEFT HAND FINGER IMPRESSIONS)			THUMB
THUMB	FORE (RIGHT HAND FINGER IMPRESSIONS)			LITTLE

Datt
SIGNATURE OF THE EXECUTANT/S



M/s Betterman Engineers Pvt Ltd

[Handwritten Signature]
Director



M/S BETTERMAN ENGINEERS PVT. LTD.

[Handwritten Signature]
Director

व्यक्ति का आय कर

PERMANENT ACCOUNT NUMBER

AGTPJ6130F



नाम

DINESH KUMAR JAISWAL

पिता का नाम

RAM DHANI JAISWAL

जन्म तिथि

22-01-1957

हस्ताक्षर

[Handwritten Signature]

[Handwritten Signature]

आय कर अधिकारी, व. ६, ४२

COMMISSIONER OF INCOME-TAX, W. 6, 42



AMBEY REALTORS LLP

[Signature]
Partner/Designated Partner

AMBEY REALTORS LLP

[Signature]
Partner/Designated Partner

AMBEY REALTORS LLP

[Signature]
Designated Partner / Partners

PERMANENT ACCOUNT NUMBER
ADIPA4263G

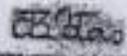


DIPAK KUMAR AGARWAL

DR. B. S. WADHWA
BASUDEO PRASAD AGARWAL

DATE OF BIRTH
16-08-1976

SIGNATURE
Dipak Kumar Agarwal



COMMISSIONER OF INCOME TAX - II

यह कार्ड का उपयोग केवल कर प्रेषण के लिए किया जा सकता है।
यदि इस कार्ड का उपयोग नहीं किया जाता है तो यह अमान्य है।
कॉपी न करें।
www.1600000

In case this card is lost/stolen, call this form number to
report it immediately.
This is the office of Income Tax (Systems & Technology),
IT, 1600000,
Chhatrapati Square,
Calcutta-700 000.

Dipak

Dipak



भारतीय निर्वाचन आयोग
 भारत
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD

KOY1559129



निर्वाचक नाम : सुभाष चाटर्जी
 Elector's Name : Subhas Chatterjee
 पिता/पति : भाय चंद चाटर्जी
 Father's Name : Bhanu Chand Chatterjee
 लिंग/Sex : पुरु/ M
 जन्म तिथि/Date of Birth : 01/11/1992

KOY1559129

Address:
 27/1, BADA BAGAN BASTI, SOUTH
 DUM DUM, LAKE TOWN, NORTH 24
 PARGANAS, 700048

(Handwritten Signature)

Date: 10/12/2011
 Facsimile Signature of the Electoral
 Registration Officer for
 118-Bidhannagar Constituency

In case of change in address mention this Card No.
 in the relevant form for updating your name in
 the roll at the change address and to attach the
 card with your dossier.

(Handwritten Signature)



भारत सरकार

भारत सरकार



दीपक आगरवाल
Dipak Agarwal

जन्म वर्ष / Year of Birth : 1975
पुरुष / Male



4090 8280 7090

आधार - आम आदमी का अधिकार

Dipak



भारतीय विशिष्ट पहचान प्राधिकरण
INDIAN IDENTIFICATION AUTHORITY OF INDIA

पता: S/O बासुदेव आगरवाल, जंगल-बी, Address: S/O Basudeo Agarwal,
1st फ्लोर, 54, बंगुर एवेन्यू, निकट मॉथर डायरी, BANGUR AVENUE, NEAR
बंगुरी, कोलकाता, वेस्ट बंगाल, 700055 MOTHER DIARY, KOLKATA,
Bangur Avenue, West Bengal,
700055

1947
1800 180 1947

1947
1947@aiid.gov.in

1947
www.aiid.gov.in

1947
PG. No. 1947
Benguru-400 001

Dipak



भारत सरकार
GOVERNMENT OF INDIA



राज कुमार अग्रवाल
Raj Kumar Agarwal
जन्मदिनांक/ DOB: 12/05/1958
पुरुष / MALE



9282 1783 1297

MEERA AADHAAR, MERI PEHACHAN



भारतीय विशिष्ट पहचान प्राधिकरण
NATIONAL IDENTIFICATION AUTHORITY OF INDIA

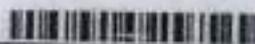
ठिकाना:

अ/डि. छोटे लाल
अग्रवाल, ग्रीन वुड सोनीटा,
फ्लॉर-3, 13/14A टॉवर-3,
नियत सिटी सेंटर-2,
हातिारा, उत्तर 24 पारगना,
पश्चिम बंगाल - 700157

Address

5/D: Chhote Lal Agarwal,
green wood soneta,
13/14A tower-3, near city
centre-2, Hatiara, North 24
Parganas,
West Bengal - 700157

9282 1783 1297



1947
1800 305 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru-560 001

*for the purpose
Self Agreed*

he. Mrs


ভারত সরকার
Government of India



দীনেশ কুমার জাইসওয়াল
Dinesh Kumar Jaiswal
 পিতা : রামচন্দ্র রাম জাইসওয়াল
 Father : Ramchandra Ram Jaiswal

জন্মতারিখ/DOB: 22/01/1957
 পুরুষ / Male

9874 0854 9153



আধার - সাধারণ মানুষের অধিকার


ভারত সরকার
Unique Identification Authority of India

ঠিকানা: সি ব্লক স্পেকটটown
 ডি.আই.সি রোড, এয়ারপোর্ট
 গোপালপুর (ম), রগুনথপুর
 উত্তর ২৪ পরগণা, পশ্চিম বঙ্গ,

Address: 5C BLOCK
 95PECTOWN, V.I.P ROAD,
 AIRPORT, Rajarhat
 Gopalpur (m), Ragunathpur,
 North 24 Parganas, West
 Bengal, 700059

9874 0854 9153


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Rajarat



Government of West Bengal

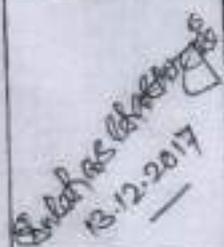
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19041000197858/2017

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr DINESH KUMAR JAISWAL 2E/1, CHALTABAGAN LANE, P.O:- BEADON STREET, P.S:- Amherst Street, District:-Kolkata, West Bengal, India, PIN - 700006	Representative of Land Lord [BETTER MAN ENGINEE RS PVT LTD.]			 DINESH KUMAR JAISWAL 13/12/2017
2	Mr RAJ KUMAR AGARWAL 13,14 NEW TOWN ROAD, P.O:- ACTION AREA IID, P.S:- New Town, District:- North 24-Parganas, West Bengal, India, PIN - 700157	Representative of Developer [AMBEY REALTOR S LLP]		2441	 RAJ KUMAR AGARWAL 13/12/2017
3	Mr DIPAK KUMAR AGARWAL 54, BANGURE AVENUE, Block/Sector: B, Flat No: 1B, P.O:- BANGUR AVENUE, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055	Representative of Developer [AMBEY REALTOR S LLP]		2435	 DIPAK KUMAR AGARWAL 13.12.2017

Sl No.	Name and Address of Identifier	Identifier of	Signature with date
1	Mr SUBHAS CHATTERJEE Son of Shri SHYAM CHAND CHATTERJEE 27/1,BASAK BAGAN,PATIPUKUR, P.O:- SREEBHUMI, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048	Mr DINESH KUMAR JAISWAL, Mr RAJ KUMAR AGARWAL, Mr DIPAK KUMAR AGARWAL	 13-12-2017

(Asit Kumar Joarder)
**ADDITIONAL REGISTRAR
OF ASSURANCE**
OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal

Major Information of the Deed

Deed No :	I-1904-12621/2017	Date of Registration	16/12/2017
Query No / Year	1904-1000197858/2017	Office where deed is registered	
Query Date	06/06/2017 3:36:56 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	G DAS 4, K.S ROY ROAD, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9832541752, Status : Others		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs. 10,00,000/-]		
Set Forth value	Market Value		
	Rs. 1,07,49,998/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,121/- (Article:48(g))	Rs. 10,105/- (Article:E, E, B, M(a), M(b), i)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip (Urban area)		

Land Details :

District: North 24-Parganas, P.S.- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Rajarhat Road, Road Zone : (Joramandir -- Atghara Crossing) , Mouza: Atghara

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1	LR-235	LR-342	Bastu	Bastu	2 Katha 11 Chatak		1,07,49,998/-	Property is on Road
Grand Total :					4.4344Dec	0/-	107,49,998 /-	

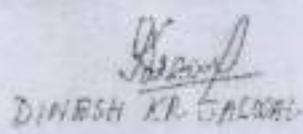
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	BETTERMAN ENGINEERS PVT LTD BD, CHAITA BAGAN LANE, P.O.- BEADON STREET, P.S.- Amharst Street, District-Kolkata, West Bengal, PIN - 700006 , PAN No.: AABCB9453G, Status :Organization, Executed by: Representative, Executed by: Representative

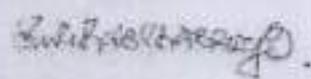
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	AMBEY REALTORS LLP 305, NEW TOWN ROAD, P.O.- RAJARHAT, P.S.- Baguiati, District-North 24-Parganas, West Bengal, India, PIN - 700136 , PAN No.: ABCFA8196Q, Status :Organization, Executed by: Representative

Representative Details :

Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Signature
	Mr DINESH KUMAR JAISWAL Son of Late RAM DHANI JAISWAL Date of Execution - 13/12/2017, Admitted by: Self, Date of Admission: 16/12/2017, Place of Admission of Execution: Office	 Dec 16 2017 12:00PM	 L1 16/12/2017
	Signature:  DINESH KR. JAISWAL 16/12/2017		
2E/1, CHALTABAGAN LANE, P.O.- BEADON STREET, P.S.- Amherst Street, District-Kolkata, West Bengal, India, PIN - 700006, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ACTPJ6130F Status : Representative, Representative of : BETTERMAN ENGINEERS PVT LTD (as DIRECTOR)			
	Mr RAJ KUMAR AGARWAL Son of Late CHHOTE LAL AGARWAL 13,14 NEW TOWN ROAD, P.O.- ACTION AREA IID, P.S.- New Town, District-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.: ACKPA0021B Status : Representative, Representative of : AMBEY REALTORS LLP (as PARTNER)		
	Mr DIPAK KUMAR AGARWAL (Presentant) Son of Mr BASUDEO AGARWAL 54, BANGURE AVENUE, Block/Sector: B, Flat No: 1B, P.O.- BANGUR AVENUE, P.S.- Lake Town, District-North 24-Parganas, West Bengal, India, PIN - 700055, Sex: Male By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.: ADIPA4263G Status : Representative, Representative of : AMBEY REALTORS LLP (as PARTNER)		

Identifier Details :

Name & address	
Mr SUBHAS CHATTERJEE Son of Shri SHYAM CHAND CHATTERJEE 27/1, BASAK BAGAN, PATIPIKUR, P.O.- SREEBHUMI, P.S.- Lake Town, District-North 24-Parganas, West Bengal, India, PIN - 700048, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Identifier Of Mr DINESH KUMAR JAISWAL, Mr RAJ KUMAR AGARWAL, Mr DIPAK KUMAR AGARWAL	16/12/2017
	

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	BETTERMAN ENGINEERS PVT LTD	AMBEY REALTORS LLP-4.43437 Dec

Endorsement For Deed Number : I - 190412621 / 2017

On 06-06-2017

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 1,07,49,998/-

Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 13-12-2017

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

Presented for registration at 22.22 hrs on 13-12-2017, at the Private residence by Mr DIPAK KUMAR AGARWAL,

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

Execution is admitted on 13-12-2017 by Mr RAJ KUMAR AGARWAL, PARTNER, AMBEY REALTORS LLP, 305, NEW TOWN ROAD, P.O.- RAJARHAT, P.S.- Baguiati, District-North 24-Parganas, West Bengal, India, PIN - 700136

Identified by Mr SUBHAS CHATTERJEE, , Son of Shri SHYAM CHAND CHATTERJEE, 27/1,BASAK BAGAN,PATIPUKUR, P.O: SREEBHUMI, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by profession Service

Execution is admitted on 13-12-2017 by Mr DIPAK KUMAR AGARWAL, PARTNER, AMBEY REALTORS LLP, 305, NEW TOWN ROAD, P.O.- RAJARHAT, P.S.- Baguiati, District-North 24-Parganas, West Bengal, India, PIN - 700136

Identified by Mr SUBHAS CHATTERJEE, , Son of Shri SHYAM CHAND CHATTERJEE, 27/1,BASAK BAGAN,PATIPUKUR, P.O: SREEBHUMI, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,105/- (B = Rs 10,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 10,105/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/06/2017 12:14PM with Govt. Ref. No: 192017180018148401 on 09-06-2017, Amount Rs: 10,105/-, Bank: Syndicate Bank (SYNB0009595), Ref. No. GRIPS09061710032 on 09-06-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by by online = Rs 20,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/06/2017 12:14PM with Govt. Ref. No: 192017180018148401 on 09-06-2017, Amount Rs: 20,021/-, Bank: Syndicate Bank (SYNB0009595), Ref. No. GRIPS09061710032 on 09-06-2017, Head of Account 0030-02-103-003-02

Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 16-12-2017

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.

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

Execution is admitted on 16-12-2017 by Mr DINESH KUMAR JAISWAL, DIRECTOR, BETTERMAN ENGINEERS LTD, 8D, CHAITA BAGAN LANE, P.O.- BEADON STREET, P.S.- Amharst Street, District:-Kolkata, West Bengal, India, PIN - 700006

Identified by Mr SUBHAS CHATTERJEE, , Son of Shri SHYAM CHAND CHATTERJEE, 27/1,BASAK BAGAN,PATIPUKUR, P.O: SREEBHUMI, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by profession Service

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 100/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 9229, Amount: Rs.100/-, Date of Purchase: 13/12/2017, Vendor name: A K Saha

AK

Asit Kumar Joarder

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69,
Registered in Book - I
Volume number 1904-2018, Page from 1428 to 1494
being No 190412621 for the year 2017.



Digitally signed by ASIT KUMAR
JORDER
Date: 2018.01.01 16:51:09 +05:30
Reason: Digital Signing of Deed.

(Asit Kumar Jorder) 01-01-2018 16:51:02
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)