

DEVELOPMENT

AGREEMENT

OWNER : SRI KUSAMADHAB DAS

DEVELOPER : CHAKRABORTY NIRMAN PVT. LTD

Drafted by -

MR. TAPAS HALDAR

Advocate

Seaidah Court, Kolkata - 700 014

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

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

11 JUL 2017

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 11th day of July
Two Thousand and Seventeen (2017)

BETWEEN

SRI KUSAMADHAB DAS (PAN – ADFPD8068D), son of Late Madan Mohan Das, by faith – Hindu, by Nationality – Indian, by Occupation – Retired, residing at Flat No. C/2, 2nd Floor, Kanchanjanga Apartment, Tegharla Main Road, P.O. Hatlira, P.S. Baguiati, Kolkata – 700 157, District North 24-Parganas, at present residing at Green Wood Park, HIG-III, Flat No. 3DB-2, 3rd Floor, P.O. New Town, P.S. New Town, Action Area – I, Kolkata – 700 156, District North 24-Parganas, hereinafter referred to and called as the "LAND OWNER" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include all his legal heirs, executors, representatives, administrators and / or assigns) of the ONE PAT.

A N D

CHAKRABORTY NIRMAN PVT. LTD. (having Pan AA ECC1411G), a Private Limited Company registered under Companies Act. 1956, having its registered office at "Sujan Abasan" Flat No. G/B, BD-95/96/97, Samar Pally, Krishnapur, Kolkata – 700 102, being represented by its Managing Director SRI SURAJIT CHAKRABORTY (having Pan AFYPC5294B), son of Sri Nani Gopal Chakraborty, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at AF-358, Sarat Sarani, Krishnapur, Kolkata – 700 102, hereinafter referred to and called as the "DEVELOPER" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include all their successor or successors in interest, executors, administrators, representatives and / or assigns) of the OTHER PART.

WHEREAS one Sushila Sundari Ghosh was the absolute Owner of land measuring 173 Decimals more or less including land comprised in C.S. Dag No. 4445, R.S. Dag No. 4472/4622 under C.S. Khatian No. 1175, R.S. Khatian No. 1270 in Mouza – Hatlira, J.L. No. 14, Re.Sa. No. 188, Touzi No. 169, Pargana – Kalikata, P.S. Rajarhat in the District of North 24-Parganas, alongwith other land by virtue of a Registered Deed of Conveyance, registered in the office of the Sub-registrar at Cossipore Dum Dum and recorded in Book No. I, being Deed No. 1630 for the year 1951.

AND WHEREAS the said Sushila Sundari Ghosh gifted the aforesaid land to one Panchanan Ghosh, by the strength of a registered Deed of Gift registered in the office of the Sub-Registrar at Cossipore Dum Dum and recorded in Book No. I, being Deed No. 2799 for the year 1951.

AND WHEREAS the said Panchanan Ghosh executed a registered Deed of Jivan Satta in favour of the said Sushila Sundari Ghosh, wherein the said Panchanan Ghosh transferred a portion of land measuring 6 (six) Bighas more or less to the said Sushila Sundari Ghosh. The said Deed was registered in the office of the Sub-Registrar, Cossipore Dum Dum and recorded as Deed No. 3238 for the year 1951.

AND WHEREAS the said Panchanan Ghosh & Sushila Sundari Ghosh out of their jointly sold, transferred and conveyed a land measuring 87 Decimals more or less comprised in C.S. Dag No. 4445, R.S. No. 4472/4622 under C.S. Khatian No. 1175, R.S. Khatian No. 1270 in Mouza – Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No: 169, Pargana – Kalikata, P.S. Rajarhat in the District of North 24-Parganas, to one Bhubaneswar Chakraborty, by the strength of a Registered Deed of Conveyance registered in the office of the Sub-Registrar at Cossipore Dum Dum and recorded in Book No. I, Volume no. 22, Pages 81 to 83, Being Deed No. 1534 for the year 1953.

AND WHEREAS the said Bhubaneswar Chakraborty plotted the aforesaid purchased land and sold, transferred and conveyed a demarcated plot of land measuring 5 (five) Cottahs 5 (five) Chittacks 0 (zero) Sq.ft. more or less comprised in C.S. Dag No. 4445, R.S. Dag No. 4472/4622 under C.S. Khatian No. 1175, R.S. Khatian No. 1270 in Mouza – Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 169, Pargana – Kalikata, P.S. Rajarhat in the District of North 24-Parganas to one Hrishikesh Chakraborty, son of Late Natabar Chakraborty, by the strength of a Registered Deed of Conveyance, registered in the office of the Sub-Registrar Cossipore Dum Dum and recorded in Book No. I, Volume No. 68, Pages 14 to 16, Being Deed No. 4309 for the year 1968. It is to be mentioned here that in the said deed, bearing No. 4309 for the year 1968, the said Bhubaneswar Chakraborty and his brother Bireswar Chakraborty jointly signed as land Owners as because in that time their family was a joint Hindu family.

AND WHEREAS after purchasing the same, the said Hrishikesh Chakraborty measured the aforesaid purchased land and it is found that the actual and physical measurement of the said purchased land is 4 (four) Cottahs 7 (seven) Chittacks 30 (thirty) Sq.ft. more or less instead of land measuring 5 (five) Cottahs 5 (five) Chittacks 0 (zero) Sq.ft. more or less. Comprised in C.S. Dag No. 4445, R.S. Dag No. 4472/4622, under C.S. Khatian No. 1175, R.S. Khatian No. 1270 in Mouza – Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 169, Pargana – Kalikata, P.S. Rajarhat in the District North 24-Parganas to one Hrishikesh

Chakraborty, son of Late Natabar Chakraborty, by the strength of a Registered Deed of Conveyance, registered in the office of the Sub-Registrar Cossipore Dum Dum and recorded in Book No. I, Volume No. 68, Pages 14 to 16, Being Deed No. 4309 for the year 1968. It is to be mentioned here that in the said deed, bearing No. 4309 for the year 1968, the said Bhubaneswar Chakraborty and his brother Bireswar Chakraborty jointly signed as land owners as because in that time their family was a joint Hindu family.

AND WHEREAS after purchasing the same, the said Hrishikesh Chakraborty measured the aforesaid purchased land and it is found that the actual and physical measurement of the said purchased land is 4 (four) Cottahs 7 (Seven) Chittacks 30 (thirty) Sq.ft. more or less instead of land measuring 5 (five) Cotahs 5 (five) Chittacks 0 (zero) Sq.ft. more or less.

AND WHEREAS the said Hrishikesh Chakraborty sold, transferred and conveyed the aforesaid physical land measuring 4 (four) Cottahs 7 (seven) Chittacks 30 (thirty) Sq.ft. more or less comprised in C.S. Dag No. 4445, R.S. Dag No. 4472/4622 under C.S. Khatian No. 1175, R.S. Khatian No. 1270 in Mouza – Hatiara J.L. No. 14, Re.Sa. No. 188, Touzi No.169, Pargana – Kalikata, P.S. Rajarhat in the District of North 24-Parganas to one Hiralal Bari, son of late Surajbali Bari, by the strength of a registered Deed of Conveyance, registered on 12.02.1988, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 17, Pages 425 to 434, Being Deed No. 946 for the year 1988.

AND WHEREAS thus on the basis of the aforesaid deed, bearing Deed No. 946 for the year 1988, the said Hiralal Bari became the absolute Owner of the aforesaid land measuring 4 (four) Cottahs 7 (seven) Chittacks 30 (thirty) Sq.ft. more or less comprised in C.S. Dag No. 4445, R.S. Dag No. 4472/4622 under C.S. Khatian No. 1175, R.S. Khatian No. 1270 in Mouza – Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 169, Pargana – Kalikata, P.S. Rajarhat in the District of North 24-Parganas.

AND WHEREAS the said Hiralal Bari sold, transferred and conveyed the aforesaid land measuring 4 (four) Cottahs 7 (seven) Chittacks 30 (thirty) Sq.ft. more or less comprised in C.S. Dag No. 4445, R.S. Dag No. 4472/4622 under C.S. Khatian No. 1175, R.S. Khatian No. 1270 in Mouza – Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 169, Pargana – Kalikata, P.S. Rajarhat, within the local limits of Rajarhat Gopalpur Municipality in the

District of North 24-Parganas to present owner, Mishrilal Shaw, by the strength of Registered Deed of Conveyance, registered on 14.11.2008, registered in the office of the D.S.R.II, North 24-Parganas at Barasat and recorded in Book No. I, CD Volume No. 5, Pages 9420 to 9435, Being Deed No. 05362 for the year 2009.,

AND WHEREAS after purchasing the same, the said Mishrilal Shaw recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 11756 and also in the record of the concerned Rajarhat Gopalpur Municipality having Holding No. 638, BL-H/H, in Ward No. 20 in respect of the aforesaid plot of land.

AND WHEREAS thus on the basis of the aforesaid Deed, bearing Deed No. 05362 for the year 2009, the said Mishrilal Shaw present Owner herein became the absolute Owner of ALL THAT piece and parcel of demarcated plot of Sali land measuring 4 (four) Cottahs 7 (seven) Chittacks 30 (thirty) Sq.ft. be the same a little more or less lying and situate at Mouza – Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 169, Parganas – Kalikata, P.S. formerly Rajarhat presently Neww Town comprised in C.S. DSag No. 4445, R.S./L.R. Dag No. 4472/4622 under C.S. Khatian No. 1175, R.S. Khatian No. 1270, L.R. Khatian No. 11756, A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town within the local limits of Rajarhat Gopalpur Municipality having Holding No. 638, BL-H/H, in Ward No. 20, (Arunachal (Hatiara), in the District North 24-Parganas, West Bengal.

AND WHEREAS the said Mishrilal Shaw executed a registered Deed of General Power of Attorney, appointing the said Lina Das, wife of Kusamadhab Das, as his constituted Attorney with power to sell, transfer and convey the aforesaid total land or a ny part of it. The said General Power of Attorney was registered on 26.03.2014 registered in the office of the A.D.S.R. Rajarhat, New Town and recorded in Book No. IV, CD Volume No. 1, Pages 3477 to 3487, Being Deed No. 00301 for the year 2014.

AND WHEREAS thereafter by virtue of a Deed of Conveyance dated 2nd day of June, 2015, duly registered in the office of the Additional District Sub-Registrar at Rajarhat, New Town and recorded in Book No. I, Volume No. 1523-2015, Pages from 8729 to 8751, Being No. 152306173, for the year 2015, the said Mishrilal Shaw, through his constituted Attorney, decided to sell, conveyed, transferred of ALL THAT piece and parcel of a demarcated plot of Sali land measuring 4 (four) Cottahs 7 (seven) Chittacks 30 (thirty) Sq.ft. be the same a little more or less lying and situate at Mouza – Hatiara, J.L. No. 14,

Re.Sa. No. 188, Touzi No. 169, Parganas – Kalikata, P.S. formerly Rajarhat presently Neww Town comprised in C.S. DSag No. 4445, R.S./L.R. Dag No. 4472/4622 under C.S. Khatian No. 1175, R.S. Khatian No. 1270, L.R. Khatian No. 11756, A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town within the local limits of Rajarhat Gopalpur Municipality having Holding No. 638, BL-H/H, in Ward No. 20, (Arunachal (Hatiara), in the District North 24-Parganas, West Bengal, unto and in favour of Kusamadhab Das, the Owner herein against valuable consideration mentioned therein.

AND WHEREAS after purchase the said Kusamadhab Das, the Owner herein became the sole and absolute Owner of ALL THAT piece and parcel of a demarcated plot of Sali land measuring 4 (four) Cottahs 7 (seven) Chittacks 30 (thirty) Sq.ft. be the same a little more or less lying and situate at Mouza – Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 169, Parganas – Kalikata, P.S. formerly Rajarhat presently Neww Town comprised in C.S. DSag No. 4445, R.S./L.R. Dag No. 4472/4622 under C.S. Khatian No. 1175, R.S. Khatian No. 1270, L.R. Khatian No. 11756, A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town within the local limits of Rajarhat Gopalpur Municipality at present Bidhannagar Municipal Corporation having Holding No. 638, BL-H/H, in Ward No. 20, (Arunachal (Hatiara), in the District North 24-Parganas, West Bengal, particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to as the "**SAID PROPERTY**" and mutated his name in the assessment records of B.L. & L.R. Office under L.R. Khatian No. 15805 and paid relevant khajanas regularly, intended to develop the property by constructing or erecting a multi storied building thereon and having got to learn the same the Developer herein approached the Owner and after having a protracted discussion between the Parties they have agreed to entered into this Development Agreement under certain terms and conditions as follows :

NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH as follows-

1. That the present Agreement for Development shall deemed to have been commenced on and with effect from the execution of this Agreement.
2. **The Land Owner represents and declares as follows :**
 - a) That the Land Owner Sri Kusamadhab Das hereof absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the said Premises as sole Owner in respect of land an area of 4 (four) Cottahs 7 (seven) Chittacks 30 (thirty) Sq.ft. be the same a little more or less together with 200 Sq.ft. R.T.S.

thereon lying and situate at Mouza – Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 169, Parganas – Kalikata, P.S. formerly Rajarhat presently Neww Town comprised in C.S. DSag No. 4445, R.S./L.R. Dag No. 4472/4622 under C.S. Khatian No. 1175, R.S. Khatian No. 1270, L.R. Khatian No. 11756 at present 15805, A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town within the local limits of Rajarhat Gopalpur Municipality at present Bidhannagar Municipal Corporation having Holding No. 638, BL-H/H, in Ward No. 20, (Arunachal (Hatiara), in the District North 24-Parganas, West Bengal,.

- b) That the said Premises is free from all encumbrances and the Land Owner has good, valid and lawful marketable title till date in all respect relating to the said Premises.
- c) That the said Premises of the Land Owner is also free from all kinds of charges, liens, lispens, attachments, trusts, acquisitions and requisitions of any nature whatsoever.
- d) That there is no excess vacant land at the said Premises within the meaning of the Urban Land (Ceiling and Regulation) Act. 1976, Further more, the said Premises nor any part or portion thereof is the subject matter of any notice of attachment under the Public Demands Recovery Act.
- e) That there is no bar legal or otherwise for the Land Owner to obtain the necessary consents and permission from the Competent Authority that may be required under the law of the land in dealing with the said Premises in any manner whatsoever.
- f) That the Land Owner as sole lawful Owner of the said Premises has every right and authority to sign and execute the present Agreement for Development with the Developer hereof.
- g) That the Land Owner had not been granted and /or agreed, committed or contracted or even entered into any Agreement for Sale, Agreement for Development or lease of the said Premises or any part or portion thereof with any person or persons other than the Developer hereof and the Land Owner till date neither created any mortgage, charge nor attach the said Premises with other encumbrances in any manner whatsoever.
- h) That the Land Owner has not yet done any act, deed, matter or thing whereby or by reason whereof the development of the said Premises by the Developer hereto may be prevented or affected in any manner whatsoever.

3. The Land Owner and the Developer doth hereby declare and covenant as follows :

- a) That in lieu of the consideration so mentioned in the First Schedule written hereinafter, the Land Owner hereby grant exclusive right and authority to the Developer to conduct the Development work in respect of the said Premises of the Land Owner by constructing thereon the proposed multi storeyed building in accordance with the sanctioned building plan of the Rajarhat Gopalpur Municipality and such construction of the building shall necessarily be completed within the period of 24 (Twenty Four) months from the date of obtaining the sanctioned building plan, in the name of the Land Owner.
- b) That all application, building plan/s and other papers and documents that may be required by the Developer for the purpose of obtaining the sanction of the building plan/s shall be prepared by the Developer on behalf of the Land Owner at the Developer's costs and expenses. However, all such plan / application are to be signed by the Land Owner as and when so called upon by the Developer.
- c) That simultaneously with the execution of the present Agreement the Land Owner shall take necessary step to deliver the physical vacant possession of the said Premises unto and in favour of the Developer upon demolishing the existing structure at the costs and expenses of the Developer so to start the development work thereon by the Developer in accordance with the sanctioned Building Plan from the competent Authority.
- d) That on and from the date of handing over possession of the said Premises by the Land Owner to the Developer, all Municipal rates and taxes s also other outgoings in respect of the said Premises till such time the possession of the Land Owner's Allocation are being handed over, shall be borne and paid by the Developer. All outgoing on and from the date of delivery of possession of Land Owner's Allocation shall remain be the liability of the Land Owner and to be payable by the Developer.
- e) That the Developer shall be authorized in the name of the Land Owner in so far as necessary, to apply for having temporary and permanent connections of drainage, sewerage, electricity, water supply and / or other utilities that may be required for the construction of building and enjoyment of the same for decent human habitation.
- f) That the Land Owner and the Developer shall exclusively be entitled to hold, possess and enjoy their respective allocation in the building with further right of transfer and / or to deal with or dispose of the same without any claim, demand,

right or interest therein of the other part and shall further not in any way interfere or disturb the quiet and peaceful possession of the other.

- g) It is made clear that, save and except the Land Owner's Allocation so mentioned in Second Schedule, Part – I written hereinafter, all other floors and flats of the said proposed multi storeyed building will be the property of the Developer herein and if the Developer so desire, it can be dispose of by it in favour of the prospective buyer/s at such consideration or price that the Developer think fit and proper. After complete finishing of the property.
4. That the Land Owner hereof in connection with the present Agreement for Development as well as for all other related acts, deeds and things, sign and execute a registered General Power of Attorney unto and in favour of the Developer hereto empowering there under to do and perform all such acts, deeds and things that are required to be done for developing the said Premises by completing the construction work of the multi storeyed building and also to sale the flats, units and other constructed spaces of the building fallen under Developer's Allocation in favour of the prospective purchaser/s.
5. Dealings of space of the Building :
- a) The Developer shall on completion of the construction work of the building, put the Land owner first in undisputed possession of the Land Owner's Allocation **TOGETHER WITH** the common right and interest on all common areas, facilities and provisions attached to and available with the building mentioned in the Second Schedule Part – I and such common right and interest are to be enjoyed collectively along with other Owners of Flat / Unit or Space of the building.
- b) That the Land Owner will be entitled to transfer or otherwise deal with the Land Owner's Allocation of the building according to his absolute discretion.
- c) That the Developer shall be exclusively entitled to the Developer's Allocation only of the proposed multi storeyed building with every right and authority to transfer or otherwise deal with or dispose of the same without any right, claim or interest of any nature whatsoever thereof of the Land Owner and the Land Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

6. Right, Authority and Power of the Developer :

- a) The Land owner hereof with regard to development of his said Premises by constructing thereupon a multi storeyed Building as well as to deal with and / or to dispose of the Developer's Allocation only of the said newly constructed Multi Storeyed Building in terms of the present Agreement for Development, do hereby categorically nominate, authorized, empower, constitute and appoint the Developer Firm hereof and its Managing Director Sri Surajit Chakraborty, son of Sri Nani Gopal Chakraborty as Constituted Attorney of the land Owner to do, execute and perform or cause to be done, executed and perform all or any of the following acts, deeds and things relating to development of the said Premises of the Land Owner that is to say –
1. To defend possession, administer, manage, supervise, hold, maintain and develop the said Premises and each and every part thereof by constructing the Multi storeyed Building thereon.
 2. To appear and represent me before the authorities of the Rajarhat Gopalpur Municipality, C.E.S.C. Ltd., Zilla and Block Land & Land Reforms Office, Authorities under the Town and Country Planning Act, Kolkata Metropolitan Water and Sanitation Authority and before all other Statutory and Local Bodies as and when necessary for the purpose of and / or relating to all matter concerning development of the said Premises by constructing there upon a Multi Storeyed Building on behalf of the Land Owner.
 3. To sign, verify and file applications, forms, building plans, documents and papers before the Rajarhat Gopalpur or before other Statutory Authorities for the purpose of maintenance, administration, development and construction of Building on the said Premises.
 4. To sign, execute, submit and to take delivery of Site Plan, Building Plan, Building Occupancy / Completion Certificate or any Revised / Modified Building Plan/s, Documents, Statements, undertakings, Affidavits, Declaration, Indemnity Bond and all other related Papers that may be required for having the Building Plan sanctioned and / or sanction of modified / revised Plan by the Authority of the Rajarhat Gopalpur Municipality in respect of construction of building on the said Premises.
 5. To sign and execute any Agreement for Sale / Memorandum etc. towards sale and Transfer of any Flat, Unit and / or Other Constructed Spaces of the Building fallen under Developer's Allocation only vide registered Agreement for Development

- together with proportionate share of land attributable thereto of the said Premises in favour of the intending Purchaser/s as Constituted Attorney.
6. To pay all Municipal and other Statutory rents, rates and taxes in respect of the said Premises as and when the same will be become due and payable and to obtain proper receipt in respect thereof.
 7. To sign and execute any Agreement for Sale, Instrument or document for the purpose of transferring the said Premises or any part or portion thereof or any part or any Flat / Unit of the building fallen under Developer's Allocation only to the Intending Purchaser or Purchasers on such terms and conditions that the Attorney at his absolute discretion may deem fit and proper.
 8. To accept any amount in Cash or by Cheque / Draft in the name of the Attorney or its Company against Agreement for Sale, Memorandum, Deed of Conveyance or Conveyances from the Intending Purchaser or Purchasers and to be entitled to nominate the Intending Purchaser or Purchasers for Sale and / or transfer of any part or portion of the multi storeyed building fallen under Developer's Allocation only vide registered Agreement for Development together with undivided and proportionate share of land attributable thereto of the said Premises.
 9. To sign, execute and present for Registration any Agreement for Sale, Memorandum, Deed of Conveyance or Conveyances etc. in Land Owner name and on his behalf as Constituted Attorney in favour of the intending Purchaser/s of Flat / Unit of the building fallen under Developer's Allocation only together with proportionate undivided share of land attributable thereto of the said Premises and to present the said Agreement for Sale, Memorandum, Deed of Conveyance or Conveyances for registration before the Competent Registration Authority.
 10. To apply for and obtain temporary or permanent connections of Electricity, Water Supply, Cooking Gas, Telephone Line, Sewerage / Drainage Line and / or Connections of any other utilities that may be required for decent human habitation in the said Premises including the Building.
 11. To receive the consideration money from the Purchaser/s in the name of the Attorney or its Company towards Sale and Transfer of the Flat / Unit / Constructed Spaces of the Building fallen under Developer's Allocation only together with proportionate share of land attributable thereto of the said Premises and to grant proper receipt there for and to give full discharge to the Purchaser/s.

12. To commence, prosecute, enforce, defend, answer and oppose all action, demands and other legal proceedings touching any of the matter concerning the said Premises or any part or portion thereof.
13. To instruct the Advocate / Lawyers for preparing and / or drafting such Agreement, Deed/s, Documents and other such papers that may be necessary for the purpose of Sale and Transfer of the said Premises or part or portion of the Building over and above the said Premises fallen under Developer's Allocation.
14. To appear and represent the Land Owner before the Registrar of Assurances, District Registrar, Additional District Sub-Registrar, Metropolitan Magistrate, Notary Public and before other Officer or Officers or Authority or Authorities having jurisdiction over and above the said Premises and to present for registration and to acknowledge and register or have registered and perfected all Agreement for Sale, Deed of Conveyance or Conveyances, Memorandum, Instruments, writings etc. executed in my name and on my behalf as duly appointed Attorney relating to Sale and Transfer of Flat/s, Unit/s and other constructed Spaces of the Multi storeyed Building fallen under Developer's Allocation only in terms of the registered Agreement for Development as I could do the same if personally and / or physically present.
15. To sign, declare and / or affirm any plaint, written statement, petition, affidavit, verification, vakalatnama, warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings in Land Owner's name and on his behalf relating to the said Premises or construction of the Multi storeyed Building or in any way connected therewith.
16. For all or any of the purposes herein before stated and to appear and represent the Land Owner before all such authorities having jurisdiction over and above the said Premises and to sign, execute and submit all papers and documents for development and construction of the multi storeyed building on the said Premises or in any way connected / related therewith.

7. Consideration

- a) The Developer being the party of the Other Part hereof shall be at liberty with exclusive right and authority to negotiate for the sale of floors / flats of the building under construction together with proportionate share of land only Developer's Allocation attributable thereto with any prospective Purchaser/s at such consideration and on such terms and conditions that the Developer shall think fit

and proper. The Land Owner hereto however, without raising any objection, at the request of the Developer if so required, shall execute and register the necessary Deed of Conveyance/s unto and in favour of the Purchaser or Purchasers towards sale of flats and / or units and spaces of the building as and when so called for **PROVIDED HOWEVER** that, the Land Owner as Vendor in all such Deed of Conveyance/s shall not claim or be entitled to claim any amount towards the value of constructed area or towards the Consideration value of proportionate share of land of the said Premises as the Consideration amount relating thereto have agreed to be paid by the Developer to the Land Owner through the free of cost allocation of all that Land Owner's Allocation together with payment of refundable consideration amount so particularly mentioned in the Second Schedule, Part – I written hereinafter.

- b) It is categorically agreed to and declared by the Land Owner hereof that, as the entire cost of construction of the proposed buildings and other miscellaneous expenses relating thereto are to be borne by the Developer exclusively without any investment on the part of the Land Owner for that very reason, the consideration money receivable towards sale / transfer of flat/s, units and / or spaces of Developer's Allocation in the proposed building including earnest money or booking amount there for shall be received and appropriated exclusively by the Developer for all time to come hereafter and neither the Land Owner nor any one on their behalf will be entitled to claim any part or portion of the said consideration amount on any ground whatsoever.

8. **Building and other related matters :**

- 8.1 The Developer shall at the Developer's own cost and risk make the construction and complete the Multi storeyed buildings on the said Premises in accordance with the sanctioned building plan with such materials and with such specifications so mentioned in the Third Schedule hereunder written and that may be recommended by the Architect engaged by the Developer from time to time. However, the Land Owner will have the right of inspection during period of construction. If it is found that the measurement of the Flat of the Land Owner's Allocation is excess in that case the Land Owner shall compensate to the Developer at the prevailing market rate. Similarly if the measurement of the Flat of the Land Owner is less than that have been stated in the Second Schedule Part – I the Developer shall compensate the Land Owner at the prevailing market rate.

- 8.2. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials so to be used for construction of the proposed building at the said Premises of the Land Owner will be treated as final and the same will be operated with all its binding effect on the Parties hereof.
- 8.3. The Developer shall install and erect in the said building at the Developer's own costs pump set, deep tube well, water storage tank / over-head water reservoir, electric wiring, fittings and installations and other facilities that may required to be provided in a Multi storeyed building having self contained flats and constructed area for sale on Ownership basis.
- 8.4. The Developer shall be authorized in the name of the Land Owner to apply for and obtain allocations of cement, all type of steel, bricks, other building materials and accessories allocable to the Land Owner for the construction of the building and similarly to apply for and obtain temporary and permanent connections of water supply, electric supply, telephone, cooking gas and sewerage line connection.
- 8.5. The Developer shall at its own costs and expenses and without creating any financial or other liability upon the Land Owner construct and complete the said Multi storeyed building having residential flats and other units in terms of the sanctioned Building Plan.
- 8.6. On and from the date of taking over possession of the said Premises by the Developer for starting the constructional work of the said proposed building, any liability becoming due on account of Municipal rates and taxes as also other outgoings in respect of the said Premises for new construction of the building, shall be borne and paid by the Developer. It is made specifically clear that, all outstanding dues on account of Municipal rates and taxes as also other outgoings in respect of the said Premises till the date of handing over possession of the said Premises to the Developer hereof in terms of the present Agreement for starting the constructional work of the proposed building shall remain be the liability of the Land Owner and shall be borne and paid by the Land Owner as and when called upon by the Developer without raising any objection relating thereto.
- 8.7. The Land Owner and the Developer shall punctually and regularly pay all rates and taxes to the authority for their respective allocations in the new building as and when the same will become due and payable.
- 8.8. It is categorically agreed that, the Developer hereof will be entitled to enjoy its allocations / portions in the said new building forever with absolute right and authority to hold, use, occupy, enjoy, transfer, sale, gift, lease, mortgage and

assign the same in any manner they like without any objection relating thereto on the part of the Land Owner and all such right, interest, possession and authority of the Developer hereto in no way could be taken off or infringed by the Land Owner under any circumstances.

- 8.9. As soon as the building is completed, the Developer shall serve written notice to the Land owner requiring the Land Owner to take possession of the Land Owner's Allocation in the building. After 30 (Thirty) days from the date of service of such notice and at all time thereafter the Land Owner shall be responsible for payment of all Municipal and Statutory taxes, rates, duties and other impositions including regular payment of monthly maintenance charges that are payable in respect of the Land Owner's Allocation in the building. However, the said rates and charges shall be payable on pro-rata basis if the same being levied on the building as a whole.
- 8.10. As and from the date of handing over physical delivery of possession of the Land Owner's Allocation, the Land Owner shall also be held responsible to bear and pay to the Developer (till the formation of Flat Owners' Allocation) all service charges for enjoying the common facilities and amenities of the building payable in respect of the Land Owner's Allocation. Such charges are to include proportionate share of premium for the insurance of the Building, water, fire and scavenging charges, expenses for sanitation, electricity, renovation, replacement, repair and maintenance charges for the building and of all common pipes electrical and mechanical equipments, pumps, motors and other electrical and mechanical installations, appliances and equipments, including lift and lift shaft, stair ways, corridors, passage ways, gardens, park ways and other facilities whatsoever provided for common use of the occupants of the building.
- 8.11. Any transfer relating to any portion of the Land Owner's Allocation in the new buildings shall be subject to the provisions contained hereof and the respective transferee shall always be held responsible to honour all the terms and conditions of the present Agreement without raising any objection therefor.
- 8.12. Both the Developer and the Land Owner herein shall enjoy their respective allocations / portions in the said Multi storeyed buildings forever with absolute right and authority to hold, use, occupy, enjoy, transfer, sale, gift mortgage and assign the same in any manner they like. All such right and authority of the Parties hereto in no way could be taken off or infringed by either of the Party under any circumstances.

- 8.13. On completion of the entire construction work of the proposed Multi storeyed buildings, the Developer at its own costs and arrangements shall obtain the requisite Building Completion / Occupancy Certificate from the authorities of the Bidhannagar Municipal Corporation and hand over a Photo Copy of the same to the Land Owner for his record.

9. **LAND OWNER'S OBLIGATION**

- 9.1. The Land Owner doth hereby agree and covenant with the Developer not to cause any interference or hindrance in the lawful construction of the said multi storeyed building on the said premises.
- 9.2. The Land Owner doth hereby further covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and / or disposing of any part or portion of the Developer's Allocation of the said multi-storeyed building together with proportionate share of land of the said premises in favour of the intending Purchaser/s.
- 9.3. The Land Owner doth hereby agree and covenant with the Developer not to let out, grant lease, mortgage, assign and / or to create charge or part with possession of the said Premises or any portion thereof in favour of any Third Party without the consent in writing of the Developer.
- 9.4. The Land Owner hereto will have no right, authority and power to terminate and / or revoke the registered General Power of Attorney as well as the present Agreement for Development within the period of construction of the said multi storeyed building. The registered General Power of Attorney including the present Agreement for Development shall remain operative and in full force and effect until and unless entirety of the Developer's Allocation in the said Multi storeyed building are being disposed of. The Owner shall have every liberty to sell or transfer his allocated portion to any person or persons.
- 9.5. The Land Owner shall declare boundary declaration, if required gift a required portion of land to Bidhannagar Municipal Corporation.

10. **DEVELOPER'S OBLIGATION**

- 10.1. The Developer doth hereby agrees and covenants with the Land Owner to complete the construction work of the proposed multi storeyed building within the period of 24 (Twenty Four) months from the date of obtaining the sanctioned Building Plan from the authorities of the Bidhannagar Municipal Corporation or from the date, the Land Owner allowing the Developer to start the construction work of the building whichever is later.

10.2. The Developer doth hereby agrees and covenants with the Land Owner not to let out, grant lease, mortgage, assign and / or to create charge of Developer's Allocation without handing over Land Owner's Allocation. That the Developer doth hereby agrees to handover the title deed (original) to the Land Owner at the time of handing over the peaceful possession if the Developer receive the original deed and other papers (original).

10.3 The Developer shall make all endeavor to obtain permission from the appropriate authority to operate the lift of the building if provided before obtaining completion certificate from the appropriate authority.

11. LAND OWNER'S INDEMNITY

11.1. The Land Owner hereby undertake to keep the Developer indemnified against all Third Party claim regarding the title of the said Premises during the constructional work upon completion of which the Developer shall be entitled to use and enjoy its allocated space without any interference on the part of the Land Owner.

11.2 The Land Owner hereof undertake not to create any kind of charge or mortgage including that of equitable mortgage in respect of the said Premises or on any part or portion thereof by depositing the Title Deed of the said Premises at any time during the subsistence of the present Agreement.

11.3. The Land Owner hereof also categorically undertake to compensate the Developer hereof for sustaining any loss and damage due to defect in the title of the Land Owner in respect of the said Premises or due to claim of any Third Party regarding the said Premises or any part or portion thereof by reason whereof the constructional work of the Building on the said Premises as well as due disposal of Flats / Units thereof fallen under Developer's Allocation are being prevented.

12. DEVELOPER'S INDEMNITY

The Developer hereby undertakes to keep the Land Owner indemnified against all Third Party claim and actions arising out of any sort of act or omission of the Developer in relation to the making of construction of the proposed multi storeyed building on the said premises of the Land Owner in terms of the present Agreement.

13. MISCELLANEOUS

- 13.1. The Land Owner and the Developer have entered into the present Agreement purely as a contract and nothing contained herein shall deem to be construed as a Partnership between the Developer and the Land Owner or as a Joint Venture between the Parties hereto in any manner nor the Parties hereto constitute an Association of persons.
- 13.2. Immediately after handing over of physical possession of the said Premises by the Land Owner to the Developer, the Developer shall start the construction work of the proposed multi storeyed building on the said Premises upon obtaining the Sanctioned Building Plan within 6 (six) months.
- 13.3. The Land Owner hereby agree to abide by all the rules and regulations to be formed by any Society / Association of Flat Owners of the building who will be in charge of management of the affairs of the building and / or common parts / areas thereof and hereby accord their respective consent to abide by all such rules and regulations.
- 13.4. The name of the building / apartment will be given by the Developer at its discretion upon completion of the constructional work of the building / apartment.
- 13.5. Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said Premises or any part thereof to the Developer by the Land Owner or creating any Title in respect thereof in favour of the Developer other than an exclusive license / permission to the Developer to develop the same in terms of these present PROVIDED HOWEVER the Developer shall be entitled to borrow money from any Bank or Banks or from any individual or financial institutions or from any financier for the purpose of completion of the constructional work of the said building against Developer's Allocation without creating any financial liability on the Land Owner or affecting his estate and interest in the said Premises and it being expressly agreed and understood that, in no event the Land Owner nor any part of his estate shall be held responsible And / or make liable for payment of any dues to such Bank or Banks, Financial Institutions / Financier and for that purpose the Developer shall keep the Land Owner indemnified against all actions, suits, proceedings, costs, charges and expenses thereof. It is categorically mentioned here that the Developer shall not deposit the Original title deed in the name of the Land Owner in respect of the Schedule land to any Bank or financial institution for the purpose of completion of constructional work. The Land Owner shall deposit the original title deed and any other relevant papers and documents such as Parcha, Khajanas, Receipts etc. to the Developer on or immediate after

execution of this agreement and the Developer shall return the original title deed and other papers on completion of the said proposed building.

- 13.6. The Land Owner hereby grant exclusive authority to the Developer for amalgamating his said Premises with any other adjacent Plot of Land and to start development work and / or construction of Building on the said amalgamated Plot of Land if the Developer hereof so desire and the Land Owner by signing this present Agreement endorse his consent with regard thereto.

14. **FORCE MAJEURE**

- 14.1. The parties hereto shall not considered to be held liable and / or responsible for any obligation performance of which would have been prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".
- 14.2. "Force Majeure" shall mean flood, earthquake, riot, war, storm, tempest, strike and / or any other act or commission beyond the control of the Parties hereto.
- 14.3. If the construction work of the said multi storeyed building would not have been completed within the stipulated period of 24 (Twenty four) months from the date of obtaining sanction plan for any of the reason beyond the control of the Developer and mentioned under this Article, in that event, the period of completing the constructional work of the said buildings will be extended for a further period of 6 (six) months. If the possession of the Land Owner's Allocation would not have been delivered within the aforesaid extended period, the Developer will pay the damages and / or penalty of Rs. 5,000/- (Rupees Five Thousand) only per month to the Land Owner till the possession is handed over for next 6 (six) months.
- 14.4. It is made clear that, upon completion of the construction work of the building the Land Owner will have common right over the Top roof of the building along with other flat owners / occupiers of the buildings and will have the common responsibility to maintain, preserve and protect the Top roof and other parts of the building upon payment of requisite monthly maintenance charges there for along with the other flat owners of the building without any delay or default.
- 14.5. In case of violation of any of the terms and conditions of the present Agreement by either of the Parties hereof, the aggrieved party will be entitled to sue for specific performance of the present Agreement against the other vide terms and conditions of the present Agreement.
- 14.6. The total time limit shall be 30 months from the date of obtaining sanctioned plan.

14.7. A supplementary Agreement may be made after receiving the sanctioned plan for determination of the Owner's Allocation specifically.

15. **JURISDICTION**

The Courts of North 24-Parganas alone shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of the present Agreement between the Parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE LAND / SAID PREMISES)

ALL THAT piece or parcel of a plot of Sali land measuring an area of 4 (four) Cottahs 7 (seven) Chittacks 30 (thirty) Sq.ft. be the same a little more or less together with 200 Sq.ft. R.T.S. thereon lying and situate at Mouza – Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 169, Parganas – Kalikata, P.S. formerly Rajarhat presently New Town comprised in C.S. Dag No. 4445, R.S./L.R. Dag No. 4472/4622 under C.S. Khatian No. 1175, R.S. Khatian No. 1270, L.R. Khatian No. 11756 at present 15805, A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town within the local limits of Rajarhat Gopalpur Municipality at present Bidhannagar Municipal Corporation having Holding No. 638, BL-J/10-11, in Ward No. 20, at present 21 (Arunachal (Hatiara), in the District North 24-Parganas, West Bengal and which is butted and bounded as follows :

<u>ON THE NORTH</u>	:	By Land of Dulal Bose
<u>ON THE EAST</u>	:	By 12' ft. wide common Road (Arunachal), Hatiara
<u>ON THE SOUTH</u>	:	By 12' ft. wide common Road (Arunachal), Hatiara
<u>ON THE WEST</u>	:	By Land of Papri Roy & Bimal Basu.

THE SECOND SCHEDULE ABOVE REFERRED TO

(PART - I)

THE LAND OWNER'S ALLOCATION : The Land Owner hereof in consideration of allowing the Developer to develop his said Premises so stated in the First Schedule written hereinabove by raising the construction of a multi storeyed building thereon will be entitled to get 33% covered area of the proposed building on the basis of the proportionate FAR considering or calculating or reckoning the area of land of the Land Owner of the newly proposed constructed Multi-storeyed building together with right and interest on all common areas, facilities and amenities attached to and available with the building on account of Land Owner's Allocation. The Developer will construct the

said residential Flats in accordance with the specifications mentioned in the Third Schedule written herein after.

That apart from the allocation of above stated 33% covered area, the Developer has also agreed to pay to the Land Owner the sum of Rs. 5,00,000/- (Rupees Five Lac) only towards "Refundable Consideration Amount" at the time of execution of this Development Agreement. The said refundable amount will be returned by the Land Owner on or before the date of receiving his possession.

Save and except the above said 33% completely finished covered area and Payment of Refundable consideration amount, the Land Owner will not be entitled to get any further or other allocation and / or consideration from the Developer against development of his said Premises.

The Land Owner shall get one Flat on the Front side of the First Floor and Back side of the Third Floor depending on the FAR of his land at the relevant position of his land.

PART – II

THE DEVELOPER'S ALLOCATION : Save and except the Land Owner's Allocation so stated in Part – I hereinabove, all other remaining constructed area of the proposed multi storeyed building shall belong to the Developer hereof on account of Developer's Allocation. The said allocated area comprising of Flats / Floors / Spaces / Car Parking Area / Constructed areas for all time to come will be treated as Developer's Allocation together with undivided proportionate and impartible share of land attributable thereto of the said Premises in terms of the provisions of the present Agreement with further right of dealing with and / or to dispose of the said allocation according to Developer's absolute discretion for all time to come hereafter without any objection relating thereto on the part of the Land Owner hereof with further right of receiving and appropriating the entire sale proceeds relating to such allocation without having any liability thereof in whatsoever nature it may be to the Land Owner.

THE THIRD SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS)

BUILDING : The building will be erected on R.C.C. framed structure according to approved design and drawing of the sanctioned plan.

WALLS : Brick masonry for the outer wall will be 8"5" thick, Partition wall will be 5" and 3" thick with a minimum height as per sanction plan. The outer wall will be of cement Plaster and the inside wall will be finished with Plaster of Paris.

WINDOWS : Sliding Aluminium windows with integrated grills painted with synthetic enamel paint and fitted with 3 mm glass panel.

DOORS : Door Frame will be made of quality Sal Wood and the door panels will be made of water proof commercial flush type. The door of the Toilet of the Flat are to be made of P.V.C.

FLOORING : Entire flooring work will be made of Ordinary White Marble Blocks having skirting of 5" height.

KITCHEN : Black stone cooking platform will be provided with Sink and Drawing Board. The Dado upon the Cooking Platform upto 2' feet height will be fitted with Glaze Tiles with provision of Exhaust Fan point.

TOILET : Bath Room will be provided with Commode or Orissa Type long pan. The walls of the Toilet upto 5' feet height will be fitted with Glazed Tiles and the Floor will be made of White Marble Blocks and / or Marble of 2' x 2' size. One Cistern, One Shower and 2 (two) Bib-Cocks will be provided in bath Room with one wash basin.

WATER SUPPLY : Round the clock water supply will be provided in the building through installation of Submersible Pump with provision of Over head water reservoir.

ELECTRICITY : Concealed copper wiring with provision of 2 (two) Light Points and 1 (One) Fan Point in each Bed Room / Drawing and Dining Space apart from provisions of 15 Amp. Plug point in Kitchen and Toilet. All Light, Fan and Plug point will be fitted with Modern Switches. The Developer will bear the costs of installation of Main Meter of the Building, at its own arrangement without any liability there for on the part of the Land Owner. However, the costs of separate Electric Meter relating to his allocation are to be borne by the Land Owner @ Rs.25,000/- per meter

LIFT : The Developer will provide 1 (one) Lift in the Building having the carrying capacity of 4 (four) persons.

ROOF AND TERRACE : The roof of the building will be finished with roof tiles and the terrace will be finished with proper cementing.

EXTRA WORK : Any work other than specified above will treated as Extra Work and will be carried on only upon prior payment of costs and expenses there for.

IN WITNESS WHEREOF the Parties hereto doth hereunto set and subscribed their respective hand and seal in presence of the witnesses named herein below on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

at Kolkata in presence of -

WITNESSES :

1. Dr. (MRS) Lina Das.
Greenwood Park.
HIG 3 Flat 3DB2
New Town.
Kol. 700156.
2. Rajdeep Haldar
980 S.H.K.B Sarani
Kol - 700074

Kusamadhab Das.

SIGNATURE OF THE LAND OWNER
OF THE ONE PART

Drafted & Explained by -

Tapas Haldar
Mr. Tapas Haldar WB-1418/2000
Advocate
Sealdah Court,
Kolkata - 700 014

CHAKRABORTY NIRMAN PVT. LTD.

Sasajit Chakraborty

Managing Director

SIGNATURE OF THE DEVELOPER
OF THE OTHER PART

IN WITNESS WHEREOF the Parties hereto doth hereunto set and subscribed their respective hand and seal in presence of the witnesses named herein below on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

at Kolkata in presence of -

WITNESSES :

1. Dr. (Mrs) Lina Das.
Greenwood Park.
HIG 3 Flat 3DB2
New Town.
Kol. 700156.
2. Rajdeep Haldar
980 S.H.K.B Savani
Kol - 700074

Kusamadhav Das.

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Mr. Tapas Haldar WB-1418/2000
Advocate
Sealdah Court,
Kolkata - 700 014

CHAKRABORTY NIRMAN PVT. LTD.

Sasajit Chakraborty

Managing Director

SIGNATURE OF THE DEVELOPER
OF THE OTHER PART

RECEIVED from the within named Developer the within mentioned of Rs. 5,00,000/- (Rupees Five Lac) only as refundable consideration against development of the said Premises so stated herein before in the manner as follows :

MEMO OF CONSIDERATION

<u>Cash/ Cheque No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Amount</u>
468438	10.07.2017	PNB, Patipukur Br.	Rs. 5,00,000.00

TOTAL Rs.5,00,000.00

(Rupees Five Lac Only)

SIGNED, SEALED AND DELIVERED
at Kolkata in presence of –
WITNESSES :

1. Dr. (Mrs) Lina Das.
2. Rajdeep Halder.

Kusamadhab Das.
SIGNATURE OF THE LAND OWNER
OF THE ONE PART

PAGE NO. —
SPECIMEN FORM FOR TEN FINGERPRINTS

Signature of the
 Executant/ Presentant



Kumaradhab Das.

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Soumit Chandra

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

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

BRN: 19-201718-003007263-1
 GRN Date: 08/07/2017 13:00:09
 BRN: 080717000596761

Payment Mode: Online Payment
 Bank: Alahabad Bank
 BRN Date: 08/07/2017 13:03:21

DEPOSITOR'S DETAILS

Name: Mookherjee Consultancy
 Contact No.:
 E-mail:
 Address: 104, Dum Dum Road, Kolkata - 38
 Applicant Name: Mr SURAJIT CHAKRABORTY
 Office Name:
 Office Address:
 Status of Depositor: Others
 Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement
 Id No.: 15230000951440/1/2017
(Query No./Query Year)
 Mobile No.: +91 9143081752

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	15230000951440/1/2017	Property Registration- Stamp duty	0030-02-103-003-02	6921
2	15230000951440/1/2017	Property Registration- Registration Fees	0030-03-104-001-16	5021

In Words: Rupees Eleven Thousand Nine Hundred Forty Two only
 Total: 11942

DATED THE DAY OF 2017.

DEVELOPMENT AGREEMENT

BETWEEN

OWNER : SRI KUSAMADHAB DAS

A N D

DEVELOPER : CHAKRABORTY NIRMAN PVT. LTD

Drafted by -

MR. TAPAS HALDAR
Advocate
Sealdah Court, Kolkata – 700 014

Major Information of the Deed

Deed No :	I-1523-06456/2017	Date of Registration	11/07/2017
Query No / Year	1523-0000951440/2017	Office where deed is registered	
Query Date	04/07/2017 10:32:16 AM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	SURAJIT CHAKRABORTY AF-358, Sarat Sarani, Krishnapur, Thana : Baguiati, District : North 24-Parganas, WEST BENGAL, PIN - 700102, Mobile No. : 9830728854, Status :Buyer/Claimant		
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. 2/-	Rs. 47,40,727/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 5,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



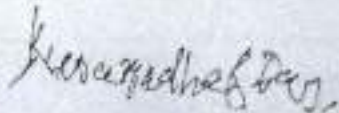
District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Arunachal(Hatiara), Mouza: Hatiara, Ward No: 21

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-4472/4622	LR-15805	Bastu	Shali	4 Katha 7 Chatak 30 Sq Ft	1/-	46,80,727/-	Width of Approach Road: 12 Ft.,
Grand Total :					7.3906Dec	1/-	46,80,727/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	1/-	60,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		200 sq ft	1/-	60,000/-	

Land Lord Details :










Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Mr KUSAMADHAB DAS (Presentant) Son of Late Madan Mohan Das Executed by: Self, Date of Execution: 11/07/2017 , Admitted by: Self, Date of Admission: 11/07/2017 ,Place : Office	 11/07/2017	 LRI 11/07/2017	 11/07/2017

Wood Park, HIG-III, 3rd Floor, Flat No: 3DB-2, P.O:- New Town, P.S:- New Town, District:- North 24-Parganas, West Bengal, India, PIN - 700156 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADFPD8068D, Status :Individual, Executed by: Self, Date of Execution: 11/07/2017
 Admitted by: Self, Date of Admission: 11/07/2017 ,Place : Office

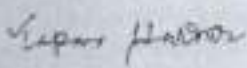
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	CHAKRABORTY NIRMAN PVT. LTD Sujeh Abasan, BD-95/96/97, Samar Pally, Flat No: G/B, P.O:- Krishnapur, P.S:- Bagulati, District:-North 24-Parganas, West Bengal, India, PIN - 700102 , PAN No.:: AAEC1411G, 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 SURAJIT CHAKRABORTY Son of Mr Date of Execution - 11/07/2017, , Admitted by: Self, Date of Admission: 11/07/2017, Place of Admission of Execution: Office </td> <td>  Jul 11 2017 1:34PM </td> <td>  L31 11072017 </td> <td>  11/07/2017 </td> </tr> </tbody> </table> <p>AF-35B, Sarat Sarani, P.O:- Krishnapur, P.S:- Bagulati, District:-North 24-Parganas, West Bengal, India, PIN - 700102, Sex: Male, By Caste: Hindu, Occupation; Business, Citizen of: India, , PAN No.:: AFYPC5294B Status : Representative, Representative of : CHAKRABORTY NIRMAN PVT. LTD (as Managing Director)</p>	Name	Photo	Finger Print	Signature	Mr SURAJIT CHAKRABORTY Son of Mr Date of Execution - 11/07/2017, , Admitted by: Self, Date of Admission: 11/07/2017, Place of Admission of Execution: Office	 Jul 11 2017 1:34PM	 L31 11072017	 11/07/2017
Name	Photo	Finger Print	Signature						
Mr SURAJIT CHAKRABORTY Son of Mr Date of Execution - 11/07/2017, , Admitted by: Self, Date of Admission: 11/07/2017, Place of Admission of Execution: Office	 Jul 11 2017 1:34PM	 L31 11072017	 11/07/2017						

Identifier Details :

Name & address	Date
Mr TAPAS HALDAR Son of Late Parimal Haldar 980, S.H.K.B. Sarani, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr KUSAMADHAB DAS, Mr SURAJIT CHAKRABORTY	11/07/2017
	

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr KUSAMADHAB DAS	CHAKRABORTY NIRMAN PVT. LTD-7.39063 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr KUSAMADHAB DAS	CHAKRABORTY NIRMAN PVT. LTD-200.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road:
Khatian(Hatiara), Mouza: Hatiara, Ward No: 21

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 4472/4622(Corresponding RS Plot No:- 4472/4622), LR Khatian No:- 15805	Owner: কুমারদেব দাস, Gurdian: মদন মোহন দাস (মৃত), Address: নিজ, Classification: শালি, Area: 0.07000000 Acre,

Endorsement For Deed Number : I - 152306456 / 2017

On 10-07-2017

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 47,40,727/-

Debasish Dhar

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

On 11-07-2017

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 12:28 hrs on 11-07-2017, at the Office of the A.D.S.R. RAJARHAT by Mr KUSAMADHAB DAS, Executant.

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

Execution is admitted on 11/07/2017 by Mr KUSAMADHAB DAS, Son of Late Madan Mohan Das, Green Wood Park, HIG-III, 3rd Floor, Flat No: 3DB-2, P.O: New Town, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700156, by caste Hindu, by Profession Retired Person

Indetified by Mr TAPAS HALDAR, , , Son of Late Parimal Haldar, 980, S.H.K.B. Sarani, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Advocate

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

Execution is admitted on 11-07-2017 by Mr SURAJIT CHAKRABORTY, Managing Director, CHAKRABORTY NIRMAN PVT. LTD (Private Limited Company), Sujan Abasan, BD-95/96/97, Samar Pally, Flat No: G/B, P.O:- Krishnapur, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700102

Indetified by Mr TAPAS HALDAR, , , Son of Late Parimal Haldar, 980, S.H.K.B. Sarani, P.O: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Advocate

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 08/07/2017 / 1:03PM with Govt. Ref. No: 192017180030072631 on 08-07-2017, Amount Rs: 5,021/-, Bank: Allahabad Bank (ALLA0210031), Ref. No: 080717000596761 on 08-07-2017, Head of Account 0030-03-104-001-16

20/07/2017 Query No:-15230003951440 / 2017 Deed No I - 152306456 / 2017, Document is digitally signed.

Page 32 of 34

Amount of Stamp Duty

Amount that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs. 100/-, by
Stamp = Rs 6,921/-

Description of Stamp

Stamp: Type: Impressed, Serial no 4314, Amount: Rs. 100/-, Date of Purchase: 22/05/2017, Vendor name: Ranjita
Paul

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 08/07/2017 1:03PM with Govt. Ref. No: 192017180030072631 on 08-07-2017, Amount Rs: 6,921/-, Bank:
Allahabad Bank (ALLA0210031), Ref. No. 080717000598761 on 08-07-2017, 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 188600 to 188633

being No 152306456 for the year 2017.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2017.07.20 13:47:56 +05:30
Reason: Digital Signing of Deed.

Debasish Dhar) 20-07-2017 13:47:55
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.