

10231

9-09200/17

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Y 714053

22/09/17
9-1/324747

Certified that the document is admitted
at registration. The signature sheet/sheets
in the endorsement sheet/sheets attached
with this document are the part of this
document.

Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

22 SEP 2017

DEVELOPMENT
AGREEMENT

1. Date : 22nd September 2017
2. Place : Kolkata
3. Parties :
 - 3.1 BIKRAM GAYEN [PAN
NO. AXLPG7928B], son

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

5/16/2017 / 1:15:11 PM

GRN: 19-201718-008224311-1

GRN Date: 21/09/2017 14:53:00

BRN: 73730739

Payment Mode Online Payment

Bank: Bank of Baroda

BRN Date: 21/09/2017 15:01:00

DEPOSITOR'S DETAILS

Name: PINAKI CHATTOPADHYAY

Contact No.:

E-mail:

Address:

SANGITA APT GRND FLOOR TENDUJHORIA KOL-157

Applicant Name: Mr P CHATTOPADHYAY

Office Name:

Office Address:

Status of Depositor:

Advocate

Purpose of payment / Remarks:

Id No.: 15231000324747/4/2017
(Query No./Query Year)
Sale, Development Agreement or Construction agreement
Payment No 3

PAYMENT DETAILS

Sl. No.	Identification No.	Description	Amount[₹]
1	15231000324747/4/2017	Property Registration- Stamp duty	7021
2	15231000324747/4/2017	Property Registration- Registration Fee	2021

In Words: Rupees Nine Thousand Forty Two only

Total

9042

Pinaki Chattopadhyay
Advocate
Tendu Jhoria
Baran

of Late Jogendra Nath Gayen, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Vill. & P.O. Hatgacha, P.S. K.L.C. (Kolkata Leather Complex), Kolkata - 700 156, District South 24 Parganas, West Bengal.

- 3.1.1 SALIM MORTUJA [PAN NO. BAYPM1117M], son of Asgar Ali, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Flat No. 1, Third Floor, 17/C/2, Picnic Garden Road (39 Bus Stand), P.O. & P.S. Tiljala, Kolkata - 700 039, District South 24 Parganas, West Bengal.

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

AND

- 3.2 TIRUPATI CONSTRUCTION [PAN NO. AAGFT7817E], a Partnership Firm, having its office address at Ashish Apartment, 3rd Floor, G/G-8, Jyangra, P.O. Jyangra, P.S. Baguiati, Kolkata - 700 059, District North 24 Parganas, West Bengal, represented by its Partners namely (1) SANDIP DAS [PAN NO. AFMPD4516R], son of Chakrapani Das, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Ashish Apartment, G/G-8, Jyangra, P.O. Jyangra, P.S. Baguiati, Kolkata - 700 059, District North 24 Parganas, West Bengal & (2) SONJOY CHOWDHURY [PAN NO. AFSPC8362A], son of Nirmal Chowdhury, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at FB-2/4, Vidyasagar Pally, P.O. Jyangra, P.S. Baguiati, Kolkata - 700 059, District North 24 Parganas, West Bengal.

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

Landowners and the Developer collectively Parties and individually Party.

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NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-**4. Subject Matter of Development :****4.1 Development Project & Appurtenances :****4.1.1 Project Property : ALL THAT piece and parcel of a demarcated plot of Bastu land measuring :**

<u>R.S./L.R.</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Nature of</u>	<u>Land Area</u>	<u>Land Area</u>
<u>Dag No.</u>	<u>No.</u>	<u>No.</u>	<u>Land</u>	<u>[In Decimal]</u>	<u>K : CH : SET.</u>
983	808	3203 & 3204	Bastu	8.25	05 - 00 - 00

In total plot of Bastu land measuring 8.25 (Eight Point Two Five) Decimals more or less equivalent to land measuring 5 (Five) Cottahs be the same a little more or less, lying and situate at Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205, P.S. New Twon, comprised in R.S./L.R. Dag No. 983, under L.R. Khatian No. 376 corresponding to L.R. Khatian Nos. 3203 & 3204, A.D.S.R.O. Rajarhat, New Town, within the local limit of Patharghata Gram Panchayet, P.O. Chakpanchuria, Kolkata - 700 156, in the District North 24 Parganas, in the State of West Bengal, morefully described in the First Schedule hereinafter written.

5. Background, Representations, Warranties and Covenants :**5.1 Representations and Warranties Regarding Title : The Landowners have made the following representation and given the following warranty to the Developer regarding title.****5.1.1 Absolute Joint Ownership of (1) Bikram Gayen & (2) Salim Mortuja under Deed No. 13284 for the year 2014 :- One (1) Bikram Gayen & (2) Salim Mortuja, present owners herein, are the absolute joint owners of land measuring :**

<u>R.S./L.R.</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Nature of</u>	<u>Total Land in Dag</u>	<u>Joint Ownership</u>
<u>Dag No.</u>	<u>No.</u>	<u>No.</u>	<u>Land</u>	<u>[In Decimal]</u>	<u>[In Decimal]</u>
983	808	376	Sal	104	8.25

In total land measuring 8.25 (Eight Point Two Five) Decimals more or less equivalent to land measuring 5 (Five) Cottahs more or less, comprised in R.S./L.R. Dag No.

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983, under R.S. Khatian No. 808, L.R. Khatian No. 376 (in the name of Kanta Charan Naskar @ Srikanta Naskar, son of Late Sital Naskar), in Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205, P.S. formerly Rajarhat now New Twon, within the local limit of Patharghata Gram Panchayet, in the District North 24 Parganas, by purchasing the same from one (1) Manoranjan Naskar, son of Late Kanta Charan Naskar @ Srikanta Naskar, (2) Amala Mondal, wife of Sunil Mondal, (3) Sibani Mondal, wife of Kamal Mondal, (4) Debala Mondal, wife of Laxmikanta Mondal, (5) Swarnalata @ Swarna Bala Sarkar, wife of Sanyashi Sarkar, (6) Mamata Mondal, wife of Madan Mondal, (7) Malina Naskar, wife of Late Sailendra Nath Naskar, (8) Biswajit Naskar, son of Late Sailendra Nath Naskar, (9) Aparna Ghosh (Naskar), wife of Biswajit Ghosh, (10) Suparna Mondal (Naskar), wife of Jayanta Mondal, (11) Supriya Mondal (Naskar), wife of Prasanta Mondal, (12) Bidyut Mondal, (13) Pradyut Mondal, both sons of Late Pulin Mondal, (14) Pratap Mondal, son of Astapada Mondal, (15) Barnali Dhali, wife of Rajkumar Dhali, by the strength of a Registered Deed of Conveyance, registered on 28.11.2014, registered in the office of the A.D.S.R. Rajarhat and recorded in Book No. 1, CD Volume No. 22, Pages 800 to 824, being Deed No. 13284 for the year 2014.

- 5.1.2 **L.R. Records :** After purchasing the aforesaid plot of land, the said (1) Bikram Gayen & (2) Salim Mortuja, Landowners herein, duly recorded their names in the record of the L.R. Settlement, in following manners :

<u>Name</u>	<u>L.R. Khatian No.</u>
Bikram Gayen	3204
Salim Mortuja	3203

- 5.1.3 **Conversion of Land :** The said (1) Bikram Gayen & (2) Salim Mortuja, Landowners herein, applied before the concerned B.L. & L.R.O. Rajarhat, District North 24 Parganas, for conversion of nature of the said land possessed by them, comprised in R.S./L.R. Dag No. 983 under L.R. Khatian Nos. 3204 & 3203, in Mouza - Chakpanchuria, from 'Sali' to 'Bastu' and the Ld. B.L. & L.R.O. Rajarhat, District North 24 Parganas, converted the said land comprised in R.S./L.R. Dag No. 983, from 'Sali' to 'Bastu' vide Memo Nos. 281/BL&LRO/RHT/17 dated 03.03.2017 & 282/BL&LRO/RHT/17 dated 03.03.2017 under Conversion Case No. 45/BL&LRO/RAJ/2016 dated 19.01.2016 & 46/BL&LRO/RAJ/2016 dated 19.01.2016.

6. **Desire of Development of the Land & Acceptance :** The said (1) Bikram Gayen & (2) Salim Mortuja, Landowners herein express their desire to develop the aforesaid

plot of Bastu land measuring 8.25 (Eight Point Two Five) Decimals more or less equivalent to land measuring 5 (Five) Cottahs more or less and which is morefully described in the First Schedule hereunder written, by constructing a multi storied building thereon, and the present Developer have accepted the said proposal and the present Landowners have decided to enter into the present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.

7. **Registered Power of Attorney :** For the smooth running of the said project, the Landowners herein agree to execute a registered Power of Attorney, by which the Landowners herein have appointed and nominated the said (1) Sandip Das & (2) Sonjoy Chowdhury, Partners of Tirupati Construction, Developer herein, as their Constituted Attorneys, to act on behalf of the Landowners.

8. **DEFINITION :**

- 8.1 **Building :** Shall mean multi storied building so to be constructed on the schedule property.
- 8.2 **Common Facilities & Amenities :** Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas (if any) and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 8.3 **Saleable Space :** Shall mean the space within the building, which is to be available as an unit / flat for independent use and occupation in respect of Landowners' Allocation & Developer's Allocation as mentioned in this Agreement.
- 8.4 **Landowners' Allocation :** Shall mean the consideration against the project by the Landowners, morefully described in Second Schedule hereunder written.
- 8.5 **Developer's Allocation :** Shall mean all the remaining area of the proposed multi storied building excluding Landowners' Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 8.6 **Architect / Engineer :** Shall mean such person or persons being appointed by the Developer.

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8.7 Transfer : With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowners as a transfer of space in the said building to intending purchasers thereof.

8.8 Building Plan : Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the competent authority in the name of the Landowners for construction of the building including its modification and amenities and alterations.

8.9 Built Up Area/Lockable Area : Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.

8.10 Total Covered Area : Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.

8.11 Super Built Up Area (For any Individual Unit) : Here super built up area means the total covered area plus service area.

9. LANDOWNERS' RIGHT & REPRESENTATION :

9.1 Indemnification regarding Possession & Delivery : The Landowners are now seized and possessed of and / on otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.

9.2 Free From Encumbrance : The Landowners also indemnify that the schedule property is free from all encumbrances and the Landowners have marketable title in respect of the said premises.

10. DEVELOPER / PROMOTER'S RIGHTS :

10.1 Authority of Developer : The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.

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- 10.2 **Right of Construction :** The Landowners hereby grant permission an exclusive rights to the Developer to build new building upon the schedule property.
- 10.3 **Construction Cost :** The Developer shall carry total construction work of the present multi building at their own costs and expenses. No liability on account of construction cost will be charged from Landowners' Allocation and/or the proposed multi storied building.
- 10.4 **Sale Proceeds of Developer's Allocation :** The Developer will take the sale proceeds of Developer's Allocation exclusively.
- 10.5 **Booking & Agreement for Sale :** Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possession/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowners as a Registered Power of Attorney Holders. All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Landowners.
- 10.6 **Selling Rate :** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowners.
- 10.7 **Profit & Loss :** The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowners' Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 10.8 **Possession to the Landowners :** On completion of the project, the Developer will handover undisputed possession of the Landowners' Allocation Together With all rights of the common facilities and amenities to the Landowners with Possession Letter and will take release from the Landowners by executing a Deed of Release.
- 10.9 **Possession to the intending purchaser :** On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representatives and Power of Attorney holders of the Landowners.
- 10.10 **Deed of Conveyance :** The Deed of Conveyance will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holders of the Landowners in respect of Developer's Allocation.

11. **CONSIDERATION :**

- 11.1 **Permission against Consideration :** The Landowners grant permission for exclusive right to construct the proposed building in consideration of Landowners' Allocation to the Developer.

12. **DEALING OF SPACE IN THE BUILDING :**

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

13. **POWER AND PROCEDURE :**

- 13.1 We, the Landowners/Executants/Principals herein, are executing this present Registered Power of Attorney upto the period of completion of the project in writing in favour of the Developer / Promoter including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for Developer's Allocation, and for this purpose, we are hereby appointing, nominating and constituting the Developer herein, as our constituted attorneys, to do, act and represent ourselves in our names and on our behalf, as follows : "

- (a) To appear and represent before the authorities of Panchayet Authority, CESC Ltd./ W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new building/s and do all the needful as per the terms and conditions mentioned in this present Development Agreement, for allotment/registration and sale of flats, shops, garage spaces of Developer's Allocation.

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

Contd.....10

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

14. NEW BUILDING :

- 14.1 **Completion of Project :** The Developer shall at their own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.

14.2 **Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.

14.3 **Architect Fees etc. :** All costs, charges and expenses including Architect's fees, Engineer's fees, plan / revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowners shall bear no responsibility in this context.

14.4 **Panchayet Taxes & Other Taxes of the Property :** The Landowners shall pay and clear up all the arrears on account of Panchayet taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will bear the same from the date of execution of these presents till the date of completion of the construction and allocation.

From the date of completion and allocation of the floor area between the Landowners and the Developer the Panchayet taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowners, by the Developer and / or their nominees and the Landowners and / or their nominee / nominees respectively.

14.5 **Upkeep Repair & Maintenance :** Upkeep repair and maintenance of the said building and other erection and / or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

15. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNERS :

15.1 **Delivery of Possession :** As soon as the building will be completed, the Developer shall give written notice to the Landowners requiring the Landowners to take possession of the Landowners' Allocation in the building and certificate of the Architect/L.B.S of the Panchayet being provided to that effect.

15.2 **Payment of Panchayet Taxes :** Within 30 days from the receive possession of Landowners' Allocation and at all times there after the Landowners shall be exclusively responsible for payment of all Panchayet and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowners' Allocation only.

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- 15.3 **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Landowners shall also be responsible to pay and bear and shall pay to the Developer / Flat Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowners' Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

16. **COMMON RESTRICTION :**

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

and be responsible for any deviation, violation and / or breach of any of the said laws, byelaws and regulation.

- 16.1.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from and against the consequence of any breach.
- 16.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- 16.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- 16.1.8 The Landowners shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon their Landowners' Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and / or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

17. LANDOWNERS' OBLIGATION :

17.1 No Interference :

The Landowners hereby agree and covenant with the Developer :

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

not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and / or disposing of any of the Developer's allocated portion in the building.

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

18. **DEVELOPER'S OBLIGATIONS :**

- 18.1 **Time Schedule of Handing Over Landowners' Allocation :** The Developer hereby agrees and covenants with the Landowners to handover Landowners' Allocation (morefully described in the Second Schedule hereunder written) within 30 (Thirty) months from the date of sanctioning the building plan from the concerned authority. The Developer also empower by the Landowners a grace period of 6 (Six) months more to deliver the Landowners' Allocation.
- 18.2 **Penalty :** If the Landowners' Allocation will not be delivered within the stated period, the Developer shall be liable to pay Rs. 2,000/- (Rupees Two Thousand) only per cottah of the land in concerned, per month to the Landowners as demurrage.
- 18.3 **No Violation :** The Developer hereby agrees and covenants with the Landowners not to violate or contravenes any of the provisions of rules applicable to construction of the said building.
- not to do any act, deed or thing, whereby the Landowners are prevented from enjoying, selling, assigning and / or disposing of any Landowners' Allocation in the building at the said premises vice versa.

19. **LANDOWNERS' INDEMNITY -**

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

20. **DEVELOPER'S INDEMNITY :**

The Developer hereby undertakes to keep the Landowners

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

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

21. **MISCELLANEOUS :**

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

Contd.....16

21.5 **Formation of Association :** After the completion of the said building and receiving peaceful possession of the allocation, the Landowners hereby agree to abide by all the rules and regulations to be framed by any society / association / holding organisation and / or any other organisation, who will be in charge or such management of the affairs of the building and / or common parts thereof and hereby given their consent to abide by such rules and regulations.

21.6 **Names of the Building :** The name of the building shall be given by the developer in due course.

21.7 **Right to borrow fund :** The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowners or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Landowners nor any of their estate shall be responsible and / or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowners indemnify against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

21.8 **Documentation :** The Landowners delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the Landowners will bound to produce documents in original before any competent authority for inspection.

22. **FORCE MAJEURE :**

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

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

23. **DISPUTES :**

Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this

Agreement (collectively Disputes) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:

Constitution of Arbitral Tribunal : The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowners.

Place : The place of arbitration shall be Kolkata only.

Binding Effect : The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

24. JURISDICTION :

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

THE FIRST SCHEDULE ABOVE REFERRED TO [Description of Landed Property]

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

<u>R.S./L.R.</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Nature of</u>	<u>Land Area</u>	<u>Land Area</u>
<u>Dag No.</u>	<u>No.</u>	<u>No.</u>	<u>Land</u>	<u>[In Decimal]</u>	<u>K : CH : SFT</u>
983	808	3203 & 3204	Bastu	8.25	05 - 00 - 00

In total plot of Bastu land measuring 8.25 (Eight Point Two Five) Decimals more or less equivalent to land measuring 5 (Five) Cottahs be the same a little more or less, lying and situate at Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205, P.S. New Twon, comprised in R.S./L.R. Dag No. 983, under L.R. Khatian No. 376

corresponding to L.R. Khatian Nos. 3203 & 3204, A.D.S.R.O. Rajarhat, New Town, within the local limit of Patharghata Gram Panchayet, P.O. Chakpanchuria, Kolkata - 700 156, in the District North 24 Parganas, in the State of West Bengal. The plot of land is butted and bounded as follows :-

ON THE NORTH : 21 ft. Wide Metal Road.
 ON THE SOUTH : R.S. Dag No. 984.
 ON THE EAST : Common Passage.
 ON THE WEST : Part of R.S. Dag No. 983.

THE SECOND SCHEDULE ABOVE REFERRED TO

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

The Landowners' Allocation will be allotted as follows :-

- I. The Landowners will jointly get 47% (Forty Seven Percent) of the constructed area in from of self contained flats & garages in habitable condition in the proposed building.

Later on, after preparation of the Floor Plan, the flats/garages will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowners along with a Supplementary Development Agreement denoting the flats/garages within the purview of the Landowners' Allocation and the said Supplementary Development Agreement/s will be treated as part and parcel of this present Development Agreement.

2. The Landowners will also get a sum of Rs. 2,00,000/- (Rupees Two Lakh) only as refundable security deposit to be payable at the time of signing, executing and registering of this present Agreement.

The aforesaid refundable security deposit will be refunded by the Landowners on or before receiving possession of their Landowners' Allocation.

Contd.....I

3. It is also settled that except the Landowners' Allocation as described above, the Landowners will not get any area for the construction of the multi storied building, so to be constructed by the present Developer on the land in question.
4. The flats will be in habitable condition with proportionate share of the land, common roof facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.
5. The Landowners will also give permission to amalgamate their plot with other neighbour plots. The area constructed in the amalgamated plot will be divided in between the Landowners in proportionate land ratio.

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

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

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Specifications]

1. **STRUCTURE :** Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. **EXTERNAL WALL :** 8" thick brick wall and plastered with cement mortar.
3. **INTERNAL WALL :** 3" thick brick wall and plastered with cement mortar.
4. **FLOORING :** Flooring is of flat will be of Marble/Floor Tiles.
5. **BATH ROOM :** Bath room fitted upto 6'-6" height with glazed tiles of standard brand.
6. **KITCHEN :** Cooking platform and sink will be of Black stone 3'-0" height standard tiles above the platform to protect the oil spot.

Contd.....20

7. TOILET : Toilet/s of European type commode with standard P.V.C. Cistern. All fittings are in standard type. One wash hand basin is in dining space.
8. DOORS : Sal Wood Frame. All doors including Main Door & Other door palls of the flat of flush door.
9. WINDOWS : Aluminium Sliding.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary submersible pump/deep tube well will be installed.
11. PLUMBING : Toilet concealed wiring with PVC Pipe with two bibcock, one shower each in toilet, all fittings are standard quality.
12. VARANDAH : Varandah will be covered upto 2'-6" height.
13. LIFT : If possible, four persons lift will be provided.

ELECTRICAL WORKS :

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

PAINTING :

- a) Inside wall of the flat will be finished with plaster of paris and external wall with super snowcem or equivalent.
- b) All door and windows frame painted with two coats white primer.

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

Contd.....21

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata
in the presence of :

1. Astuddi Sheler
Vill & P.O. Saligram,
P.S. Nalabashi para,
PIN - 741154 Nadim.

Bikram Gayen
Bikram Gayen

2. Subhankar Samui
Vill - Belsantabati, P.O. Chudanga
P.S. - Arambagh, Dist - Hooghly
Pin - 712617

Salim Mortuja
Landowners

Drafted By:
Pinki Chattopadhyay
Adv.
For Pinki Chattopadhyay & Associates,
Advocates,

Sangita Apartment, Ground Floor,
Teghoria Main Road,
Kolkata - 700 157.
Ph. : 2570 8471.

Composed By:
Gopa Dasgupta
Gopa Dasgupta,
Teghoria Main Road,
Kolkata - 700 157.

Sandip Das
Sandip Das

Sonjoy Chowdhury
Sonjoy Chowdhury
Partners of
Tirupati Construction
Developer

SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SELLER /
BUYER / CLAIMANT
WITH PHOTO

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

 Prithwan Singh	L.H.					
	R.H.					

ATTESTED :- Prithwan Singh

 Sahin Mortuja	L.H.					
	R.H.					

ATTESTED :- Sahin Mortuja

 Sandip	L.H.					
	R.H.					

ATTESTED :- Sandip

 Sanjay Chaudhary	L.H.					
	R.H.					

ATTESTED :- Sanjay Chaudhary

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
AFMPD4516R



नाम /NAME
SANDIP DAS

पिता का नाम /FATHER'S NAME
CHAKRABANI DAS

जन्म तिथि /DATE OF BIRTH
11-09-1977

हस्ताक्षर /SIGNATURE

Sandip Das

Shahin

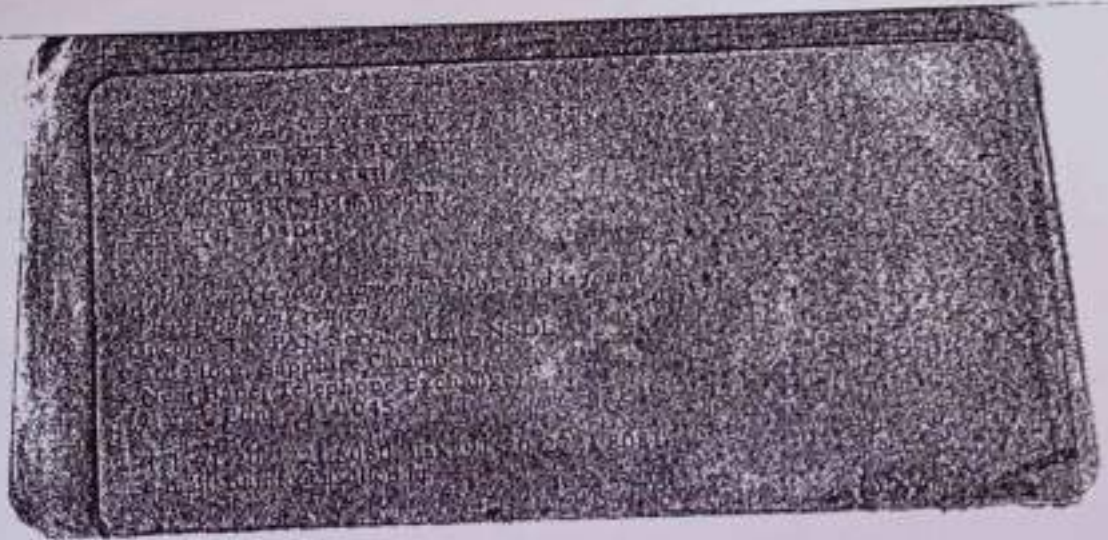
आयकर अधिकारी (प्राथमिक), कोलकाता
COMMISSIONER OF INCOME TAX (O.I.) KOLKATA

Sandip Das



Sorry chandray





Birkam Gayen

Major Information of the Deed

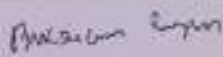
Deed No :	I-1523-09700/2017	Date of Registration	22/09/2017
Query No / Year	1523-1000324747/2017	Office where deed is registered	
Query Date	20/09/2017 12:11:38 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	P CHATTOPADHYAY TEGHORIA, Thana : Bagulati, District : North 24-Parganas, WEST BENGAL, PIN - 700059, Mobile No. : 9830061809, Status : Advocate		
Transaction	[0110] Sale, Development Agreement or Construction		
Set Forth value	Rs. 1/-		
Stamp duty Paid(SD)	Rs. 7,121/- (Article:48(g))		
Remarks			
	Additional Transaction		
	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt (Rs : 2,00,000/-)		
	Market Value		
	Rs. 41,24,996/-		
	Registration Fee Paid		
	Rs. 2,021/- (Article:E, E, B)		

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Chakpanchuria

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-983	LR-376	Bastu	Shali	8.25 Dec	1/-	41,24,996/-	Width of Approach Road: 21 Ft., Adjacent to Metal Road.
Grand Total :					8.25Dec	1/-	41,24,996 /-	

Land Lord Details :

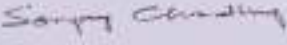
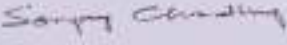
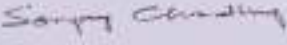
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Mr BIKRAM GAYEN Son of Late JOGENDA NATH GAYEN Executed by: Self, Date of Execution: 22/09/2017 Admitted by: Self, Date of Admission: 22/09/2017 ,Place : Office			
		22/09/2017	LTI 22/09/2017	22/09/2017
HATGACHA, P.O:- HATGACHA, P.S:- Kolkata Leather Camp, District:-South 24-Parganas, West Bengal, India, PIN - 700156 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AXLPG79288, Status :Individual, Executed by: Self, Date of Execution: 22/09/2017 , Admitted by: Self, Date of Admission: 22/09/2017 ,Place : Office				

Name	Photo	Fingerprint	Signature
SELIM MURTUJA Son of Mr ASGAR ALI Executed by: Self, Date of Execution: 22/09/2017 Admitted by: Self, Date of Admission: 22/09/2017, Place of Admission: Office	 22/09/2017	 LTI 22/09/2017	 22/09/2017
17/C/2 PICNIC GARDEN D, P.O:- TILJALA, P.S:- Tiljala, District:-South 24-Parganas, West Bengal, India, PIN - 700039 Sex: Male, -By Caste:-Muslim, Occupation: Business, Citizen of: India, PAN No.:: BAYPM1117M, Status :Individual,-Executed by: Self, Date of Execution: 22/09/2017 , Admitted by: Self, Date of Admission: 22/09/2017 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	TIRUPATI CONTSTRUCTION G/G 8 JYANGRA, P.O:- JYANGRA, P.S:- Bagulati, District:-North 24-Parganas, West Bengal, India, PIN - 700059 , PAN No.:: AAGFT7817E, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr SANDIP DAS (Presentant) Son of Date of Execution - 22/09/2017, , Admitted by: Self, Date of Admission: 22/09/2017, Place of Admission of Execution: Office </td> <td>  Sep 22 2017 2:57PM </td> <td>  LTI 22/09/2017 </td> <td>  22/09/2017 </td> </tr> </tbody> </table> G/G 8 JYANGRA, P.O:- JYANGRA, P.S:- Bagulati, District:-North 24-Parganas, West Bengal, India, PIN - 700059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : TIRUPATI CONTSTRUCTION (as PARTNER)	Name	Photo	Finger Print	Signature	Mr SANDIP DAS (Presentant) Son of Date of Execution - 22/09/2017, , Admitted by: Self, Date of Admission: 22/09/2017, Place of Admission of Execution: Office	 Sep 22 2017 2:57PM	 LTI 22/09/2017	 22/09/2017
Name	Photo	Finger Print	Signature						
Mr SANDIP DAS (Presentant) Son of Date of Execution - 22/09/2017, , Admitted by: Self, Date of Admission: 22/09/2017, Place of Admission of Execution: Office	 Sep 22 2017 2:57PM	 LTI 22/09/2017	 22/09/2017						
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr SANJOY CHOWDHURY Son of Date of Execution - 22/09/2017, , Admitted by: Self, Date of Admission: 22/09/2017, Place of Admission of Execution: Office </td> <td>  Sep 22 2017 2:46PM </td> <td>  LTI 22/09/2017 </td> <td>  22/09/2017 </td> </tr> </tbody> </table> FB-2/4, VIDYASAGAR PALLY, P.O:- JYANGRA, P.S:- Bagulati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : TIRUPATI CONTSTRUCTION (as PARTNER)	Name	Photo	Finger Print	Signature	Mr SANJOY CHOWDHURY Son of Date of Execution - 22/09/2017, , Admitted by: Self, Date of Admission: 22/09/2017, Place of Admission of Execution: Office	 Sep 22 2017 2:46PM	 LTI 22/09/2017	 22/09/2017
Name	Photo	Finger Print	Signature						
Mr SANJOY CHOWDHURY Son of Date of Execution - 22/09/2017, , Admitted by: Self, Date of Admission: 22/09/2017, Place of Admission of Execution: Office	 Sep 22 2017 2:46PM	 LTI 22/09/2017	 22/09/2017						

Details :

Name & address

SHNA DAS
Late H DAS
ARJUNPUR, P.O:- ARJUNPUR, P.S:- Bagulati, District:-North 24-Parganas, West Bengal, India, PIN - 700059,
Male, By Caste: Hindu, Occupation: Advocate, Citizen of India, Identifier Of Mr BIKRAM GAYEN, SELIM
MURTUJA, Mr SANDIP DAS, Mr SANJOY CHOWDHURY

22/09/2017

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Mr BIKRAM GAYEN	TIRUPATI CONTSTRUCTION-4.125 Dec
2	SELIM MURTUJA	TIRUPATI CONTSTRUCTION-4.125 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Chakpanchuria

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 983(Corresponding RS Plot No:- 983), LR Khatian No:- 376	Owner: কল্লিঙ্গল সন্দর, Gurdian: গীতল সন্দর, Address: সিল, Classification: শালি, Area: 0.01000000 Acre.

Endorsement For Deed Number : I - 152309700 / 2017

On 26-09-2017

Certificate of Market Value(WB PUVI rules of 2005)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 41,24,996/-

[Signature]

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

On 22-09-2017

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

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

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

Presented for registration at 13:14 hrs on 22-09-2017, at the Office of the A.D.S.R. RAJARHAT by Mr SANDIP DAS

16/10/2017 Query No:-15231000324747 / 2017 Deed No:- I - 152309700 / 2017, Document is digitally signed.

Page 31 of 33

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

Execution is admitted on 22/09/2017 by 1. Mr BIKRAM GAYEN, Son of Late JOGENDA NATH GAYEN, HATGACHA P.O: HATGACHA, Thana: Kolkata Leather Camp, , South 24-Parganas, WEST BENGAL, India, PIN - 700156, by caste Hindu, by Profession Business, 2. SELIM MURTUJA, Son of Mr ASGAR ALI, 17/C/2 PICNIC GARDEN D, P.O TILJALA, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Muslim, by Profession Business

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

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

Execution is admitted on 22-09-2017 by Mr SANDIP DAS, PARTNER, TIRUPATI CONTSTRUCTION, G/G 8 JYANGRA, P.O:- JYANGRA, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059

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

Execution is admitted on 22-09-2017 by Mr SANJOY CHOWDHURY, PARTNER, TIRUPATI CONTSTRUCTION, G/G 8 JYANGRA, P.O:- JYANGRA, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700059

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,021/- (B = Rs 2,000/- , E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/09/2017 3:01PM with Govt. Ref. No: 192017180082243111 on 21-09-2017, Amount Rs: 2,021/-, Bank: Bank of Boroda (BARB0INDIAE), Ref. No. 73730739 on 21-09-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 7,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 5161, Amount: Rs.100/-, Date of Purchase: 07/09/2017, Vendor name: A K Saha
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/09/2017 3:01PM with Govt. Ref. No: 192017180082243111 on 21-09-2017, Amount Rs: 7,021/-, Bank: Bank of Boroda (BARB0INDIAE), Ref. No. 73730739 on 21-09-2017, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2017, Page from 288961 to 288993
being No 152309700 for the year 2017.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2017.10.16 17:29:56 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 16-10-2017 17:29:34
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)

DATED THE DAY OF 2017

DEVELOPMENT AGREEMENT

BETWEEN

Bikram Gayen

Salim Mortuja

Landowners

Tirupati Construction

Developer

Drafted By

Pinaki Chattopadhyay & Associates

Advocates

Sangita Apartment, Ground Floor

Teghoria Main Road

Kolkata - 700 157

Ph. : 2570 8471

Composed By

Gopa Dasgupta

Teghoria Main Road

Kolkata - 700 157