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 Certified that the Document is admitted to Registration. The Signature Sheet and the Endorsement sheets attached to this document are the part of this Document.

Additional Registrar
 of Assurances-IV, Kolkata

DEVELOPMENT AGREEMENT

17 AUG 2022

THIS DEVELOPMENT AGREEMENT has been made on the 17th day of August in the Christian Era, Two Thousand and Twenty-Two (2022), in the city of Kolkata, India

BETWEEN

(1) **SHRI SHIBAJI NASKAR** (PAN: BGUPN9339J; AADHAR: 8890 2279 4216), son of Late Kamal Krishna Naskar, by faith - Hindu, by occupation - Business, residing at Brijji Purba Naskar Para, Garia, Srirampur, District - 24 Parganas (South), K.M.C. Ward No. - 110, Kolkata, West Bengal - 700084; and, (2) **SMT. SABITA MONDAL** (PAN: DQMPM1448H; AADHAR: 5399 4417 4942), daughter of Late Kamal Krishna Naskar, by faith - Hindu, by occupation - Housewife, residing at 235, Brijji Road, Purba Para, Garia, Srirampur, District - 24 Parganas (South), K.M.C. Ward No. - 110, Kolkata, West Bengal - 700084, hereinafter collectively called and referred to as the **LANDOWNERS/FIRST-**

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Additional Registrar of
 Assurances-IV, Kolkata

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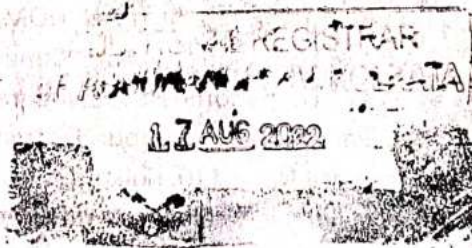
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PARTY (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include their heir(s), successor(s), executor(s), administrator(s), legal representative(s), and assign(s)) of the **FIRST PART**.

AND

AMBALIKA HOUSING PRIVATE LIMITED (PAN: AAGCA6074M), a company incorporated under the Part IX of the Companies Act, 1956, registered as Company (CIN: U70101WB2007PTC118982), having its Principal Place of Business at 1216, Madurdaha, P.O. – Madurdaha, P.S. – Anandapur, Kolkata, West Bengal – 700 107, represented by one of its directors, **SHRI SACHIN PAIK (PAN: AGTPP5512B; AADHAR: 3308 1084 7907)** son of Late Bimal Paik, by faith – Hindu, by occupation – Business, residing at 62, Hossenpur, P.O. – Madurdaha, P.S. - Tiljala, Kolkata, West Bengal – 700 107, hereinafter called and referred to as the **DEVELOPER/SECOND-PARTY** (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include his/its heir(s), successor(s), executor(s), administrator(s), legal representative(s), and assign(s)) of the **SECOND PART**.

The "**LANDOWNERS**" and the "**DEVELOPER**" are hereinafter collectively referred to as the "**PARTIES**" and individually as a "**PARTY**".

WHEREAS, one Kamal Krishna Naskar, since deceased, was the recorded occupier and possessor of **ALL THAT** piece or parcel of land containing an area of 41 Decimals, more or less comprised in R.S. Dag No. 742, under R.S. Khatian No. 365, corresponding to L.R. Dag No. 742, L.R. Khatian Nos. 686 and 687, in Mouza – Brijji, P.S. – Formerly Jadavpur, Now Patuli, J.L. No. – 027, Revenue Survey No. – 1, Touzi No. – 1344/2862, in the District of South 24 Parganas (more fully and particularly described in the Schedule hereunder and hereinafter referred to as the "**SAID LAND**" OR "**SAID PREMISES**"), and the said Kamal Krishna Naskar, since deceased, had acquired the right, title and interest of the entirety of the said land as its sole and absolute owner in accordance with the law of adverse possession after occupying and possessing the said land for more than twelve years.

AND WHEREAS, the said Kamal Krishna Naskar died Intestate on August 05, 1972, leaving behind his wife – Beraj Naskar, his only son – Shribaji Naskar, the Landowner No. 1 herein, and his only daughter, Smt. Sabita Mondal, the Landowner No. 2 herein, as his only legal heirs and/or successors of all his movable and immovable properties.

AND WHEREAS, the said Beraj Naskar died intestate on June 16, 1984, leaving behind her son – Shibaji Naskar, the Landowner No. 1 herein, and his only daughter, Smt. Sabita Mondal, the Landowner No. 2 herein, as her only legal heirs and/or successors of all her movable and immovable properties.

AND WHEREAS, in accordance with The Hindu Succession Act, 1956, the Landowners herein, as the absolute and undisputed owners, were jointly seized and possessed of and/or otherwise well and sufficiently entitled to the entirety of the said land, free from all encumbrances, each having one equal half share in the said land.

AND WHEREAS, the Landowner No. 2 herein executed a Deed of Gift, dated August 09, 2017, in favour of the Landowner No. 1 herein, in respect of an undivided piece or parcel of land, containing an area of 6 Cottahs and 4 Chittaks, more or less, from her undivided one equal half share and/or portion in the said land, and this Deed of Gift is registered at the Office of the Additional District Sub-Registrar, Alipore, West Bengal, and recorded in Book No. I, Volume No. 1605-2017 Pages from 135814 to 135835, Being No. 160504998, for the year 2017.

AND WHEREAS, after the execution of the above-mentioned Deed of Gift, dated August 09, 2017, the Landowners herein, as the absolute and undisputed owners, were jointly seized and possessed of and/or otherwise well and sufficiently entitled to the entirety of the said land, free from all encumbrances, with the Landowner No. 1 having an undivided 75.17% share in the said land and the Landowner No. 2 having an undivided 24.83% share in the said land.

AND WHEREAS, the Landowners are desirous of developing the said land by constructing new multi-storied residential/commercial/mixed-occupancy building(s) as per the building plans to be sanctioned by the Kolkata Municipal Corporation, but they have realized that they neither have the financial capacity nor enough experience in the real estate development business required to develop the multi-storied residential/commercial/mixed-occupancy building(s) on the said land. As a result, they have approached the Developer/Second-Party herein with the intention to grant the exclusive right of development of the Said Land in its favour.

AND WHEREAS, the Developer/Second-Party herein, being keenly interested to develop new multi-storied building(s) on the said land for financial gain, negotiated the terms, conditions and considerations with the Landowners/First-Party herein in respect of the development of the Said Land, and these terms, conditions and considerations are more fully mentioned and described hereinafter.

AND WHEREAS, the Landowners/First-Party and the Developer/Second-Party have mutually agreed to enter into this DEVELOPMENT AGREEMENT to construct new multi-storied residential/commercial/mixed-occupancy building(s) on the said land in accordance with the building plans to be sanctioned by the Kolkata Municipal Corporation, subject to the terms and conditions mentioned hereinafter.

AND WHEREAS, one Shri Jayanta Nath, son of Late Anil Chandra Nath, and one Shri Raunak Nath, son of the said Jayanta Nath, both by faith – Hindu, both by occupation – Business, both residing at 11/5, Jugipara Road, P.S. Dum Dum, P.O. Dum Dum, Kolkata, West Bengal – 700 028, have jointly been possessing and occupying approximately 6.5 Cottahs land on the North-Eastern part and/or portion of the Said Land, and the Developer/Second-Party has already negotiated and finalized the terms, conditions and monetary considerations for the absolute surrender and/or release of the aforementioned occupiers' occupancy rights and interest in respect of the entirety of the Said Land vide an Agreement for Surrender dated August 17, 2022. The Developer/Second-Party shall solely be responsible and/or liable to eject the aforementioned occupiers from the Said Land at its own costs/expenses.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED, REPRESENTED, WARRANTED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE: II – DEFINITIONS

- 2.1 **LANDOWNERS** shall mean (1) **SHRI SHIBAJI NASKAR** (PAN: BGUPN9339J; AADHAR: 8890 2279 4216), son of Late Kamal Krishna Naskar, by faith - Hindu, by occupation – Business, residing at Brijji Purba Naskar Para, Garia, Srirampur, District – 24 Parganas (South), K.M.C. Ward No. – 110, Kolkata, West Bengal – 700084; and, (2) **SMT. SABITA MONDAL** (PAN: DQMPPM1448H; AADHAR: 5399 4417 4942), daughter of Late Kamal Krishna Naskar, by faith - Hindu, by occupation – Housewife, residing at 235, Brijji Road, Purba Para, Garia, Srirampur, District – 24 Parganas (South), K.M.C. Ward No. – 110, Kolkata, West Bengal – 700084, and their heir(s), successor(s), executor(s), administrator(s), legal representative(s), and assign(s).
- 2.2 **DEVELOPER** shall mean **AMBALIKA HOUSING PRIVATE LIMITED** (PAN: AAGCA6074M), a company incorporated under the Part IX of the Companies Act, 1956, registered as Company (CIN: U70101WB2007PTC118982), having its Principal Place of Business at 1216, Madurdaha, P.O. – Madurdaha, P.S. – Anandapur, Kolkata, West Bengal – 700 107, represented by one of its directors, **SHRI SACHIN PAIK** (PAN: AGTPP5512B; AADHAR: 3308 1084 7907) son of Late Bimal Paik, by faith – Hindu, by

occupation – Business, residing at 62, Hossenpur, P.O. – Madurdaha, P.S. - Tiljala, Kolkata, West Bengal – 700 107, and its executor(s), administrator(s), legal representative(s), and assign(s).

- 2.3 **PREMISES/PROPERTY/SAID LAND** shall mean ALL THAT piece or parcel of land, containing an area of 41 Decimals, more or less, comprised in L.R. Dag No. 742, L.R. Khatian Nos. 686 and 687, corresponding to R.S. Dag No. 742, under R.S. Khatian No. 365, in Mouza – Brijji, P.S. – Formerly Jadavpur, Now Patuli, J.L. No. – 027, Revenue Survey No. – 1, Touzi No. – 1344/2862, District - South 24 Parganas (Formerly, 24 Parganas), bearing Kolkata Municipal Corporation Premises No. 135, Brijji Road (Assessee No. 311100403953), P.S. – Patuli, P.O. – Garia SO South 24 Parganas, under K.M.C. Ward No. 110, Kolkata, West Bengal - 700084 (more elaborately mentioned and described in the **FIRST SCHEDULE** written hereunder).
- 2.4 **DEVELOPMENT AGREEMENT** shall mean this agreement.
- 2.5 **NEW BUILDING(S)** shall mean the new multi-storied residential/commercial/mixed-occupancy building(s) to be constructed, erected and completed by the Developer on the said land in accordance with the building plans to be sanctioned by the Kolkata Municipal Corporation.
- 2.6 **FLAT(S)/APARTMENT(S)/UNIT(S)** shall mean the various flats/apartments/units in the new multi-storied building(s) on the said land, that would ultimately be used by the various owners of those flats/apartments/units for residential purpose on freehold basis.
- 2.7 **SHOP(S)** shall mean the shop(s) in the new multi-storied building(s) on the said land, that would ultimately be used by the various owner(s) of that/those shop(s) for commercial purpose on freehold basis.
- 2.8 **OFFICE SPACE(S)** shall mean the office spaces in the new multi-storied building(s) on the said land, that would ultimately be used by the various owners of those office spaces for commercial purposes on a freehold basis.
- 2.9 **PROJECT** shall mean the residential/commercial/mixed-occupancy project to be undertaken for construction by the Developer on the said land in accordance with the terms and conditions of this Development Agreement, that would be ultimately

transferred to the various intending buyers of the flats/apartments/units and/or showrooms and/or office spaces and/or car parking spaces on a freehold basis.

- 2.10 **CAR PARKING SPACE(S)** shall mean all the spaces either at the basement level or at the ground floor level, either open or covered or multi-levelled, for the purpose of parking motor cars/vehicles.
- 2.11 **COMMON AREAS AND AMENITIES** shall mean the common areas and amenities of the said new building(s), that include, but are not restricted to, corridors, stairways, elevators, common lavatories, underground water reservoir, overhead PVC water tank, water pump and motor, common electricity and electric room, to be used in common by all the owners and occupiers of the said project.
- 2.12 **COMMON ROOF** shall mean the divided and demarcated portion of the ultimate roof(s), if any, of the new multi-storied building(s) that shall remain for common use and enjoyment of all the owners and occupiers of the said new building(s).
- 2.13 **ARCHITECT** shall mean such person(s) or firm(s) who would be appointed by the Developer for designing, planning and preparing the building plan(s) of the new building(s) on the said land.
- 2.14 **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the initiation, execution, completion and occupation of the development on the said land.
- 2.15 **INTENDING BUYER(S)** shall mean the person(s)/individual(s)/firm(s)/company(ies)/LLP(s) intending to acquire the various flat(s)/apartment(s)/unit(s) and/or showroom(s) and/or office space(s) and/or car parking space(s) on freehold basis in the said new building(s).
- 2.16 **BUILDING PLAN(S)** shall mean such plan(s) to be sanctioned by the Kolkata Municipal Corporation and/or such plan(s) to be prepared by the Architect for the construction of the said new building(s) on the said land.

2.17 **PROFESSIONAL TEAM** shall mean the Architect(s), Structural Engineer(s), Electrical Engineer(s), Surveyor(s) and/or such other professional(s) engaged and/or contracted by the Developer from time to time.

2.18 **SPECIFICATIONS FOR RESIDENTIAL AREA** shall mean the specifications with which the said flats/apartments/units in the said new building(s) shall be constructed, erected and completed (details mentioned in the **THIRD SCHEDULE** hereunder).

2.19 **SPECIFICATIONS FOR COMMERCIAL AREA** shall mean the specifications with which the said showrooms and the said office spaces in the said new building(s) shall be constructed, erected and completed (details mentioned in the **FOURTH SCHEDULE** hereunder).

ARTICLE: III – COMMENCEMENT

This Development Agreement shall be deemed to be commenced on and with effect from the date of signing this Agreement.

ARTICLE: IV – LANDOWNERS'/FIRST PARTY'S REPRESENTATIONS AND WARRANTIES

Prior to entering into this Development Agreement, the Landowners have represented, warranted and assured the Developer as follows:

RIGHTS OF THE LANDOWNERS: The landowners herein are the absolute and undisputed owners of and/or otherwise well and sufficiently entitled to the said land by virtue of inheritance in accordance with The Hindu Succession Act, 1956.

MARKETABLE TITLE OF THE LANDOWNERS: The said land is free from all encumbrances, charges, liens, lis pendens, attachments, trusts, claims, demands, mortgages, Wakfs, debentures, debts, uses, executions, liabilities, prohibitions, restrictions, leases, tenancies, licenses, requisitions, acquisitions and alignments, etc., whatsoever and howsoever.

LANDOWNERS TO ENSURE CONTINUING MARKETABILITY: The landowners shall ensure that their right, title and interest regarding the said land continue to remain good and marketable and free from all encumbrances whatsoever till this Development Agreement stands valid.

FREE FROM ACQUISITION OR REQUISITION: No part or portion of the said land is subject to or affected by any notice of acquisition and/or requisition under any law for the time being in force and/or the subject matter of alignment, either by the Government of West Bengal or by the Government of India, or the Kolkata Municipal Corporation, or any other authority or authorities appointed by the Central and State Governments.

ABSOLUTE POSSESSION: The landowners are in lawful vacant physical khas possession of the entirety of the said land, and no person/persons is/are in occupation of the said property either as a tenant or otherwise, nor any other person/persons has/have any right, title and interest over and in respect of the said land or any part of portion thereof.

NO PREJUDICE: The landowners have not 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.

MUTATION IN THE NAME OF THE LANDOWNERS: The said land has been duly mutated in the names of the Landowners in the Assessment and Inspection Books of the Kolkata Municipal Corporation and in the Latest Records of the Office of the B.L. & L.R.O. in respect of the said land.

NO LEGAL PROCEEDINGS: No suit or proceedings and/or any litigation is presently pending and/or instituted by any person claiming any right over and in respect of the said land or any part or portion thereof.

ARTICLE: V – DEVELOPER’S/SECOND PARTY’S REPRESENTATIONS AND WARRANTIES

ASSURANCE OF HIGH-QUALITY CONSTRUCTION: The Developer has assured the landowners that the new multi-storied residential/commercial/mixed-occupancy

building(s) that would be constructed on the said land will be of high class and quality.

RESOURCES OF THE DEVELOPER: The Developer has adequate financial resources at its command to undertake the development of the said land and has assured the landowners that the construction and execution of the said project will not suffer due to lack of funds.

DESIRE TO DEVELOP: The landowners have decided and are desirous of developing the said land. The landowners have negotiated with the Developer for the grant of right to the Developer for the development of the said land, for mutual benefit, by constructing new multi-storied residential/commercial/mixed-occupancy building(s) on the said land.

DEVELOPER TO INCUR COSTS: The Developer, at its own expense, shall bear all costs, charges and expenses whatsoever for the development of the said project on the said land in accordance with the terms and conditions mentioned hereinafter, including, but not limited to, the costs, charges, fees and expenses for site surveying, architectural planning and designing, landscaping, soil testing, structural analysis, sanctioning of building plans, entire execution of construction work and completion, and the landowners shall not be put to any expense, cost or charge whatsoever unless the same is expressly and categorically mentioned in this Development Agreement.

AGREEMENT BASED ON REPRESENTATIONS: Relying on the mutual representations of the respective parties to each other as aforesaid, believing the same to be true and correct and acting in good faith, in order to avoid any or all dispute(s) between the parties in future, the terms and conditions for the development of the said project are recorded in writing in the form of execution of this Development Agreement.

ARTICLE: VI – NON-REFUNDABLE DEPOSIT TO THE LANDOWNERS

In terms of the agreement between the Landowners and the Developer, it has been agreed that the Developer will deposit a total sum of Rs. 2,00,000/- (Rupees Two Lakhs only), on the date of the execution of this Development Agreement as **NON-REFUNDABLE DEPOSIT** (hereinafter referred to as the **DÉPOSIT AMOUNT**) in favour of the Landowners.

ARTICLE: VII – CONSTRUCTION

- 7.1 **Architects, Engineers and Consultants:** The Developer shall appoint the Architect(s), Engineers and other Consultants in connection with the construction work of the said Project. All costs, charges and expenses whatsoever in this regard, including the professional fees and supervision charges, shall be paid, discharged and borne by the Developer, except for the sum/amount/fees paid by the Developer, if any, for any addition and/or alteration to the landowners' allocation.
- 7.2 **Construction of the New Building(s):** The Developer shall, at its own costs, charges and expenses, construct, erect and complete the said new building(s) on the said land in accordance with the sanctioned building plan(s). The specifications for the common parts, portions, areas, facilities, amenities and utilities are fully and particularly mentioned in the **SECOND SCHEDULE** written hereunder. The specifications for the flats/apartments/units are fully and particularly mentioned and described in the **THIRD SCHEDULE** written hereunder. And, the specifications for the office spaces and showrooms are fully and particularly mentioned and described in the **FOURTH SCHEDULE** written hereunder.
- 7.3 The Developer shall be solely responsible to look after, supervise, manage and administer the progress and day-to-day work of construction of the said Project and shall not violate any Municipal or other statutory rules and laws and must abide by and observe the rules, procedures and practices usually followed in the construction of new buildings.
- 7.4 The Developer, while undertaking construction and completion of the said new building(s) on the said land, must ensure that there is no deviation in construction work from the sanctioned building plan(s) and shall keep the landowners harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings. All potential deviations must be approved by the Architect(s) and sanctioned or regularized by the Kolkata Municipal Corporation before the execution of any such deviation from the initial sanctioned building plan(s).
- 7.5 During the course of development of the said project, the Developer shall:
- a. remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction that might not be in accordance with the sanctioned plan(s) and has agreed to keep the landowners harmless and fully

indemnified from and against all costs, charges, claims, actions, suits and proceedings.

- b. remain responsible for any accident and/or mishap taking place while undertaking construction and completion of the said new building(s) on the said land and must keep the landowners harmless and fully indemnified from and against all costs, charges, claims, actions, suits, proceedings and all consequences whatsoever.
- c. comply and/or procure compliance with all statutes and all enforceable codes of practice of the Kolkata Municipal Corporation and/or other authorities affecting the development of the said Project.
- d. make proper provision for security of the said Premises during the course of development.
- e. not allow any person to encroach nor permit any encroachment by any person or persons into or upon the said Premises or any part or portion thereof.
- f. not commit any act that might impose or confer upon the landowners any financial liability or obligation in respect of the wrong done by the Developer at the said Premises.

7.6 The Developer hereby undertakes to keep the landowners indemnified against all third-party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the new multi-storied building(s) on the said land.

7.7 If any accident and/or mishap takes place during the construction work at the said Premises until the completion of the said new building(s) due to negligence of the Developer or the Architect or the Structural Engineer or the labourers or the contractors, any/all claim(s) shall be borne by the Developer, and the landowners shall be neither responsible nor liable to pay any such claim.

- 7.8 The landowners shall be entitled, from time to time, to inspect and verify the progress of development and/or construction work at the said Premises.
- 7.9 **Possession:** The landowners shall hand over peaceful vacant khas possession of the entirety of the said Premises on the date of execution of this Development Agreement.
- 7.10 **Time for Completion of Construction:** The said new building(s) at the said Premises shall be constructed, erected and completed by the Developer within **36 (Thirty-Six) Months** from the date of signing and executing this Development Agreement (hereinafter referred to as the **SCHEDULED COMPLETION DATE**).
- 7.11 **Common Parts, Portions, Areas, Facilities and Amenities:** The Developer shall provide and install in the said new building(s) the common parts, portions, areas, facilities, amenities and utilities, such as stairways, lifts, generators, fire-fighting apparatus, passages, driveways, common lavatories, air-conditioning in common lobbies, electric meter room, pump room, reservoir, overhead water tank, water pump and motor, water connection, internal drainage/sewage connection and all other facilities for the establishment, use, enjoyment, maintenance and management of the said new building(s) and common to all flats/apartments/units and/or office spaces and/or showrooms, as more fully and particularly mentioned and described in the SECOND SCHEDULE written hereunder. For electric connection to the flats/apartments/units and/or the office spaces and/or the showrooms in the said new building(s), the intending buyers /purchases/transferees shall pay the deposits demanded by the electricity supplying authority and other agencies, and the landowners shall also pay the same for the flats/apartments/units and/or the office space(s) from the Landowners' Allocation respectively on actuals. It is clarified that the Developer alone shall be entitled to receive/collect from all purchasers/transferees –
- a. All costs or expenses for obtaining electricity connection(s).
 - b. All deposits required to be made with the CESC or WBSEDCL or any other electric supply agency/authority.
 - c. Proportionate costs for LT connection charges, transformer, switchgear, cables and allied installations.

- d. Deposit for proportionate charges of maintenance, at the rate mutually agreed with the landowner, for a period of one year from the date of commencement of liability.
- e. Works Contract Tax, Service Tax and any other statutory levies.
- f. Deposit on account of sinking fund at the rate to be mutually decided by the Developer and the landowner.
- g. Legal Fees.
- h. Proportionate costs of the generator.
- i. Statutory and all other miscellaneous and incidental departmental costs, charges and expenses, as may be applicable, for taking appropriate steps in terms and in accordance with Rule 25 of the Kolkata Municipal Corporation Building Rules, 2009.
- j. All costs, charges and expenses incurred by the Developer for carrying out any additional civil or finishing work in the flats/apartments/units and/or the office space(s) and/or the showroom(s) at the written request of the purchasers/transferees.

7.12 Temporary Connections: The Developer shall be authorized in the name of the landowners 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 any existing electricity and/or water connection at the said Premises, subject to the payment of the utility charges, water taxes and other charges for the same, as may be applicable.

ARTICLE: VIII – COMMON RESTRICTIONS

For the beneficial use and enjoyment of the landowners' allocation but not otherwise, the landowners' allocation in the said new building(s) shall be subject to the same restrictions on transfer and use as are applicable to the Developer's allocation in the said new

building(s), intended for the common benefits of all the occupiers of the new building(s), that shall include, but are not limited to, the following:

- 8.1 Neither party shall use or permit use of the landowners' or the Developer's allocation in the said new building(s) or any part or portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose that may cause any nuisance or hazard to the other occupiers of the said new building(s).
- 8.2 Neither party shall demolish or permit demolition of any common wall or other structure in its/his/her/their respective allocation(s) or any part or portion thereof or make any structural alteration therein without the previous consent in writing of each other.
- 8.3 Neither party shall transfer or permit transfer of its/his respective allocation(s) or any part or portion thereof unless:
 - a. Such party shall have observed and performed all the terms and conditions on their respective parts to be observed and/or performed.
 - b. The proposed transferee(s) shall have given a written undertaking to be bound by the terms and conditions hereof and to duly and promptly pay all and whatsoever shall be payable in relation to the area in his/her/its/their possession.
- 8.4 All the parties shall abide by all the laws, by-laws, rules and regulations of the Government and the local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, by-laws, rules and regulations in respect of their respective allocations.
- 8.5 The respective buyers/purchases/transferees of the landowners' and the Developer's allocations shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances, floor and ceiling, etc., in the said new building(s) in good working condition and repair and in particular so as not to cause any damage to the said new building(s) or any part or portion thereof or any other space or accommodation therein and shall keep each other and/or the other occupiers of the said new building(s) indemnified from and against the consequences of any breach.

- 8.6 The parties hereto shall not do or cause or permit to be done any act or thing that may render void and voidable any insurance of the said new building(s) or any part or portion thereof, and the landowners and the Developer shall keep each other and the other occupiers of the said new building(s) absolutely harmless and indemnified from and against the consequences of any breach.
- 8.7 Neither party shall throw or accumulate any dirt, rubbish, water or refuse or permit the same to be thrown or accumulated in and/or around the said new building(s) or in the compounds, corridors or any other part or portion of the said new building(s).
- 8.8 No goods or other items shall be kept by the landowners or the Developer for display or otherwise in the corridors or other places of common use in the said new building(s) and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the said new building(s), and in case any such hindrance is caused, the landowners and the Developer shall be entitled to remove the same at the risks and cost of the defaulting party.
- 8.9 The landowners shall permit the Developer and its associates, employees and agents, with or without workmen and others, at all reasonable times with sufficient prior notice to enter into and upon the landowner's allocation for the purpose of maintenance or for repairing any part of the said new building(s) and/or for the purpose of re-building, cleaning, lighting and keeping in order and good condition any common facility and/or for the purpose of pulling down, maintaining, repairing and testing drains, gas, water pipes and/or electric wires and for any similar purpose, until the formation of the building owners' association and after that to the association.

ARTICLE: IX – LANDOWNERS' ALLOCATION

9.1 **LANDOWNERS' ALLOCATION** shall mean that –

- (a) 6 (Six) Numbers of 2-BHK flats/apartments on the different floors of the multi-storied building(s) to be constructed on the said land **AND** 1 (One) Number of 2-BHK flat/apartment on the ground floor of the multi-storied building(s) to be constructed on the said land **AND** 5 (Five) Numbers of 3-BHK flats/apartments on the different floors of the multi-storied building(s) to be constructed on the said land **AND** 1 (One) Number of 1-BHK flat/apartment on the first floor of the multi-storied building(s) to be

constructed on the said land, containing a total ^(COVERED) built up area of approximately 11,759 square feet.

- (b) 5 (Five) Numbers of Open Car Parking Spaces at the said land;
- (c) 2 (Two) Numbers of Shops, each containing a saleable area of approximately 150 Square Feet, on the Ground floor of the multi-storied building(s) to be constructed on the said land.

Rahul Bhatnagar

ARTICLE: X – DEVELOPER'S ALLOCATION

10.1 **DEVELOPER'S ALLOCATION** shall mean that –

- (a) ALL the remaining numbers of 1-BHK, 2- BHK and 3-BHK flats/apartments at the multi-storied building(s) to be constructed on the said land;
- (b) ALL the remaining numbers of Car Parking Spaces on the ground floor of the multi-storied building(s) to be constructed on the said land and in the remaining portion of the said land;
- (c) ALL the remaining numbers of Shops on the ground floor of the multi-storied building(s) to be constructed on the said land.

ARTICLE: XI – LANDOWNERS' OBLIGATIONS

11.1 **Documentation and Information:** The landowners undertake to provide the Developer with any and all documentation(s) and information relating to the said Premises as may be reasonably required by the Developer from time to time for the development of the said Project.

11.2 **No Obstruction in Dealing with Developer's Functions:** The landowners agree and covenant with the Developer to not do any act, deed, matter or thing whereby the

Developer may be obstructed or prevented from discharging its functions or taking any step(s) in accordance with this Development Agreement, as long as the Developer is not in default or breach of its obligations herein.

- 11.3 No Obstruction in Construction:** The landowners hereby agree and covenant with the Developer to not cause any interference or hindrance or do any act, deed, matter or thing whereby the Developer shall or may be prevented from constructing, erecting and/or completing the said new building(s) at the said Premises, subject to the Developer complying with the terms and conditions of this Development Agreement.
- 11.4 Not Create any Encumbrances:** The landowners hereby agree and covenant with the Developer to not let out, grant, lease, mortgage, transfer, alienate and/or charge the said Premises or any part or portion thereof without the consent in writing of the Developer during the period of subsistence of this Development Agreement.
- 11.5 Cooperation by the Landowners:** The landowners undertake to cooperate with the Developer for the development of the said Project at the said Premises and shall not indulge in any activity that may be detrimental to the development of the said Project and/or may affect the mutual interest of the parties. The landowners shall provide cooperation as and when required that may be necessary for successful completion of the said Project, as long as the Developer is not in default or breach of its obligations herein.
- 11.6 Adherence by Landowner:** The landowners have assured the Developer that they shall adhere to this Development Agreement and comply with its terms and conditions, as long as the Developer is not in default or breach of its obligations herein. Similarly, the Developer has assured the landowners that he/she/they shall adhere to this Development Agreement and comply with its terms and conditions, as long as the landowners are not in default or breach of their obligations herein.
- 11.7 Act in Good Faith:** The landowners undertake to act in good faith towards the Developer so that the said Project can be successfully executed and completed.
- 11.8 Right to Enjoy:** The landowners hereby undertake that the Developer and/or its nominee(s) shall be entitled to enjoy the Developer's allocation without any interference and/or disturbance.

ARTICLE: XII – DEVELOPER'S OBLIGATIONS

- 12.1 Planning, Designing and Development:** The Developer at its own costs shall be responsible for planning, designing and development of the new multi-storied building(s) at the said Premises with the help of Architect(s), Engineers and other professional and legal bodies.
- 12.2 Sanction for Construction:** Subject to the specific responsibilities mentioned in this Development Agreement, it shall be the responsibility of the Developer to obtain all approvals that are and may be required to execute the said Project. The expenses to be incurred for obtaining all such approvals and permissions, unless otherwise mentioned in this Agreement, shall be borne by the Developer.
- 12.3 Specifications:** The Developer shall use high-quality building materials as is provided in multi-storied residential/commercial/mixed-occupancy buildings in upscale localities in the city of Kolkata. The specifications are more fully and particularly mentioned and described in the **THIRD SCHEDULE** and the **FOURTH SCHEDULE** written hereunder.
- 12.4 Commencement of the Project:** The development of the said Project at the said Premises shall commence as per the specifications, sanctioned Building Plans, schemes, rules, regulations, by-laws and approvals of the Kolkata Municipal Corporation and other concerned authorities and/or government/local bodies.
- 12.5 Construction Costs to be Borne by the Developer:** The Developer shall construct the new multi-storied building(s) at the said Premises at its own costs, charges, expenses and responsibilities.
- 12.6 Completion of Development within the Scheduled Completion Date:** The Developer shall complete the entire process of development of the said Project within the said Scheduled Completion Date.
- 12.7 Compliance with Law:** The Developer hereby agrees and covenants with the landowners to comply with the provisions of all the laws applicable to the construction of the said new building(s) at the said Premises.

ARTICLE: XIII – MUNICIPAL TAXES AND OUTGOINGS

13.1 Taxes Post-Execution of this Development Agreement: From the date of signing this Development Agreement till the date of receiving the Completion Certificate from the Kolkata Municipal Corporation for the said Premises, the Developer, and not the landowners, shall be liable to pay municipal taxes and outgoings in respect of the said Premises to the Kolkata Municipal Corporation.

13.2 Taxes Post-Completion:

- i. After receiving the Completion Certificate from the Kolkata Municipal Corporation for the said Premises till handing over possession to all the buyers/purchasers/transferees of the flats/apartments/units and/or shops from the landowners' allocation, the landowners shall be liable to pay all municipal taxes and outgoings for those flats/apartments/units and/or shops.
- ii. The landowners shall be liable to continue paying all municipal taxes and outgoings for all unsold flats/apartments/units and/or shops from the landowners' allocation till the time those get sold and the buyers/purchasers/transferees of those particular flats/apartments/units and/or shops receive possession. If the landowners choose to retain any/a few of their unsold flats/apartments/units and/or shops for their personal use, the landowners shall be liable to permanently pay all municipal taxes and outgoings for those particular flats/apartments/units and/or shops.
- iii. Similarly, after receiving the Completion Certificate from the Kolkata Municipal Corporation for the said Premises till handing over possession to all the buyers/purchasers/transferees of the flats/apartments/units and/or shops and/or showrooms from the Developer's allocation, the Developer shall be liable to pay all municipal taxes and outgoings for those flats/apartments/units and/or shops and/or showrooms.
- iv. The Developer shall be liable to continue paying all municipal taxes and outgoings for all unsold flats/apartments/units and/or office spaces and/or showrooms from the Developer's allocation till the time those get sold and the buyers/purchasers/transferees of those particular flats/apartments/units and/or shops and/or showrooms receive possession. If the Developer chooses to retain any/some of its unsold flats/apartments/units and/or shops and/or showrooms

for any purpose whatsoever, the Developer shall be liable to permanently pay all municipal taxes and outgoings for those particular flats/apartments/units and/or shops and/or showrooms.

- v. The buyers/purchasers/transferees of all the flats/apartments/units and/or shops and/or showrooms from both the landowners' and the Developer's allocations in the said Project shall be liable to pay all municipal taxes and outgoings from the date of receiving possession of those flats/apartments/units and/or shops and/or showrooms.

ARTICLE: XIV – POSSESSION AND POST COMPLETION MAINTENANCE

14.1 **Notice of Completion:** Upon receiving the Completion Certificate from the Kolkata Municipal Corporation for the said Premises, the Developer shall provide a written notice to the landowners to conduct an inspection of the landowners' allocation, and after 30 (Thirty) days thereof shall give a second notice to the landowners to take possession. The landowners shall be obliged to take possession within 7 (Seven) days from the date of receiving the said second notice, and if the landowners do not take possession within 30 (Thirty) days from the date of receiving the said second notice without assigning any valid reason or cause, then it shall be deemed that the Developer has delivered possession of the landowners' allocation to the landowners.

14.2 Completion Certificate and Possession Dates and Rates:

- i. From the date of receiving the Completion Certificate from the Kolkata Municipal Corporation for the said Premises till handing over possession to all the buyers/purchasers/transferees of the flats/apartments/units and/or shops and/or showrooms, the landowners and the Developer shall be liable to pay all municipal taxes and outgoings for all the flats/apartments/units and/or shops and/or showrooms belonging to the Landowners' and the Developer's allocations respectively.
- ii. Both the parties shall be liable to continue paying all municipal taxes and outgoings for all unsold flats/apartments/units and/or shops and/or showrooms from their respective allocations till the time those get sold and the buyers/purchasers/transferees of those particular flats/apartments/units and/or shops and/or showrooms receive possession. If any/both party(ies)

choose(s) to retain any/a few of his/its unsold flat(s)/apartment(s)/unit(s) and/or shops and/or showrooms from his/its respective allocation(s) for personal use, the party(ies) shall be liable to permanently pay all municipal taxes and outgoings for those particular flats/apartments/units and/or shops and/or showrooms.

- iii. The buyers/purchasers/transferees of all the flats/apartments/units and/or shops and/or showrooms from both the Landowners' and the Developer's allocations in the said Project shall be liable to pay all municipal taxes and outgoings from the date of receiving possession of those flats/apartments/units and/or shops and/or showrooms and shall apply for and obtain mutation of his/her/its/their name(s) in the records of the Kolkata Municipal Corporation in respect of the flat(s)/apartment(s)/unit(s) and/or shop(s) and/or showroom(s) owned, held, used, occupied and enjoyed by him/her/it/them.

14.3 Punctual Payment and Mutual Indemnity: The parties shall punctually and regularly pay the rates for their respective allocations to the concerned authorities and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever, directly or indirectly, instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other.

14.4 Maintenance in Charge: The Developer shall frame a scheme for the management and administration of the new multi-storied building(s) at the said Premises and/or the common parts thereof, and the maintenance shall preferably be handed over to a professional agency appointed for the purpose. Both the parties herein and the buyers/purchasers/transferees of their respective allocations must abide by all the decisions taken by the Developer for the management of the common affairs of the said new building(s) and the overall said Premises. The Developer and the Landowners hereby give their consent to abide by all the rules and regulations of such Maintenance-in-Charge that will be similarly honoured and followed by the buyers/purchasers/transferees of the landowners' and the Developer's allocations.

14.5 Maintenance Charges: The Developer shall hand over the management and maintenance of the common portions and services of the said new building(s) to a professional agency that shall collect the costs and service charges thereof (hereinafter referred to as the **MAINTENANCE CHARGES**). It is clarified that the Maintenance Charges shall include the premium for the issuance of the new building(s), water, housekeeping, electricity, sanitation and scavenging charges and

also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment.

ARTICLE: XV – INDEMNITY

15.1 By the Developer: The Developer hereby indemnifies and undertakes to keep the landowners free, harmless and indemnified of, from and against all third-party claims, actions, losses and damages arising out of or caused by or suffered on account of any act, omission, breach, default or negligence by the Developer or its agent(s), Architect(s), Engineer(s), Contractor(s), Labourer(s), etc., and/or any person or persons working at the said Premises or engaged in the execution of the said Project or in course of or relating to the construction of the said new building(s) for a period of 1 (One) Year from the date of receiving the Completion Certificate from the Kolkata Municipal Corporation.

15.2 By the Landowners: The landowners hereby indemnify and undertake to keep the Developer free, harmless and indemnified of, from and against all losses, damages and/or liabilities (whether criminal or civil) suffered by the Developer in the course of implementing the said Project due to any successful claim by any third party for any defect in the title of the said land or any representations and warranties being incorrect by the landowners till the conveyancing of all the flats/apartments/units and/or office spaces and/or showrooms and/or car parking spaces from the Developer's Allocation is completed.

ARTICLE: XVI – FORCE MAJEURE

16.1 This Development Agreement is subject to standard Force Majeure conditions as set out hereunder.

Act of God, act of public enemy, blockade, bomb blast, bomb treat, destruction so subject matter of this Agreement, earthquake, plague, epidemic, pandemic, outbreaks of infectious disease(s) or any other public health crisis, embargo, explosion, fire, flood, government action, inaction or change in law, government acquisition or requisition, hurricane, tornado, inability due to government action or order of any court or tribunal, natural or artificial disaster, peril, danger or action at sea, power outage, riot, sabotage, severe weather, strike, terrorist act, war, any preventive order from any Court, state and/or central government(s),

Kolkata Municipal Corporation and other government or local bodies, and all other situations totally beyond the control of the parties hereto.

16.2 Saving Due to Force Majeure: If either party is delayed in or prevented from performing any of his/her/their/its obligations under this Development Agreement by any event of Force Majeure, that party shall inform the other party specifying the nature and extent of the circumstances giving rise to the event(s) of Force Majeure and shall, subject to such information, have no liability in respect of the performance of such of its/his obligations as are prevented by the event(s) of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that party, using all reasonable endeavours, to re-commence its/his affected operations in order to perform its/his obligations. The landowners, the Developer shall NOT be held responsible for any consequences or liabilities under this Development Agreement if prevented from performing the same by reason for Force Majeure. Neither party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

16.3 Reasonable Endeavours: The party or parties claiming to be prevented or delayed in the performance of any of its/his obligations under this Development Agreement by reason of an event of Force Majeure shall use all reasonable endeavours to bring the event of Force Majeure to a close or to find a solution by which this Agreement may be performed despite the continuance of the event of Force Majeure.

ARTICLE: XVII – ARBITRATION

Any dispute, controversy or claims among the parties hereto arising out of or relating to this Development Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall be composed of any person who shall be acceptable to all the parties. The place of arbitration shall be Kolkata and any award made, whether interim or final, shall be deemed for all purposes between the Parties to be made in Kolkata. The arbitral proceedings shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law. The Arbitrator shall have the right to proceed summarily and to make interim awards.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(SAID LAND)

ALL THAT piece or parcel of land, containing an area of **41 Decimals**, more or less, comprised in L.R. Dag No. 742, L.R. Khatian Nos. 686 and 687, corresponding to R.S. Dag No. 742, under R.S. Khatian No. 365, in Mouza – Brijji, P.S. – Formerly Jadavpur, Now Patuli, J.L. No. – 027, Revenue Survey No. – 1, Touzi No. – 1344/2862, District - South 24 Parganas (Formerly, 24 Parganas), bearing Kolkata Municipal Corporation Premises No. 135, Brijji Road (Assessee No. 311100403953), P.S. – Patuli, P.O. – Garia SO South 24 Parganas, under K.M.C. Ward No. 110, Kolkata, West Bengal – 700 084, which is butted and bounded as follows:

ON THE NORTH	:	25' Wide K.M.C. Road
ON THE SOUTH	:	R.S. Dag No. 700
ON THE EAST	:	Partly By 25' Wide K.M.C. Road AND Partly By Canal
ON THE WEST	:	Partly by R.S. Dag No. 699 AND Partly by R.S. Dag No. 700

THE SECOND SCHEDULE ABOVE REFERRED TO:
(COMMON PARTS, PORTIONS, AREAS, FACILITIES and AMENITIES)

1. Lobbies, paths, passages, driveways, staircases, staircase landings, landings, corridors, entrance and exits of the building(s).
2. Lifts, lift machinery and lift pits.
3. Common drains, sewers and pipes.
4. Common water reservoirs, water tanks and water pipes.
5. Wires and accessories for lighting of common areas of the building(s).
6. Pumps and motors.
7. Fire-fighting equipment in the building(s).
8. CCTV Surveillance System.
9. Lawn/landscaped area (in case of residential or mixed-occupancy building(s)).

10. Space for Electrical installation and Meter Room.
11. Any/all other installation(s) and/or facility(ies) determined and demarcated as **COMMON PARTS, PORTIONS, AREAS, FACILITIES and AMENITIES** by the Developer at its sole discretion.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(SPECIFICATIONS FOR RESIDENTIAL AREA IN CASE OF RESIDENTIAL/MIXED-OCCUPANCY BUILDING(S))

STRUCTURE:

- RCC Framed Structure with Slabs, Beams and Columns. Earthquake Resistant.

FLOORING:

- **Living Room:** 2'x2' Vitrified Tiles
- **Bedrooms:** 2'x2' Vitrified Tiles
- **Kitchen:** Anti-Skid Ceramic Tiles
- **Balcony:** 2'x2' Vitrified Tiles
- **Toilets:** Anti-Skid Ceramic Tiles

DOORS:

- **Main Entrance Door:** Laminated flush door.
- **Living Room, Bedrooms, Toilets and Kitchen Doors:** Flush doors.
- **Balcony Door:** Flush doors.

WINDOWS:

- **Living Room, Bedrooms and Kitchen:** Aluminium 2 Track Windows.
- **Toilets:** Aluminium Louver Windows.

TOILETS:

- Sanitary EWC (Neycer or equivalent).
- Faucets and Fittings (Neycer or equivalent).
- Facilities for exhaust fans in the toilets.

KITCHEN:

- Marble top cooking platform with one stainless steel sink.
- 2' high ceramic tiles with abundant kitchen shelves.

ELECTRICAL:

- Copper wiring throughout in concealed conduits with provision for adequate light points, charging points, plug points, fan points, television points, geyser points and exhaust points with modular switches.

WALL FINISH AND INTERIORS:

- Plaster of Paris finish on all interior walls.
- All common areas shall be painted with Acrylic Emulsion Paint.
- Anti-termite treatment on land and building plinth.

BALCONIES:

- MS railings in all balconies.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(SPECIFICATIONS FOR COMMERCIAL AREA IN CASE OF COMMERCIAL/MIXED-OCCUPANCY BUILDING(S))

STRUCTURE:

- RCC Framed Structure with Slabs, Beams and Columns. Earthquake Resistant.

FLOORING:

- Lobbies: Vitrified Tiles
- Units: Vitrified Tiles
- Toilets: Anti-Skid Tiles

UNIT MAIN DOOR:

- Rolling Shutter.

WALL FINISH:

- Plaster of Paris.

ELECTRICALS:

- Provided with main DB.
- **In All Shops:** Three Light Points, One Fan Point, One Air Conditioner Point and all other necessary plug points.

COMMUNICATION:

- Provision for easy communication wiring direct from the ground floor to each showroom and/or office space.
- CCTV Surveillance for maximum safety.
- Intercom facility to each office space and/or showroom connected to the reception/security.

WATER SUPPLY:

- Water supply provided by the Kolkata Municipal Corporation.

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

Handwritten signature



SIGNED, SEALED AND DELIVERED by the Landowners, SHRI SHIBAJI NASKAR AND SMT. SABITA MONDAL, dated August 17th, 2022, at Kolkata, India:

LTI O/S SABITA MONDAL
By the Pan & Kashin name.

LANDOWNERS

SIGNED, SEALED AND DELIVERED on behalf of the Developer, AMBALIKA HOUSING PVT. LTD., by one of its Directors, SHRI SACHIN PAIK, dated August 17th 2022, at Kolkata, India:

AMBALIKA HOUSING PVT. LTD.

Handwritten signature of Sachin Paik

Director

DEVELOPER

WITNESSES:

1. Milan Kr. Rungla
Kolkata

2. Kamini Debnath
S.S. 6 St. St
Ker. f

Readover & explain in vernacular language
STARTED BY
D. Saha
Ahr
High court Calcutta
ENR/110 - F/2053/2010

MEMO OF CONSIDERATION

1. **RECEIVED** a sum of Rs. 1,90,000/- (Rupees One Lakh and Ninety Thousand only) from **AMBALIKA HOUSING PRIVATE LIMITED** as per the terms and conditions documented in this Development Agreement in the following manner:

- Rs. 1,90,000/- (Rupees One Lakh and Ninety Thousand only) by **CHEQUE** (Paid in Favour Of: SHIBAJI NASKAR; Cheque No. 000727; Dated: August 17th, 2022; HDFC Bank – Kalikapur Branch; IFSC Code - HDFC0004014)



(SIGNATURE OF SHIBAJI NASKAR)

2. **RECEIVED** a sum of Rs. 10,000/- (Rupees Ten Thousand only) from **AMBALIKA HOUSING PRIVATE LIMITED** as per the terms and conditions documented in this Development Agreement in the following manner:

- Rs. 10,000/- (Rupees Ten Thousand only) by **CASH** (Paid in Favour Of: SABITA MONDAL; Dated: August 17th, 2022)



LTI OF SABITA MONDAL By the pen of Kanishk Jaisan

(SIGNATURE OF SABITA MONDAL)

WITNESSES:

1. Milan Rungte
Kolkate

2. Kanishk Jaisan



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN: 192022230096192448 Payment Mode: Online Payment (SBI Epay)
GRN Date: 11/08/2022 15:46:55 Bank/Gateway: SBICPay Payment Gateway
BRN : 7492705463319 BRN Date: 11/08/2022 15:47:49
Gateway Ref ID: 202222393465837 Method: State Bank of India New PG
Payment Status: Successful Payment Ref. No: 2002438910/1/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr SACHIN PAIK
Address: 62, HOSENPUR, TILJALA, SOUTH 24-PARGANAS
Mobile: 9830083414
Period From (dd/mm/yyyy): 11/08/2022
Period To (dd/mm/yyyy): 11/08/2022
Payment ID: 2002438910/1/2022
Dept Ref ID/DRN: 2002438910/1/2022

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002438910/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	39021
2	2002438910/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	65021
			Total	104042

IN WORDS: ONE LAKH FOUR THOUSAND FORTY TWO ONLY.

SPECIMEN FORM FOR TEN FINGERPRINTS



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME SHIBAJI NASKAR

Signature *Shibaji Naskar*



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

RTI of NAME SABITA MONDAL

Signature *By the pond Kanchik team*



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME SACHIN PALK

Signature *Sachin Palk*

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME

Signature

Major Information of the Deed



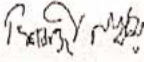
Deed No :	I-1904-13085/2022	Date of Registration	17/08/2022
Query No / Year	1904-2002438910/2022	Office where deed is registered	
Query Date	10/08/2022 11:43:34 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	P Pathak Thana : Posta, District : Kolkata, WEST BENGAL, Mobile No. : 9830083414, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]		
Set Forth value	Market Value		
	Rs. 2,89,85,484/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 65,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



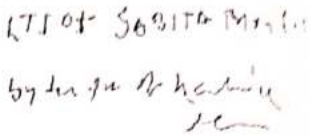
District: South 24-Parganas, P.S:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Brijji Road, ,
Premises No: 135, , Ward No: 110 Pin Code : 700084

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	41 Dec		2,89,85,484/-	Width of Approach Road: 25 Ft.,
Grand Total :				41Dec	0 /-	289,85,484 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri SHIBAJI NASKAR Son of Late Kamal Krishna Naskar Executed by: Self, Date of Execution: 17/08/2022 , Admitted by: Self, Date of Admission: 17/08/2022 ,Place : Office			
		17/08/2022	LTI 17/08/2022	17/08/2022



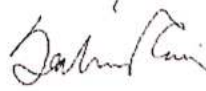


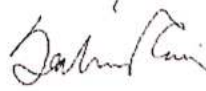


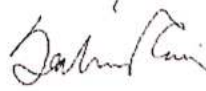
Brij Purba Naskar Para, City:- , P.O:- Garla, P.S:-Patull, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: bgxxxxxx9j, Aadhaar No: 88xxxxxxxx4216, Status :Individual, Executed by: Self, Date of Execution: 17/08/2022
 , Admitted by: Self, Date of Admission: 17/08/2022 ,Place : Office

2	Name	Photo	Finger Print	Signature
	Smt SABITA MONDAL Daughter of Late Kamal Krishna Naskar Executed by: Self, Date of Execution: 17/08/2022 , Admitted by: Self, Date of Admission: 17/08/2022 ,Place : Office	 17/08/2022	 LTI 17/08/2022	 17/08/2022
235, Brij Road, Purba Para, City:- , P.O:- Garia, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: dqxxxxxx8h, Aadhaar No: 53xxxxxxxx4942, Status :Individual, Executed by: Self, Date of Execution: 17/08/2022 , Admitted by: Self, Date of Admission: 17/08/2022 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	AMBALIKA HOUSING PRIVATE LIMITED 1216, Madurdaha, City:- , P.O:- Madurdaha, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 , PAN No.:: AAxxxxxx4M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI 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 SACHIN PAIK (Presentant) Son of Late Bimal Paik Date of Execution - 17/08/2022, , Admitted by: Self, Date of Admission: 17/08/2022, Place of Admission of Execution: Office </td> <td>  Aug 17 2022 3:37PM </td> <td>  LTI 17/08/2022 </td> <td>  17/08/2022 </td> </tr> </tbody> </table> <p>62, HOSENPUR, City:- , P.O:- MADURDAHA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: agxxxxxx2b, Aadhaar No: 33xxxxxxxx7907 Status : Representative, Representative of : AMBALIKA HOUSING PRIVATE LIMITED (as Director)</p>	Name	Photo	Finger Print	Signature	Mr SACHIN PAIK (Presentant) Son of Late Bimal Paik Date of Execution - 17/08/2022, , Admitted by: Self, Date of Admission: 17/08/2022, Place of Admission of Execution: Office	 Aug 17 2022 3:37PM	 LTI 17/08/2022	 17/08/2022
Name	Photo	Finger Print	Signature						
Mr SACHIN PAIK (Presentant) Son of Late Bimal Paik Date of Execution - 17/08/2022, , Admitted by: Self, Date of Admission: 17/08/2022, Place of Admission of Execution: Office	 Aug 17 2022 3:37PM	 LTI 17/08/2022	 17/08/2022						

Identifier Details :

Name	Photo	Finger Print	Signature
Mr KAUSHIK HOSSEN Son of Late Sanwar Ustagar 5, Sonar Gouranga Temple Street, City:- Kolkata, P.O:- Hatkhola, P.S:-Jorabagan, District:-Kolkata, West Bengal, India, PIN:- 700005			
	17/08/2022	17/08/2022	17/08/2022

Identifier Of Shri SHIBAJI NASKAR, Smt SABITA MONDAL, , Mr SACHIN PAIK

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri SHIBAJI NASKAR	AMBALIKA HOUSING PRIVATE LIMITED-20.5 Dec
2	Smt SABITA MONDAL	AMBALIKA HOUSING PRIVATE LIMITED-20.5 Dec

Endorsement For Deed Number : I - 190413085 / 2022

On 17-08-2022

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 17-08-2022, at the Office of the A.R.A. - IV KOLKATA by Mr SACHIN PAIK

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 2,89,85,484/-

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

Execution is admitted on 17/08/2022 by 1. Shri SHIBAJI NASKAR, Son of Late Kamal Krishna Naskar, Brijji Purba Naskar Para, P.O: Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu. by Profession Business, 2. Smt SABITA MONDAL, Daughter of Late Kamal Krishna Naskar, 235, Brijji Road, Purba Para, P.O: Garia, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession House wife

Indetified by Mr KAUSHIK HOSSEN, , , Son of Late Sanwar Ustagar , 5, Sonar Gouranga Temple Street, P.O: Hatkhola, Thana: Jorabagan, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700005, by caste Muslim, by profession Service

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

Execution is admitted on 17-08-2022 by Mr SACHIN PAIK, Director, AMBALIKA HOUSING PRIVATE LIMITED, 1216. Madurdaha, City:- , P.O:- Madurdaha, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700107

Indetified by Mr KAUSHIK HOSSEN, , , Son of Late Sanwar Ustagar , 5, Sonar Gouranga Temple Street, P.O: Hatkhola, Thana: Jorabagan, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700005, by caste Muslim, by profession Service


Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,105/- (B = Rs 2,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 65,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/08/2022 3:47PM with Govt. Ref. No: 192022230096192448 on 11-08-2022, Amount Rs: 65,021/-, Bank: SBI EPay (SBlePay), Ref. No. 7492705463319 on 11-08-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 1,000/-, by online = Rs 39,021/-

Description of Stamp
1. Stamp: Type: Impressed, Serial no 1641, Amount: Rs.1,000/-, Date of Purchase: 10/08/2022, Vendor name: M Dutta Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/08/2022 3:47PM with Govt. Ref. No: 192022230096192448 on 11-08-2022, Amount Rs: 39,021/-, Bank: SBI EPay (SBlePay), Ref. No. 7492705463319 on 11-08-2022, Head of Account 0030-02-103-003-02


Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2022, Page from 837827 to 837866

being No 190413085 for the year 2022.



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2022.08.20 16:20:11 +05:30
Reason: Digital Signing of Deed.

Mohul
(Mohul Mukhopadhyay) 2022/08/20 04:20:11 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)