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> Additional District 2 Rejarket, Herr Town, North 24 Pergeom

> > 2 0 AUG 2018

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DEVELOPMENT AGREEMENT

Date: 20th August 20 1.

2. Place : Kolkata

3 Parties :

3.1 GORA CHAND CHATTERJEE



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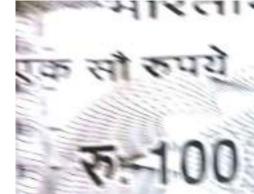
<u>AGREEMENT</u>

1. Date: 20th August 20

Place : Kolkata

Parties:

3.1 GORA CHAND CHATTERJEE





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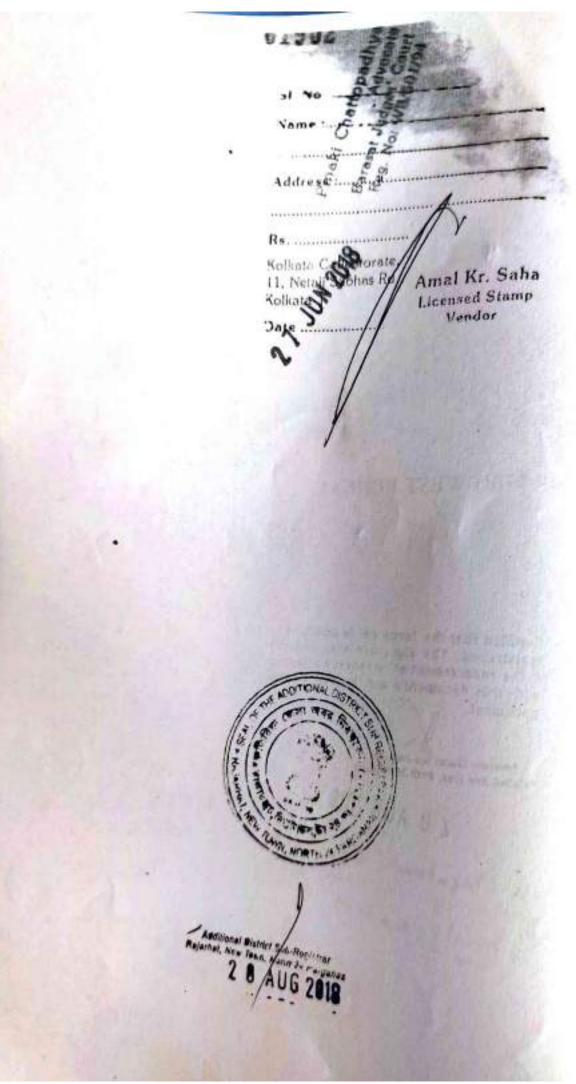
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0 AUG 2018

DEVELOPMENT AGREEMENT

- Dare: 20th August i
- 2. Place : Kolkata
- Parties : 3.
- 3.1 GORA CHAND CHATTERJEE



[PAN NO. AAGPC6640L] & [MOBILE NO. 9432093914], son of Late Binoy Kumar Chatterjee, by faith - Hindu, by occupation - Retired Person, by nationality - Indian, residing at 147, Lake Town, Block-B. P.O. Lake Town, P.S. Lake Town, Kolkata - 700 089, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as the "LANDOWNER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns and nominee or nominees) of the ONE PART.

AND

3.2

S.P.J. DEVELOPERS [PAN NO. ABNFS7424A], a Partnership Firm, having its Office at Rama Apartment, T-17, Teghoria Main Road, P.O. Hatiara, P.S. Baguiati, Kolkata - 700 157, District North 24 Parganas, West Bengal, represented by its Partners namely (1) SUSANTA BISWAS [PAN NO. ADOPB4263P] & [MOBILE NO. 9831558732], son of Panchanan Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at TM-5/105, Teghoria, Nishikanan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700 157, District North 24 Parganas, West Bengal, (2) PRASANTA BISWAS [PAN NO. AGZPB5190M] & [MOBILE NO. 9830594392], son of Panchanan Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at TG-3/38, Teghoria, Lichubagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700 157, District North 24 Parganas, West Bengal & (3) JAYANTA BISWAS [PAN NO. AKLPB7146H] & [MOBILE NO. 9903106459], son of Panchanan Biswas, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at TG-3/38, Teghoria, Lichubagan, P.O. Hatiara, P.S. Baguiati, Kolkata - 700 157, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representative, and assigns) of the OTHER PART.

Landowner and the Developer collectively Parties and individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

- 4. Subject Matter of Development :
- 4.1 Development Project & Appurtenances :
- 4.1.1 Project Property : ALL THAT piece and parcel of land measuring :

C.S. Dug	R.S. Dag	C.S. Khatian	R.S. Khatian	Nature of	Total Land Area					
No.	No.	No.	No.	Land	K :	CH	4	SEL		
1419	1459	90	205	Danga	05 -	00	-	00		

In total a demarcated plot of land measuring 5 (Five) Cottahs be the same a little more or less, lying and situate at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, comprised in C.S. Dag No. 1419, R.S. Dag No. 1459, under C.S. Khatian No. 90, R.S. Khatian No. 205, A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of formerly Rajarhat Gopalpur Municipality in Ward No. 9 thereafter Ward No. 21, presently within the local limit of Bidhannagar Municipal Corporation in Ward No. 15, [Jyangra Dakshin Math (Jyangra), Aurobinda Pally, P.O. Jyangra, Kolkata - 700 059], in the District North 24 Parganas, in the State of West Bengal, morefully described in the First Schedule hereinafter written.

- 5. Background, Representations, Warranties and Covenants :
- Representations and Warranties Regarding Title: The Landowner has made the following representations and given the following warranties to the Developer regarding title.
- 5.1.1 Absolute Joint Ownership of (1) Moulabi Mohammad Musa & (2) Moulabi Mohammad Abdul Kayum: One (1) Moulabi Mohammad Musa & (2) Moulabi Mohammad Abdul Kayum, were the absolute joint owners of land measuring:

C.S. Dag	R.S. Dag	C.S. Khatian	R.S. Khatian	Joint Ownership
No.	No.	No.	No.	[In.Decimal]
1410	1459	90	205	49

Contd.....4

In total land measuring 49 (Forty Nine) Decimals more or less, comprised in C.S. Dag No. 1419, R.S. Dag No. 1459, under C.S. Khatian No. 90, R.S. Khatian No. 205, in Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, alongwith other lands, by purchasing the same from one Abdul Ahad Mondal, by the strength of a Registered Deed of Conveyance, registered on 10.03.1942, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 14, Pages 248 to 250, being Deed No. 3483 for the year 1942.

5.1.2 Joint Sale by (1) Moulabi Mohammad Musa & (2) Moulabi Mohammad Abdul Kayum to Md. Jaharul Haque: The said (1) Moulabi Mohammad Musa & (2) Moulabi Mohammad Abdul Kayum, jointly sold, transferred and conveyed the aforesaid plot of land measuring:

C.S. Dag	R.S. Dag	C.S. Khatian	R.S. Khatian	Sold Property
Ne.	No.	No.	No.	[In Decimal]
1419	1459	90	205	49

In total land measuring 49 (Forty Nine) Decimals more or less, comprised in C.S. Dag No. 1419, R.S. Dag No. 1459, under C.S. Khatian No. 90, R.S. Khatian No. 205, in Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, alongwith other lands, to one Md. Jaharul Haque, by the strength of a Registered Deed of Conveyance, registered on 01.03.1955, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 34, Pages 168 to 171, being Deed No. 1919 for the year 1955.

5.1.3 Absolute Ownership of Md. Jaharul Haque under Deed No. 1919 for the year
1955: Thus on the basis of the aforenoted Registered Deed, bearing Deed No. 1919
for the year 1955, the said Md. Jaharul Haque, became the absolute owner of the
aforesaid land measuring:

C.S. Dag	R.S. Dag	C.S. Khatian	R.S. Khatian	Ü	Absolute Ownership
No.	No.	No.	No.		[In Decimal]
1419	1459	90	 205		49

In total land measuring 49 (Forty Nine) Decimals more or less, comprised in C.S. Dag No. 1419, R.S. Dag No. 1459, under C.S. Khatian No. 90, R.S. Khatian No. 205, in Moura - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, alongwith other lands.

5.1.4 Sale by Md. Jaharul Haque to Nani Gopal Bhattacharya: The said Md. Jaharul Haque sold, transferred and conveyed the aforesaid land measuring:

C.S. Dag	B.S. Dag	C.S. Khatian	R.S. Khatian	Sold Property
No.	No.	No.	No.	[In Decimal]
1419	1459	90	205	49

In total land measuring 49 (Forty Nine) Decimals more or less, comprised in C.S. Dag No. 1419, R.S. Dag No. 1459, under C.S. Khatian No. 90, R.S. Khatian No. 205, in Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, alongwith other lands, to one Nami Gopal Bhattacharya, son of Late Binod Behari Bhattacharya, by the strength of a Registered Deed of Conveyance, registered on 02.03.1967, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 28, Pages 35 to 38, being Deed No. 1397 for the year 1967.

5.1.5 Absolute Ownership of Nani Gopal Bhattacharya under Deed No. 1397 for the year 1967: Thus on the basis of the aforesaid deed, bearing Deed No. 1397 for the year 1967, the said Nani Gopal Bhattacharya, became the absolute owner of the aforesaid land measuring:

C.S. Dag	R.S. Dag	C.S. Khatian	R.S. Khatian	Absolute Ownership
	No	No.	Ne.	[In Decimal]
No.	1400	60	205	49
1419	1459	90		

In total land measuring 49 (Forty Nine) Decimals more or less, comprised in C.S. Dag No. 1419, R.S. Dag No. 1459, under C.S. Khatian No. 90, R.S. Khatian No. 205, in Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, along with other lands:

5.2 Sale by Nani Gopal Bhattacharya to Sukla Ganguly @ Shampa Ganguly : The said Nani Gopal Bhattacharya plotted the aforesaid total lands into several plots, and sold, transferred and conveyed a demarcated plot of land, being Plot No. 'A', land measuring:

			R.S. Khatian	Sold	L.P.	opert	y.	
C.S. Dag No. 1419	R.S. Das No. 1459	C.S. Khatian No. 90	No. 205	K 02				

In total land measuring 2 (Two) Cottahs more or less, comprised in C.S. Dag No. 1419.

R.S. Dag No. 1459, under C.S. Khatian No. 90, R.S. Khatian No. 205, in Mouza-Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Sukla Ganguly @ Shampa Ganguly, wife of Salil Ganguly, by the strength of a Registered Deed of Conveyance, registered on Salil Ganguly, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and 13.03.1990, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, Volume No. 41, Pages 81 to 90, being Deed No. 1903 for the year 1990.

- Record by Sukla Ganguly @ Shampa Ganguly: After purchasing the same, the said Sukla Ganguly @ Shampa Ganguly, recorded her name in the record of the concerned Rajarhat Gopalpur Municipality in Ward No. 9, thereafter in Ward No. 21.
 - 5.2.2 Absolute Ownership of Sukla Ganguly @ Shampa Ganguly under Deed No. 1903
 for the year 1990: Thus on the basis of the aforesaid Registered Deed, bearing Deed
 No. 1903 for the year 1990, the said Sukla Ganguly @ Shampa Ganguly, became the
 absolute owner of:

ALL THAT piece and parcel of a demarcated plot of land measuring

ALL III	100					Absolut	e Owner	ship.
C S Dag No. 1419	R. 5. Dag No. 1459	C.S. E No. 90	Chatian	R.S. Khatian No. 205	Nature of Land Danga	<u>K</u> : 02 -	CH :	SET

In total land measuring 2 (Two) Cottahs be the same a little more or less, being Plot No. 'A', lying and situate at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, comprised in C.S. Dag No. 1419, R.S. Dag No. 1459, under C.S. Khatian No. 90, R.S. Khatian No. 205, A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of formerly Rajarhat Gopalpur Municipality in Ward No. 9 thereafter

Ward No. 21, presently within the local limit of Bidhannagar Municipal Corporation in Ward No. 15, [Jyangra Dakshin Math (Jyangra), Aurobinda Pally, P.O. Jyangra, Kolkata - 700 059], in the District North 24 Parganas, in the State of West Bengal.



Sale by Sukla Ganguly @ Shampa Ganguly to the present Owner, Gora Chand Chatterjee: The said Sukla Ganguly @ Shampa Ganguly, sold, transferred and conveyed the aforesaid plot of land measuring:

CONTRACTOR OF		C.S. Khatian	R.S. Khatian	Nature of	Sold Property					
C.S. Dag	R.S. Dag	C.S. Khatian		Land	K		CH		SEL	
No.	No.	No.	No.	Lund			00	-	00	
1419	1459	90	205	Danga	02		00			

In total land measuring 2 (Two) Cottahs be the same a little more or less, being Plot No. 'A', lying and situate at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, comprised in C.S. Dag No. 1419, R.S. Dag No. 1459, under C.S. Khatian No. 90, R.S. Khatian No. 205, A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of formerly Rajarhat Gopalpur Municipality in Ward No. 9 thereafter Ward No. 21, presently within the local limit of Bidhannagar Municipal Corporation in Ward No. 15, [Jyangra Dakshin Math (Jyangra), Aurobinda Pally, P.O. Jyangra, Kolkata - 700 059], in the District North 24 Parganas, in the State of West Bengal, to one Gora Chand Chatterjee, present owner herein, by the strength of a Registered Deed of Conveyance, registered on 11.10.2017, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. 1, Volume No. 1523-2017, Pages 294611 to 294636, being Deed No. 152309889 for the year 2017.



Absolute Ownership of Gora Chand Chatterjee under Deed No. 152309889 for the year 2017: Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 152309889 for the year 2017, the said Gora Chand Chatterjee, Landowner herein, became the absolute owner of ALL THAT piece and parcel of land measuring:

			n c Whating	Nature of	Absolute Ownership					
C.S. Dag	R.S. Dag	C.S. Khatian	R.S. Khatian	Land	К	4	CH	2	SFT.	
No.	No.	No.	No.		02		00	2	00	
1419	1459	90	205	Danga						

In total land measuring 2 (Two) Cottahs be the same a little more or less, being Plot No. 'A', lying and situate at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, comprised in C.S. Dag No. 1419, R.S. Dag No. 1459, under C.S. Khatian No. 90, R.S. Khatian No. 205, A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of formerly Rajarhat Gopalpur Municipality in Ward No. 9 thereafter Ward No. 21, presently within the local limit of Bidhannagar Municipal Corporation in Ward No. 15, [Jyangra Dakshin Math (Jyangra), Aurobinda Pally, P.O. Jyangra, Kolkata - 700 059], in the District North 24 Parganas, in the State of West Bengal.

5.3 Again Sale by Nani Gopal Bhattacharya to Brata Bhattacharjee: The said Nani Gopal Bhattacharya out of his aforesaid total ownership (as described in Clause No. 5.1.5 hereinabove), again sold, transferred and conveyed another adjacent plot of land, being Plot No. 'B', land measuring:

	n c D	C.S. Khatian	R.S. Khatian	Sold Property					
C.S. Dag	R.S. Dag		No.	K		CH	*	SFT	
No.	No.	No.	100000	03		00		00	
1419	1459	90	205	03.					

In total land measuring 3 (Three) Cottahs more or less, comprised in C.S. Dag No. 1419, R.S. Dag No. 1459, under C.S. Khatian No. 90, R.S. Khatian No. 205, in Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Brata Bhattacharjee, wife of Salil Bhattacharjee, by the strength of a Registered Deed of Conveyance, registered on 13.03.1990, registered in the office of the A.D.S.R. Bidhannagar, Salt-Lake City, and recorded in Book No. 1, Volume No. 41, Pages 91 to 100, being Deed No. 1904 for the year 1990.

(5.3.1)

Sale by Brata Bhattacharjee to Santimoyee Chatterjee: The said Brata Bhattacharjee sold, transferred and conveyed her aforesaid plot of land, being Plot No. 'B', land measuring:

			R.S. Khatian	Sold Property					
C.S. Dag	R.S. Dag	C.S. Khatian	200	K	120	CH	-	SFT	
No.	No.	No.	No.			00		00	
1419	1459	90	205	0.0		1075			

In total land measuring 3 (Three) Cottahs more or less, comprised in C.S. Dag No. 1419, R.S. Dag No. 1459, under C.S. Khatian No. 90, R.S. Khatian No. 205, in Mouza

- Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Santimoyee Chatterjee, wife of Late Binoy Kumar Chatterjee, by the strength of a Registered Deed of Conveyance, registered on 06.08.2003, registered in the office of the Additional Registrar of Assurances-II, Kolkata, and recorded in Book No. I, Volume No. 1, Pages 1 to 19.

(3.2)

Gift by Santimoyee Chatterjee to her son, Gora Chand Chatterjee: The said Santimoyee Chatterjee gifted her aforesaid plot of land, being Plot No. 'B', land measuring:

C.S. Dag	R.S. Dag	C.S. Khatian	R.S. Khatian	Gif	ted	Prop	erty	Ê
No.	No.	No.	No.	K		CH	1	SFL
1419	1459	90	205	03		00	ু	24.

being Deed No. 03863 for the year 2005.

In total land measuring 3 (Three) Cottahs more or less, comprised in C.S. Dag No. 1419, R.S. Dag No. 1459, under C.S. Khatian No. 90, R.S. Khatian No. 205, in Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, within the local limit of formerly Rajarhat Gopalpur Municipality in Ward No. 21, presently within the local limit of Bidhannagar Municipal Corporation in Ward No. 15, in the District North 24 Parganas, to her son, Gora Chand Chatterjee, Landowner herein, by the strength of a Registered Deed of Gift, registered on 22.12.2015, registered in the office of the Additional Registrar of Assurances-IV, Kolkata, and recorded in Book No. 1, Volume No. 1904-2015, Pages 109353 to 109372, being Deed No. 190403135 for the year 2015.





Absolute Ownership of Gora Chand Chatterjee under Deed No. 190403135 for the year 2015: Thus on the basis of the aforementioned Registered Deed of Gift, bearing Deed No. 190403135 for the year 2015, the said Gora Chand Chatterjee, Landowner herein, became the absolute owner of ALL THAT piece and parcel of plot of land, being Plot No. 'B', land measuring:

C.5. Dag	R.S. Dag	C.S. Khatian	R.S. Khatian	Ab	jolu	te Ov	vne	cship
No.	No.	No.	No.	K	÷	CH		SET
1419	1459	90	205	. 03	0	00		00

In total land measuring 3 (Three) Cottahs more or less, comprised in C.S. Dag No. 1419, R.S. Dag No. 1459, under C.S. Khatian No. 90, R.S. Khatian No. 205, in Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, within the local limit of formerly Rajarhat Gopalpur Municipality in Ward No. 21, presently within the local limit of Bidhannagar Municipal Corporation in Ward No. 15, in the District North 24 Parganas.

Absolute Total Ownership of Gora Chand Chatterjee under (1) Deed No. 190403135 for the year 2015 & (2) Deed No. 152309889 for the year 2017: Thus on the basis of the aforementioned (1) Registered Deed of Gift, bearing Deed No. 190403135 for the year 2015 & (2) Registered Deed of Conveyance, bearing Deed No. 152309889 for the year 2017, the said Gora Chand Chatterjee, Landowner herein, became the absolute sole and total owner of:

ALL THAT piece and parcel of land measuring :

00.0	D.C. Dog	C.S. Khatian	R.S. Khatian	Nature of	Tot	al C	wners	ship	
C.S. Dag	R.S. Dag	No.	No.	Land	K	:	CH	=	SEL
No. 1419	1459	90	205	Danga	05	٠	00	*	00

In total a demarcated plot of land measuring 5 (Five) Cottahs be the same a little more or less, being Plot No. 'A & B', lying and situate at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, comprised in C.S. Dag No. 1419, R.S. Dag No. 1459, under C.S. Khatian No. 90, R.S. Khatian No. 205, A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of formerly Rajarhat Gopalpur Municipality in Ward No. 9 thereafter Ward No. 21, presently within the local limit of Bidhannagar Municipal Corporation in Ward No. 15, [Jyangra Dakshin Math (Jyangra), Aurobinda Pally, P.O. Jyangra, Kolkata - 700 059], in the District North 24 Parganas, in the State of West Bengal, and morefully described in the First Schedule hereunder written.

6. Desire of Development of the Land & Acceptance: The said Gora Chand Chatterjee, Landowner herein express his desire to develop his aforesaid total plot of land measuring 5 (Five) Cottahs more or less and morefully described in the First Schedule hereunder written, by constructing a multi storied building thereon in accordance with the said sanctioned building plan sanctioned by the concerned authority as described above, and the present Developer accepted the said proposal and the

present Landowner has decided to enter into the present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.

7. Registered Power of Attorney: For the smooth running of the said project, the present Landowner agreed to execute a registered Power of Attorney, by which the Landowner herein has appointed and nominated present Developer herein as his Constituted Attorneys, to act on behalf of the Landowner.

8. DEFINITION :

- 8.1 Building: Shall mean multi storied building so to be constructed on the schedule property.
- 8.2 Common Facilities & Amenities: Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 8.3 Saleable Space: Shall mean the space within the building, which is to be available as an unit / flat for independent use and occupation in respect of Landowner's Allocation & Developer's Allocation as mentioned in this Agreement.
- 8.4 Landowner's Allocation: Shall mean the understood consideration against the project on the plot of land of the Landowner morefully described in the Second Schedule hereunder written including the proportionate share of common areas, common facilities and the common amenities as described in the Third Schedule. Also with the right of roof top.
- 8.5 Developer's Allocation: Shall mean romaining 52% of the constructed area of the proposed building excluding Landowner's Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 8.6 Architect / Engineer: Shall mean such person or persons being appointed by the Developer to draw the building plan and look after the constructional work of the building.

- 8.7 Transfer: With its grammatical variations shall include transfer by possession by dint of registered Indenture and/or by any means adopted for transfer of space which is now under possession of Landowner to itending purchaser/s.
- 8.8 Building Plan: Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the concerned authority/authorities for construction of the building, including its modification and amenities and alterations.
- 8.9 Built Up Area/Lockable Area: Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.
- 8.10 Total Covered Area: Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift (if any) & lobby areas of that particular floor.
- 8.11 Super Built Up Area (For any Individual Unit): Here super built up area means the total covered area plus service area. Here service area means 25% of the total covered area.

9. LANDOWNER'S RIGHT & REPRESENTATION :

- Indemnification regarding Possession & Delivery: The Landowner is now seized and possessed of and / or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.
- 9.2 Free From Encumbrance: The Landowner also indemnifies that the schedule property is free from all encumbrances and the Landowner has marketable title in respect of the said premises.

10. <u>DEVELOPER / PROMOTER'S RIGHTS</u>:

10.1 Authority of Developer: The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement, in this regard the Landowner has no liability.

- 10.2 Right of Construction: The Landowner hereby grant permission an exclusive rights to the Developer to build new building upon the schedule property.
- 10.3 Construction Cost: The Developer shall carry total construction work of the present building at their own costs and expenses. No liability on account of construction cost will be charged from Landowner's Allocation.
- 10.4 Sale Proceeds of Developer's Allocation: The Developer will take the sale proceeds of Developer's Allocation exclusively.
- 10.5 Booking & Agreement for Sale: Booking from intending purchaser/s for Developer's Allocation will be signed by the Developer themselves and also on behalf of the Landowner by virtue of a registered Power of Attorney. The total sale consideration of Developer's Allocation will be fully taken by the Developer and the related Money Receipts will also be issued by the Developer only by their names without creating any liabilities on the Landowner.
- 10.6 Selling Rate: The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowner.
- 10.7 Profit & Loss: The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- Possession to the Landowner: On completion of the project, the Developer will handover undisputed possession of the Landowner's Allocation Together With all rights of the common facilities and amenities to the Landowner with Possession Letter and will take release from the Landowner by executing a Deed of Release.
- 10.9 Possession to the intending purchaser: On completion of the project, the Developer will handover respective possession of transferred areas excluding Owner's Allocation to respective intending purchaser/s, related possession letters duly signed by the Developer themselves with the help of said registered Power of Attorney.
- 10.10 Deed of Conveyance: The Deed of Conveyance will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holders of the Landowner in respect of Developer's Allocation.

11. CONSIDERATION :

11.1 Permission against Consideration: The Landowner grant permission to the Developer with exclusive right to construct the proposed building against allotment of Landowner's Allocation.

12. DEALING OF SPACE IN THE BUILDING :

- 12.1 Exclusive Power of Dealings of Landowner: The Landowner shall be entitled to transfer or otherwise deal with Landowners' Allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowner's Allocation.
- Exclusive Power of Dealings of Developer: The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowner and the Landowner shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

13. POWER AND PROCEDURE :

- I, Landowner/Executant/Principal herein, am executing one Power of Attorney to be duly registered before appropriate authority empowering the Developer stated herein the complete construction of building and sale of flats (excluding Owner's Allocation) thereof by executing Deed of Conveyance. The said constituted attorney will do, act and represent myself, as follows, excluding Owner's Allocation:
- To appear and represent before the authorities of Bidhannagar Municipal Corportion, CESC Ltd./W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new building/s and do all the needful as per the terms and conditions mentioned in this present Development Agreement, for allotment/registration and sale of flats, shops, garage spaces of Developer's Allocation.

- (b) To apply, obtain electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Developer/Attorney may think fit and proper.
- (c) To manage and maintain the said premises including the building/s to be constructed thereon.
- (d) To sign, verify and file applications, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of said premises before concerned authority or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.
- (e) To pay all Municipal and other Statutory Taxes, Rates and charges in respect of the said land and premises on my behalf and in my names as and when the same will become due and payable.
- To enter in to any Agreement for Sale, Memorandum of Understanding and / or any other instruments and deeds & documents in respect of sale of flat/s, units and / or car parking spaces within Developer's Allocation in the proposed building/s in favour of the intending purchaser/s in terms of the present Development Agreement. To take finance/loan in their names (Developer's name) or in the name of intending purchaser/s from any financial concern by depositing and mortgaging flat/flats/shops/garages from Developer's Allocation and to sign in the papers and documents for the said purpose. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and / or Deed of Conveyance and / or any other instrument and document in respect of sale of flats/s, shop/s, units and / or car parking spaces in the proposed building/s in favour of the intending purchaser/s relating to Developer's Allocation.
- (g) To receive the consideration money in cash or by cheque / draft from the intending purchaser or purchasers for booking of flat/s, shops/garages or units or car parking spaces relating to Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s.

- (h) To do all the needful according to the condition mentioned in this present Development Agreement regarding negotiation, agreement / contact for sale of flats, garages, covered spaces and car parking spaces within the Developer's Allocation.
- (i) To instruct the Advocate / Lawyer for preparing and / or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in this present Development Agreement, as may be necessary for the purpose for sale of the flats / units and car parking spaces in the said building/s relating to Developer's Allocation in my said premises.
- (i) To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning my said premises or any part or portion thereof.
- (k) To sign, declare and / or affirm any Plaint, Written Statement, Petition, Affidavit, Verification, Vokalatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers related to any proceeding in respect of said premises erected on the schedule mentioned plot of land.
- (l) That Attorney/Developer will take all the necessary steps before the proper Registering
 Officer by signing, presenting and executing proper Agreements for Sale / Deeds of
 Conveyance in favour of any intending purchasers of Developer's Allocation.
- (m) For all or any of the purposes herein before-stated and to appear and represent me before all concerned authorities having jurisdiction over my said premises as per the condition mentioned in the this present Agreement.
- (n) The Developer/Constituted Attorney will do the aforesaid acts, deeds and things only in regard to development/construction of building on the schedule mentioned plot of land.

14. <u>NEW BUILDING</u>:

14.1 Completion of Project: The Developer shall at their own cost, construct and complete the proposed building with good and standard material as per specification mentioned herein and advised by the appointed engineer.

- 14.2 Installation of Common Amenities: The Developer shall at their own cost shall install and erect Water Pump, Tank, Overhead Reservoir, Electrification in common areas, revolving gate at the point of ingress and egress to the said premises, permanent electric connection from W.B.S.E.D.C.L. Temporary electric connection shall be provided in the building on mutual discussion till the permanent electric supply from authority is obtained.
- 14.3 Architect Fees etc.: All costs, charges and expenses including Architect's fees, Engineer's fees, plan / revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowner shall bear no responsibility in this context.
- 14.4 Municipal Taxes & Other Taxes of the Property: The Landowner shall pay and clear up all arrears, if any, under the head Municipal Taxes of the schedule mentioned plot of land till the date of signing this Development Agreement. And right after that the Developer shall start paying Municipal Taxes till completion of project and handing over possession of flats to intending purchaser/s.
- 14.5 Upkeep Repair & Maintenance: Repairs, Maintenance and Upkeepment of said building, electrical fittings, water supply, water reservoir and other common services those are statutory in nature to be provided by the Association of Flats Owners formed. Prior to that period Developer will collect proportionate maintenance charges actually incurred from the occupiers/flat owners.

15. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER:

- Delivery of Possession: As soon as the construction of Landowner's Allocation become complete and in proper habitable condition, the Developer shall give written intimation to the Landowner requiring him to take possession of Landowner's Allocation in the building and will also provide xerox copy of completion certificate as and when received by the developer from the concerned authority.
- Payment of Municipal Taxes: Within 30 days from handing over possession of Landowner's Allocation, if assessment of the building is being done by appropriate authority, the Landowner shall become responsible to start payment of Municipal taxes calculated by appropriate authority for his portion of allocated space in the said building. If the Municipal assessment by appropriate authority of the Landowner's Allocation is not been done, the Landowner shall have to make payment of municipal taxes for his allocated portion in proportionate on the basis of tax held by the authority as vacant land.

Share of Common Expenses & Amenities: As and from the date of delivery of possession of Landowner's Allocation, the Landowner shall also be responsible to pay to the Association of Flat Owners/Developer if association is not formed yet, the proportionate maintenance/service charges of the building constructed in respect of Landowner's Allocation only. Such maintenance/service charges include proportionate share of insurance premium of the building, amount provisionally decided and agreed mutually by all occupiers as cost for future renovation of the building, expenses incurred for common areas and other alike expenditures, only in respect of the units/flats unsold in the Landowner's Allocation.

16. COMMON RESTRICTION:

- 16.1 Restriction of Landowner and Developer in common: The Landowner's Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows:-
- 16.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
- 16.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all to terms and conditions on their respective part to be observed and / or performed (n) the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 16.1.4 Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws, byelaws and regulation.

- 16.1.5 Each occupant of respective flat (flat owner/occupier) shall keep the interior walls of his/her/their flat, water pipes and sewerage line inside the flat shall have to be kept in good working condition. Everyone of those flat owners/occupiers shall keep others of the same building indemnified from and against the consequence of any breach.
- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- 16.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- 16.1.8 The Landowner shall permit the Developer and its/their servants and agents with or without workman and other at all reasonable times to enter into and upon Landowners' Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and / or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.
- 16.1.9 The Developer have no right to assign and/or transfer this present Development Agreement to any third parties.

17. LANDOWNER'S OBLIGATION

17.1 No Interference :

The Landowner hereby agrees and covenants with the Developer:

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

not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and / or disposing of any of the Developer's allocated portion in the building, without any prejudice to his rights to adopt any legal measures before the appropriate forum in case any dispute arises between the parties.

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

18. DEVELOPER'S OBLIGATIONS ;

- 18.1 Time Schedule of Handing Over Landowner's Allocation: The Developer hereby agree and covenant with the Landowner to handover Landowner' Allocation which is morefully described in the Second Schedule hereunder written within 24 (Twenty Four) months from the date of sanctioning the building plan from the concerned authority/authorities. In addition of the aforementioned period, the Developer will also be permitted a further grace period of 6 (Six) months more to handover possession of Landowner's Allocation.
- 18.2 Penalty: If the Landowner's Allocation is not delivered within the above stated period i.e. 24 (Twenty Four) months and 6 (Six) months as grace period, the Developer shall be liable to pay Rs. 5,000/- (Rupees Five Thousand) only for the delayed period of each month or part thereof to the Landowner as demurage.
- No Violation: The Developer hereby agree and covenant with the Landowner not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

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

19. LANDOWNER'S INDEMNIT'

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

20. DEVELOPER'S INDEMNITY :

The Developer hereby undertake to keep the Landowner

indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the Developer in relation to the construction of the said building.

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

21. MISCELLANEOUS :

- 21.1 Contract Not Partnership: The Landowner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constituted as a partnership between the Landowner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.
- Not specified Premises: It is understood that from time to time facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner related to which specific provisions may not have been mentioned herein. The Landowner hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the Landowner shall execute any such additional power of attorney and / or authorisation as may be required by the Developer for any such purposes and the Landowner also undertakes to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowner and / or against the spirit of these presents.
- Not Responsible: The Landowner shall not be liable or 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 Landowner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 21.4 Process of Issuing Notice: Any notice required to be given by the Developer to the Landowner shall without prejudice to any other mode of service available be deemed to have been served on the Landowner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.

- 21.5 Formation of Association: After the completion of construction of the building and handing over possession of respective portions, each flat owners including the Landowner shall have to abide by the rules framed by the association formed by all occupants.
- 21.6 Name of the Building: The name of the building shall be "Durga Shanti".
- 21.7 Right to borrow fund: The Developer shall be entitled to borrow money at their own risk from any bank/banks or any financial institution without creating any financial liability in favour of the Landowner or effecting Landowner's estate or personal interest in the said premises. It is expressly agreed and understood that in no event the Landowner himself nor any part of Landowner's Allocation shall be held responsible and/or be made liable for payment of any due to such bank/banks.
- 21.8 Documentation: The Landowner delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the Landowner will bound to produce documents in original before any competent authority for inspection.

22. FORCE MAJEURE :

The parties hereunto shall not be held liable to any of the obligations stated hereinunder to the extent that the performances of the related obligations are prevented by the period of existence of force majeures.

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

23. JURISDICTION:

In connection with the aforesaid proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO [Description of Land]

ALL THAT piece and parcel of land measuring :

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No.	No.	No.	No.	Land	К :	CH	Ŧ	SEI.
1419	1459	90	205	Danga	05 -	00		0.0

In total a demarcated plot of land measuring 5 (Five) Cottahs be the same a little more or less, lying and situate at Mouza - Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, Pargana - Kalikata, P.S. formerly Rajarhat now Baguiati, comprised in C.S. Dag No. 1419, R.S. Dag No. 1459, under C.S. Khatian No. 90, R.S. Khatian No. 205, A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of formerly Rajarhat Gopalpur Municipality in Ward No. 9 thereafter Ward No. 21, presently within the local limit of Bidhannagar Municipal Corporation in Ward No. 15, [Jyangra Dakshin Math (Jyangra), Aurobinda Pally, P.O. Jyangra, Kolkata - 700 059], in the District North 24 Parganas, in the State of West Bengal. The land is butted and bounded as follows:-

ON THE NORTH : Land of Mr. Nanda Dulai Goswami.

ON THE SOUTH : House of Mr. Bose.

ON THE EAST : 12 ft. Wide Road [Jyangra Dakshin Math (Jyangra)]

ON THE WEST : 12 ft. Wide Road [Jyangra Dakshin Math (Jyangra)]

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNER'S ALLOCATION: The Landowner hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows:-

The Landowner's Allocation will be allotted as follows :-

 The Landowner will get 48% (Forty Eight Percent) of the total building including the proportionate share of common areas of the building to be constructed by the developer

Later on, after preparation of the Floor Plan, the said flats/shops/garages will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowner along with a Supplementary Development Agreement's (if any) denoting the flats/shops/garages within the purview of the Landowners' Allocation

 The Landowner will also get a sum of Rs. 50,00,000/- (Rupees Fifty Lakh) only refundable consideration.

It is to be mentioned here that the Developer herein have already paid Rs. 44,00,000(Rupees Forty Four Lakh) only out of the aforesaid consideration to the Landowner herein and balance consideration amounted to Rs. 6,00,000/- (Rupees Six Lakh) only will be payable at the time of signing and executing this present Development Agreement.

The aforesaid refundable security deposit amounted to Rs. 50,00,000/- (Rupees Fifty Lakh) only will be refunded by the Landowner on or before receiving possession of his Landowner's Allocation without interest.

- 3. It is also settled that except the Landowner's Allocation as described above, the Landowner will not get any area for the construction of the said multi storied building, so to be constructed by the present Developer on the land in question.
- 4. The flats will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.

THE THIRD SCHEDULE ABOVE REFERRED TO [Developer's Allocation]

DEVELOPER'S ALLOCATION: Shall mean the remaining 52% of the building (excluding Landowner's Allocation) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser/purchasers teamsters, by and mode of Transfer of Property Act and / or lease, let out, or in any manner may with the same as the absolute owners thereof.

IHE FOURTH SCHEDULE ABOVE REFERRED TO [Specifications]



- STRUCTURE: Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
- EXTERNAL WALL: 8" thick brick wall and plastered with cement mortar.
- 3. INTERNAL WALL: 5" or 3" thick brick wall and plastered with cement morter.
- 4. FLOORING: Flooring is of Floor Tiles (2'-0" x 2'-0") with 6" skirting. Stairs & Lobby is Marble.
- 5. BATH ROOM: Bath room fitted upto 6'-0" height with colour glazed tiles of standard brand.
- 6. KITCHEN: Cooking platform and sink will be of green polish marble 2'-6" height, glazed colour standard tiles above the platform to protect the oil spot.
- TOILET: One toilet of Western type and other Indian type white pan / commod of standard brand with standard P.V.C. Cistern with Hot & Cold Water line (only common toilet). All fittings are in reputed brand. One wash hand basin is in dining space.
- DOORS: All doors frame will be of M.S. wood and all doors of commercial flash door.
 Standard lock and peep hole on main entrance door, anodized aluminium tower bolt in all doors.
- WINDOWS: Alluminium Channel window with smoke glass fitting. Grill will be provided in the windows.

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THE FOURTH SCHEDULE ABOVE REFERRED TO



[Specifications]

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- DOORS: All doors frame will be of M.S. wood and all doors of commercial flash door.
 Standard lock and peep hole on main entrance door, anodized aluminium tower bolt in all doors.
- WINDOWS: Alluminium Channel window with smoke glass fitting. Grill will be provided
 in the windows.

- WATER SUPPLY: Water supply around the clock is assured for which Sub-martiable pump will be installed.
- PLUMBING: Toilet concealed wiring with two bibcock, one shower, all fittings are standard quality.
- VERANDAH: Verandah grill will provide up to 3'-0" height from floor.
- LIFT: Five person capacity lift will be provided.

ELECTRICAL WORKS:

- Full concealed wiring with copper conduit.
- 2. In Bed Room: Two light points, only one 5 amp. plug point, one fan point.
- Living/Dining Room: Two light points, one Fan point, one 5 amp. plug, one 15 amp. plug (as per required area).
- Kitchen: One light point, one exhaust fan point and one 15 amp. plug point.
- Toilet: One light point, one 15 amp. plug point, one exhaust fan point.
- Verandah : One light point.
- Calling bell: One calling bell point at the main entrance of the flat and one at main entrance of the building.

PAINTING :

- a) Inside wall of the flat will be finished with plaster of paris and external wall with super coat or equivalent (ICI/Barzar).
- All door and windows frame and shutter painted with two coats white primer (ICI/Barzar).
- c) All grills will be painted with one coat primer and two coats paints (ICI/Barzar).

EXTRA WORK: Any work other then specified above would be regarded as extra work for which separate payment is required to be paid.

IN WITNESS WHEREOF the parties hereto have set and subscribe their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

in the presence of

PD/7 Hisuper FO/7 Hisuper Kar-70059

2. Dobainon Yoddan. Jhansfala, Lownalhmanin. Rol-157.

Landowner

Sysanta Biswas

For Pinaki Chattopadhyay & Associates

Advocates.

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 157.

Ph.: 2570 8471.

Composed By:

Jopa Dongraph Gopa Dasgupta,

Teghoria Main Road,

Kolkata - 700 157.

Basenta Biseras.

Prasanta Biswas

Toyanta Birner

Jayanta Biswas Partners of S.P.J. Developers

Developer

MEMO OF CONSIDERATION

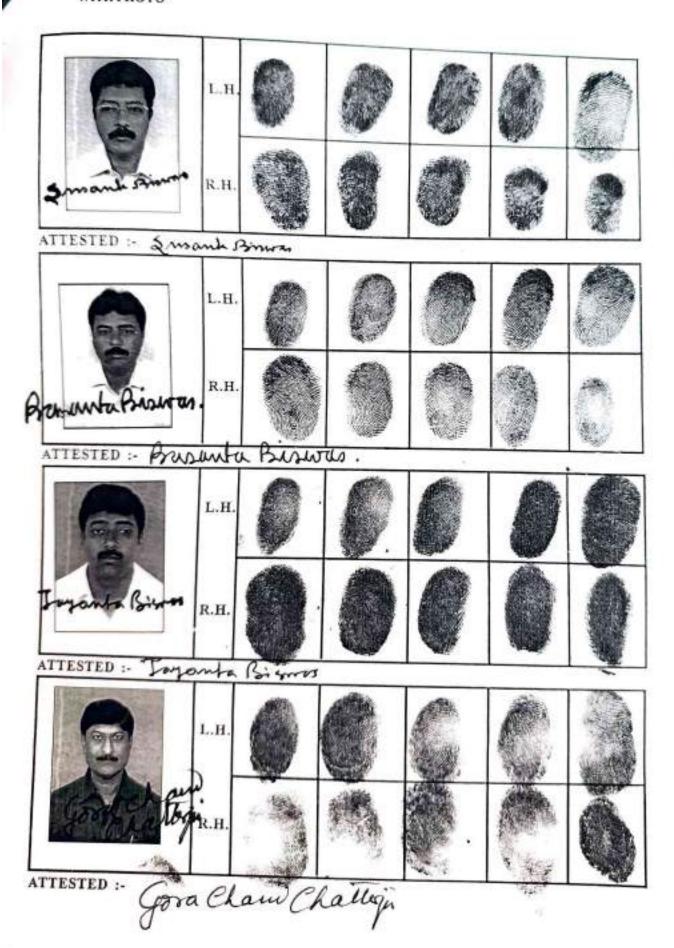
Received on or before the date of execution of execution of this present Development Agreement, a sum of Rs. 50,00,000/- (Rupces Fifty Lakh) only from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

Cash/Cheque/Neft/RTGS No.	Date	Bank & Branch	Amount
Cash	10.02.2015	District District	Rs. 20,000.00
Cash	20.02.2015		Rs. 50,000.00
000239	08.01.2016	Bank of Baroda, Baguiati	Rs.10,00,000.00
709701	08.01.2016	Corporation Bank, Baguiati	Rs. 5,00,000.00
000247	30.01.2016	Bank of Baroda, Baguisti	Rs. 3,00,000.00
000248	30.01.2016	Bank of Baroda, Baguisti	Rs. 5,00,000.00
000259	15.02.2016	Bank of Baroda, Baguiati	Rs. 2,00,000.00
000282	22.03.2016	Bank of Baroda, Baguisti	Rs. 2,00,000.00
000283	22.03.2016	Bank of Baroda, Baguiati	Rs. 3,00,000.00
NEFT 0661062351600020	23.05.2016	Corporation Bank, Baguiati	Rs. 1,00,000.00
000324	20.07.2016	Bank of Baroda, Baguisti	Rs. 1,50,000.00
000325	27.07.2016	Bank of Baroda, Baguiati	Rs. 1,50,000.00
NEFT 000010161814	11.09.2017	Corporation Bank, Baguiati	Rs. 1,00,000.00
RTGS CORPR22017092100521262	20.09.2017	Corporation Bank, Baguiati	Rs. 7,30,000.00
NEFT BARBS17348711337	14.12.2017	Bank of Baroda, Baguiati	Rs. 50,000.00
Cash			Rs. 20,000.00
Cash			Rs. 30,000.00
335029	16.08.2018	, Bank of Baroda, Baguiati	Rs 6,00,000.00
The state of the s		TOTAL:	Rs.50,00,000.00

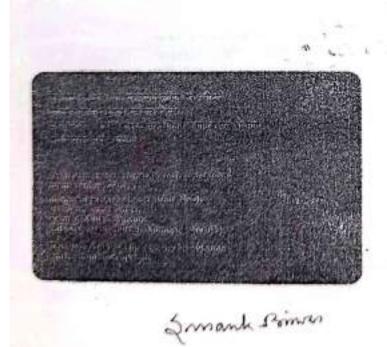
Witnesses:1. Strichme Das
2. Debariah Poddon.

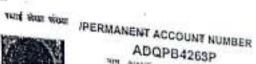
Gora Chand Chatterjee Landowner SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SELLER /
BUYER / CLAIMANT
WITH PHOTO

UNDER RULES 44A OF THE LR. ACT 1908
N.B. L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX-THUMB TO SMALL PRINTS





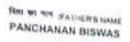




THE MAKE

SUSANTA BISWAS





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22-10-1968

BYCHER /BIGHATURE Susanta Prisers

EK Hars

COMMISSIONER OF INCOME-TAX, W.B. - XI

इस करते के को / मिल जाने पर कृष्या जारी करते वाले अधिकारी को सुवित / वापस कर हैं संयुक्त कारकर आयुक्त(पदिति पूर्व कर्तनीयी), 4.7. क्रांशी प्रवादार, WHUM - 700 059.

In case this card is bod/found, kindly informercture to the familing authority t Joint Commissioner of Income-taatSystems & Technical), P-1. Churringher Square, Calcutta- 909 ces.

Emank Bira



Basunta Biswas.

The state of the s





Tayanta Bimos



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

19-201819-027576374-1

Payment Mode

Online Payment

N Date: 16/08/2018 16:55:53

Bank

Bank of Boroda

94154739

BRN Date:

16/08/2018 16:57:00

DEPOSITOR'S DETAILS

PINAKI CHATTOPADHYAY Name:

Contact No. :

Mobile No.:

+91 9830081809

d No.: 15231000231089/5/2018

E-mail:

Address:

SANGITA APT GRND #

Applicant Name :

Mr PINAKI CHATTOPADHYA

Office Name:

In Words:

Office Address :

Status of Depositor:

Purpose of payment / Rema

evelopment Agreement or Construction agreement

Paymen No 5

PAYMENT DETAILS

		To	tal		60042
2	15221000231089/5/2018	Property Registration-Registration Fees	0030-03-104-001-16		50021
4	15231000231089/5/2018	Property Regionation- Stamp duty	0030-02-103-003-02		10021
SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[

Rupees Sixty Thousand Forty Two only

Major Information of the Deed

Ma No I	I-1523-09519/2018	or the Deed			
Query No / Year	1523-1000231089/2018	Date of Registration	20/08/2018		
Query Date	14/08/2018 4:05:11 PM	Office where deed is r	edistand		
Applicant Name, Address 8 Other Details	PINAKI CHATTOPADHYAY SANGUTA APARTMENT	A D.S.R. RAJARHAT, District: North 24-Pargana			
Transaction	North 24-Parganas, WEST BENC Advocate	SAL, PIN - 700059, Mobile No	9830061809, Status		
[0110] Sale, Development A	Agreement or Construction	Additional Transaction			
agreement	Systement or Construction	[4305] Other than Immo Declaration [No of Declaration Immovable Property	ration 21, [4311] Other		
Set Forth value		50,00.000/-1	211000000000000000000000000000000000000		
Rs. 50,00,000/-		Market Value			
Stampduty Paid(SD)		Rs. 85.00,000/-			
	T.	Registration Fee Paid			
Rs. 10,121/- (Article:48(g))		Rs. 50,021/- (Article:E. I	E, B)		
Remarks	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing	the assement slip (Urbar		

Land Details:

District: North 24-Parganas, P.S.- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road:

Jyangra Dakshin Math (Jyangra), Mouza: Jyangra

Sch No		Khatian Number	Land Proposed	a married to the second	Area of Land		Market Value (In Rs.)	Other Details
L1	RS-1459	RS-205	Bastu	Danga	5 Katha	50,00,000/-		Width of Approach Road: 12 Ft.,
	Grand	Total:			8.25Dec	50,00,000 /-	85,00,000 /-	5

Land Lord Details:

0	Name,Address,Photo,Finger	print and original		
	Name	Photo	Fringerprint	Signature
	Mr GORA CHAND CHATTERJEE Son of Late BINOY KUMAR CHATTERJEE Executed by: Self, Date of Execution: 20/08/2018 , Admitted by: Self, Date of Admission: 20/08/2018 ,Place : Office			Gora Java States
1		20/08/2818	LTI 2018/2018	20/46/2018

India, PAN No.:: AAGPC6640L, Status : Individual, Executed by: Self, Date of Execution:

20/08/2018

, Admitted by: Self, Date of Admission: 20/08/2018 ,Place : Office

Major Information of the Deed :- I-1523-09519/2018-20/08/2018

Name, Address, Photo, Finger print and Signature

S.P.J DEVELOPERS

RAMA APARTMENT T -17 TEGHORIYA MAIN ROAD, P.O. HATIARA, P.S. Baguiati, District -North 24-Parganas, West Bengal, India, PIN - 700157, PAN No. ABNES7424A, Status, Organization, Executed by

Representative Details:

SI No	Name,Address,Photo,Finger	print and Signatur	e	
1	Name	Photo	Finger Print	A Particular Control
	Mr SUSANTA BISWAS (Presentant) Son of Mr PANCHANAN BISWAS Date of Execution - 20/08/2018, Admitted by: Self, Date of Admission: 20/08/2018, Place of Admission of Execution: Office			Signature Sonnand Borne a
		4ug 20 2018 12:48PM	L71 20/08/2018	20/08/2018

TM 5/105 TEGHORIYA NISHIKANAN, P.O.- HATIARA, P.S.- Baguiati, District -North 24-Parganas. West Bengal, India, PIN - 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of Inc. PAN No.:: ADQPB4263P Status : Representative, Representative of : S.P.J DEVELOPERS (as DEVELOPER)

2	Name	Photo	Finger Print	Signature
	Mr PRASANTA BISWAS Son of Mr PANCHANAN BISWAS Date of Execution - 20/08/2018, Admitted by: Self, Date of Admission: 20/08/2018, Place of Admission of Execution: Office			(S. 24.12.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.
	Transmission in the market seed of an object to	Aug 20 2018 12:46PM	LTI 20/08/2018	20/06/2018

TG 3/38 TEGHORIYA LICHUBAGAN, P.O.- HATIARA, P.S.- Baguiati, District:-North 24-Parganas. West Bengal, India, PIN - 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of Ir. PAN No.:: AGZPB5190M Status : Representative, Representative of : S.P.J DEVELOPERS (as DEVELOPER)

Na	ime	Photo	Finger Print	Signature
Mr JAYANTA Son of Mr PAN BISWAS Date of Executi 20/08/2018, // Self, Date of Ad 20/08/2018, Pi Admission of Ex	CHANAN on - admitted by: mission: ace of			Tong only - was a
		Aug 20 2018 12:49PM	LTI 20/08/2019	20/08/2018

Major Information of the Deed :- I-1523-09519/2018-20/08/2018

TEGHORIYA LICHUBAGAN, P.O. HATIARA, P.S. Baguiati, District -North 24-Parganas, West and India, PIN - 700157, Sex. Male, By Caste, Hindu, Occupation, Business, Citizen of India., PAN AKLPB7146H Status, Representative, Representative of S.P.J. DEVELOPERS (as DEVELOPER)

Identifier Details :

Name & address

Mr KRISHNA DAS

Son of Late HARAMOHAN DAS

PD 7 ARJUNPUR, P.O.- ARJUNPUR, P.S.- Baguiati, District: North 24-Parganas, West Bengal, India, PIN - 700059. Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of, India, , Identifier Of Mr GORA CHAND CHATTERJEE, Mr SUSANTA BISWAS, Mr PRASANTA BISWAS, Mr JAYANTA BISWAS

20/08/2018

Transfer of property for L1			
SI.No	From	To. with area (Name-Area)	
1	Mr GORA CHAND CHATTERJEE	S.P.J DEVELOPERS-8.25 Dec	

Endorsement For Deed Number: 1 - 152309519 / 2018

On 14-08-2018

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 85,00,000/-

Shar

Debasish Dhar

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

Major Information of the Deed :- I-1523-09519/2018 20/09/2019

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

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

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

Presented for registration at 12:20 hrs. on 20:08-2018, at the Office of the A.D.S.R. RAJARHAT by Mr. SUSANTA

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

Execution is admitted on 20/08/2018 by Mr GORA CHAND CHATTERJEE. Son of Liste BINGY KUMAR CHATTERJEE, 147 LAKE TOWN BLOCK B, P.O. LAKE TOWN, Thana. Lake Town... North 24 Parganas. WEST BENGAL, India, PIN - 700089, by caste Hindu, by Profession Refired Person.

Indetified by Mr KRISHNA DAS..., Son of Late HARAMOHAN DAS, PD 7 ARJUNPUR, P O: ARJUNPUR, Theria. Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

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

Execution is admitted on 20-08-2018 by Mr SUSANTA BISWAS, DEVELOPER, S.P.J DEVELOPERS (Others), RAMA APARTMENT T -17 TEGHORIYA MAIN ROAD, P.O.- HATIARA, P.S.- Baguiati, District: North 24-Parganas, West

Indetified by Mr KRISHNA DAS. . . Son of Late HARAMOHAN DAS, PD 7 ARJUNPUR, P.O. ARJUNPUR, Thans. Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

Execution is admitted on 20-08-2018 by Mr PRASANTA BISWAS, DEVELOPER, S.P.J DEVELOPERS (Others). RAMA APARTMENT T -17 TEGHORIYA MAIN ROAD, P.O.- HATIARA, P.S.- Baguiati, District.-North 24-Parganas. West Bengal, India, PIN - 700157

Indetified by Mr KRISHNA DAS, , . Son of Late HARAMOHAN DAS, PD 7 ARJUNPUR, P.O. ARJUNPUR, Thana. Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

Execution is admitted on 20-08-2018 by Mr JAYANTA BISWAS, DEVELOPER, S.P.J DEVELOPERS (Others), RAMA APARTMENT T -17 TEGHORIYA MAIN ROAD, P.O.- HATIARA, P.S.- Baguiati, District -North 24-Parganas, West Bengal, India, PIN - 700157

Indetified by Mr KRISHNA DAS, , , Son of Late HARAMOHAN DAS, PD 7 ARJUNPUR, P.O. ARJUNPUR, Thans. Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,021/- (B = Rs 50,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 50,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/08/2018 4:57PM with Govt. Ref. No: 192018190275763741 on 16-08-2018, Amount Rs: 50.021/-, Bank. Bank of Boroda (BARBOINDIAE), Ref. No. 94154739 on 16-08-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100/-. by online = Rs 10.021/-

Description of Stamp

1 Stamp Type Impressed, Serial no 61902, Amount: Rs. 100/-, Date of Purchase: 27/06/2018, Vendor name: A K

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/08/2018 4:57PM with Govt. Ref. No: 192018190275763741 on 16-08-2018, Amount Rs. 10,021/-, Bank: Bank of Boroda (BARBOINDIAE), Ref. No. 94154739 on 16-08-2018, Head of Account 0030-02-103-003-02

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

Major Information of the Deed :- I-1523-09519/2018-20/08/2018

of Registration under section 60 and Rule 69.

ume number 1523-2018, Page from 317688 to 317728 seing No 152309519 for the year 2018.



Digitally signed by DEBASISH DHAR Date: 2018.08.29 16:53:35 +05:30 Reason: Digital Signing of Deed. •

Dian

(Debasish Dhar) 29-08-2018 4:53:16 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT West Bengal.

(This document is digitally signed.)

DATED THE DAY OF

2018

DEVELOPMENT AGREEMENT

BETWEEN

Gora Chand Chatterjee

Landowner

S.P.J. Developers

Developer

Drafted By

Pinaki Chattopadhyay & Associates -

Advocates

Sangita Apartment, Ground Floor

Teghoria Main Road

Kolkata - 700 157

Ph.: 2570 8471

Composed By

Gopa Dasgupta

Teghoria Main Road

Kolkata - 700 157