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

[Signature]
 Additional District Sub-Registrar
 Kolkata, West Bengal, North 2B Postoffice

12 MAR 2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 12th day of March, 2019 (two thousand nineteen) **BETWEEN**

1289 07-2-19

100/

D. C. Dan
Advocate
Bassasat Court.

ক্রমিক নং
স্টাম্প হেজার স্বাক্ষর
বিধান নগর (সেন্ট্রাল সিটি) এ. ডি. এস. অফিস
স্টাম্প ক্রয় তা
চালান নং
টহারা বারাকপুর ভেঙার মিত্র দত্ত

24 JAN 2019

340000



Additional District and Registrar
Bassasat, New Barr, North 24 Parganas

12 MAR 2019

SRI. BASUDEB GUPTA. (PAN – ATAPG5558L) Son of Panchanan Gupta , by faith- Hindu, by nationality- Indian, residing at Gouranganagar, Jatragachi Nandan Nagar, R R Side, P.O. Aswini Nagar, P.S. Baguihati, Kolkata– 700159, hereinafter called and referred to as the '**LAND OWNER**' (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, successors, legal representative and/or assigns) of the **ONE PART**.

AND

'ROHRA DEVELOPERS PVT.LTD'. (PAN - AAECR3883M), a company incorporated under the Companies Act, 1956, having its registered office at 73, Bangur Avenue, Block 'C', Post Office – Bangur, Police Station – Lake Town, Kolkata – 700 055, The company is represented by its directors **(1) SRI HARISH KUMAR ROHRA (2) SRI YOGESH ROHRA**, both sons of late Tirath Das Rohra, both by nationality Indian, both by faith - Hindu, all residing at 73, Bangur Avenue, Block 'C', Kolkata – 700 055, hereinafter called and referred to as the "**DEVELOPER**" (which expression unless repugnant to the context shall mean and include its successors-in-office, executors, administrators, representatives and assigns) of the **OTHER PART**.

WHEREAS one Kalinath Mukhopadhyay (Mukherjee) was the sole and absolute owner according to L.R. R.O.R vide L.R Khatian No. 517 in respect of ALL THAT Piece and Parcel of shali land measuring more or less .26 decimal comprising in R.S & L.R Dag No. 2713 under L.R Khatian No. 517, lying and situated at Mouza – Ghuni, J.L. No. 23, R,S No. 232, P.S. Rajarhat at present Newtown, A.D.S.R.O Rajarhat, Newtown north 24 Parganas, with in the local limits of Jyangra Hatara 2 No. Gram Panchayet Dist . North 24 Parganas.

AND WHEREAS While being in peaceful enjoyment over the aforesaid recorded property said Kalinath Mukhopadhyay (mukherjee) died intestate on 11.04.1996 leaving behind his



Additional District Judge
Court, New Town, North 24 Parganas
11 2 MAR 2019

wife Namita Mukherjee, two sons namely Sri. Samir Mukherjee, Sri. Mihir Mukherjee and two daughters Smt. Sharbani Chakraborty, Smt. Bela Banerjee as his only legal heirs and successors, who jointly inherited the aforesaid property according to Hindu Succession Act 1956 as equal share and absolutely seized and possessed the same.

AND WHEREAS according to the aforesaid description the said Smt. Namita Mukherjee Sri. Samir Mukherjee, Sri. Mihir Mukherjee, Smt. Sha bani Chakraborty and Smt. Bela Banerjee, became the absolute Joint Owners in respect of ALL THAT Piece and Parcel of shali land measuring more or less 26 decimal comprising in R.S & L.R Dag No. 2713 under L.R Khatian No. 517 , lying and situated at Mouza – Ghuni , J.L. No. 23, R,S No. 232, P.S. Rajarhat at present Newtown, A.D.S.R.O Rajarhat, Newtown north 24 Parganas, with in the local limits of Jyangra Hatiara 2 No. Gram Panchayet Dist . North 24 Parganas by way of inheritance as per Hindu Succession Act. 1956 left by their said deceased husband as well as father Kalinath Mukhopadhyay (Mukherjee) and mutated and Seperately recorded their names in the records of rights and obtained L.R Khatian nos which are given below :

Name	L.R Khatian No
Namita Mukherjee	7834
Samir Mukherjee	7835
Mihir Mukherjee	7836
Bela Banerjee	7837
Srabani Chakraborty	7838

and paying respective rents and taxes to the proper authority concern and seized, possessed and enjoying the same as rightful owners without any interference since the date of obtain and they have every right, title and interest in respect of the said property and they have right to sell , gift, mortgage, lien or any kind of transfer in any manner what so ever and the said property is free from all encumbrances, charges liens and good marketable title.



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Kabupaten, New Bwa, North 24 Paragelis

12 MAR 2019

AND WHEREAS the said Namita Mukherjee, Samir Mukherjee, Mihir Mukherjee, Bela Banerjee & Srabani Chakraborty transferred all that plot of Shali land measuring more or less 5.55 decimal togetherwith all easement right appertaining thereto comprised and contained in R.S & L.R Dag No. 2713 Under L.R Khatian No. 7834, 7835, 7836, 7837 & 7838 lying and situated at Mouza – Ghuni, J.L. No. 23, R,S No. 232, P.S. Rajarhat at present Newtown, A.D.S.R.O Rajarhat, Newtown north 24 Parganas, with in the local limits of Jyangra Hatiara 2 No. Gram Panchayet, Dist . North 24 Parganas, by virtue of a registered Deed of Gift, registered in the office of A.D.S.R,O Rajarhat, Newtown North 24 Parganas on 01.03.2019 and was recorded in Book No.I, Volume No.1523 - 2019, Pages from 101154 to 101185. Being No. 2590 for the year 2019, in favour of Basudeb Gupta.

AND WHEREAS having acquired the aforesaid plot of land through the aforesaid registered Deed of Gift the Land Owner herein applied for mutation with the L.R. Settlement Records and also has been in peaceful physical possession over the same.

AND WHEREAS the land owner herein , with the intention of construction of multi-storied building over the said plot of land has approached the developer and on the basis of such approach made by the owner. the developer being experienced in developing the properties. has agreed to develop the said property. more fully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter called the “ **SAID PROPERTY** ” at the own cost and expenses of the Developer on the terms and conditions hereinafter contained.

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

ARTICLE-I

DEFINITION

- 1. OWNER** : Means **BASUDEB GUPTA** Son of Panchanan Gupta.
- 2. DEVELOPER** : **ROHRA DEVELOPERS PVT. LTD.**, a company incorporated under the Companies Act, 1956. having its registered office at 73, Bangur Avenue, Block 'C', Post Office – Bangur. Police Station – Lake Town, Kolkata – 700 055, represented by its Directors **(1) SRI HARISH KUMAR ROHRA, (2) SRI YOGESH ROHRA**, all sons of Late Tirath Das Rohra.



Additional District Sub-Registrar
Kottayam, Kerala

12 MAR 2019

3. LAND : The land described in the first schedule here under written.

4. BUILDING : Means multi storied building to be constructed on the schedule property in accordance with the plan to be sanctioned by the Jyangra Hatiara 2 No. Gram panchayet in the name of the owners and at the cost of construction charges and expenses of the developer hereinafter referred to as the said building.

5. ARCHITECT : Shall mean person or firm appointed or nominated by the Developer/Promoter for construction of the proposed building.

6. BUILDING PLAN : Plan to be sanctioned by the Jyangra Hatiara 2 No Gram Panchayet, NKDA and all other concern authority.

7. TRANSFER : Transfer by possession and by any other means adopted for affecting what is understood as a transfer of Flat/Shop in multi-storied building to the intending purchaser.

8. TRANSFEREE : Shall mean a person to whom any space/flat in the building will be transferred by a Deed of Conveyance for a valuable consideration by the owners and/or the developer .

9. TIME : Shall mean the construction to be completed within 36 (thirty six) months from the date of sanctioned building plan. Be it stated here in this context that another 6 (six) months will be extended as grace period.

10.COMMENCEMENT : This agreement shall be deemed to have commencement with effect from the date of execution of this agreement .

11.COVERED AREA : Shall mean the plinth area of the building measuring at the floor level of the basement or any story and as shall be computed by inclusion of the thickness of the internal and external walls, save that if any wall be common between separate two portions/flats/rooms, then only half depth of the wall thickness to be included for computing the area of each separate portion/flat/room.



Additional District Sub-Registrar
Parganas, West Bengal, North 24 Parganas

12 MAR 2019

12.COMMON AREA : Shall mean the area of the lobbies, staircase, landing, drive way and other portions of the building intended or required for ingress in and egress from any portion/flat or for providing free access to such portions/flat for the use of the co-owners of the flats/rooms i.e. water pump room in the ground floor and open terrace of the Top floor etc. as per sanctioned building plan and/or as may be decided by the Developer.

13.COMMON PORTIONS: Shall mean the common installation in the building for common use and utility i.e. plumbing, electrical, drainage, and other installations, fittings, fixtures and machinery which are not exclusive for any portion/flat and which are specified as common by the Developer.

14. COMMON FACILITIES: Shall include corridors, stair-case, water pump, pump house, over head tank, lift, driveway and such other facilities which may be mutually agreed by and between the parties and required for the location free enjoyment, maintenance, up keep and/or proper management of the building including the roof open to the sky of the building.

ARTICLE-II COMMENCEMENT OF THE AGREEMENT

(a) This Agreement shall come into effect automatically and immediately on and from execution of these presents by and between the Parties hereto.

ARTICLE-III LAND OWNERS' REPRESENTATION

(a) The Land Owner are absolutely seized and possessed of and/or well and sufficiently entitled to the said property.

(b) None other than the a Land Owner has any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof.

(c) That none other than the Land Owner hereto, have any claim, right, title and/or demand whatsoever in respect of the said property and/or any portion thereof.



Additional District Sub-Registrar
Magadha, Bihar, North 24 Parganas

12 MAR 2019

(d) That the said property is free from all encumbrances, charges, liens, lispendens, attachments, acquisition, requisition whatsoever or howsoever.

(e) That the Developer being satisfied with the right, title and interest and possession of the Land Owner as mentioned in the Schedule hereunder, has agreed to do the proposed development of the said property holding in terms and conditions as contained herein above.

(f) That the said property is not subject to any suit or legal proceeding in any court of law or not under mortgage or such, under any Bank or Financial Institutions.

ARTICLE-IV LAND OWNER RIGHT AND OBLIGATIONS AND REPRESENTATIONS

(i) The Land Owner has absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said property free from all encumbrances, charges, liens, lispendens, trusts, requisition or acquisition whatsoever nature and have a valid marketable title on the said premises.

(ii) The Land Owner has absolute right and authority to develop the said property.

ARTICLE-V DEVELOPER'S RIGHT AND RESPONSIBILITIES

The scope of work envisaged to be done by the Developer hereunder shall include:

(i) Construction of the new Building with all ancillary services complete in all respect as per the plans, the details and specifications thereof. The building shall be constructed exclusively for residential and commercial use. The Developer's responsibility shall include coordinating with all other statutory authorities and to complete the construction of the building including plumbing, electrical, sanitary fittings and installations.

(ii) All outgoings including other rates, taxes duties and other impositions by the Jyangra Hatiara 2 No Gram Panchayet or NKDA or other any competent authority in respect of the said property up to the date of this agreement shall be paid by the Land Owner.



Additional District Sub-Registrar
North 24 Parganas
12 MAR 2019

(iv) All funds and/or finance to be required for completion of the entire project shall be provided by and/or otherwise arranged by the Developer.

(v) The Developer will be the only and exclusive builder and during subsistence of this agreement and shall have the sole authority to sell all the flats of the proposed building/buildings which completely includes as Developer's areas/portions in the proposed building at the said property and/or of all or any portion/portions thereof, which includes common area and facilities together with the undivided right, title and interest in the land in common facilities and amenities including the right to use thereof. The owner or any person claiming under them shall not interfere, question hinder inject, stop or prohibit the Developer, for carrying out the proposed construction of the building in the said property subject to the fulfilment of all obligation of the Developer towards to Land Owner. The Developer will complete the construction of the building with the standard materials as would be available in the market.

(vi) The Developer will be entitled to prepare Plan and modify or alter the Plan and to submit the same to the concerned authority in the name of the owners/Developer at the own cost of the Developer will pay and bear all fees payable to the said authority and other bodies statutory or otherwise for sanction of the plan for construction of the proposed new Building provided however that the developer will be exclusively entitled to all refunds of any and all payment and/or deposits made by the developer in the name of the Land owner/Developer.

(viii) The Developer hereby undertakes to indemnify and keep indemnified the Land Owner from and against any and all actions, charges, claims any third party arising out of due to the negligence of noncompliance of any law, bye-law, rules and regulations of the Jyangra Hatiara 2 No Gram Panchayet or NKDA and other Govt. or local bodies as the case may be and shall attend to answer and be responsible for any deviation, a commission, violation and/or breach of any accident in relating to the construction of the building all costs and charges in this regard shall be paid by the Developer.

(ix) That the Developer will be entitled to take loan from any Financial Institution or any Nationalized Bank / Banks for completion of the said project and not to attach the property in question by infringing the Land Owner right and interest of the property in any manner



District Sub-Registrar
Bangalore, No. 25, Bangalore

12 MAR 2019

whatsoever and no liability will be given to the Land Owner regarding the outstanding loan of the Developer.

(x) The Developer shall abide by all the safety norms during the construction of the proposed building and where to all statutory and legal norms and keep the owners indemnified.

xi) The Developer shall obtain all necessary "No-Objection" certificate and procure "Completion Certificate" from all statutory authorities such as Panchayet, Panchayet Samity, NKDA and others.

CONSIDERATION **OWNER'S ALLOCATION**

The Land Owner herein shall entitled to get 45% constructed area, according to his share of land, out of the proposed multi – storied building, along with the proportionate right, title and interest and common facilities attached with the proposed construction of new building thereon.

The Owner herein entitled to get a total sum of Rs. 15,50,000.00 (Rupees fifteen lakh fifty thousand) only as refundable advance money from the Developer herein out of which Rs. 5,00,000.00 (Rupees five lakh) only will be paid by the Developer on the date of execution of this agreement and balance amount Rs. 10,50,000.00 (Rupees ten lakh fifty thousand) only will be paid by the developer to the Land Owner after Seven Days .

DEVELOPER'S ALLOCATION

The Developer will be entitled to get 55% constructed area in the proposed building to be constructed on the said premises after deducting the Owners allocation including proportionate share of the common facilities and amenities of the said building.

Be it also stated here that in absence of the Land Owner i.e. death of the Land Owner during this contractual period, the legal heirs of the Land Owner will have to abide by the terms and conditions contained in this agreement by executing a Supplementary



Ballari District Sub-Registrar
Ballari, New Town, Ballari, Karnataka

12 MAR 2019

Development Agreement with the Developer herein and Power of Attorney in favour of the Developer in future.

Be it mention here that, the Developer will get any adjoining plot of land for Development Purpose in future, at the time of amalgamation the Developer has exclusive right & absolute power to amalgamated the adjoining land for which the existing land owner have not raise any objection, claim over the afore said plot of land.

ARTICLE-VII

PROCEDURE

The Land Owner shall execute a Development Power of Attorney. The owner will execute the POWER OF ATTORNEY to the developer as follows :

- i. To develop the said premises by constructing building thereon.
- ii. To represent to the all competent authorities including NKDA.
- iii. To sign the plan and all the relevant papers in respect of the building plan and all other relevant documents relating to the said premises present the same to the Competent Authorizes including NKDA.
- iv. To appoint Engineers, Surveyors, Architects, Licensed Building Surveyors and other experts.
- v. To obtain clearances from all government departments and authorities including Fire Brigade, BLRO, SDLRO, Police and the Authorities of Urban Land Ceiling and Department, pollution Board, and all other competent authorities as may be necessary.
- vi. To sign and apply for sanction of drainage, water, electricity and other utilities as may be necessary for the convenience.
- vii. To appear before any officer of the any Competent Authorities or any court or tribunal for assessment of valuation or other purpose in respect of the said building as well as the said property.
- viii. To represent before any court of law.



Additional District Sub-Registrar
North 20 Parganas
12 MAR 2013

- ix. To appear and to act in all courts, civil, criminal and tribunal whenever required.
- x. To sign and verify plaints and written statements petitions, objections, memo of appeals, affidavits, and applications of all kind and file those in any court of law.
- xi. To engage and appoint any advocate or counsel wherever required.
- xii. To represent to the Registration Office, Land Acquisition Department and any other competent authority for obtaining clearances, if any, in respect of the said property.
- xiii. To settle any dispute arising in respect of the said property.
- xiv. To negotiate on terms for and to agree to and enter into and conclude any agreement for sale and sell of the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof to any purchaser or purchasers at such price which in their absolute discretion, think proper and/or to cancel and/or repudiate the same in respect of Developer's Allocation only.
- xv. To receive from the intending purchaser or purchasers any earnest money and/or advance or advances and also the balance of purchase money against the said of the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof and/or part thereof within developer's Allocation only and to give good, valid receipt and discharge for the same which will protect the purchaser or purchasers without seeing the application of the money.
- xvi. Upon such receipt as aforesaid, to sign, execute and deliver any conveyance or conveyances of the said property and/or part thereof in favour of the said purchaser or his nominee or assignee.
- xvii. To sign and execute all other deeds, instruments and assurances which our attorneys shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the said of the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof and/or part thereof in respect of Developer's Allocation only.
- xviii. To present any such conveyance or conveyances in respect of the said of the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof and/or part thereof for registration, to admit execution and



Additional District Sub-Registrar
Calcutta, New Town, North 24 Parganas

12 MAR 2019

receipt of consideration before the competent Registration Authority for and to have the said conveyance registered and to all acts, deeds and things which our said attorney shall consider necessary for sale of the said property and/or part thereof to the purchasers as fully and effectually in all respects within Developer's allocation only.

2. The Land Owner shall help to obtain mutation of the property in the name of the developer and/or its nominee or nominees and/or favour of the future flat owner and shop owners after the completion of the construction and after transfer or sale of all the flats and shops to the said future owners hereof.

3. Immediately after execution of these presents the Land Owner shall handover vacant possession of the land with the existing structure to the developer and/or his representatives to have access to the land for the purpose of development, soil testing etc. and further permit the Developer to place hoardings, to keep building materials and allow the men and agents of the Developer to stay in the land for the purpose of construction of the building or apartment in question as stated hereinabove.

4. The Owner shall pay and bear the panchayat taxes, maintenance charges and other duties as outgoings proportionately in respect of the owners allocated flats and shops as may be determined by the association or society to be formed or developer after construction of the building and sale of all flats/shops. It is agreed that on and from handing over possession of the said land for construction of building proportionate share of taxes or charges, if any, in respect of the said land will be borne by the developer till the separation or apportionment of the flats/shops in question among all consumers or purchasers.

ARTICLE-VIII CONSTRUCTION

The Land Owner or any person claiming through them shall not in any way interfere with the quiet and peaceful possession of the said premises or holding thereof by the Developer and shall not interfere with rights of the Developer to construct and complete the said building within the stipulated period subject to fulfilment of all obligations by the Developer as per this agreement.

ARTICLE-IX POSSESSION

Immediately on execution of these presents the Owner shall handover to the Developer the physical possession of the said premises and/or the said plot of land to enable the



Madurai District Sub-Registrar
Madurai, New Govt. North 2d Payasam

12 MAR 2019

Developer to take all necessary action including measurement of the said premises for development of the said premises and the Developer shall hold the same hereunder without interference or disturbance of the owner or any person or persons claiming under them. The delivery of possession must be in writing and should be signed both the owner and the Developer.

ARTICLE-X **BUILDING**

(a) The Developer will at its own cost and on the basis of specification as per sanctioned Building Plan shall construct, erect and complete the Building and the common facilities and the amenities at the said premises with good and standard materials and in a workman like manner within 36 (thirty six) months and 6 (six) months grace period from the date of sanction building plan.

(b) The Developer will install and erect in the said Building at their own costs, pumps, water storage over head reservoirs, electrifications, permanent electric connection from the CESC Limited /WBSEB/WBSEDCL and until permanent electric connections is obtained, save and except the Security Deposit and service charges for installation on new connection by CESE Limited/WBSEB/WBSEDCL in the said Building.

(c) The Developer shall at its own costs and expenses and without creating any financial or other liability on the owner construct and complete the building in accordance with the Building Plan and any amendment thereto or modification thereof made or caused to be made by the Developers during the period of entire construction subject to the sanction of the appropriate authorities.

(d) All costs, charges and expenses relating to or in any way connected with the entire construction of the said multi – storied building and development of the said premises/property including charges for other bodies shall be paid discharged and borne by the Developer and the Land Owner shall have no liability whatsoever in this context.

ARTICLE-XI **RATES AND TAXES**

(i) The Developer hereby undertakes and agrees to pay the Panchayet tax, water and all other taxes from the date of taking over the possession.



Additional District Sub-Registrar
Bangalore, New Court, North 24 Perpetual

12 MAR 2019

(ii) On completion of the Building and subsequent delivery of possession thereof the parties hereto and/or their respective transferees shall be responsible for the payment of all rates, taxes and other outgoings.

ARTICLE-XII **SERVICE AND CHARGES**

(a) On completion of the Building and after possession of their respective allocated areas in the building, the Developer and/or the proposed transferees shall be responsible to pay and bear the service charges for the common facilities in the building.

(b) The Service charges shall include utility charges, maintenance of mechanical, electrical, sanitary and other equipments for common use maintenance and general management of the building.

(c) The Developer in consultation with the Land Owner and other prospective transferees shall frame such scheme for the management, amenities and administration of the building and all parties shall abide by all the rules and regulations of such management, administration/maintenance and other schemes and as well Association of Land Owner of the respective flats as and when formed.

ARTICLE-XIII **COMMON RESTRICTIONS**

(a) The transferees and occupiers shall, in any event, not to use the allotted area as godown and shall not store inflammable or combustible articles/materials, such as bike skin and kerosene, diesel oil etc. which may cause fire hazard to the said building.

(b) None of the transferees and occupiers shall alter/demolish or permit demolition of any of the main structure in their allocated portion or any part thereof.

(c) Subject to the Developer fulfilling its obligation and commitments as specified herein the time the owners shall not do any act or things whatsoever by which the Developer shall be prevented from construction and/or completion of the said building.



Additional District Sub Registrar,
Jhansi, M.P. 481001, M.P.

12 MAR 2019

ARTICLE-XIV **LEGAL COMPLIANCE**

(i) It is hereby expressly agreed by and between the parties hereto that it shall be all the responsibility of the Developer to comply with all other legal formalities and execute all documents as shall be required under the law for this purpose.

(ii) The owner shall be bound to sign and execute such agreement, deeds, documents, papers, writings and forms as may be required by the Developer to be executed in favour of all intending and/or actual transferees in respect of Developer's share and claim of the said building in full as aforesaid togetherwith proportionate undivided share or right in the land and to register the same whenever necessary.

ARTICLE-XV **OWNERS' INDEMNITY**

The Owner hereby undertakes to keep the Developer indemnified against all claims, demands, suits or proceedings that may arise against the Developer in connection with the said premises due to commission/omission of any act or deed on the part of the Land Owner. If any dispute arises in future regarding title of the Land Owner in that event the Land Owner will be held responsible to rectify it at his own cost.

ARTICLE-XVI **TITLE DEEDS**

The Land Owner shall deliver all original documents and the title deed/deeds to the Developer on the date of execution and registration of the Development Agreement and the Development Power of Attorney.

ARTICLE- XVII **MISCELLANEOUS**

(a) The Land Owner and the Developers and the Confirming Party herein entered into this agreement purely on contractual basis and nothing contained here in shall be deemed to construe as partnership between the developer and the owner but as joint venture between the parties hereto.

(b) Any notice required to be given by the Developer will without prejudice to any other mode of service available deemed to have served on the Land owner if delivery by hand and



Additional District Sub-Registrar
Madurai, New Town, Madh 24 Palayam

12 MAR 2019

duly acknowledge and/or sent by prepaid Registered Post with acknowledgment due and shall likewise any notice required to be given by the Land Owners shall be deemed without prejudice to the owner mode of service available to have been served on the Developer if delivered by hand and duly acknowledged and/or sent by prepaid registered post to the office of the developer.

(c) There is no existing agreement regarding the development and/or the sale of the said premises and that all other arrangements prior to this agreement have been cancelled and/or being superseded by this agreement. The Land Owners and the Confirming hereto doth hereby unanimously and severally declare that they and each one of them have not entered into any agreement with anybody else for development of the said premises except the Developer herein.

(d) Each terms of this agreement shall be the consideration for the other terms.

ARTICLE-VIII FORCE MAJEURE

1. Force Majeure is herein defined as :

- (a) Any cause which is beyond the control of the Developer.
- (b) Natural phenomenon including but not limited to whether condition of floods, droughts, earthquake etc.
- (c) Accidents and disruption including but not limited to fires, explosive, breakdown of essential machineries or equipments and power shortage.
- (d) Transportation delay due to force majeure or accidents.

2. The Developer and/or Land Owner shall not be liable for any delay in performing its obligations resulting from force majeure. If the Developer and/or owner mutually agree to extend time limit of the instant agreement same can be done subject to the condition that the said mutual agreement must be written and signed by the Developer and the Land Owner.



Additional District Sub-Registrar
Buxar, New Town, north 24 Patna

12 MAR 2019

ARTICLE-XIX**JURISDICTION**

Courts of North 24 Parganas along shall have the jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties hereto.

ARTICLE-XX**ARBITRATION**

All disputes and differences arising between the parties to this agreement shall on the first place be referred to arbitrators nominated by each of the parties and whenever necessary arbitrators so nominated may appoint an umpire among themselves jointly in accordance with Indian Arbitration & Conciliation Act, 1996 to process the dispute and difference and any step otherwise without compliance the provision of said arbitration, either of the parties will not be entitled to proceed before the court of law as regards the said disputes and differences.

ARTICLE-XXI**GENERAL CONDITIONS**

- (a) All appendices in this agreement are integral parts of this agreement.
- (b) All amendments and/or addition to this agreement are valid only if made in writing and sign by both the parties.

FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the scheduled property)

ALL THAT piece and parcel plot of shall land measuring more or less 5.55 Decimal **TOGETHERWITH** all easements rights appertaining thereto, lying and situated at Mouza-Ghuni, J.L.No. 23, R.S.No.232, of the Collector of North 24 Parganas, comprised and contained in:

R.S & L.R Dag No	L.R Khatian No	Area (Decimal)
2713	7834	1.11
2713	7835	1.11
2713	7836	1.11
2713	7837	1.11
2713	7838	1.11
		5.55



Additional District Sub-Registrar
Bangalore, New Town, North 24 Palgatta

12 MAR 2019

Total land measuring more or less 3 Cottah 6 Chatak Within the jurisdiction of Jyangra Hatiaara 2 No Gram Panchayet, under P.S.- Rajarhat at present Newtown, Dist.North 24 Parganas, which is butted and bounded as under:-

<u>ON THE NORTH</u>	: R.S Dag No. 2714.
<u>ON THE SOUTH</u>	: R.S Dag No. 2713 (P)
<u>ON THE EAST</u>	: R.S Dag No. 2713 (P)
<u>ON THE WEST</u>	: R.S Dag No. 2713 (P)

SECOND SCHEDULE ABOVE REFERRED TO

(Specification of work)

<u>FOUNDATION:</u>	The foundation of the building shall be reinforced cement concrete.
<u>STRUCTURE :</u>	The main structure of the building shall be of reinforced cement concrete frame structure comprising of R.C.C. Columns beams slabs etc.
<u>ELEVATION :</u>	Attractive designed front elevation with exclusive finish.
<u>WALLS :</u>	The external walls of the building be 200/125 mm thick brick and partition wall inside the flats shall be of 75 mm and 125 mm thick. Both to be bounded with cement mortar.
<u>PLASTERING :</u>	All external surface shall be plastered with cement and finished with plaster of Paris. All external walls shall be plastered with cement



Additional District Sub-Registrar
Chhatra, New Road, North 24 Parganas

12 MAR 2019

and sand and painted with cement paints of reputed make.

FLOORING AND

SKIRTING:

All and other flooring and skirting inside the flat including the balcony shall be made with marble/tiles. The toilets shall have 6' glazed white ceramic tiles with marble/tile flooring. The kitchen will have marble/tiles flooring.

DOORS :

All doors frame will be made of sal wood. The main door will be of solid wood. Internal door shall be commercial water proof flush type affixed on proper timber frame painted with primer paint. Toilets will have plastic door. The main door shall be provided with one magic eye.

WINDOWS :

All window shall be aluminium frame with integrated grill and will be fitted with glass.

TOILET FITTINGS :

All toilets will have marble/tiles Anti - Skid flooring. All toilets be provided with concealed plumbing for water. Each bath room shall have European W.C. or Indian type pan which the Purchaser will choose, one cistern and one basin. Each toilet will have concealed stop cock. Bib cocks and shower. The comot and the basin will have white colour.

KITCHEN FITTINGS/

FIXTURES:

The Kitchen will have marble/Anti Skid tiles flooring. The Kitchen shall have R.C.C. cooking platform with black stone, 3" dado ceramic tiles on cooking slab.

<u>ROOF</u> :	Proper roof treatment with water proofing.
<u>STAIRS</u> :	All landings and steps of the stair-case will be Kota Marble / Tiles.
<u>ELECTRICALS</u> :	Meter-individual meter to be fitted by individual costing. All electrical lines, to be concealed having quality copper wires of proper gauge with earthing arrangements all switch boards to be of PVC with in front cover of parapet sheet, with switch/plus/sockets etc. are to be provided on all electrical points.
<u>ELECTRICAL POINTS</u> :	
Bed rooms :	Two light points, one fan point, one multi-plug point (5 Amps) computer points in all bed rooms, only one washing point.
Toilets :	One light point, one exhaust fan point, 15 Amps, one Geyser point.
Living/Dining Room:	Two light points, two fan points, one plug point (15 Amps), one T.V. Point and one Refrigerator point.
Kitchen :	Aqua Guard point and exhaust point with a 15 Amps point.
Stair :	One point in each landing.
Roof :	Two light points.



Additional District Sub-Registrar
Kolkata, West Bengal, North 24 Parganas

12 MAR 2019

Ground floor : Adequate light points.

WATER SUPPLY: One underground water reservoir for storing the water is to be provided with adequate horse power capacity of pump of reputed make.

The Party has to pay extra money for any extra work other than what are stated in hereto.

THIRD SCHEDULE ABOVE REFERRED TO :

(Cost of maintenance of common service as facilities)

Part-1. (Block common portion)

- (a) Lobbies and stair case.
- (b) Stair Head Room, Lift, Machine Room, Lift well.
- (c) The ultimate roof of the building areas as marked in the plan annexed hereto.
- (d) Overhead water reservoirs.
- (e) Water pipe (save those inside any apartment).
- (f) Wiring and accessories for lighting of common areas in the block.
- (g) Lift and lift machinery.

Part-2.

- (1) The Community Hall and Gymnasium.
- (2) Open pathways.
- (3) Boundary walls.
- (4) All gates to the premises.
- (5) Drains sewers, septic tank/s and their connection with the KMC.
- (6) Electric transformer/s.
- (7) Electric cables.
- (8) Underground water reservoir.



Additional District Sub-Registrar
Dhaka, New Town, North 24 Parganas

12 MAR 2019

- (9) Tube well/s if any.
- (10) All external lighting.
- (11) Diesel Generating set/s.
- (12) Pumps and motors.
- (13) A.C. Community Hall.
- (14) Kids swimming pool.
- (15) Gym.
- (16) Security room.

IN WITNESSES WHEREOF, the Parties have hereunto set their respective signature on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of :

1. Sankar Mondal
Gouranga Nagar.
P.O. Gouranga Nagar
P.S- Newtown.
Kot-159.
2. श्रीराम-शर्मा



Basudeb Gupta

Signature of the Land Owner.



Additional District Sub Registrar
North 24 Parganas, North 24 Parganas

12 MAR 2019

RECEIVED Rs.5,00,000/- (Rupees five lakh) only from the within named Developer as advance as per following memo:

MEMO OF CONSIDERATION:

Cheque/Draft	Date	Bank	Amount
001883 (P)	26.2-19	BOB	Rs. 5,00,000-00

Basudeb Gupta.
Signature of the Land Owner.

DRAFTED AND PREPARED BY :

Dipankar Ch. Das
(Sri Dipankar Ch Das)
Advocate
Barasat Court
Enrollment No.F/680/587/2011.



Additional District Sub-Registrar
Medinipur, New Town, North 24 Parganas

12 MAR 2019

DISTRICT NORTH 24 PARGANAS

OFFICE OF THE A.D.S.R.O. (B.K.P.) / NATHATI / D.S.R. BARASAT / COSSPORE, DUMDUM / R.A. KOLKATA

STATUS: PRESENTANT

LEFT HAND FINGER PRINT NAME

LITTLE	RING	MIDDLE	FORE	THUMB

THUMB	FORE	MIDDLE	RING	LITTLE



RIGHT HAND FINGER PRINT

SIGNATURE [Handwritten Signature]

LEFT HAND FINGER PRINT NAME

LITTLE	RING	MIDDLE	FORE	THUMB

THUMB	FORE	MIDDLE	RING	LITTLE



FINGER PRINT

SIGNATURE [Handwritten Signature]

LEFT HAND FINGER PRINT NAME

LITTLE	RING	MIDDLE	FORE	THUMB

THUMB	FORE	MIDDLE	RING	LITTLE



RIGHT HAND FINGER PRINT

SIGNATURE [Handwritten Signature]

LEFT HAND FINGER PRINT NAME

LITTLE	RING	MIDDLE	FORE	THUMB

THUMB	FORE	MIDDLE	RING	LITTLE

Space for photo

RIGHT HAND FINGER PRINT

SIGNATURE







आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA



आयकर प्रमाण पत्र
Income Tax Return Card

GJR7205B



नाम
HARSH KUMAR HUNRA

पता
B-14 DDA HUNRA

जन्म तिथि
03/04/1967



10/2017



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

GRN: 19-201819-037410091-1 Payment Mode Online Payment
GRN Date: 12/03/2019 06:10:43 Bank : State Bank of India
BRN : CKI8066868 BRN Date: 12/03/2019 06:11:47

DEPOSITOR'S DETAILS

Id No. : 15230000410681/2/2019
[Query No./Query Year]

Name : ROHRA DEVELOPERS PVT LTD
Contact No. : Mobile No. : +91 9038813574
E-mail :
Address : P 73 BANGUR AVENUE
Applicant Name : Mr D C Das
Office Name :
Office Address :
Status of Depositor : Others
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount(₹)
1	15230000410681/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	9921
2	15230000410681/2/2019	Property Registration- Registration Fee	0030-03-104-001-16	6021

In Words : Rupees Fourteen Thousand Nine Hundred Forty Two only **Total** 14942

Major Information of the Deed

Deed No :	I-1523-03012/2019	Date of Registration	12/03/2019
Query No / Year	1523-0000410681/2019	Office where deed is registered	
Query Date	11/03/2019 10:46:57 AM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	D C Das Barasat Court, Thana : Barasat, District : North 24-Parganas, WEST BENGAL. PIN - 700124, Mobile No. : 9038813574, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 5/-	Rs. 70,76,250/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs 5,021/- (Article:E, F, B)		
Remarks			

Land Details :

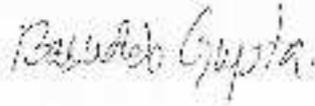
District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Ghuni Pin Code : 700158

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1	LR-2713	LR-7834	Bastu	Shali	1.11 Dec	1/-	14,15,250/-	Property is on Road Adjacent to Metal Road,
L2	LR-2713	LR-7835	Bastu	Shali	1.11 Dec	1/-	14,15,250/-	Property is on Road Adjacent to Metal Road,
L3	LR-2713	LR-7836	Bastu	Shali	1.11 Dec	1/-	14,15,250/-	Property is on Road Adjacent to Metal Road,
L4	LR-2713	LR-7837	Bastu	Shali	1.11 Dec	1/-	14,15,250/-	Property is on Road Adjacent to Metal Road,
L5	LR-2713	LR-7838	Bastu	Shali	1.11 Dec	1/-	14,15,250/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			5.55Dec	5 /-	70,76,250 /-	
		Grand Total :			5.55Dec	5 /-	70,76,250 /-	

Major Information of the Deed :- I-1523-03012/2019-12/03/2019



Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Basudeb Gupta (Presentant) Son of Panchanan Gupta Executed by: Self, Date of Execution: 12/03/2019 , Admitted by: Self, Date of Admission: 12/03/2019 ,Place : Office	 12/03/2019	 LTI 12/03/2019	 12/03/2019
Gouranganagar, Jatragachi Nandan Nagar, R R Side, P.O:- Aswini Nagar, P.S:- Baguiati, District:- North 24-Parganas, West Bengal, India, PIN - 700159 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ATAPG5558L, Status :Individual, Executed by: Self, Date of Execution: 12/03/2019 , Admitted by: Self, Date of Admission: 12/03/2019 ,Place : Office				

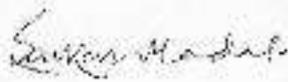
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Rohra Developers Private Limited 73 Bangur Avenue Block - C, P.O:- Bangur Avenue, P.S:- Lake Town, District-North 24-Parganas, West Bengal, India, PIN - 700055 , PAN No.:: AAECR3883M, Status :Organization, Status : Not Executed

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Harish Kumar Rohra Son of Late Tirath Das Rohra . 73, Bangur Avenue, Block C, P.O:- Bangur Avenue. P.S:- Lake Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700055, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGJPR7205B Status : Representative, Representative of : Rohra Developers Private Limited (as Partner)
2	Yogesh Rohra Son of Late Tirath Das Rohra . 73, Bangur Avenue, Block C, P.O:- Bangur Avenue. P.S:- Lake Town, Kolkata, District -North 24-Parganas, West Bengal, India, PIN - 700055. Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADKPR3778D Status : Representative, Representative of : Rohra Developers Private Limited (as Partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Sankar Mondal Son of Late N N Mondal Gouranganagar, P.O:- Gouranganagar, P.S:- New Town, District-North 24-Parganas, West Bengal, India, PIN - 700157	 12/03/2019	 12/03/2019	 12/03/2019

Major Information of the Deed :- I-1523-03012/2019-12/03/2019



Beneficiary Of Mr Basudeb Gupta

Transfer of property for L1		
Sl.No	From	To, with area (Name-Area)
1	Mr Basudeb Gupta	Rohra Developers Private Limited-1.11 Dec
Transfer of property for L2		
Sl.No	From	To, with area (Name-Area)
1	Mr Basudeb Gupta	Rohra Developers Private Limited-1.11 Dec
Transfer of property for L3		
Sl.No	From	To, with area (Name-Area)
1	Mr Basudeb Gupta	Rohra Developers Private Limited-1.11 Dec
Transfer of property for L4		
Sl.No	From	To, with area (Name-Area)
1	Mr Basudeb Gupta	Rohra Developers Private Limited-1.11 Dec
Transfer of property for L5		
Sl.No	From	To, with area (Name-Area)
1	Mr Basudeb Gupta	Rohra Developers Private Limited-1.11 Dec

Land Details as per Land Record

District: North 24 Parganas, P.S - Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Ghuni Pin Code : 700159

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2713, LR Khatian No:- 7834	Owner: বনিতা মুখার্জী, Gurdian: কালীনাথ মুখোপাধ্যায়, Address: নিজ , Classification: শপি, Area: 0.05000000 Acre,	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 2713, LR Khatian No:- 7835	Owner: সন্দিপ মুখার্জী, Gurdian: কালীনাথ মুখোপাধ্যায়, Address: নিজ , Classification: শপি, Area: 0.06000000 Acre,	Seller is not the recorded Owner as per Applicant.
L3	LR Plot No:- 2713, LR Khatian No:- 7836	Owner: নিহির মুখার্জী, Gurdian: কালীনাথ মুখোপাধ্যায়, Address: নিজ , Classification: শপি, Area: 0.05000000 Acre,	Seller is not the recorded Owner as per Applicant.
L4	LR Plot No:- 2713, LR Khatian No:- 7837	Owner: বেলা কানাই, Gurdian: কালীনাথ মুখোপাধ্যায়, Address: নিজ , Classification: শপি, Area: 0.05000000 Acre,	Seller is not the recorded Owner as per Applicant.
L5	LR Plot No:- 2713, LR Khatian No:- 7838	Owner: যাদবী চক্রবর্তী, Gurdian: কালীনাথ মুখোপাধ্যায়, Address: নিজ , Classification: শপি, Area: 0.05000000 Acre,	Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 152303012 / 2019

Major Information of the Deed :- I-1523-03012/2019-12/03/2019



On 12-03-2019

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number 48 (g) of Indian Stamp Act 1999.

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

Presented for registration at 12:01 hrs on 12-03-2019, at the Office of the A.D.S.R. RAJARHAT by Mr Basudeb Gupta Executant.

Certificate of Market Value(WB PUVA rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 70,76,250/-

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

Execution is admitted on 12/03/2019 by Mr Basudeb Gupta, Son of Panchanan Gupta, Gouranganagar, Jatragachi Nandan Nagar, R R Side, P.O: Aswini Nagar, Thana: Baguiati, North 24-Parganas, WEST BENGAL, India, PIN - 700159, by caste Hindu, by Profession Others

Identified by Mr Sankar Mondal, , Son of Late N N Mondal, Gouranganagar, P.O: Gouranganagar, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,021/- (B = Rs 5,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/03/2019 6:11AM with Govt. Ref. No: 192018190374100911 on 12-03-2019, Amount: Rs: 5,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKI8068888 on 12-03-2019, Head of Account 0030-03-104-001-16

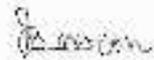
Payment of Stamp Duty

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1288, Amount: Rs.100/-, Date of Purchase: 07/02/2019, Vendor name: MITA DUTTA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/03/2019 6:11AM with Govt. Ref. No: 192018190374100911 on 12-03-2019, Amount: Rs: 9,921/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKI8068888 on 12-03-2019, Head of Account 0030-02-103-003-02



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

Major Information of the Deed :- I-1523-03012/2019-12/03/2019



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2019, Page from 117880 to 117914

being No 152303012 for the year 2019.



Digitally signed by SANJOY BASAK
Date: 2019.03.14 14:53:41 +05:30
Reason: Digital Signing of Deed.

Sanjoy Basak

(Sanjoy Basak) 14-03-2019 2:53:30 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)

