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भारतीय गैर न्यायिक

पचास
रुपये
रु.50FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

M 526998

certified that the document is genuine &
 registered. The signature & verification
 of the registered person is attached
 with this document's copy and that of the
 document.

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

16 DEC 2013

DEVELOPMENT AGREEMENT

1. Date: 16th December 2013
2. Place: Kolkata
3. Parties:
 - 3.1 ETPAL KUMAR PAL [PAN NO. ATOPP5333Q], son of Late Hajarilal Pal, by faith - Hindu, by occupation -

16 DEC 2013

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Business, by nationality - Indian, residing at Reckjani, P.O. & P.S. Rajarhat, Kolkata - 700 135, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as "LANDOWNER" (which expression, unless repugnant to the context or meaning thereof, shall include his legal heirs, executors, administrators and permitted assigns) of the ONE PART.

Contd.....3

AND

- 3.2 SOLMITA PROJECTS PVT. LTD. [PAN NO. AAKCN8265Q], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1936, having its registered office at D-302, City Centre, DC Block, Salt Lake City, Kolkata - 700 064, District North 24 Parganas, West Bengal, represented by its Director, Sri Amitabh Roy, son of Sri Sanil Kumar Roy working for gain at B-302, City Centre, DC Block, Salt Lake City, Kolkata - 700 064, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as the "DEVELOPER" (which expression, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors-in-interest and/or assigns) of the OTHER PART.

Landowner and Developer Individually Party and collectively Parties.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

- 4.1 Development of Said Property: Basic understanding between the Landowner and the Developer stands with regard to the development (in the manner specified in this Agreement) of ALL THAT piece and parcel of land measuring :

7 (Seven) Cottahs 9 (Nine) Chittacks 0 (Zero) sq.ft. more or less of Bagan land comprised in R.S./L.R. Dag No. 1249 under L.R. Khata Nos. 5524, 5525, 5526, 5527 & 5528,

6 (Six) Cottahs 10 (Ten) Chittacks 22 (Twenty Two) sq.ft. more or less of Doba land comprised in R.S./L.R. Dag No. 1250 under L.R. Khata Nos. 5524, 5525, 5526, 5527 & 5528,

0 (Zero) Cottah 12 (Twelve) Chittacks 25 (Twenty Three) sq.ft. more or less of Bagan land comprised in R.S./L.R. Dag No. 1252 under L.R. Khata Nos. 5524, 5525, 5526, 5527 & 5528,

in total a demarcated plot of land measuring 15 (Fifteen) Cottahs be the same a little more or less in R.S./L.R. Dag Nos. 1249, 1250 & 1252 under L.R. Khata Nos. 5524, 5525, 5526, 5527 & 5528, out of land measuring 36 decimals out of land measuring 45 decimals more or less, lying and situated in Mouza - Reckjoani, J.L.No. 13, Ra. Sa. No. 198, Toza No. 341B/L, Pargana - Kalikata, P.N. Rajarhat, A.D.S.R.O. Rajarhat, New Town, within the limits of Rajarhat Bishnuper I Gram Panchayat, in the District North 24 Parganas together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Landowner, more fully and collectively described in the First Schedule below (being the Said Property), jointly by demolishing the existing structures and develop the said land, by constructing new residential/commercial buildings thereon (Project) with the object of selling the units/apartments/shops/offices/ear parks comprised therein the said Project.

- 4.2 **Allocation and Demarcation of Respective Entitlements:** Allocation and demarcation of the respective entitlements of the Landowner and the Developer in the Project shall be as per mutual consent of both the Parties to be decided upon sanction Plan for the Project is granted by the statutory sanction authority.

5. **Representations, Warranties and Background**

- 5.1 **Landowner's Representations:** The Landowner has represented and warranted to the Developer as follows:

- 5.1.1 **Ownership of Hazari Lal Pal :** By virtue of a Registered Deed of Partition dated 2nd March, 1984 recorded in Book No. 1, Volume No. 14, Pages 139 to 144, being Deed No. 481 for the year 1984, duly recorded with the A.D.S.R. Bichannagar, Salt Lake City, made between one Hazarilal Pal, Subodh Chandra Pal, Mohadeb Pal, Dinesh Chandra Pal, Ramesh Chandra Pal and Krishna Chandra Pal. The said Hazarilal Pal became the lawful and sole owner of land measuring :

12.50 decimals more or less out of 16 decimals of land comprised in C.S. Dag No. 1183, R.S. Dag No. 1249 under C.S. Khatian No. 2008, R.S. Khatian No. 2367,

11 decimals more or less out of 21 decimals of land comprised in C.S. Dag No. 1184, R.S. Dag No. 1250 under C.S. Khatian No. 2008, R.S. Khatian No. 2367,

09 decimals more or less out of 09 decimals of land comprised in C.S. Dag No. 1185, R.S. Dag No. 1251 under C.S. Khatian No. 2008, R.S. Khatian No. 2367,

12.50 decimals more or less out of 28 decimals of land comprised in C.S. Dag No. 1186, R.S. Dag No. 1252 under C.S. Khatian No. 2008, R.S. Khatian No. 2367,

in total land measuring 45 decimals more or less comprised in R.S. Dag Nos. 1249, 1250, 1251 & 1252, in Mouza - Reckjoani, U.L. No. 13, Re. Sa. No. 198, Touzi No. 341B/1, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

- 5.1.2 **Demise of Hazari Lal Paul :** The said Hazari Lal Paul died intestate on 20.12.2009, leaving behind his wife namely Kamala Paul, only son namely Utpal Kumar Pal and three married daughters namely Shampa Paul, Shikha Paul & Mita Kundu as his heirs and successors in interest in respect of the aforesaid property, left by the said Hazari Lal Paul, since deceased.

- 5.1.3 **Absolute Joint Ownership of Kamala Paul, Utpal Kumar Pal, Shampa Paul, Shikha Paul & Mita Kundu :** Thus the said Kamala Paul, Utpal Kumar Pal, Shampa Paul, Shikha Paul & Mita Kundu became the absolute joint owners of the aforesaid land measuring :

12.50 decimals more or less of Bagan land out of 36 decimals of land comprised in C.S. Dag No. 1183, R.S. Dag No. 1249 under C.S. Khatian No. 2008, R.S. Khatian No. 2367,

11 decimals more or less of Doba land out of 21 decimals of land comprised in C.S. Dag No. 1184, R.S. Dag No. 1250 under C.S. Khatian No. 2008, R.S. Khatian No. 2367,

09 decimals more or less of Doba land out of 09 decimals of land comprised in C.S. Dag No. 1185, R.S. Dag No. 1251 under C.S. Khatian No. 2008, R.S. Khatian No. 2367,

12.50 decimals more or less of Bagan land out of 28 decimals of land comprised in C.S. Dag No. 1186, R.S. Dag No. 1252 under C.S. Khatian No. 2008, R.S. Khatian No. 2367,

in total land measuring 45 decimals more or less comprised in R.S. Dag Nos. 1249, 1250, 1251 & 1252, in Munza - Reeljoani, J.L. No. 13, Re. Sa. No. 198, Tonzi No. 34/B/1, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, and each having undivided 4/5th share in the aforesaid properties.

5.1.4 L.R. Settlement : In L.R. Settlement, the name of the said :

Kamala Paul recorded her name in L.R. Khatian No. 5524,
Utpal Kumar Pal recorded his name in L.R. Khatian No. 5527,
Shikha Paul recorded her name in L.R. Khatian No. 5525,
Mita Kundu recorded her name in L.R. Khatian No. 5526,
Shampa Paul recorded her name in L.R. Khatian No. 5528.

5.1.5 Gift by Kamala Paul, Shampa Paul, Shikha Paul & Mita Kundu to their Own Son & Brother, Utpal Kumar Pal : The said Kamala Paul, Shampa Paul, Shikha Paul & Mita Kundu gifted their joint 4/5th share in the aforesaid total land measuring 45 decimals more or less, to their own Son & Brother, the said Utpal Kumar Pal, by the strength of a Registered Deed of Gift, registered on 30.11.2012, in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. 1, CD Volume No. 1, Pages 5188 to 5211, being Deed No. 00270 for the year 2012.

5.1.6 Absolute Ownership of Utpal Kumar Pal : Thus on the basis of his own inherited share and on the basis of the aforementioned Deed of Gift, the said Utpal Kumar Pal, present owner herein, became the absolute owner of :

ALL THAT piece and parcel of land measuring :

12.50 decimals more or less of Bagan land comprised in C.S. Dag No. 1183, R.S./L.R. Dag No. 1249 under C.S. Khatian No. 2008, R.S. Khatian No. 2367, L.R. Khatian Nos. 5524, 5525, 5526, 5527 & 5528,

11 decimals more or less of Doba land comprised in C.S. Dag No. 1184, R.S./L.R. Dag No. 1250 under C.S. Khatian No. 2008, R.S. Khatian No. 2367, L.R. Khatian Nos. 5524, 5525, 5526, 5527 & 5528,

09 decimals more or less of Doba land comprised in C.S. Dag No. 1185, R.S./L.R. Dag No. 1251 under C.S. Khatian No. 3008, R.S. Khatian No. 2367, L.R. Khatian Nos. 5524, 5525, 5526, 5527 & 5528.

12.50 decimals more or less of Bagan land comprised in C.S. Dag No. 1186, R.S./L.R. Dag No. 1252 under C.S. Khatian No. 3008, R.S. Khatian No. 2367, L.R. Khatian Nos. 5524, 5525, 5526, 5527 & 5528.

in total plot of land measuring 45 (Forty Five) Decimals be the same a little more or less comprised in R.S./L.R. Dag Nos. 1249, 1250, 1251 & 1252 under C.S. Khatian No. 3008, R.S. Khatian No. 2367, L.R. Khatian Nos. 5524, 5525, 5526, 5527 & 5528, lying and situate at Mouza - Reckjouni, J.L. No. 13, Re. Sa. No. 198, Tenzi No. 341B/1, Pargana - Kalkata, P.S. Rajarhat, A.D.S.R.O. formerly Bidhanagar, Salt Lake City presently Rajarhat, within the local limit of Rajarhat Bisnupur I No. Gram Panchayat, in the District North 24 Parganas, West Bengal.

- 5.2 **Desire of Development of Land by Utpal Kumar Pal :** The said Utpal Kumar Pal decides to develop a demarcated plot of land measuring 35 Cottahs more or less out of his total possession, as follows :-

7 (Seven) Cottahs 9 (Nine) Chittacks 0 (Zero) sq.ft. more or less of Bagan land comprised in R.S./L.R. Dag No. 1249 under L.R. Khatian Nos. 5524, 5525, 5526, 5527 & 5528.

6 (Six) Cottahs 10 (Ten) Chittacks 22 (Twenty Two) sq.ft. more or less of Doba land comprised in R.S./L.R. Dag No. 1250 under L.R. Khatian Nos. 5524, 5525, 5526, 5527 & 5528.

0 (Zero) Cottah 12 (Twelve) Chittacks 23 (Twenty Three) sq.ft. more or less of Bagan land comprised in R.S./L.R. Dag No. 1252 under L.R. Khatian Nos. 5524, 5525, 5526, 5527 & 5528.

in total a demarcated plot of land measuring 15 (Fifteen) Cottahs be the same a little more or less in R.S./L.R. Dag Nos. 1249, 1250 & 1252 under L.R. Khatian Nos. 5524, 5525, 5526, 5527 & 5528, lying and situated in Mouza - Reckjouni, J.L.No. 13, Re. Sa. No. 198, Tenzi No. 341B/1, Pargana - Kalkata, P.S. Rajarhat, A.D.S.R.O. Rajarhat, New Town, within the limits of Rajarhat Bisnupur I Gram Panchayat, in the District North 24 Parganas, in development.

The said Utpal Kumar Pal gave proposal to the present Developer to develop the said demarcated plot, which is accepted by the present Developer on some terms and conditions accepted by both the parties and enumerated herein below.

- 5.2.1 **Free Title:** The Landowner further covenants that the Said Property as on the date hereof does not stand/exist under lien/pledge/mortgage/charge or custody of any third party in respect of any financial obligation to be disposed to the end of the Landowner and/or any person authorised by the Landowner in any manner whatsoever.

- 5.2.2 **Landowner has Marketable Title :** The right, title and interest of the Landowner in the said property is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and dispendences.
- 5.2.3 **Landowner to Ensure Continuing Marketability:** The Landowner shall ensure that title of the Landowner to the said Property continues to remain marketable and free from all encumbrances henceforth.
- 5.2.4 **No Requisition or Acquisition :** The said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise. All proceedings for requisition or acquisition of any authority in respect of the Said Property instituted in the past have been duly dealt with and stand nullified and mitigated as on this date.
- 5.2.5 **Landowner has Authority :** The Landowner has full right, power and authority to enter into this Agreement.
- 5.2.6 **Contiguity of Land :** The Landowner expressly and specifically covenants that the said Property existing in the title, Landownership and possession of the said Landowner is contiguous and connected in nature to each and every piece and parcel of the Said Property as delineated in the Map annexed hereto.
- 5.2.7 **Land owned on the basis of Inheritance and Gift :** The Landowner covenants that the said Property, the erstwhile Landowner whereof stand to have drawn his respective titles on the basis of inheritance as well as Deed of Gift as well as Purchas/Records of Right in his own name and/or his previous owners from whom he has possessed the land.
- 5.2.8 **No Prejudicial Act :** The Landowner has neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement. In case of any such act found to exist in course of the Development of the Said Project, the Landowner shall be liable to keep the said Property under lien of the Developer until the same is developed by the other sources advised by the Landowner.
- 5.3 **Developer's Representations:** The Developer have represented and warranted to the Landowner as follows:
- 5.3.1 **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.3.2 **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property, later alia by way of constructing the Project on the Said Property.

5.3.3 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

5.4 **Decision to Develop:** The Landowner decided to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing new residential cum commercial buildings i.e. Project.

5.5 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Landowner herein, final terms and conditions [superseding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.

5.6 **Area Calculation :**

Built Up Area/Locakable Area : Here Built up area/Locakable 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.

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

6. **Basic Understanding**

6.1 **Development of Said Property by Construction of Project:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of new residential cum commercial buildings thereon on co-venture basis, with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs.

6.2 **Nature and Use of Project:** The Project shall be in accordance with architectural plan (Building Plans) to be prepared by the Architect appointed by the Developer from time to time (Architect) and sanctioned by the concerned Panchayat/Municipality and other statutory authorities concerned with sanction (collectively Planning Authorities), as a ready-to-use residential cum commercial buildings with specified areas, amenities and facilities to be enjoyed in common.

7. **Appointment and Commencement**

7.1 **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Landowner hereby appoint the Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Landowner.

- 7.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

8. Sanction and Construction

- 8.1 **Sanction of Building Plans:** The Developer (as the agent of the Landowner but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, sanction of the Building Plans. In this regard it is clarified that (1) full potential of FAR of the Said Property shall be utilized for construction of the Project, (2) the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Occupancy Certificate) and (3) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer.
- 8.2 **Architect and Consultants:** The Landowner confirm that the Landowner has authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Landowner shall have no liability or responsibility.
- 8.3 **Construction of Project:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Landowner, demolish the existing building on the Said Property and construct, erect and complete the Project.
- 8.4 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that subject to Circumstances Of Force Majeure as mentioned below, the Developer shall complete the entire process of development of the Said Property and construct, erect and complete the Project within a period of 36 (thirty six) months from the date of signing of this Agreement. If the Developer will unable to handover possession of the Landowner's Allocation within the stipulated period, then the Developer will pay Rs. 10,000/- (Rupees Ten Thousand) only per month to the Landowner as demurrage charges.
- 8.5 **Building Materials:** The Developer shall be authorized in the name of the Landowner to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and fit outs and facilities allocable to the Landowner and required for the construction of the Project but under no circumstances the Landowner shall be responsible for the price/value, storage and quality of the building materials.
- 8.6 **Temporary Connections:** The Developer shall be authorized in the name of the Landowner to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.

8.7 **Modification :** Any amendment or modification to the Building Plans may be made or caused to be made by the Developer in consultation with the Landowner, within the permissible limits of the Planning Authorities.

8.8 **Co-operation by Landowner:** The Landowner shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Landowner shall provide all co-operations that may be necessary for successful completion of the Project. The Landowner shall give permissions and no objection certificates to amalgamate his plot with the neighbouring plots.

9. Possession and Alternative Accommodation

9.1 **Vacating by Landowner :** Simultaneously herewith, the Landowner has handed over khas, vacant and physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project.

10. Powers and Authorities:

10.1 The Landowner is executing this present Power of Attorney irrevocable 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, the Landowner hereby appointing, nominating and constituting Amitabh Roy, son of Sunil Kumar Roy, Director of Secumita Projects Pvt. Ltd., Developer herein, as his constituted attorney, to do, act and represent myself in my name and on my behalf, as follows :

(a) To appear and represent before the authorities of Rajarhat Bishnupur I No. Gram Panchayet, W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new building/s and do all the needful as per the terms and conditions mentioned in this present Development Agreement, for allotment/registration and sale of flats, shops, garage spaces of Developer's Allocation.

(b) To apply, obtain electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Developer/Attorney may think fit and proper.

(c) To manage and maintain the said premises including the building/s to be constructed thereon.

- (d) To sign, verify and file applications, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of said premises before Rajachar Bishnoperi No. Gram Panchayet 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/Municipal and other Statutory Taxes, Rates and charges in respect of the said land and premises on my behalf and in my name 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 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 Agreement for Development. To take finance/loan in their names (Developer's name) or in the name of intending purchaser/s from any financial concern by depositing and mortgaging flat/flats/shops/ garages from Developer's Allocation and to sign in the papers and documents for the said purpose. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and / or Deed of Conveyance and / or any other instruments and documents in respect of sale of flats/ s, shop/s, units and / or car parking spaces in the proposed building/s in favour of the intending purchaser/s relating to Developer's Allocation.
- (g) To receive the consideration money in cash or by cheque / draft from the intending purchaser or purchasers for booking of flat/s, shops/garages or units or car parking spaces relating to Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s.
- (h) To do all the needful according to the condition mentioned in this present Agreement for Development 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 Agreement for Development, 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 the said premises.
- (j) To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning the said premises or any part or portion thereof.
- (k) To sign, declare and / or affirm any Plaint, Written Statement, Petition, Affidavit, Verification, Volantnamu, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating in the said premises or in anyway connected therewith, arising out of the agreements and relating to the construction to be made in the premises.

(i) That Attorney/Developer will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale / Deeds of Conveyance in favour of any intending purchasers of Developer's Allocation.

(ii) For all or any of the purposes herein before stated and to appear and represent me before all concerned authorities having jurisdiction over the said premises as per the condition mentioned in the this present Agreement.

(iii) The Attorney/Developer will do the aforesaid acts, deeds and things regarding development of the land mentioned in the schedule of this present Development Agreement.

10.2 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Landowner hereby undertakes that he shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

11. Landowner's Consideration

11.1 **Landowner's Allocation:** The Landowner is and shall be entitled to get an area of 11500 sq.ft more or less of covered area of the Project and morefully described in the Second Schedule hereunder written.

12. Developer's Consideration

12.1 **Developer's Allocation:** The Developer shall be fully and completely entitled to get the balance area after deducting the landowner's allocation (as stated in the Clause No 11.1.) from the total covered area constructed in the project and Developer's Allocation is morefully described in the Third Schedule hereunder written.

13. Dealing with Respective Allocations

13.1 **Demarcation of Respective Allocations:** The parties have mutually agreed that on sanction of the Building Plans, the parties shall formally demarcate their respective allocation based on the Building Plans and the details of such demarcation shall be recorded in a separate instrument.

13.2 **Landowner's Allocation:** The Landowner shall be exclusively entitled to the Landowner's Allocation and the Landowner shall have the exclusive right to transfer or otherwise deal with the same in any manner the Landowner deems appropriate. However, any transfer of any part of the Landowner's Allocation shall be subject to the other provisions of this Agreement.

13.3 **Developer's Allocation:** The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems

appropriate, without any right, claim or interest therein whatsoever of the Landowner and the Landowner shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Landowner. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.

13.4 Transfer of Developer's Allocation: In consideration of the Developer constructing and handing over the Landowner's Allocation to the Landowner and meeting other obligations towards the Landowner, the Landowner shall execute deeds of conveyances of the undivided share in the land contained in the said Property and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned in Clause 10.2 above.

13.5 No Objection to Allocation: The Parties confirm that neither Party has any objection with regard to their respective allocations.

13.6 Cost of Transfer: The costs of the aforesaid conveyances of the Developer's Allocation including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Developer or the Transferees.

14. Panchayat/Municipal Taxes and outgoings

14.1 Relating to Period Prior to Date of Sanction of Building Plans: All Panchayat/Municipal rates, taxes, penalty, interest and outgoings (collectively Rates) on the said Property relating to the period prior to the date of sanction of the Building Plans shall be the liability of the Landowner and the same shall be borne, paid and discharged by the Landowner as and when called upon by the Developer, without raising any objection thereto.

14.2 Relating to Period After Sanction of Building Plans: As from the date of sanction of the Building Plans, the Developer shall be liable for the Rates in respect of the said Property and from the Possession Date, the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the Project.

15. Common Restrictions

15.1 Applicable to Both : The Landowner's Allocation and the Developer's Allocation in the Project shall be subject to the same restrictions as are applicable to multi-storied Landownership buildings, intended for common benefit of all occupiers of the Project.

16. Obligations of Developer

- 16.1 **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.
- 16.2 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the Project with the help of the Architect, professional bodies, contractors, etc.
- 16.3 **Commencement of Project:** The development of the said Property shall commence as per the Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Landowner having no responsibility in respect thereof in any manner whatsoever.
- 16.4 **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, service tax, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.
- 16.5 **Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project, including those from the Promoters Cell. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer. The Landowner shall grant all necessary power and authority to the Developer for obtaining sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project, including those from the Promoters Cell.
- 16.6 **No Violation of Law:** The Developer hereby agrees and covenants with the Landowner not to violate or contravene any provision of law, regulation or rule applicable to construction of the Project.

17. Obligations of Landowner

- 17.1 **Co-operation with Developer:** The Landowner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the said Property.
- 17.2 **Act in Good Faith:** The Landowner undertakes to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 17.3 **Documentation and Information:** The Landowner undertakes to provide the Developer with any and all documentation and information relating to the said Property as may be required by the Developer from time to time.

- 17.4 **No Obstruction in Dealing with Developer's Functions:** The Landowner covenants not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 17.5 **No Obstruction in Construction:** The Landowner covenants not to cause any interference or hindrance in the construction of the Project.
- 17.6 **No Dealing with Said Property:** The Landowner covenants not to let out, grant lease, mortgage and/or charge the said Property or any portions thereof save in the manner envisaged by this Agreement.
18. **Indemnity**
- 18.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Landowner saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Landowner in relation to the construction of the Project and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.
- 18.2 **By the Landowner:** The Landowner hereby indemnifies and agrees to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the said Property or any of the Representations of the Landowner being incorrect.
19. **Handover of title documents and possession for commencing construction:**
- 19.1 The Landowner doth hereby deliver to the Developer the copies of the related Record of Rights and deed.
- 19.2 The Landowner doth hereby also deliver to the Developer the said Property demarcated by tin boundary for the purpose of commencement of the Project.
20. **Limitation of Liability**
- 20.1 **No Indirect Loss:** Notwithstanding anything to the contrary herein, neither the Developer nor the Landowner shall be liable in any circumstances whatsoever to each other for any indirect or consequential loss suffered or incurred.

21. **Miscellaneous**

- 21.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 21.2 **Essence of Contracts:** In addition to time, the Landowner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 21.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.
- 21.4 **Valid Receipt:** The Landowner shall pass valid receipts for all amounts paid under this Agreement.
- 21.5 **No Partnership:** The Landowner and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the parties constitute an association of persons.
- 21.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 21.7 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Landowner. Further, various applications and other documents may be required to be made or signed by the Landowner relating to which specific provisions may not have been made herein. The Landowner hereby undertakes to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Landowner also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Landowner in terms of this Agreement.
- 21.8 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 21.9 **Taxation:** The Landowner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Landowner's Allocation and the Landowner shall be liable to make payment

of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

21.10 **Name of Project:** The name of the Project shall be decided by the Developer.

21.11 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said Property or any part thereof to the Developer by the Owner or as creating any right, title or interest therein in favour of the Developer except to develop the said Property in terms of this Agreement.

22. **Defaults**

22.1 **No Cancellations:** The landowner can not terminate this Agreement or rescind this contract.

23. **Force Majeure**

23.1 **Circumstances of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances Of Force Majeure**).

23.2 **No Default:** The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.

24. **Entire Agreement**

24.1 **Supereession:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions, correspondence and agreements between the Parties, oral or implied or written.

25. **Counterparts**

- 25.1 **All Originals:** This Agreement is being executed at the office of the Registration Authority and the Original hereof shall remain with the Developer while the Landowner shall be given a Certified Copy of the same and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties.

26. **Severance**

- 26.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

27. **Amendment/ Modification**

- 27.1 **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

28. **Notice**

- 28.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or registered post/ speed post with acknowledgement due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/ speed post, irrespective of refusal to accept service by the parties. The Landowner shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to each of the Landowner at the following addresses:

Landowner: Reckjuani, P.O. and P.S. Rajarhat, Kolkata - 700 135, District - 24 Pgs (N),

Developer: D-302, City Centre, DC Block, Salt Lake City, Kolkata - 700 064

29. Arbitration

29.1 **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, under the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Kolkata only and the language of the arbitration shall be English. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

30. Jurisdiction

30.1 **Courts:** In connection with the aforesaid arbitration proceedings, the District Court having territorial jurisdiction over the Said Land and the High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

31. Rules of Interpretation

31.1 **Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.

31.2 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

31.3 **Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.

31.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

- 31.5 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a Schedule or plan is a reference to a schedule or plan to this Agreement.
- 31.6 **Documents:** A reference to a document includes an amendment or supplement or replacement or revision of that document.
- 31.7 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall construed as illustrative and shall not limit the sense of the words preceding those terms.
- 31.8 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

[Description of Project Land]

ALL THAT piece and parcel of land measuring :

7 (Seven) Cottahs 9 (Nine) Chittacks 0 (Zero) sq.ft. more or less of Bagan land comprised in R.S./L.R. Dag No. 1249 under L.R. Khatian Nos. 5524, 5525, 5526, 5527 & 5528,

6 (Six) Cottahs 10 (Ten) Chittacks 22 (Twenty Two) sq.ft. more or less of Daba land comprised in R.S./L.R. Dag No. 1250 under L.R. Khatian Nos. 5524, 5525, 5526, 5527 & 5528,

0 (Zero) Cottah 12 (Twelve) Chittacks 23 (Twenty Three) sq.ft. more or less of Bagan land comprised in R.S./L.R. Dag No. 1252 under L.R. Khatian Nos. 5524, 5525, 5526, 5527 & 5528.

in total a demarcated plot of land measuring 15 (Fifteen) Cottahs be the same a little more or less in R.S./L.R. Dag Nos. 1249, 1250 & 1252 under L.R. Khatian Nos. 5524, 5525, 5526, 5527 & 5528, lying and situated in Mouza - Reekjoani, J.L.No. 13, Re. Sa. No. 198, Taluq. No. 341B/1, Pargana -

Kalikata, P.S. Rajarhat, A.D.N.R.O. Rajarhat, New Town, within the limits of Rajarhat Bisnupur I Gram Panchayat, in the District North 24 Parganas, West Bengal. The land is butted and bounded as follows :-

ON THE NORTH	:-	Approx. 20 ft. Wide Panchayat Road.
ON THE SOUTH	:-	R.S. Dag No. 1268.
ON THE EAST	:-	6 ft. Wide Common Passage and R.S. Dag Nos. 1247 & 1249 (P).
ON THE WEST	:-	Pijush Pal & Others and Asit Pal & Others and R.S. Dag Nos. 1251 & 1252 (P).

Together with all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of whatsoever or howsoever nature of the Owner in the said property.

THE SECOND SCHEDULE ABOVE REFERRED TO

[Description of Landowner's Allocation]

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

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

1. The Landowner will get an area in total measuring 11500 sq.ft more or less of covered area including garage areas of the Project on to be constructed by the developer in the land morefully described in the First Schedule hereinabove written.

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

2. The Landowner will also get Rs. 5,00,000/- (Rupees Five Lakh) only as refundable/adjustable security deposit to be payable by the Developer at the time of signing and executing of this present Agreement. The amount will be refunded by the Landowner on or before handing over possession to the Landowner.
3. It is settled in between the parties that if the Developer will construct any further/additional floors over G+4 storied building, then the Landowner will get 2200 sq.ft. more or less of covered area on the said each further/additional floors of the proposed building.

4. It is also settled that except the Landowner's Allocation as described above, the Landowner will not get any area for the construction of the multi storied building, or to be constructed by the present Developer on the land of the present owner. The other areas will be the exclusive treated as Developer's Allocation.
5. The Flats will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.
6. The Landowner give permission to amalgamate the land with his neighbour's plot of land. The area of Landowner's Allocation receivable by the Landowner as described above will be calculated on the basis of the proportionate holding by the owner on the project land.

It is further agreed that the Developer shall provide the following amenities in the earmarked apartments within the Owner's Allocation:

- a. 4 (Four) light points, 1 (one) fan point and 1 (one) 15 amp plug point in all rooms including dining room and 1 (one) Cable Point & 1 (one) telephone point in dining room.
- b. 1 (one) air condition point and 1 (one) cable connection point in the master bedroom.
- c. 1 (one) geyser point in master toilet.
- d. 3 (three) 15 amp plug points, 3 (three) electric panels with a plug point in the Kitchen.
- e. Inverter installation electric Point within the earmarked apartments.
- f. Generator facility and electric meter for the earmarked apartments free of cost. In the event the respective Owners/Landlady transfer any portion of the Owners' Allocation to new Purchasers, the Developer shall be at liberty to recover the costs of Generator facility and electric meter from the said new Purchasers.
- g. Collapsible Gate in the earmarked apartments.
- h. MS Grill in windows in the earmarked apartments.

THE THIRD SCHEDULE ABOVE REFERRED TO

[Developer's Allocation]

DEVELOPER'S ALLOCATION : Shall mean all the remaining portion of the entire constructed building (excluding Landowner's Allocation as described above) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser / purchasers transferees, 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.

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. Pinaki Bhattacharya
D-302, City Centre
Salt Lake
Kolkata - 700 064

2. Paribesh Pal.
Rajabhat
Redhyanai
24 P. G. S. (W)

Upal Kumar Pal.

Upal Kumar Pal

Landowner

Drafted By :

Pinaki Chatterjee
Adv. 11/05/2011

For Pinaki Chatterjee & Associates,

Advocates,

Singha Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 157

Ph: 2570 8471.

Composed By :

Gopa Dasgupta
Gopa Dasgupta,

Teghoria Main Road,

Kolkata - 700 157

A.R.

Amitabh Roy

Director of

Soumitra Projects Pvt. Ltd.

Developer

MONEY RECEIPT

Received on or before the date of execution of this present Development Agreement, Rs. 5,00,000/- (Rupees Five Lakh) only from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

Witnesses :-

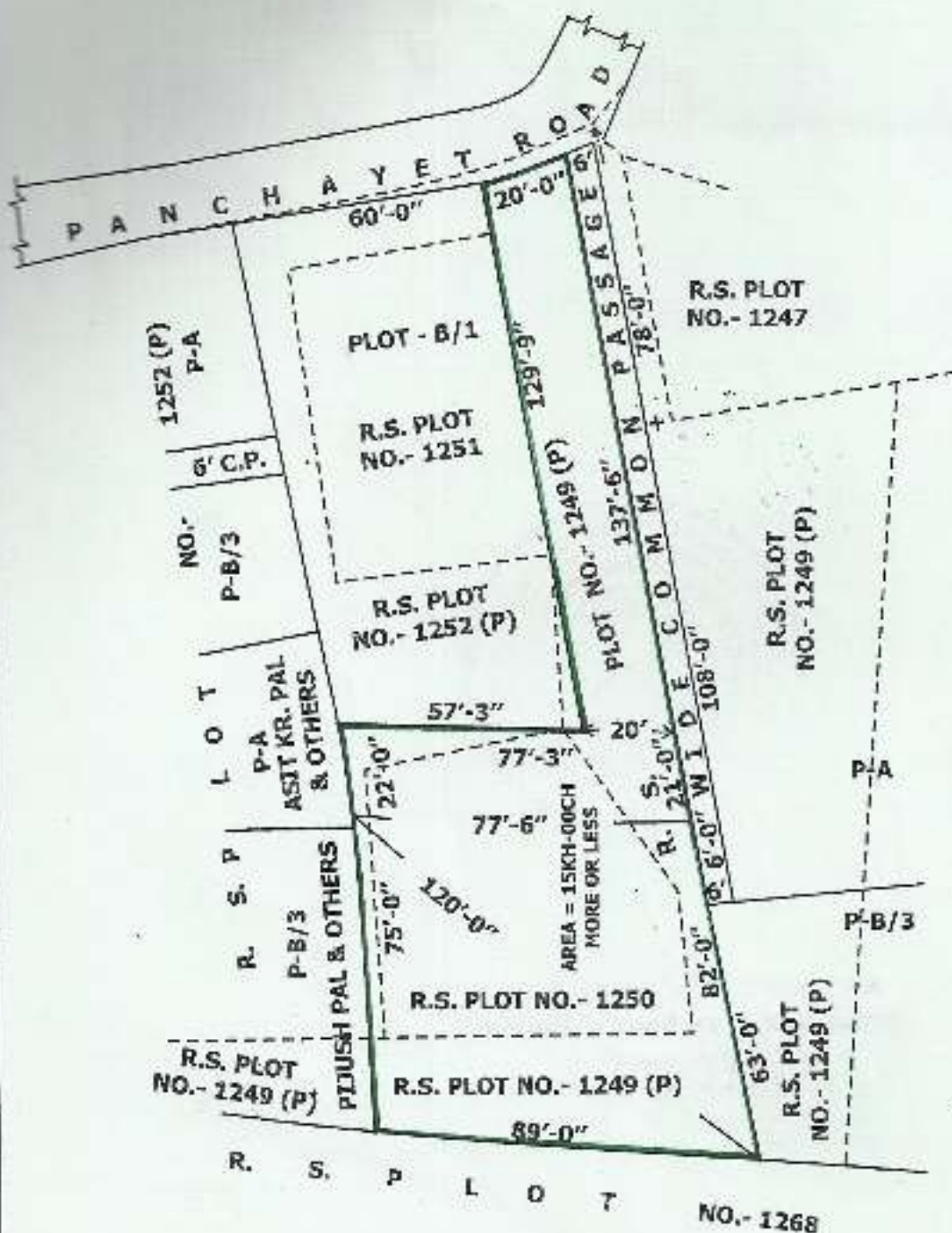
1. *Purnima Mishra*
2. *Govind Singh Pal*

Utpal Kumar Pal
Utpal Kumar Pal

Landowner

LAND OWNER : UTPAL KUMAR PAL

DEVELOPER : SOUMITA PROJECT PVT. LTD.



DEVELOPER'S SIGNATURE


Director

Sourmita Projects Pvt. Ltd.

PLOT COL	REFERENCE	AREA IN		
		KH	CH	SFT
	R. S. DAG NO. 1249 (P)	07	09	00
	R. S. DAG NO. 1250	06	10	22
	R. S. DAG NO. 1252 (P)	00	12	23
TOTAL LAND OF AREA		15	00	00

MORE OR LESS

Walter Kerner, Sr.
LAND OWNER'S SIGNATURE

COPIED BY
SK. R. ALI
REGD. NO. 15522
RAJAHMATH

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

UNDER RULE 44A OF THE I.R. ACT 1938
N.B. - L.H. BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS



LH.

RH.

Uttar Kumar Pat.

ATTESTED:

Uttar Kumar Pat.



LH.

RH.

ATTESTED:

Uttar Kumar Pat.

LH.

RH.

ATTESTED:

LH.

RH.

ATTESTED:

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. RAJARHAT, District- North 24-Parganas
Signature / LTI Sheet of Serial No. 15327 / 2013, Deed No. (Book - I , 14176/2013)

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Utpal Kr Pal Reckjoani, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135	 16/12/2013	 LTI 16/12/2013	Utpal Kumar Pal. 16/12/2013

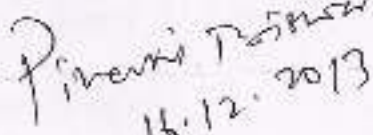
II. Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Utpal Kr Pal Address:-Reckjoani, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135	Self	 16/12/2013	 LTI 16/12/2013	Utpal Kumar Pal.
2	Amitabh Roy Address:-B-302 City Centre Salt Lake D C Block, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700064	Confirming Party	 16/12/2013	 LTI 16/12/2013	

Name of Identifier of above Person(s)

P. Biswas
B-302 City Centre Salt Lake, District:-North
24-Parganas, WEST BENGAL, India, Pin :-700064

Signature of Identifier with Date


16.12.2013


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

16 DEC 2013 (Debasish Dhar)
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT



**Government Of West Bengal
Office Of the A.D.S.R. RAJARHAT
District:-North 24-Parganas**

**Endorsement For Deed Number : I - 14176 of 2013
(Serial No. 15327 of 2013 and Query No. 1523L000025785 of 2013)**

On 16/12/2013

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 : 4, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount by Draft

Rs. 5510/- is paid , by the draft number 279726, Draft Date 16/12/2013, Bank Name State Bank of India, TEGHORIA RAGHUNATHPUR, received on 16/12/2013

(Under Article : B = 5489/- ,E = 21/- on 16/12/2013)

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.-67,08,638/-

Certified that the required stamp duty of this document is Rs.- 10021 /- and the Stamp duty paid as: Impresive Rs.- 100/-

Deficit stamp duty

Deficit stamp duty Rs. 9921/- is paid , by the draft number 279725, Draft Date 16/12/2013, Bank : State Bank of India, TEGHORIA RAGHUNATHPUR, received on 16/12/2013

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

Presented for registration at 13.55 hrs on :16/12/2013, at the Office of the A.D.S.R. RAJARHAT by Utpal Kr Pal , one of the Executants.

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

Execution is admitted on 16/12/2013 by

1. Utpal Kr Pal, son of Lt Hajarilal Pal , Reckjoani, Thana:-Rajarhat, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700135, By Caste Hindu, By Profession : Business
2. Amitabh Roy
Director, Soumita Projects Pvt Ltd, B -302 City Centre Salt Lake D C Block, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700064.
By Profession : Business

Identified By P Biswas, son of Lt N Ch Biswas, D-302 City Centre Salt Lake, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700064, By Caste: Hindu, By Profession: Service.

(Debasish Dhar)
Additional District Sub-Registrar

**Additional District Sub-Registrar
Rajarhat, New Town, North 24 Parganas.**

16 DEC 2013 (Debasish Dhar)
Additional District Sub-Registrar

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 20
Page from 11916 to 11946
being No 14176 for the year 2013.




(Debasish Dhar) 16-December-2013
Additional District Sub-Registrar
Office of the A.D.S.R. RAJARHAT
West Bengal

DATED THE DAY OF 2013

DEVELOPMENT AGREEMENT

BETWEEN

Utpal Kumar Pal

Landowner

Sourmita Projects Pvt. Ltd.

Developer

Drafted By

Pinaki Chattopadhyay & Associates

Advocates

Sangita Apartment, Ground Floor

Teghoria Main Road

Kolkata - 700 157

Ph. : 3570 8454

Composed By

Gopin Dasgupta

Teghoria Main Road

Kolkata - 700 157