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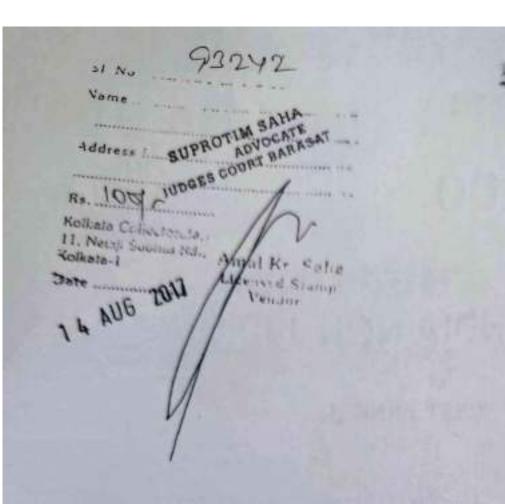
Additional District Eub-Registrar Rajarhat, New 19-14 95th 2017s

THIS DEVELOPMENT AGREEMENT

Made this the 17th day of August 2017

[TWO THOUSAND SEVENTEEN]

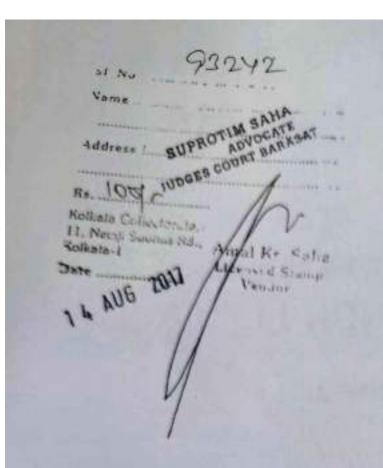
BETWEEN





Additional District Sus-Registrar Rajarhat, New Toyn, North 24-Pgs

17 AUG 2017





Additional District Sus-Registrar Rajarhat, New Toyn, North 24-Pgs

17 AUG 2017

SRI DILIP BHATTACHARJEE [PAN AZOPB3036E]. son of Late Kalipada Bhattacharjee, by faith - Hindu, by occupation - Service, by nationality - Indian, residing at Chandiberia, Post Office - Krishnapur, under Police Station New Town, District North 24-Parganas, PIN - 700 102. State - West Bengal, hereinafter referred to as the LANDOWNER [which terms and expression shall unless excluded by or repugnant to the context be deemed to mean include his heirs, executors, administrators, legal representatives and assigns] of the ONE PART

AND

SAMDEV REALTORS PRIVATE LIMITED [PAN AAIFB2756J], a Private Littled Company, constitute under Companies Act. 1956 as amended up-todate having its Registered Office at Dashadron, Maniktala Khelar Math, Post Office - Rajarhat Gopalpur, under Police Station - Airport, District North 24-Parganas, PIN - 700 136, West Bengal, represented by its Directors namely [1] SRI SUMANTA CHOWDHURY [PAN ADBPC6331L], son of Late Saroj Kanti Chowdhury, residing at AB-20, Prafulla Kanan West, Post Office - Prafulla Kanan, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 101. West Bengal and [2] SRI SHYAM SUNDAR KUNDU [PAN PQPPK0339A]. son of Late Khagen Kundu, residing at Dashadron, Maniktala Khelar Math, Post Office - Rajarhat Gopalpur, under Police Station - Airport, District North 24-Parganas, PIN - 700 136, West Bengal, both by faith - Hindu, by occupation - Business, by nationality - Indian, hereinafter referred to as the DEVELOPER | which terms and expression shall unless excluded by or repugnant to the context be deemed to mean include its successors-in-office and assigns of the OTHER PART;

WHEREAS:

That, by a Saf Bikray Kobala, dated the 9th day of May, 1985 one SRIMATI SARBAMONGALA DEVI, wife of Late Kalipada Chakraborty, therein referred to and called as the Vendor of the One Part, due to their requirement of lawful money sold, transferred, conveyed, granted, assigned and assured ALL THAT piece and parcel of a plot of land classified as BASTU measuring about 19 [nineteen] Decimals be the same a little more or less, lying and situated at Mouza - CHANDIBERIA, J. L. No. 15, R. S. No. 176, Touzi No. 1072, comprised in C. S. Dag No. 292 corresponding to R. S. L. R. Dag No. 336 appertaining to R. S. Khatian No. 46, within the Jurisdiction of the Office of the Additional District Sub-Registrar, previously at Bidhan Nagar [Salt Lake City] presently at Rajarhat New Town, under Police Station - Rajarhat, District North 24-Parganas, unto and in favour of one SRI DILIP BHATTACHARJEE, son of Late Kalipada Bhattacharjee, therein referred to and called as the Purchaser of the Other



Additional District SchiRegistra: Rejarhat, New Yown, North 24-Pgs

17 AUG 2017

- Part and the Vendor herein, which was duly registered with the Office of the Sub-Registrar at Bidhan Nagar [Salt Lake City] and recorded into Book No. I. Being No. 3298 for the year 1985, against the valuable consideration mentioned therein and thus handed over the vacant and peaceful possession of the aforesaid landed property absolutely and forever:
- B That, by virtue of aforesaid Saf Bikray Kobala, became the sole and absolute owner of aforesaid landed property and thus mutated his name in the records of the Office of the B. L. & L. R. O. and his name has been recorded under L. R. Khatian No. 1014 in respect of Dag/Plot No. 336 under classification of land Bastu and in the Office of the Bidhannagar Municipal Corporation, having Municipal Holding No. B. M. C. · 83/118, BL-CA. Chandiberia under local limits of Ward No. 22 of and used to pay proper rates, tax levis, rents and other outgoings against his name regularly and punctually:
- C That, said SRI DILIP BHATTACHARJEE, son of Late Kalipada Bhattacharjee, intent to develop a portion of land measuring about 5 [five] Cottahs 0 [zero] Chittack 0 [zero] Square Feet be the same a little more or less (according to annexed plan) out of his total land;
- D That the Landowner herein being the sole and absolute recorded owner, provide ALL THAT piece and parcel of a plot of land classified as BASTU measuring about 5 [five] Cottahs 0 [zero] Chittack 0 [zero] Square Feet be the same a little more or less, [according to annexed plan] lying and situated at Mouza CHANDIBERIA, J. L. No. 15, R. S. No. 176, Touzi No. 1072, comprised in C. S. Dag No. 292 corresponding to R. S. and L. R. Dag No. 336 appertaining to R. S. Khatian No. 46 corresponding to L. R. Khatian No. 1014, within the local limits of Ward No. 22 of the Bidhannagar Municipal Corporation, having Municipal Holding No. B. M. C. 83/118, BL-CA, Chandiberia, within the Jurisdiction of the Office of the Additional District Sub-Registrar, previously at Bidhannagar [Salt Lake City] presently at Rajarhat New Town, under Police Station Rajarhat old New Town [new], District North 24-Parganas, PIN 700 102, which is specifically and particularly mentioned and described in the FIRST SCHEDULE written hereunder and referred to and called as the SAID PREMISES.

AND WHEREAS:

A. The terms in these presents shall unless to the contrary or repugnant to the context, mean and include the following:-

ADVOCATE shall mean SUPROTIM SAHA Advocate having office at MONOLATA BA-12/2B Baguiati Post Office Deshbandhu Nagar, under Police Station - Rajarhat, District North 24 Parganas, PIN - 700 US9, or any person or firm appointed or nominated by the Developer as Advocates for the supervision of the legal affairs of the project hereinafter defined.

- 2 ARCHITECT shall mean and include any person or firm appointed or nominated by the Developer as Architect for the supervision of the construction of the Building hereinafter defined;
- THE SAID BUILDING shall mean and include the said multi storied RCC frame structure building containing numbers of residential flats on the upper floors and commercial car parking space and flat on the ground floor on the said premises according to the drawn up plans and specification signed by the Owners and simultaneously sanctioned by the competent authority and in conformits with the said details of construction specifically written in the Fifth Schedule hereunder subject to the terms and conditions hereinafter stated.
- BUILDING PLAN shall mean and include the drawings, plans and specification of the said building to be approved by the Owners and sanctioned by the Bidhannagar Municipal Corporation with any renewal or amendments thereto and/or modification thereof made or caused by the Developer after approval of the Owners and sanctioned by the competent authority or other authority.
- common areas, facilities and common amenities shall mean and include corridors, stairways passage ways, pump room, electric meter room, tube well, underground and over head water reservoir, water pump and electric motor, top of the roof, open space around the building and other facilities and amenities which may be inutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and or management of the building;
- b. LANDOWNER shall mean and include SRI DILIP BHATTACHARJEE, son of Late Kalipada Bhattacharjee, by faith Hindu, by occupation Service by nationality Indian, residing at Chandiberia, Post Office Krishnapur, under Police Station New Town, District North 24-Parganas, PIN 700 102, State West Bengal, hereinafter referred to as the LANDOWNER and his heirs, executors, trustees, legal representatives administrators and queries and correspondence to the Landowner shall be addressed to the present address of the Landowner;

- DEVELOPER shall mean and include SAMDEV REALTORS PRIVATE LIMITED, a Private Limited Company constitute under Companies Act, 1956 as amended up-to-date, having its Registered Office at Dashadron, Maniktala Khelar Math, Post Office - Rajarhat Gopalpur, under Police Station - Airport, District North 24-Parganas, PIN - 700 136, West Bengal, represented by its Directors namely [1] SRI SUMANTA CHOWDHURY, son of Late Saroj Kanti Chowdhury, residing at AB-20, Prafulla Kanan West, Post Office - Prafulla Kanan, under Police Station -Baguiati, District North 24-Parganas, PIN - 700 101, West Bengal and [2] SRI SHYAM SUNDAR KUNDU, son of Late Khagen Kundu, residing at Dashadron, Maniktala Khelar Math. Post Office - Rajarhat Gopalpur. under Police Station - Airport, District North 24-Parganas, PIN - 700 136. West Bengal, both by faith - Hindu by occupation - Business, by nationality - Indian, hereinafter referred to as the Developer/Confirming Party and its respective trustees executors administrators, successors in office legal representatives and assigns.
- LANDOWNER' ALLOCATION shall mean and include the 40% [forty percent] Sanctioned Area in the proposed new building which is to be allotted to the Owners as Owners' allocation in accordance with the terms and conditions of these presents including the proportionate share of land and the common facilities and amenities attributable to the actual constructed area to be allocated to the Owners and an amount of Rs. 4,00,000/- [Rupees four lac] only as forfeited consideration and sum of Rs. 9,00,000/- [Rupees nine lac] only as refundable/adjustable consideration [if the Landowner doesn't refund the said amount, in that event the said sum will be adjusted @ Rs. 2,500/- [Rupees two thousand five hundred] only per Square Feet] i.e. total consolidated sum of Rs. 13,00,000/- [Rupees thirteen lac] only which will be paid in the manner specifically and particularly set out in the SECOND SCHEDULE hereunder written.
- DEVELOPER'S ALLOCATION shall mean and include the remaining 60% [sixty percent] Sanctioned Area in the building to be constructed on the said premises after allocation to the Landowner, including proportionate share of land and the common facilities and amenities attributable to the constructed area to remain with the Developer, specifically and particularly set out in the THIRD SCHEDULE written hereunder.
- 10. PREMISES shall mean and include ALL THAT piece and parcel of a plot of land classified as BASTU measuring about 5 [five] Cottahs 0 [zero]

Chittack 0 [zero] Square Feet be the same a little more or less, (according to annexed plan) lying and situated at Mouza - CHANDIBERIA, J. L. No. 15, R. S. No. 176. Touzi No. 1072, comprised in C. S. Dag No. 292 corresponding to R. S. and L. R. Dag No. 336 appertaining to R. S. Khatian No. 46 corresponding to L. R. Khatian No. 1014, within the local limits of Ward No. 22 of the Bidhannagar Municipal Corporation, having Municipal Holding No. B. M. C. - 83/118, BL-CA, Chandiberia, within the Jurisdiction of the Office of the Additional District Sub-Registrar, previously at Bidhannagar [Salt Lake City] presently at Rajarhat New Town, under Police Station - Rajarhat [old] New Town [new], District North 24-Parganas, PIN - 700 102, which is specifically and particularly mentioned and described in the FIRST SCHEDULE written hereunder.

- SALEABLE SPACE shall mean and include the space in the building available for independent use and occupations after making due provisions for common facilities and the space required there for as per the sanctioned plan as to be obtained in present
- on 09/05/1985 in the office of the Additional District Sub-Registrar at Bidhan Nagar, which was entered into Book No. 1, Being No. 3298 for the year 1985;
- 13. COMMON EXPENSES shall mean and include all expenses to be incurred by the unit Owners for the management and maintenance after completion of the said building and the Premises;
- LAND shall mean the land comprised in the Premises having Municipal Holding No. B. M. C. · 83/118, BL-CA, Chandiberia, under Police Station - Rajarhat [old] New Town [new]. District North 24-Parganas, PIN - 700 102 as mentioned in the First Schedule;
- approved by the Bidhannagar Municipal Corporation and shall also, wherever the context permits, including such plans, drawings, designs, elevations and specification and specifications as are prepared by the Architect, including variations/ modifications therein, if any;
- 16 PROJECT shall mean and include the work of development undertaken to be done by the Developer in pursuance hereof, till the Development of habitable condition is taken over by the unit Owners;

- PROPORTIONATE shall mean and include with all its cognate variations shall mean such ratio the super built up area of all the units in the said building.
- 18 CARPET AREA shall mean and include the area of flat where the carpet may lay within the flat, (area of bath-room, W.C., Kitchen, Verandah will not be included within carpet area).
- 19 COVERED AREA shall mean and include the area of flat including thickness of the wall together with proportionate share of stair, staircase and landings therewith;
- SUPER BUILT UP AREA shall mean and include the area which will be certified by the architect of the Developer as stated earlier and the said super built up area will be calculated as covered area plus 25% of the covered area;
- 21 UNIT shall mean the flat and/or other covered area in the said building, which is capable of being exclusively owned, used and/or enjoyed by any Unit Owners and which will not be treated as common area, facility and common amenity;
- UNIT OWNERS shall mean any person or persons or body or association or firm or company who acquires, holds, enjoys and/or owns any unit in the said building and shall include the Landowner and Developer of the project held by them, from time to time:

NOTE

- Masculine Gender shall include the Feminine and neuter Gender and vice-
- 2) Singular shall include the Plural and vice-versa;
- B. The Landowner herein have represented to the Developer as follows:
 - The Landowner is the only and absolute owner of the said premises, specifically described in the FIRST SCHEDULE hereto, free from all encumbrances whatsoever:
 - The entirety of the premises is in the khas possession of the Landowner and no other person or persons other than the Landowner herein has

- any right title and interest, occupancy, easement or otherwise on the premises or any part thereof.
- There are no suits and/or proceedings and/or litigation pending in respect of the Premises or any part thereof:
- 4 No person or persons other than the Landowner herein has any right, title and interest of any nature whatsoever, in the premises or any part thereof;
- The right title and interest of the Landowner in the Premises is fully free from all sorts of encumbrances whatsoever and the Landowner herein has good and marketable title thereto.
- There are no thika tenant and or tenants in the Premises in question and the Landowner herein has not set received any notice of any such claim or proceeding.
- No part of the Premises has been or is liable to be acquired under the Urban Land [Ceiling and Regulation] Act. 1976 and/or under any other law and no proceedings are pending in respect thereof;
- 8 The Premises or any part thereof is at present not affected by any requisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the Landowner herein;
- Neither the Premises nor any part thereof has been attached and/or is hable to be attached any decree or order of any court of law or due to Income Tax, revenue or any other Public Demand whatsoever;
- 10 The Landowner herein has not yet any way dealt with the premises whereby the right title and interest of the Landowner as to the Ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever.
- 11 The Landowner herein is fully and sufficiently entitled to enter into this agreement.
- C. The representations of the Landowner mentioned hereinabove are hereafter collectively called "THE SAID REPRESENTATIONS" and the

Landowner confirm that the said representations are true and correct as per his knowledge and belief,

Developer of the premises and the Developer, relying upon the said representation, has agreed to develop the premises, to complete the project, pay the monies and to the works as and on the terms and conditions mentioned hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN AND DECLARED in the presence of the following WITNESSES: -

- The Landowner herein has appointed the Developer as the Developer of the premises and the Developer has accepted such appointment on the terms and conditions hereunder contained.
- The development of the Premises will be in the following manner;
 - a) Simultaneously herewith, the Landowner herein has delivered vacant and peaceful possession of the Premises to the Developer on the day of signing of this agreement positively.
- Upon execution of this agreement, the Landowner herein shall hand over all the original documents related to land to the Developer herein as and when required by the Developer;
- At any time hereafter the Developer shall be entitled to enter upon the premises and do all works for the construction of the said building thereon at its own costs, expenses and supervision;
- The Developer shall at its own costs and expenses cause the said Building Plans to be prepared and submitted to the Corporation for necessary sanction SUBJECT TO the Landowner herein paying all outstanding rates and taxes, till the date thereof and causing mutation of the name of the Landowner, in the records of the Bidhannagar Municipal Corporation or any other concerned authorities as required for;
- e) That, the Developer shall submit the building plan before the Bidhannagar Municipal Corporation within October' 2017 positively;
- Upon receiving sanction of the Plans of the said building from the Competent as well as the local authority, the Developer shall notify the Landowner herein about the same within two days from the day of getting the sanctioned plan;

- g) The Developer shall hold and remain in possession of the Premises and it shall always be deemed that the Developer is in possession of the entirety of the Premises in part performance of this Agreement during the subsistence hereof:
- h) SUBJECT TO force majeure and reasons beyond the control of the Developer, within 30 [thirty] months thereafter i.e. after the Developer receives sanction of the said building plans, the Developer shall complete the project by constructing the said Building and/or otherwise and deliver possession of the Landowner' allocated area to the Landowner herein in a habitable condition as per the particulars mentioned in the SECOND SCHEDULE hereto, with such reasonable changes as be advised by the Architects SUBJECT TO the Landowner meeting his obligation of this agreement or amicably;
- The said building shall be for residential cum commercial purpose or such other purpose as may be mutually decided by the parties hereto;
- That the Landowner will not raise any objection if the Developer increase any constructed area from the sanctioned plan and the Landowner's Allocation as to be fixed, final and conclusive in respect of the sanction plan including the increased floor, if any penalty will have to pay for any type of deviation from the sanction plan or for violating the municipal building rules or any legal rules the Second Party/Developer only will be liable for the same, the Owners will not be responsible for that. After completion of the building the Second Party/Developer is responsible to obtain Completion Certificate from the concerned authority;
- k) That the Landowner and/or his nominee or representative shall not lodge any claim, demand and/or put any right over the Developer's allocation;
- In case the Developer fails to deliver possession of the entirety of the Landowner's allocated area to the Landowner within the period stipulated in Clause 2 [g] hereinabove, then and in such event, the Developer shall be granted an extension of a maximum period of 6 [six] months PROVIDED HOWEVER the Developer shall be liable to pay to the Landowner collectively liquidated damages of Rs. 1,000/- [Rupees one thousand] per month for the entire period of delay from the day of expiry of the extension period which will be tantamount to be adjustable of the amount of Rs. 9,00,000/- [Rupees nine lac] only;
- 4. The Landowner herein shall, answer and comply with all requisitions made by the Advocate of the Developer for establishing the title of the Landowner to the premises and shall make out a marketable title;

- 5 The Landowner herein shall gives such other consent, sign such papers, documents, deeds and undertakings and render such co-operation, as be required by the Developer for smooth running of the construct and completion of the said building, i.e. the Project;
- 6 In connection with the aforesaid, it is agreed and clarified as follows:
 - a) The Developer shall cause such changes to be made in the plans as the Architects may approved and/or as shall be required by the concerned authorities, from time to time at the Developer's own risk and responsibility.
- b) In case it be required to pay any outstanding dues to the Corporation or any other out goings and liabilities in respect of the marketability of the Premises including the cost and expenses regarding the mutation of the name of the Landowner, then The Landowner herein, shall pay such dues and bear the cost and thereof till the date of hand over the physical vacant possession to the Developer and the Developer shall pay the rates and taxes and electricity bills from the day of getting physical vacant possession of the Premises;
- The Developer shall be at liberty to do all works as be required for the project and to utilize the existing water, electricity and telephone connections if any, in the Premises, at its own costs and expenses. The Developer shall have the right to obtain temporary connection of utilities for the project and the Landowner herein collectively, shall sign and execute all papers and documents necessary there for and in that event it will be deemed that the Developer has get delivery of khas possession of the land proposed to be developed as mentioned in the First Schedule;
- d) All costs, charges and expenses for sanction of the plans and construction of the said building and/or development of the premises, save otherwise mentioned herein, shall be borne and paid by the Developer, exclusively;
- The Landowner shall be entitled to 40% [forty percent] Sanctioned Area of the proposed new building, out of which 40% [forty percent] Sanctioned Area will be provided on the Back side of Ground Floor, 40% [forty percent] Sanctioned Area will be provided on the Front side of Top Floor and residual allocation will be provided on the First Floor in the proposed new building TOGETHER WITH the undivided, un-demarcated, impartible proportionate share or interest over the land of the premises and common areas of the said building as specifically described in the SECOND SCHEDULE. The entirety of the remaining 60% [sixty percent] Sanctioned Area of the proposed building

TOGETHER WITH the undivided, un-demarcated, impartible proportionate share or interest over the land of the premises and common areas of the said building shall belong to the Developer as specifically described in the THIRD SCHEDULE;

Further more the Developer shall pay a sum of Rs. 4,00,000/- [Rupees four lac] only as forfeited consideration and sum of Rs. 9,00,000/- [Rupees nine lac] only as refundable/adjustable consideration [if the Landowner doesn't refund the said amount, in that every the said sum will be adjusted a Rs. 2,500/- [Rupees two thousand five hundred] only per Square Feet| i.e. total consolidated sum of Rs. 13,00,000/- [Rupees thirteen lac] only which will be paid in the manner written hereunder:

- Rs. 10,00,000/- [Rupees ten lac] only paid to the Landowner on the day of signing of this Agreement;
- Rs. 3,00,000/- [Rupees three lac] only shall be paid the Landowner after getting sanctioned building Plan from the Bidhannagar Municipal Corporation;
- 8. The Landowner's allocated area shall be constructed by the Developer for and on behalf of the Landowner and/or his nominee or nominees. The rest of the said building shall be constructed by the Developer for and on behalf of itself and/or it's nominees;
- The Landowner and the Developer shall be entitled absolutely to their respective allocated areas and shall be at liberty to deal therewith in any manner they deem fit and proper including delivering possession to any third party SUBJECT TO HOWEVER the general restrictions for mutual advantage inherent in the Ownership unit schemes. They will also be at liberty to enter into agreements for sale of their respective allocated areas as specifically stated in the SECOND and THIRD SCHEDULE written hereunder SAVE THAT the Landowner shall have the liberty to adopt the same covenants as the Developer may adopt in its agreement with the unit Owners of the Developer's allocated area, at least insofar as the same relates to common areas, facilities, amenities, expenses and other matters of common interest. The form of such agreement to be utilized by the Parties shall be such as be drawn by the Advocate of the Developer in consideration of this Agreement:
- 10. That the Landowner shall be entitled to all monies that be received from the Unit Owners of the Landowner's allocated areas, whether the same be by way of earnest money, part consideration, construction cost, sale

price and/or otherwise and the Developer shall be entitled to all such monies receivable in respect of the Developer's allocated area PROVIDED HOWEVER THAT the monies payable and/or deposits for common purposes and common expenses shall be receivable only by the Developer from all the Unit Owners as fully mentioned hereafter;

The Landowner through his constituted attorney, shall sell and convey to the Developer itself and/or its nominees the undivided proportionate share in the land contained in the premises appurtenant to the Developer's allocated area and the consideration for the same shall be the cost of construction of the Landowner' allocated area and no other amount shall be payable to the Landowner. The cost of preparation, stamping and registration of the Conveyances shall be borne and paid by the Transferces. The form of such conveyance shall be decided by the Developer at its sole discretion. The Landowner and the Developer, however shall, at their own costs procure all consents and/or permissions as be required for completion of such transfer;

12. It is further clarified as follows:-

- a) The Developer will provide electricity connection for the entirety of the said building and also arrange the electric meter for the Landowner allocated area and for which the Landowner will bear the cost and expenses of security Bill;
- b) The Landowner shall bear the proportionate cost of installation of transformer and main meter, if require according to the proportionate share.
- c) Upon completion and handing over the Landowner's allocated area to the Landowner of the said building, from time to time, the Developer shall maintain and manage the same in accordance with such rules as may be framed by the Advocates and as be in conformity with other buildings containing Ownership units. The Developer and the Landowner and/or their respective transferees, if any, shall comply with the said rules and/or regulations and shall proportionately pay all costs, charges, expenses and outgoing in respect of the maintenance and management;
- d) All Municipal rates, taxes and outgoing, including arrears, in respect of the Premises till the hand over of the physical vacant possession to the Developer by the Landowner, shall be for and to the account of the Landowner and thereafter the same shall be borne and paid by the Developer, till the completion of the Project and thereafter the same

- shall be borne and paid by the unit Owners, to the extent of their respective areas;
- e) That the name of the Said Building shall be such as be mutually agreed upon by the Developer and the Landowner;
- 13. The Landowner shall, on the day to be fixed by the Developer, at the request of the Developer, grant to the Developer and/or its nominee or nominees, a Development Power Of Attorney After Registered Development Agreement, authorizing the Developer to do all acts as be necessary for the Project and/or in pursuance hereof and/or on behalf of the Landowner. However, the Landowner shall, from time to time, grant such further Powers or authorities to the Developer and/or to its nominees, concerning the Project, for the Developer's doing the various works envisaged hereunder, including, entering into agreements for sale and/or construction of the said building and/or portions thereof and receiving all amounts in pursuance thereof:
- The Developer shall indemnify and keep the Landowner indemnified in respect of all costs, expenses, damages, liabilities, claims and/or proceedings arising out of any act done by the Developer in pursuance of the authorities granted as aforesaid after delivery of possession as referred to above;
- 15. The Landowner shall give such co-operation to the Developer and sign such papers, confirmations and/or authorities as may be reasonably required by the Developer, from time to time, for the Project, at the costs and expenses of the Developer;
- In case any outgoing or encumbrances relating to title or Ownership be found on the Premises till the date of completion of the Project in terms hereof, then and in such event. The Landowner shall be liable to remove the same at their own costs. In case the Landowner do not, then the Developer shall be at liberty to do so and recover the costs from the Landowner;
- 17. During the continuance of this agreement the Landowner shall not in any way cause any unlawful impediment or obstruction whatsoever in the construction of the said building by the Developer but the Landowner shall have full right to enter into the said building and to inspect the construction work carried on there by the Developer and to check the materials used in the Landowner' allocated portion/main structure;

- 18 That the roof right of the newly constructed building shall be vested upon the Landowner of the said building proportionately without prejudice any right to each other.
- That, the Land owner shall be liable to pay all sorts of taxes, levis including GST, imposed by the Government of India as well as Government of State of West Bengal, time to time in respect of his proportionate 40% share of the newly constructed building.
- 20 In case any of the parties hereto commit any default in fulfillment of its obligations contained herein then and in such event, the other party shall be entitled to specific performance and/or damages;
- 21 Presently the Government of West Bengal used to calculate the market value of the Flats and Car Parking Spaces on the basis of Super Built-up Area, if in future the Government of West Bengal be pleased to change the basis of calculation of market value that will be prevailed;
- 22 In case the Landowner fails to obtain either any clearance and permission necessary for the Project or provide physical vacant possession of the Premises, then in such event, the Developer shall be at liberty to take the necessary efforts in that regard, for and on behalf of the Landowner and at the Landowner' cost and expenses, to be recovered in the same manner as mentioned in Clause 16 herein above;
- All disputes and differences between the parties hereto in any way relating to this agreement and/or arising out of the provisions hereof shall be referred for arbitration to such person as be mutually acceptable, failing which, single arbitrator. Such arbitration shall otherwise be in accordance with the Arbitration & conciliation Act, 1996 as amended till the date disputes and or difference.

THE FIRST SCHEDULE ABOVE REFERRED TO LAND

ALL THAT piece and parcel of a plot of land classified as BASTU measuring about 5 [five] Cottahs 0 [zero] Chittack 0 [zero] Square Feet be the same a little more or less, (according to annexed plan) lying and situated at Mouza - CHANDIBERIA, J. L. No. 15, R. S. No. 176, Touzi No. 1072, comprised in C. S. Dag No. 292 corresponding to R. S. and L. R. Dag No. 336 appertaining to R. S. Khatian No. 46 corresponding to L. R. Khatian No. 1014, within the local limits of Ward No. 22 of the Bidhannagar Municipal Corporation, having Municipal Holding No. B. M. C. - 83/118, BL-CA, Chandiberia, within the Jurisdiction of the Office of the Additional District Sub-Registrar, previously at Bidhannagar [Salt Lake City] presently at Rajarhat New Town,

under Police Station - Rajarhat [old] New Town [new], District North 24-Parganas, PIN - 700 102, and butted and bounded as follows:

ON THE NORTH : PROPERTY OF NEMAI ROY:

ON THE SOUTH : OWNER'S OWN LAND AND BUILDING;

ON THE EAST LAND AND BUILDING SANDHYA PANDIT & GOUR

MONDAL:

ON THE WEST TWENTY FOUR FEET WIDE ROAD:

THE SECOND SCHEDULE ABOVE REFERRED TO LANDOWNER'S ALLOCATION

ALL THAT the Landowner is eligible to get 40% [forty percent] Sanctioned Area of the proposed new building out of which 40% [forty percent] Sanctioned Area will be provided on the Back side of Ground Floor, 40% [forty percent] Sanctioned Area will be provided on the Front side of Top Floor and residual allocation will be provided on the First Floor in the proposed new building TOGETHER WITH the undivided, un-demarcated, impartible proportionate share or interest over the land of the premises and common areas of the said building to be allocated to the Landowner;

Further more the Developer shall pay a sum of Rs. 4,00,000/- [Rupees four lac] only as forfeited consideration and sum of Rs. 9,00,000/- [Rupees nine lac] only as refundable/adjustable consideration [if the Landowner doesn't refund the said amount, in that event the said sum will be adjusted @ Rs. 2,500/- [Rupees two thousand five hundred] only per Square Feet] i.e. total consolidated sum of Rs. 13,00,000/- [Rupees thirteen lac] only which will be paid in the manner written hereunder:

- Rs. 10,00,000/- [Rupees ten lac] only paid to the Landowner on the day of signing of this Agreement.
- Rs. 3,00,000/- [Rupees three lac] only shall be paid the Landowner after getting sanctioned building Plan from the Bidhannagar Municipal Corporation;

THE THIRD SCHEDULE ABOVE REFERRED TO DEVELOPER'S ALLOCATION

ALL THAT remaining portion of the building i.e. 60% [sixty percent] Sanctioned Area of the proposed new building is to be allotted to the Developer as Developer's allocation in accordance with the terms and conditions of these presents including the proportionate share of land and the

10

common facilities and amenities attributable to the area to be allocated to the Developer;

THE FOURTH SCHEDULE ABOVE REFERRED TO COMMON AREAS, COMMON FACILITIES AND AMENITIES

- The Landowner along with co-owners, occupiers, society or association or Company shall allow each other the following easement quasi easement and equal easement right, privileges etc
- Land under the said building described in the first schedule;
- All side spaces backspace, paths, passages, sewerage provided in the said building;
- General lighting of the common portions and space for installation of electric meter in general and separate;
- Municipal connection of the drain and sewerage line of the said building;
- Stairs case landing, staircase and lobbies passage of the building;
- Septic tank, submersible water pump, under ground and overhead water reservoir, water line;
- Lift cage, Lift room, lift machine room, machineries and accessories.
- Electric meter for common purpose;

THE FIFTH SCHEDULE ABOVE REFERRED TO SPECIMEN OF WORKS

Foundation		R.C.C foundation and framed structure;
Brick Work		Brick work of 0' 8" o' 5" and 0' 2"
Flooring	1	Brick work of 0'-8", 0'-5" and 0'-3" with specified plaster:
Doors		Flooring of marble with 6" skirting on all Sides:
		Wooden frames, main door and other doors will be commercial door shutters for of the flat. One lock and eye piece in main door.
Windows		
Kitchen		All windows will be made Aluminum anodized fitted with Glass panels cover with Grill;
	3	Black stone platform with a steel sink and glazed tiles up to 3'-6" Feet Height above the platform, P. V. C. door will be provided in toilet;
Toilet	1.	
Var. 2		Tiles up to 6'-6" height, one Orissa Type Pan/Commode Porcelain shower, one Bibcock;
Vater Supply		24 hours water supply will be provided by deep tube wel

		with pumps;
Interior Wall Coats	-	All the interior walls will be finished with a coat of Plaster of Paris.
Extra Works	-	Any extra work other than our standard specification Shall be charged extra and such amount shall be Deposited before the execution of such work;
Electric Meter	***	Charges of procurement of the electric meter will be borne by the individual Flat, commercial and car parking Space Owners:
Electrical Wiring	-	a) Concealed Wiring in all Flats (Copper electrical wiring) b) Each Flat will be provided adequate electrical Points with standard switches.
Transfer & Registration	-	The costs and expenses of Sale Deed/ Agreement for sale, stamping, registration, Advocate's fees, other duties and charges Applicable on the date of transfer and registration shall be on account of the Owners of the flat/commercial/car parking Space;

IN WITNESS WHEREOF the parties have set and subscribed their respective hands on the day month and year first above written.

SIGNED, SEALED AND DELIVERED by the LANDOWNER and the DEVELOPER in the presence of:

Chandiberials). P.S New Twon Kol-102

2 Autopuda Nuevar Kruslino prir-

P.S. Ausociati Kol-102 SIGNATURE OF THE LANDOWNER

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color

Seman pets

Draffed by and prepared in my office

Advocate. W.B. 134/1990,

Judges' Court at Barasat), MONOLATA, BA-12/2B,

Deshbandhu Nagar Kolkata - 700 059 SIGNATURE OF THE DEVELOPER

RECEIPT

1. the Landowner do hereby receive a sum of Rs. 10,00,000/- [Rupees ten lac] only by way of Cheque/Draft from the within named Developer as forfeited and part of adjustable consideration;

MEMO OF CONSIDERATION

Date	Bank	Branch (Cheque/Draft No.	Amount [Rs.]
10-00-2015	IDBI Benn	Manshapm	262442	1,50,000:00
\$ 10 - 10 - 2016	7		Cash .	20,000 = 00
y 15-11 - 2014		24.	Care	20,000 2 00
5 02-01 - 2016		-	con	20,000 = 00
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017-04-201	6		Cen	15,000 200
16-08-201	7 10 157 180	ak Korish		551,000 = 00
16-08-201	₹ 10B1 Bo	mk Koisha	opr 262455	

Total Consideration Amount Rs. 10,00,000.00

Rupees ten lac only.

WITNESSES:

1 Ashish Palit

@ Antopadanoskar

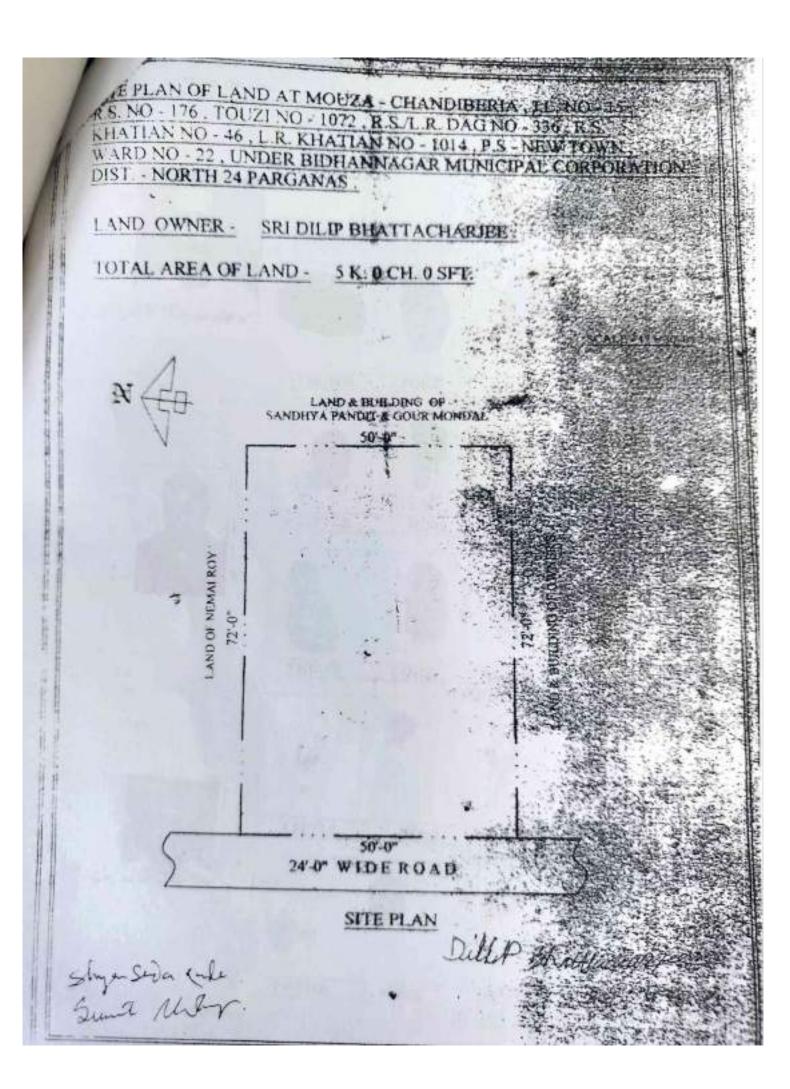
Orafted by me and prepared in my

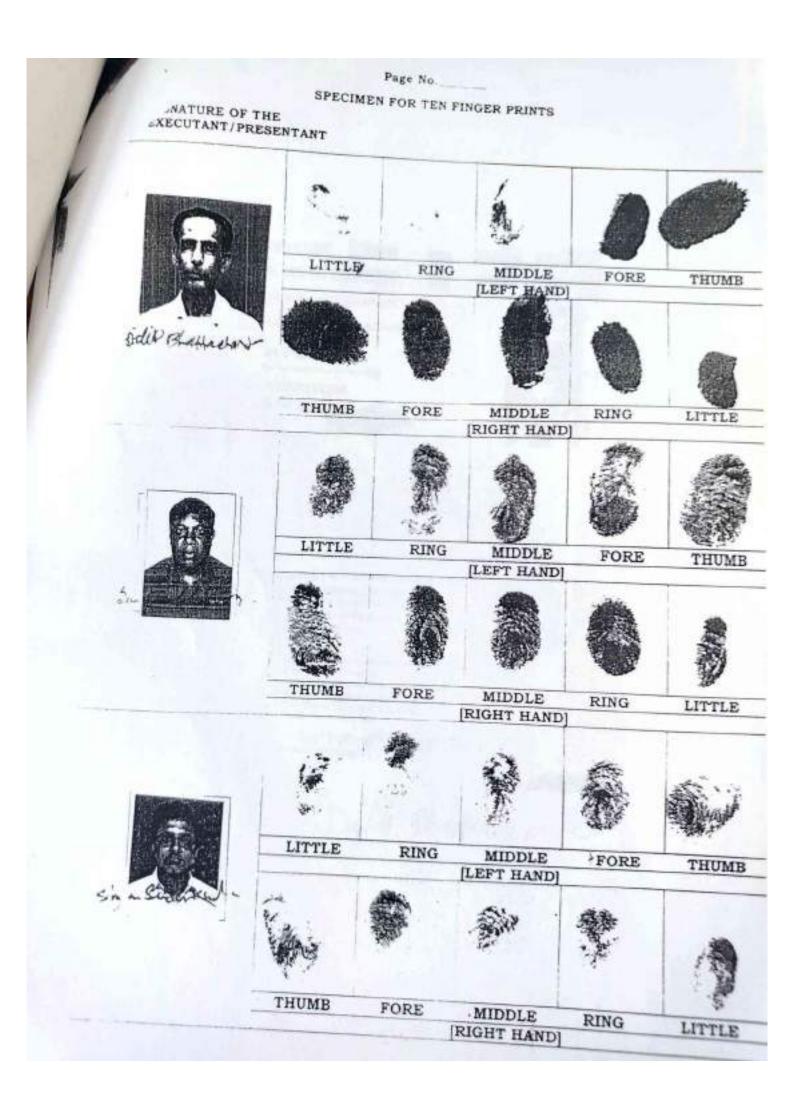
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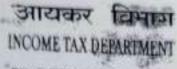
Advocate, [W.B. 134/1990, Advocate, [W.B. 13

MONOLATA, BA-12/2B,

Deshbandhu Nagar Kolkata - 700 059 SIGNATURE OF LANDOWNERS







DILIP BHATTACHARJEE

KALIPADA BHATTACHARJEE

01/01/1955 Permanent Account Number

AZOPB3036E

GOVI OF INDIA

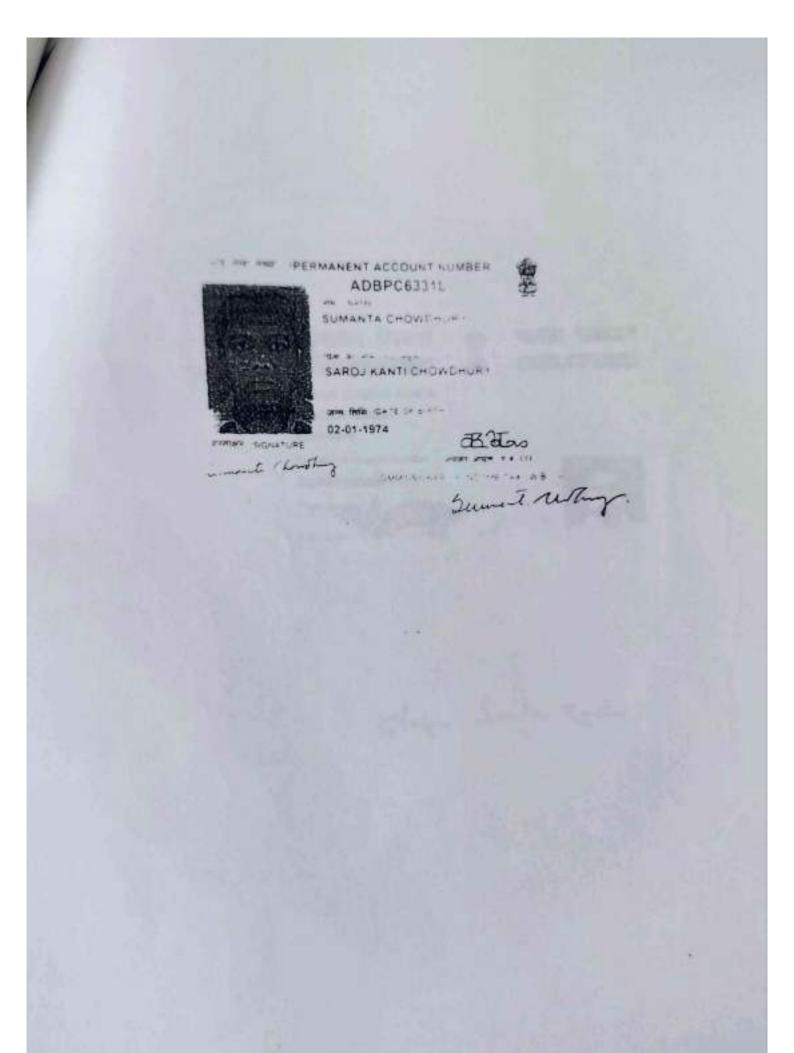


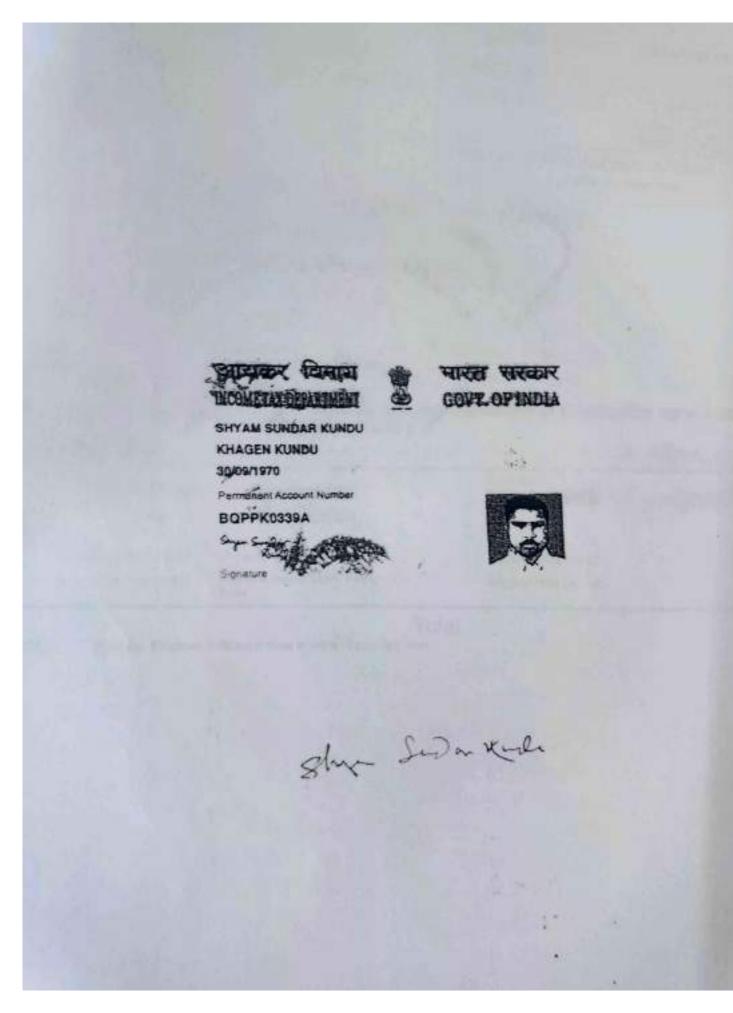
 अवकर के छोने / पानं पर कृपवा सुवित कर । नाटाए आवकर केन सेवा इकाई एन एस डी एप टीमरी भजीत सफायुर चेपन बानेन टेनियोन एकस्येज के नजटा । वानेन पुणा – 411045

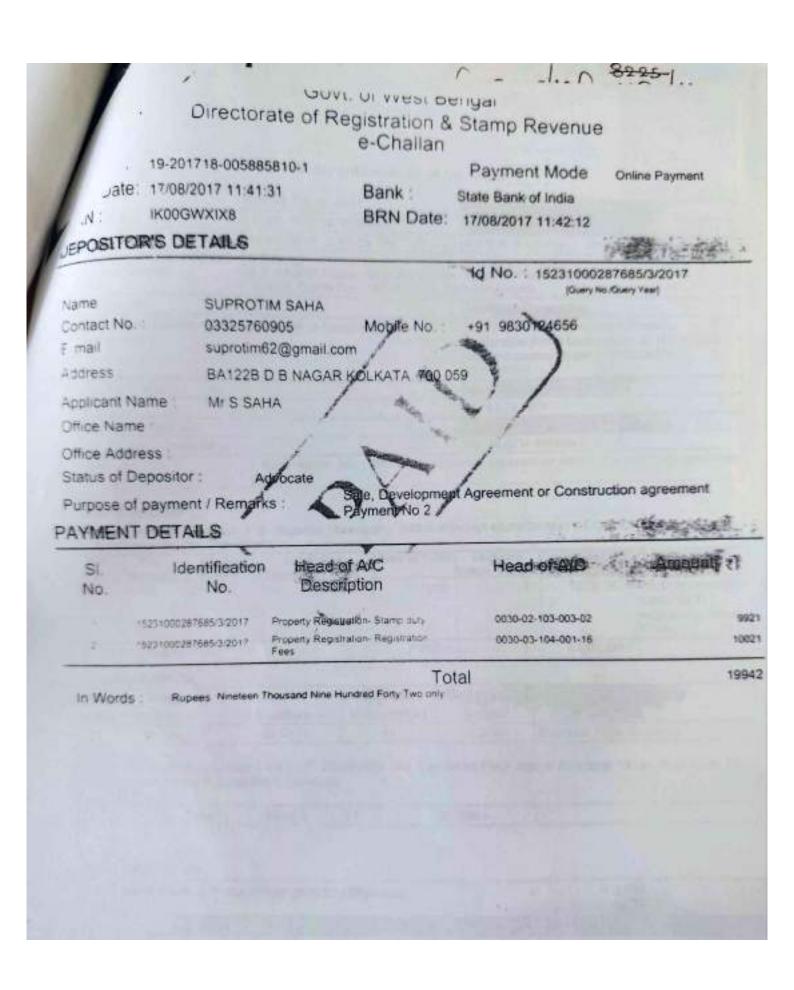
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Tel 91-20-272 8080 Past 9 20 20 20 1 5081

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Major Information of ti

geed No	I-1523-08225/2017		
Query No / Year	1522 10000	Office of the Constration Constraint Constr	
guery Date	1523-1000287685/2017		
	16/08/2017 2:57:05 PM		
applicant Name, Address other Details	S SAHA D B NAGAR Thana Bagulati District 700059, Mobile No. 9630124656, Str		
ransaction		Additional J renseation	
0110] Sale, Development A agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]	
Set Forth value		Market Middle 17	
Rs 20		Rs 63,29,997/-	
Stampouty Paid(SD)	1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Honester of Bull Bull Bull Bull Bull Bull Bull Bul	
Rs 10.021/- (Amole 48(g))		Rs. 10,021/- (Article E. E. B)	
Remarks	Received Rs. 50/- (FIFTY only) from area)	n the applicant for issuing the assement slip (Urb	

Land Details:

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

Chandibena, Mouza: Chandibena

Sch	Plot	Khatian Number	Proposed	All Total Carlotters	Area of Land	Value (In Rs.)	Mature MiniResta	Width of Approach
	No Number			Shall				Road: 24 Ft., Adjacent to Metal Road.
						1/-	62,99,997 /-	

Structu	re Details :			Market Value	ones Details
Sch	Structure	Area of	Value (In Rs.)	(In Rs.)	
No	Details		A STREET WAS A STREET OF THE STREET	30,000/-	Structure Type: Structure
61	On Land L1	100 Sq F1	1/+	30,000	Land

Gr. Floor, Area of floor: 100 Sq.Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Sned Extent of Completion Complete

		Tex 200 /	
Total:	100 sq ft _ 1/-	30,000 /-	
	100 art 11		

Land Lord Details : Name, Address, Photo, Pinger print and Signature SI No Ermero Int. Mr DILIP BHATTACHARJEE Son of Late KALIPADA till helmer flat BHATTACHARJEE Executed by: Self, Date of Execution 17/08/2017 Admitted by Self, Date of Admission 17/08/2017 Place Office 17/04/2017 17/04/2017

25 CE 2017 Query No. 15231000287685 / 2017 Deed No. 1 - 152306225 - 3017. Document is digitally signed

Dana 28 of 32

DIBERIA, P.O:- KRISHNAPUR, P.S:- New Town, District:-North 24-Parganas, West Bengal, , a, PIN - 700102 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ZOPB3036E, Status :Individual, Executed by: Self, Date of Execution: 17/08/2017 Admitted by: Self, Date of Admission: 17/08/2017 Place: Office

Developer Details :

Name, Address, Photo, Finger print and Signature SI No

SAMDEV REALTORS PVT LTD

DASHADRON, P.O. R GOPALPUR, P.S.- Airport, District - North 24-Parganas, West Bengal, India, PIN - 700136 PAN No. AAIFB2756J, Status Organization, Executed by Representative

Representative Details :

Name Address, Photo, Finger print and Signature SI No

Mr SUMANTA CHOWDHURY (Presentant)

Name

Son of Date of Execution -17/08/2017, , Admitted by: Self, Date of Admission:

17/08/2017, Place of Admission of Execution: Office



Aug 17 2017 3:50PM



Sunt Mary

AB 20 PRAFULLAKANAN, P.O.- PRAULLAKANAN, P.S.- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status Representative Representative of SAMDEV REALTORS PVT LTD (as DIRECTOR) Photo Finco Print 10. Signature.

Name

Mr SHYAM SUNDAR KUNDU

Son of Date of Execution -17/08/2017, Admitted by: Self, Date of Admission 17/08/2017, Place of Admission of Execution: Office



Aug 17 2017 4 DOPM



17/04/2017

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DASHADRONE, P.O.- R GOPALPUR, P.S.- Airport, District:-North 24-Parganas, West Bengal, India, PIN - 700136, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status: Representative, Representative of : SAMDEV REALTORS PVT LTD (as DIRECTOR)

Name Enddressia acvis

Identifier Details:

Mr PRANAB MAJUMOER

PROMODGARH P.O. GOURANGANAGAR, P.S.: New Town, District:-North 24-Parganas, West Bengal, India, PIN 700159 Sex Male By Caste Hindu, Occupation Others, Citizen of: India, , Identifier Of Mr DILIP BHATTACHARJE

Mr SUMANTA CHOWDHURY, Mr SHYAM SUNDAR KUNDU

17/08/2017

	of property for L1	
+	Mr DILIP	To, with area (Name-Area)
	BHATTACHARJEE	SAMDEV REALTORS PVT LTD-8 25 Dec
ranst	fer of property for St	
	From	The state of the s
-	Mr DILIP	10. With area (Name-Area)
	BHATTACHARJEE	SAMDEV REALTORS PVT LTD-100.00000000 Sq Ft

Land Details as per Land Record

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

Sch No	Plot & Khatlan Number	CATQUE GOLANG
U	LR Plot No - 336(Corresponding RS Plot No - 336), LR Khatian No - 1014	Owner নির্দিশ ভইচাবে, Gurdian কাশীপন, Address নিজ, Classification নিজ, Area 0 15000000 Acre.

Endorsement For Deed Number: 1 - 152308225 / 2017

On 16-08-2017

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 63.29.997/.

Den

ADDITIONAL DISTRICT SUB-REGISTR OFFICE OF THE A.D.S.R. RAJARHA

North 24-Parganas, West Bengai

On 17-08-2017

Certificate of Admissibility(Rule 45,W.B. Registration Rules 1962)

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

Presentation(Under Section 52 & Rule 22A(5) 46(1),W.B. Registration Rule 1992)

the second to the second

Presented for registration at 13:58 hrs. on 17-08-2017, at the Office of the A.D.S.R. RAJARHAT by Mr. SUMANT CHOWDHURY

Admission of Execution (Under Section 58, W.B. Registration Rules 45020)

Execution is admitted on 17/08/2017 by Mr DILIP BHATTACHARJEE. Son of Late KALIPADA BHATTACHARJE CHANDIBERIA P.O. KRISHNAPUR, Thana New Town North 24-Parganas, WEST BENGAL, India, PIN - 700 by caste Hindu by Profession Service

Indetified by Mr PRANAB MAJUMDER. . . Son of Mr P MAJUMDER, PROMODGARH, P.O.: GOURANGANAGA: Thana New Town North 24-Parganas. WEST BENGAL India. PIN - 700159, by caste Hindu, by profession O.

25:08:2017 Query No -15231000287685 / 2017 Deed No 1 - 152308225 / 2017, Document is digitally signed.

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A Ches Pales Maria Madagaria

a of Execution (Under Section 58, W.B. Registration Rules: 42527648407684111907

JION IS admitted on 17-08-2017 by Mr SUMANTA CHOWDHURY, DIRECTOR, SAMDEV REALTORS PVT LTD, SHADRON, P.O.: R GOPALPUR, P.S.: Airport, District -North 24-Parganas, West Bengal, India, PIN - 700136 Indetified by Mr PRANAB MAJUMDER, , Son of Mr P MAJUMDER, PROMODGARH, P.O.: GOURANGANAGAR, Thana New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by profession Others Execution is admitted on 17-08-2017 by Mr SHYAM SUNDAR KUNDU, DIRECTOR, SAMDEV REALTORS PVT LTD, DASHADRON P.O.: R GOPALPUR, P.S.: Airport, District, North 24-Parganas, West Bengal, India, PIN - 700136 INSELECTOR, MI PRANAB MAJUMDER. Son of Mr P MAJUMDER, PROMODGARH, P.O.: GOURANGANAGAR, Thana New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,021/- (B = Rs 10,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17:08:2017 11:42AM with Govt. Ref. No. 192017180058858101 on 17:08-2017, Amount Rs. 10:021/-, Sank State Bank of India | SBIN0000001), Ref. No. IK00GWXIX8 on 17:08-2017, Head of Account 0030-03-104-001-

Payment of Stamp Duty

Centified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 9,921/-

Description of Stamp

Stamp Type Impressed, Serial no 93242, Amount: Rs. 100/-, Date of Purchase: 14/08/2017, Vendor name: AMAL KUMAR SAHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/08/2017 11:42AM with Govt. Ref. No. 192017180058858101 on 17-08-2017, Amount Rs: 9,921/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK00GWXIX8 on 17-08-2017, Head of Account 0030-02-103-003-02

Shan

Debasish Dhar

ADDITIONAL DISTRICT SUB-REGISTRAR

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

North 24-Parganas, West Bengal

ate of Registration under section 60 and Rule 69, ared in Book - I

Volume number 1523-2017, Page from 237938 to 237969 being No 152308225 for the year 2017.



Digitally signed by DEBAJYOTI BANDHYOPADHYAY Date: 2017.08.25 17:36:03 +05:30 Reason: Digital Signing of Deed.

(Debajyoti Bandyopadhyay) 25-08-2017 17:35:18
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)

