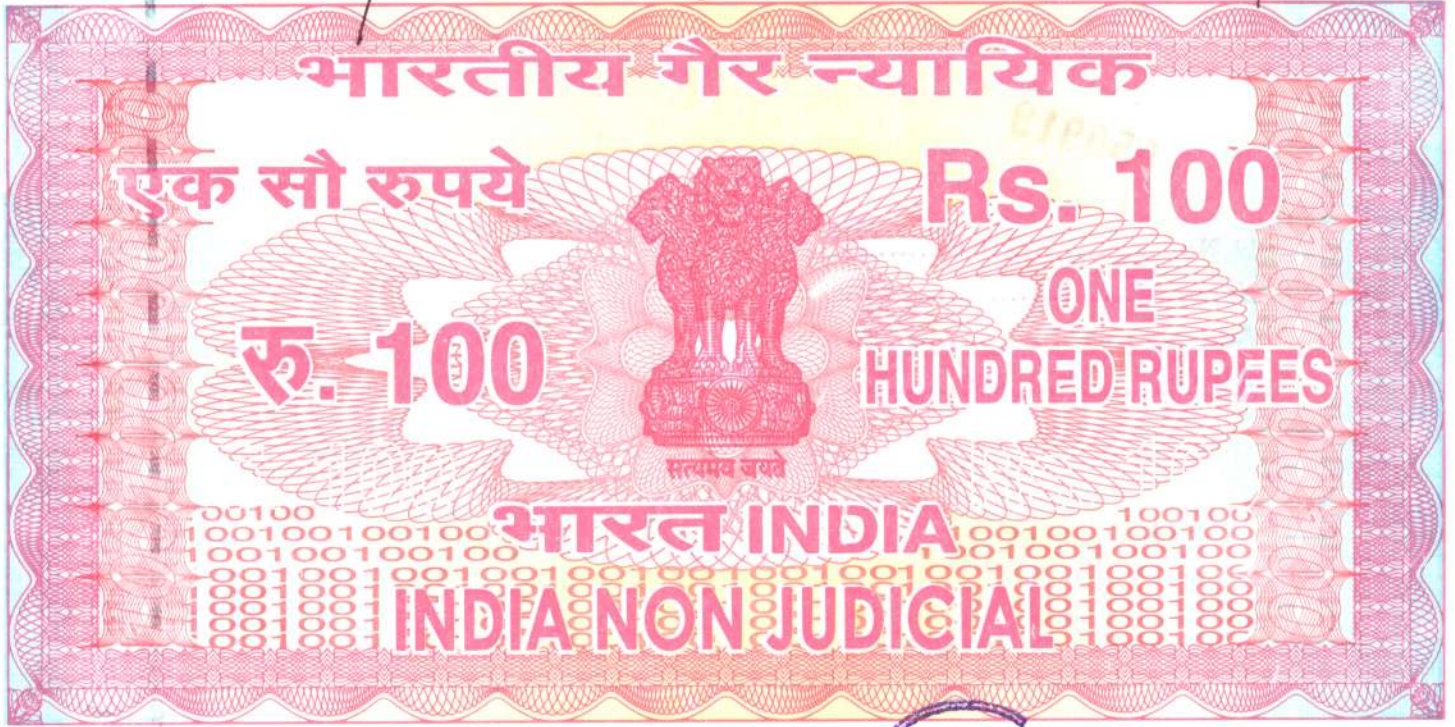


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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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AL 110700

*2/510789/2*  
*W-4852200/1*

Certified that the Document is admitted to Registration. The Endorsement and the document are the part of the document.

*[Signature]*

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata



16 FEB 2022

**THIS AGREEMENT FOR DEVELOPMENT** is made on this 16<sup>th</sup> day of February Two Thousand and Twenty Two (2022)



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

**GRN Details**

<b>GRN:</b>	192021220185452881	<b>Payment Mode:</b>	Online Payment
<b>GRN Date:</b>	16/02/2022 12:28:08	<b>Bank/Gateway:</b>	HDFC Bank
<b>BRN :</b>	1712320399	<b>BRN Date:</b>	16/02/2022 12:02:33
<b>Payment Status:</b>	Successful	<b>Payment Ref. No:</b>	2000510789/3/2022

[Query No\*/Query Year]

**Depositor Details**

**Depositor's Name:** A T K MANOR DEVELOPERS LLP  
**Address:** 63 RAFI AHMED KIDWAI ROAD KOLKATA 700016  
**Mobile:** 9748431646  
**Email:** kzarprojects@gmail.com  
**Contact No:** 9123370597  
**Depositor Status:** Buyer/Claimants  
**Query No:** 2000510789  
**Applicant's Name:** Mr Bhupendra Gupta  
**Identification No:** 2000510789/3/2022  
**Remarks:** Sale, Development Agreement or Construction agreement

**Payment Details**

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000510789/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	74901
2	2000510789/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	250007

**Total 324908**

**IN WORDS: THREE LAKH TWENTY FOUR THOUSAND NINE HUNDRED EIGHT ONLY.**

**BETWEEN**

**ROYAL INFRACONSTRU LTD** having **PAN: AABCR1827J**, a company incorporated under the Companies Act 1956 having its registered office at Godrej Water Side Building, Tower No.1, 4<sup>th</sup> floor, No.401, Plot No.5, DP Block, Salt Lake Sector V, Kolkata-700091 under Post Office Nabadiganta sub Post Office & Police Station Electronic Complex represented by its authorized representative **MR. SUDIP BHOWMICK** having **PAN: ALVPB0611J**, **AAADHAAAR NO: 246466307001**, **MOBILE: 9831042636**, son of Mr. Ashim Bhowmick, by faith Hindu, by occupation Business, being Citizen of India and working for gain with Royal Infraconstru Ltd, having its office at Godrej Water Side Building, Tower No.1, 4<sup>th</sup> floor, No.401, Plot No.5, DP Block, Salt Lake Sector V, Kolkata-700091 under Post Office Nabadiganta sub Post Office and Police Station Electronic Complex, hereinafter referred to as the "**OWNER**" (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successors-in-office, successors-in-interest, legal representatives administrators and/or assigns) of the **FIRST PART**

**AND**

**A T K MANOR DEVELOPERS LLP** having **PAN: ABMFA8118L** a limited liability partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 63 Rafi Ahmed Kidwai Road Kolkata-700016 under Post Office and Police Station Park Street represented by its designated partners **1. SYED ABRAR IMAM** having **PAN: AAHPI8261L**, **AADHAAR NO: 674402357855**, **MOBILE: 9831049016**, son of Late Syed Mohammad Nemet Imam, by faith Islam, by occupation Business, being Citizen of India and residing at Block 5, Flat 4A, 72 Tiljala Road Kolkata-700046 under Post Office Gobinda Khatick and Police Station Beniapukur, **2. MR. ARPIT GIRIA** having **PAN: BKKPG0009G**, **AADHAAR NO: 674402357855**, **MOBILE: 8017171857**, son of Mr. Sunil Kumar Giria, by faith Hindu, by occupation Business, being Citizen of India and residing at Premises No.36 Rowland Road, Euphoria Heights, Flat No.11A, 11<sup>th</sup> floor, Kolkata-700020 under Post Office and Police Station Ballygunge hereinafter referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successors-in-office,

successors-in-interest, legal representatives and administrators of the  
**SECOND PART.**

**WHEREAS:**

- A) In this agreement wherever the context so permits the Owner, and Developer are collectively referred to as the 'parties' and individually as a 'party'.
- B) By a Deed of Conveyance dated 19<sup>th</sup> day of March 2010 made between 1. Sri Subrata Mondal, 2. Smt Suparna Mondal, Sri Dipak Sardar, 3. Smt Gita Sardar, 5. Smt Rina Das, 6. Sri Pradip Sardar, 7. Sri Uttam Sardar, 8. Smt Amela Sardar, 9. Sri Deben Mondal, 10. Smt Rekha Sardar, 11. Sri Mahadeb Sardar, 12. Sri Ganesh Sardar and 14. Sri Kartick Sardar therein jointly called and referred to as the Vendors of the One Part and the Owner herein therein called and referred to as the Purchaser of the Other Part and duly registered in Book No.I, CD Volume No.5, Pages from 3809 to 3834, Being No.02852 for the year 2010, at the Office of the A.D.S.R Bidhannagar, the said Vendors for the consideration therein mentioned and on the terms conditions and covenants stated therein conveyed, transferred, assigned and assured unto and to the Purchaser All that piece or parcel of Sali Land, measuring an area of 05.83 Decimals out of 11.65 Decimals comprised in R.S. Dag No.259, and Bastu land measuring an area of 11.31 Decimals out of 22.62 Decimals comprised in R.S. Dag No.260 with 1200 Square Feet three brick built tile shed structure standing thereon and Danga land measuring an area of 04.67 Decimals out of 09.34 Decimals Comprised in R.S. Dag No.270 thus totaling 21.81 Decimals under R.S. Khatian No.364 and L.R. Khatian Nos. 854,2360, 2359, 1483/1, 2357 and 2358, J.L. No.33, R.S. No.205 ½ , Touzi No. 145 at present 10 of Mouza Chakpanchuria, within the jurisdiction of Patharghata Gram Panchayat, Additional District Sub Registration Office Bidhannagar (Salt Lake City) under Rajarhat at present New Town Police Station in the District North 24 Parganas morefully more fully described in the schedule thereunder written.

- C) By a Deed of Conveyance dated 19<sup>th</sup> day of March 2010 made between 1. Sri Subrata Mondal, 2. Smt Suparna Mondal, Sri Dipak Sardar, 3. Smt Gita Sardar, 5. Smt Rina Das, 6. Sri Pradip Sardar, 7. Sri Uttam Sardar, 8. Smt Amela Sardar, 9. Sri Deben Mondal, 10. Smt Rekha Sardar, 11. Sri Mahadeb Sardar, 12. Sri Ganesh Sardar and 14. Sri Kartick Sardar therein jointly called and referred to as the Vendors of the One Part and the Owner herein therein called and referred to as the Purchaser of the Other Part and duly registered in Book No.I, CD Volume No.5, Pages from 3835 to 3860, Being No.02853 for the year 2010, at the Office of the A.D.S.R Bidhannagar, the said Vendors for the consideration therein mentioned and on the terms conditions and covenants stated therein conveyed, transferred, assigned and assured unto and to the Purchaser All that piece or parcel of Sali Land, measuring an area of 05.82 Decimals out of 11.65 Decimals comprised in R.S. Dag No.259, and Bastu land measuring an area of 11.31 Decimals out of 22.62 Decimals comprised in R.S. Dag No.260 with 1200 Square Feet three brick built tile shed structure standing thereon and Danga land measuring an area of 04.67 Decimals out of 09.34 Decimals Comprised in R.S. Dag No.270 thus totaling 21.80 Decimals under R.S. Khatian No.364 and L.R. Khatian Nos. 854, 2360, 2359, 1483/1, 2357 and 2358, J.L. No.33, R.S. No.205 ½ , Touzi No. 145 at present 10 of Mouza Chakpanchuria, within the jurisdiction of Patharghata Gram Panchayat, Additional District Sub Registration Office Bidhannagar (Salt Lake City) under Rajarhat at present New Town Police Station in the District North 24 Parganas morefully more fully described in the schedule thereunder written.
- D) By a Deed of Conveyance dated 6<sup>th</sup> day of April 2010 made between 1. Smt Palashi Kabiraj, 2. Sri Raj Kumar Agarwal and 3. Siddhi Vinayak Enclave Private Limited therein jointly called and referred to as the Vendors of the One Part and the Owner herein therein called and referred to as the Purchaser of the Other Part and duly registered in Book No.I, CD Volume No.6, Pages from 7362 to 7382, Being No.03655 for the year 2010, at the Office of the A.D.S.R Bidhannagar, the said Vendors for the consideration therein mentioned and on the terms conditions and covenants stated therein conveyed, transferred,

assigned and assured unto and to the Purchaser All that piece or parcel of Bastu Land measuring an area of 01.53 Decimals out of 29 Decimals with 100 Square feet tile shed structure standing thereon, comprised in R.S. Dag No.260 and Danga land measuring an area of 04.66 Decimals, out of 14 Decimals comprised in R.S. Dag No.270 thus totaling 06.19 Decimals under L.R. Khatian Nos 1484, 1722, 2372 & 2371, J.L. No.33, R.S. No.205 ½ , Touzi No.145 at present 10 of Mouza Chakpanchuria, within the jurisdiction of Patharghata Gram Panchayat, Additional District Sub Registration Office Bidhannagar (Salt Lake City) under Rajarhat at present New Town Police Station in the District North 24 Parganas morefully more fully described in the schedule thereunder written.

- E) The Owner after purchase of the aforesaid land caused mutation of its name in the records of the Land & Land Reforms Office at North 24 Parganas vide LR Khatian No.2796.
- F) The Owner thus became entitled toAll that piece and parcel of Bastu Land containing an area of 50 decimal more or less situate lying at mouza Chakpanchuria, J.L.-33, P.S. Rajarhat and being Plot Nos.259, 260& 270, District North 24 Parganas more fully and particularly described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the "saidpremises" andas such the Owner have absolute right to enter into this agreement for the purpose of undertaking the development of the said Premises.
- G) The Developer is inter alia carrying on business in undertaking development of real estate and/or properties in and around the city of Kolkata and for the purpose of undertaking the development of the said Premises the parties have agreed to enter into this agreement subject to what is hereinafter appearing.

**NOW THEREFORE IN CONSIDERATION OF THE PAYMENTS AND OTHER TERMS, REPRESENTATIONS, WARRANTIES AND MUTUAL COVENANTS HEREIN CONTAINED , THE SUFFICIENCY OF WHICH ARE ACKNOWLEDGED BY BOTH THE PARTIES HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-**

**ARTICLE - I**

## DEFINITIONS

In this Agreement unless contrary or repugnant thereto the following expression shall have the meanings:

- 1.1 **NATURE OF DEVELOPMENT** – subject to the terms and conditions of this Agreement, the Parties agree to develop the Property (specified in the First Schedule hereunder written) by constructing residential-cum-commercial or residential building/s as may be approved by the concerned Municipality and/or other authorities and as per the specifications more fully described in the **SECOND SCHEDULE** hereunder written and/or to convey transfer and assign the right, title and interest jointly and realize sale proceeds in the ratio as stated hereinafter.
- 1.2 **RATIO – 47.5:52.5** - The parties shall share Sale Proceeds of all saleable area including open and covered Car Parking Space and open terraces and balconies adjoining the saleable areas in the New Building in the proportion of 47.5% to the Owner and 52.5% to the Developer, the respective share of Owner and Developer has been defined separately.
- 1.3 **ARCHITECT** – shall mean any person or persons, firm or firms of repute who may be appointed by the Developer for designing and planning of the proposed new building/s.
- 1.4 **COMMON FACILITIES AND AMENITIES** – shall mean and include corridors, hallways, staircase, lifts, passage-way, driveways, common lavatories, DG set of sufficient capacity, lifts pump, lighting for common spaces, pump room, tube well, overhead tank, underground reservoir, water pump and motor and other facilities as shall be provided for common use in the proposed development by the Developer.

- 1.5 **DEVELOPER** – shall mean A T K MANOR DEVELOPERS LLP, a limited liability partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office 63 Rafi Ahmed Kidwai Road Kolkata-700016 under Post Office and Police Station Park Street and shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successors-in-office, successors-in-interest, legal representatives and administrators
- 1.6 **OWNER'S SHARE** - shall mean all that the 47.5% of Sale Proceeds of all Saleable area in the New Building including Open and Covered Car Parking spaces, which will be determined after sanctioned plan is obtained from the appropriate authority.
- 1.7 **NEW BUILDING/BUILDINGS** - shall mean and include the building or buildings to be constructed erected and completed by the Developer in accordance with the map or plan to be sanctioned by the concerned authorities on the entirety of the said property.
- 1.8 **OWNER** - shall mean ROYAL INFRACONSTRU LTD, a company incorporated under the Companies Act 1956 having its registered office at Godrej Water Side Building, Tower No.1, 4<sup>th</sup> floor, No.401, Plot No.5, DP Block, Salt Lake Sector V, Kolkata-700091 under Post Office Nabadiganta sub Post Office and Police Station Electronic Complex and shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successors-in-office, successors-in-interest, legal representatives administrators and/or assigns.
- 1.9 **DEVELOPERS SHARE** - shall mean all that 52.5% of the Sale Proceeds of all Saleable area in the new construction including open and Covered Car Parking spaces, which will be determined after sanctioned plan is obtained from the appropriate authority.
- 1.10 **PROPERTY/ The Said Property** - shall mean All that piece and parcel of Bastu Land containing an area of 50 decimal more or less



situate lying at Mouza Chakpanchuria, J.L.-33, P.S. Rajarhat and being Plot Nos.259, 260& 270, District North 24 Parganas as fully described in the First Schedule hereunder written.

- 1.11 **PLAN** - shall mean the plan or plans to be prepared by the Architect for the Development of the said property by constructing new building/s, as sanctioned by the concerned authority with any modifications and/or alterations, which may be necessary and/or required.
- 1.12 **SALEABLE SPACE** - shall mean the constructed space in the new building and/or buildings, available for independent use and occupation after making due provisions for the area required for common facilities and amenities.
- 1.13 **SPECIFICATION** - shall mean the specifications required for the purpose of construction of the said new building/s (more fully and particularly described in the **SECOND SCHEDULE** hereunder written).
- 1.14 **TRANSFER** -with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried building to the purchasers thereof.
- 1.15 **TRANSFeree** - shall mean a person, firm, limited company, association of persons to whom any space in the new building has been transferred.
- 1.16 **ESCROW ACCOUNT** - is to be opened wherein all receivables and / or Sale proceeds out of the units in the proposed project is to be accumulated. All disbursement of Owner's share and Developers share are to be carried out from the Escrow account.
- 1.17 **EXTRA DEVELOPMENT COST (EDC)/UTILITY** -shall mean the amounts mentioned in **PART-I** of the **THIRD SCHEDULE** hereto.
- 1.18 **DEPOSITS** shall mean the amounts mentioned in **PART-II** of the **THIRD SCHEDULE** hereto.

- 1.19 **REALIZATIONS** - shall mean and include the amounts received on any account whatsoever against or in respect of the Building Complex including the Transfer of or otherwise in respect of the Units, Parking Spaces, Appurtenances and/or other Transferable Areas and include the part or full consideration, any amounts on account of Nomination/Transfer Charges, Floor Rise Escalation and PLC, interest, cancellation charges, forfeiture amounts and/or compensation received from any Transferee, **but shall not include** any amount received on account of EDC/Utility, GST and Deposits.
- 1.20 Words importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa.

## **ARTICLE - II**

### **REPRESENTATIONS AND ASSURANCES**

2.1 At or before entering into this agreement, the Owner have assured and represented to the Developer as follows:

- i) That the Owner is the absolute owner of the entirety of the said property.
- ii) The said property is free from all encumbrances, charges, liens, lispensens, attachments, whatsoever or howsoever.
- iii) That excepting the Owner nobody has any right, title, interest, claim, demand, whatsoever or howsoever, in respect of said property.
- iv) That there is no notice of acquisition or requisition received or pending in respect of the said property lying & situatedat Mouza Chakpanchuria, J.L.-33, P.S. Rajarhat and being Plot Nos.259, 260& 270, District North 24 Parganas.

- v) The Owner have also given to understand that the said property do not fall under the Urban Land (Ceiling and Regulation) Act, 1976.
- vi) The Owner have declared to the Developer that the Owner have a marketable title in respect of the said property without any claim, right, title, interest of any person thereon or there in which have been duly accepted by the Developer, and the Owner have absolute right to enter into this agreement with the Developer and the Owner hereby undertake to indemnify and keep the Developer indemnified against any Second party's claims actions and demands, whatsoever, with regard to the title and Ownership of the Owner.
- vii) That the Owner have not entered into any agreement with any person or persons/company or companies in connection with the development/sale/transfer of its right, title, interest in respect of the said property or any portion thereof prior to execution of this Development Agreement and that it is free to enter into this Agreement for Development with the present Party of the Other Part.
- viii) That no agreement for sale, transfer, lease and/or development is existing nor has the Owner have created any interest of a Second party into or upon the said premises or any part or portion thereof.
- ix) That all Arrear municipal rates taxes, statutory liabilities in respect of the said property is payable by the Owner upto the date of Development agreement thereafter it will be paid by the Developer till the date of completion of the project.

Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to pay Rupees Two Crores Fifty Lakhs only out of which Rupees Twenty One Lacs had already been paid and the remaining balance, which is

amounting to Rupees Two Crores Twenty Nine Lakhs would be payable as and by way of interest free refundable security deposit and to undertake development of the said premises, make payment of the advances and to incur all costs charges and expenses for undertaking development of the said premises on the terms and conditions hereinafter appearing.

2.2 At or before the execution of this Agreement the Developer has assured and covenanted with the owners as follows:

- i) That the Developer has adequate financial resources for undertaking the development of the said Premises.
- ii) That the Developer has an experienced professional team at its command comprising of Engineers, skilled workers and other professionals who are competent to undertake the development of the said Premises.
- iii) Is prima facie satisfied as to the title of the owner.
- iv) The developer shall complete the construction of the said property within a period of 3 years from the date of grant of sanction plan and such sanction plan shall be obtained by the Developer within 12 months from the date of execution of this agreement.

### **ARTICLE - III COMMENCEMENT**

- 3.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from 16.02.2022 (hereinafter referred to as the COMMENCEMENT DATE).

- 3.2 This Agreement shall remain in full force and effect until completion of the said project, unless determined and/or terminated in the manner hereinafter stated or unless agreed to between the parties in writing.

**ARTICLE – IV**  
**GRANT OF DEVELOPMENT RIGHT**

- 4.1 In consideration of the mutual covenants herein contained and on the part of the parties hereto to be paid performed and observed and in future consideration of the Developer having agreed to incur all costs charges and expenses for undertaking development of the said premises the Owner have agreed to grant the exclusive right of development in respect of the said premises unto and in favour of the Developer to enable the Developer to undertake development of the said premises by way of constructing a new building and/or buildings in accordance with the plan to be sanctioned by the concerned authorities with or without amendment and/or modification thereon made or cause to be made by the Developer hereto.
- 4.2 All applications, plans and other papers documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the Owner at his own costs and expenses after making necessary alterations and/or modifications thereof having been mutually approved in consultation with the Owner. The Developer shall pay and bear all fees including Architect's fees charges and expenses required to be paid or deposited for exploration of the said property and has agreed to indemnify and keep indemnified the Owner.
- 4.3 Nothing in these presents shall be construed a demise or assignment or conveyance in law by the Owner for the said property or any part thereof to the Developer or creating any right, title or interest in respect thereof to the Developer, unless so mentioned, other than an exclusive license to the Developer to commercially exploit the same in

terms hereof and to deal with the entire sale proceeds, as aforesaid, in the new building/s and the development in the manner hereinafter stated. Entire Sale proceeds to be received in an Escrow Account and from there respective funds will be transferred to owner and developer as per their share.

## **ARTICLE V**

### **PLAN**

5.1 Immediately after the execution of this Agreement the Developer shall prepare or cause to be prepared a map or plan by its Architect for the purpose of undertaking construction of a new building at the said Premises.

5.2 While preparing the said Plan the Developer shall ensure that maximum possible FAR is utilized and that the same conforms to New Town Kolkata Planning Area (Building) Rules 2014.

5.3 Before submission of the said Plan for sanction the Developer shall make over a copy thereof to the Owner and the Owner shall be entitled to give its observations in respect thereof within a period of thirty days from the date of receipt of copy of the said Plan and in the event of the Owner giving any suggestions and the same is found to add value to the new building then such changes shall be incorporated and after incorporating the changes suggested by the Owner the Developer shall cause the said plan to be submitted for sanction to the concerned authorities and the sanction fee and other amounts required to be paid for sanction of the said plan shall be paid borne and discharged by the Developer.

5.4 The Developer shall indemnify and keep indemnified the Owner against all losses, damages, costs, charges, expenses that may be incurred or suffered by the Owner on account of or arising out of any breach of any of the terms of these presents or any laws, rules, regulations or due to any accident or mishap during the progress of construction or due to any claim made by the Third Party in respect of such construction or otherwise howsoever.

5.5 The Developer shall take necessary steps for getting electricity connection, apportionment of Municipal tax, installation of generator. The costs of such facilities shall be paid and/or borne by the Purchasers of the respective units in proportionate to the respective shares in the space in the said premises.

**ARTICLE VI**  
**OBLIGATIONS**

6.1 The Developer shall :

- i) The Developer shall pay a sum of Rs. 2,50,00,000/- (Rupees Two Crores Fifty Lakhs) only as and by way of interest free refundable security deposit at or before the time of execution of this agreement. The said interest free refundable deposit shall be reimbursed in the following manner:
  - a) A sum of upto Rs.2,20,00,000/- (Rupees Two Crores Twenty Lakhs) shall be reimbursed in installments of 25% of sale proceeds of the Owners allocated share of 47.5%, arising out of initial sale proceeds of units in the proposed project until and/or unless fully realised.
  - b) Balance sum of Rs.30,00,000/- (Rupees Thirty Lakhs) shall be returned by the Owner to the Developer at the time of issuance of possession letter by the Developer.
- ii) The Developer further clarifies that if any expenses and other incidental and consequential expenses is to be incurred on account of making marketable title of the aforesaid property, including documentary expenses, the same shall be borne by the Owner upto a maximum amount of Rupees Six Lakhs only.
- iii) Take such steps as are necessary to divert all pipes, wires, cables or other conducting media in under or above the property or any adjoining or neighboring property and which need to be diverted as a result of the development.

- iv) Install all electricity, gas, water, telecommunications, services and surface and water drainage system to the property and shall ensure that the same connect directly to the mains.
- v) Remain responsible for due compliance with all statutory requirements under the Real Estate (Regulation and Development) Act 2016, West Bengal Real Estate (Regulation and Development) Rules 2016, Central Goods and Services Tax Act 2017 and all other Acts, Rules and Enactments whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the plan and has agreed to keep the Owner, its officers and/or agents saved, harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings.
- vi) Remain responsible for any accident and/or mishap taking place while undertaking, constructing, erecting and completing the said new building and/or buildings in accordance with the said plan and has agreed to keep the Owner, its officers, saved harmless and fully indemnified from and against all costs, charges, claims, actions suits and proceedings.
- vii) Take all necessary steps and/or obtaining all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts, deeds and things required by Real Estate (Regulation and Development) Act 2016, West Bengal Real Estate (Regulation and Development) Rules 2016, Central Goods and Services Tax Act 2017 and any other statute and comply with the lawful requirements of all the Authorities



- viii) Incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said new building/s in accordance with the said plan.
- ix) Make proper provision for security of the said property during the course of development.
- x) Not allow any person to encroach nor permit any encroachment by way of person and/or persons into or upon the said property or any part or portion thereof.
- xi) Not expose the Owner to any liability and shall regularly and punctually make payment of the fees and/or charges of the architect, engineer and other consultants as may be necessary and/or required for the purpose of construction, erection and completion of the said new building/s.
- xii) To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance of the plan and to pay perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid performed and observed.
- xiii) The Developer alone shall be responsible and liable for payment of any wages or compensation or other moneys payable to any workmen, contractor of the Developer for any workmen, contractor of the Developer for any work, dispute, accident or injury to such persons in the course of the proposed development on the said Property. The Developer and/or its contractors shall comply with all labour laws including ESIC, Provident Fund and Insurance payments and settle disputes and claims in the event of death or injury to any persons on site engaged during development of the said property.

**ARTICLE VII**  
**LICENSE TO ENTER UPON THE SAID PREMISES**

7.1 Immediately after the plan is sanctioned, the Developer at such time as the Developer in its absolute discretion may deem fit and proper, shall be entitled, as a Licensee of the Owner, to enter upon the said Premises for the purpose of undertaking the work of construction erection and completion of the said new building in accordance with the said Plan it being expressly agreed that prior thereto the Developer without in any way causing any disturbance, hindrance or annoyance to owner shall be entitled to enter upon the said Premises for the purpose of undertaking preliminary works such as:

1. Carrying out survey of the said Premises
2. Causing the soil to be tested
3. To undertake all other preliminary work for the purpose of undertaking development of the said Premises

IT BEING made expressly clear that the possession of the said Premises is not being given nor intended to be given by the Owner to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act 1882 read with Section 2 (47)(v) of the Income Tax Act 1961, it being expressly agreed and declared that juridical possession of the said Premises shall always vest in the Owner until such time the development is completed in all regards.

7.2 The said new building shall be constructed erected and completed with such materials and/or specifications (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written) and unless otherwise agreed upon and unless prevented by circumstances of force major the Developer shall construct erect and complete the new building within a period of 36 months from the date of grant of sanction plan.

**ARTICLE -VIII**  
**SALES AND ALLOCATION OF SALE PROCEEDS**

8.1 It has been agreed between the parties hereto that the total constructed area and/or saleable space forming part of the development shall be sold by the Developer in consultation with the Owner from time to time to various intending Purchasers. The entire receivables/realizations will be accepted in a ESCROW account and then will be transferred as per the JDA in their respective ratios.

8.2 The Developer shall prepare a monthly account of all sales made, amount received from the Purchasers and amount paid to the Owner during the month and submit the same to the Owner within the 5<sup>th</sup> date of the succeeding month and this will be applicable for the ESCROW account as well.

8.3 The Developer shall not make any booking at the rate lower than **Rupees Five Thousand** being the rate agreed with the Owner for the purpose. However if any circumstances the flats/units are sold at a rate lower than the agreed rate the same shall be decided amicably in writing.

8.4 The Owner shall execute and register all the Deed of Conveyances with the intending Purchasers and the Developer shall join the same as Confirming Party.

**ARTICLE -IX**  
**OWNER OBLIGATIONS**

9.1 The Owner have agreed:

- i) That the Owner shall handover possession of the aforesaid property on as it is basis for the purpose of the development to the Developer who shall hold the same in trust who shall engage his security guards to safeguard the aforesaid property.
- ii) The Owner also gives consent to Developer to make its office room in the aforesaid property and the same shall be simultaneously demolished on completion of the project.
- iii) To extend all co-operation with the Developer in all respect for development of the aforesaid property in terms of this Agreement.
- iv) To sign and execute necessary document or documents as may be found necessary including any declaration as may be required from time to time by the Developer for obtaining required permissions, approvals and/or sanctions to enable them to undertake the construction of the new buildings in accordance with the sanctioned plan.
- v) To execute a Registered Specific Development Power of Attorney in favour of the Developer, or its nominee or nominees to enable the Developer to obtain the sanction and/or revalidation and/or modification of the sanctioned plan, if necessary in the proposed buildings/building complex from the Appropriate Municipal Authority and to do such other acts, deeds and things which are necessary and/or required towards the construction work of the proposed building/buildings/complex, and to enter into agreement for sale for transfer of flats, and other spaces and to execute Deed of Conveyances in

favour of the intending purchasers and present the same for registration before the concerned authorities and also for implementing the terms and conditions of this Development Agreement.

**ARTICLE -X**  
**DEFAULT AND REMEDIES**

10.1 The Developer shall not commit any default and/or breaches of any of the terms and conditions herein contained and on the part of the Developer to be paid performed and observed or in the event of the Developer failing to complete the said new Building and/or Buildings within the completion date as herein before recited then and that event without prejudice to any of the risk claims contentions, which the Owner may have against the Developer, the Developer shall be liable and has agreed to pay to the Owner a compensation for delay at such rate as may be mutually agreed and in case of failing to arrive at a consensus figure at such rate as may be decided by the Arbitrators.

**ARTICLE -XI**  
**PROJECT DECISIONS**

11.1 The Developer shall, in the best interest of the project and based on techno-commercial feasibility, be empowered to take binding decisions in respect of matters including, but not limited to the following:

- i) Nature of Development: Residential and/or commercial.
- ii) Materials to be used for the Project.
- iii) Name of the Project will be fixed mutually as agreed between the parties.
- iv) The Developer and the owner have mutually agreed that out of the revenue so deemed to be received 4% of the same will be utilized towards brokerage, marketing and sales promotion of the project which is to be shared as per JV ratio.

**ARTICLE -XII**  
**PROCEDURE**

12.1 The Owner shall execute and register a Power of Attorney in favour of the Developer and/or its representative/s as may be required for the purpose of obtaining necessary permission approvals and sanctions from different Authorities in connection with the development of the said property and construction of the new building/s and also for pursuing and following up the matter with the various statutory authorities like Urban Land (Ceiling and Regulation) Act, 1976, Fire Department, West Bengal Promoter Act etc. and other statutory authorities.

12.2 Immediately upon the Developer's obtaining the sanction plan for construction of the New Building for development of the said property, the Developer shall be entitled to demolish the existing structure, if any. The Developer shall bear and pay all the Municipal taxes and other taxes related to the said property immediately from the date of signing of this agreement and till the date of completion of the aforesaid project. The Developer shall indemnify and keep indemnified the Owner from and against non-payment thereof.

**ARTICLE - XIII**  
**BUILDING**

13.1 The Developer shall at its own costs and efforts construct erect and complete the New Building/s at the said property in accordance with the sanctioned plan as per the specification described in the **SECOND SCHEDULE** hereunder written with first class materials as may be certified by the Architect and the same shall be completed within the said completion date.

13.2 Subject to aforesaid the decision of the Architect regarding the quality of the materials shall be final and binding between the parties hereto and the said New Building/s will be constructed erected and completed in

accordance with the specification details whereof are mentioned in the **SECOND SHCHEDULE** hereunder written.

13.3 The Developer shall install and erect in the said New Building/s at its own costs lift/lifts and generator of sufficient capacity as may be required for the purpose of running water pump, lift, lighting common spaces/staircases, tube well, water tanks of sufficient capacity overhead/underground reservoir, electrification. Till permanent electric connection is obtained, a temporary electric connection shall be provided and other facilities as are required to be provided in a residential and/or multi storied building in the said locality having self contained apartment or commercial units for sale on Ownership basis therein, or as may be mutually agreed.

13.4 The Developer shall make all payments towards deposit to WBSECL and HT/LT line charges for cable restoration, transformer, generator, meters and sub-meters and other charges on account of various facilities and amenities provided in the said development and/or the said property, hereinafter referred to as 'EDC' (Extra Development Cost) it being expressly agreed that all such charges shall in the first instance be paid and borne by the Developer and the Developer may realize the proportionate charges from the purchasers and the same shall belong to the account of the Developer alone.

13.5 The Developer shall at its own costs and expenses and without creating any financial and other liability on the Owner construct and complete the New Building/s and various units and/or apartments therein in accordance with the sanctioned building plan/any amendment thereto or modification thereof made or caused to be made by the Developer and to obtain completion certificate.

13.6 All costs charges and expenses including Architect's / structural engineer's fees shall be discharged by the Developer and the Owner shall bear no responsibility in this context.

13.7 The Owner shall not cause any obstruction or interference in the Developer continuing with the construction erection and completion of the said New Building and the development of the said property.

**ARTICLE - XIV**  
**COMMON FACILITIES**

14.1 That on completion of the aforesaid project, if any area remain unsold in such case both the Owner and the Developer shall be liable for payment of the Municipal Taxes, maintenance charges and other outgoings in respect of the same in their respective ratio. It is, however, made clear that in case the Developer initially required to incur the said expenses, the same will be reimbursed out of the Sale Proceeds on completion of the sale of the said unsold area.

14.2 The Owners shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building or buildings.

**ARTICLE - XV**  
**FORCE MAJEURE**

15.1 Notwithstanding anything contained under this Agreement, neither the Developer nor the Owner shall be responsible for any delay or any breach if such delay or breach is caused by reason of any change of Laws Rules, Regulations or any Restrictions imposed by any Government or other Authority including any Judicial Authority, or by reason of war, civil commotion or total non-availability of any manpower or natural calamity or any Act of God or due to any other similar reason beyond the reasonable control of the Developer or the Owner as the case may be.

15.2 The delay occurring due to any Force Majeure event shall be excluded for computing the timelines stipulated in this Agreement. The



Developer shall be entitled to corresponding extension of time for the days lost due to the factors stated above.

**ARTICLE - XVI**  
**OWNER'S INDEMNITY**

- 16.1 The Owner hereby undertake that the Developer shall be entitled to the development of the aforesaid property without any interference and/or disturbance by the Owner **PROVIDED** the Developer performs or fulfills all the terms and conditions herein contained and on its part to be observed and performed.

**ARTICLE -XVII**  
**DEVELOPER'S INDEMNITY**

- 17.1 The Owner shall be entitled to depute and/or keep at the site one of their employees / authorized representative who shall be responsible to the Owner till such time the project is completed **PROVIDED HOWEVER** such employee / representative shall not in any way interfere with the progress of the work at the said property. However even if the owner keeps an authorised representative the developer will in no way be freed from its responsibilities and duties.
- 17.2 The Developer hereby undertakes to keep the Owner indemnified and indemnify the Owner against all Second party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said building.
- 17.3 The Developer hereby undertakes to keep the Owner indemnified and indemnifies the Owner against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said property and/or in the matter of construction of the said building and/or for any defect therein.

- 17.4 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer, the Architect or their labour or contractors, the same shall be on account of the Developer and the Owner shall be fully absolved of any liability or claim thereof or there from.
- 17.5 The Developer hereby undertakes that without prior written permission of the Owner the Developer shall not assign and/or transfer this Development Agreement to anyone whosoever.

**ARTICLE XVIII**  
**BREACHES**

18.1 If after the plan is sanctioned and the Developer has commenced the work of construction, if the Developer fails to complete the said new building within the time as aforesaid i.e. within a period of 36 months from the date of grant of sanction plan then and in that event the Owner shall be entitled to undertake the Remaining Works and to complete the same either by itself or through some other Developer and in such an event the Developer shall be liable to reimburse the Owner for all costs charges and expenses incurred in connection therewith.

**ARTICLE -XIX**  
**DEFECT IN CONSTRUCTION AND DEFECT LIABILITY PERIOD**

19.1 In case of any defect including Structural Defect in the building or part thereof constructed on the said property, whether detected while the work is in progress or within such time after completion, as prescribed by Real Estate (Regulation and Development) Act 2016, West Bengal Real Estate (Regulation and Development) Rules 2016, and other statutes the Developer shall take immediate steps to rectify the defects at its cost to the satisfaction of the Owner/Purchaser.

19.2 The responsibility herein shall not cover defects, damage or malfunction resulting from (a) misuse (b) unauthorized modifications or repairs done by the purchaser or their nominee / agent, (c) cases of force majeure (d) failure to maintain the amenities / equipments (e) accident and (f) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms.

**ARTICLE – XX**  
**MISCELLANEOUS**

20.1 The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained therein shall be deemed to be construed as a partnership between the Developer and the Owner or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute an Association of persons.

20.2 It is understood that from time to time to facilitate the development of the said property 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 the authority of the Owner, and various applications and other documents may be required to be signed or made by the Owner relative to which specified provisions may not have been mentioned herein, the Owner herein undertake to do all such acts deeds matters and things that may be reasonably required to be done in the matter and the Owner may execute any such additional Power(s) of Attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and documents as the case may be **PROVIDED THAT** all such acts deeds matters and things do not in any way infringe on the rights of the Owner as and/or go against the spirit of this Agreement.

20.3 Any notice required to be given by any of the parties hereto shall be served at the address of the parties given herein unless any of the parties notify change of address, in writing, and such notice shall be deemed to

have been served upon the other party if sent by pre-paid registered with acknowledgement due to at the aforesaid addresses.

20.4 Nothing in these presents shall be constructed as demise or assignment or conveyance in law by the Owner of the said property or any part thereof to the Developer or as creating any right title or interest in respect thereof in the Developer other than in exclusive license to the Developer to commercially exploit the same in terms hereof **PROVIDED HOWEVER** the Developer shall be entitled to borrow money from any Bank or Banks excluding Owners share without creating any financial liability on the Owner or affecting its interest in the said property and it being expressly agreed and understood that in no event the Owner shall be responsible and/or be made liable for payment of any dues of such Bank or Banks and for that purpose the Developer shall keep the Owner indemnified against all actions suits proceedings and costs charges and expenses in respect thereof **IT BEING EXPRESSLY AGREED AND UNDERSTOOD** by and between the parties hereto that in the event of such borrowing the party borrowing any amount shall alone be liable and/or responsible for repayment thereof and the other party will not be liable and/or responsible for the same. The borrowed fund if any shall be exclusively used for the purpose of development and construction of the Said Property. No Hypothecation/Mortgage/right of bank will be allowed on the land on which the project is being developed.

20.5 An association of the Owners/prospective purchasers of the apartments etc. comprised in the said property shall be formed and both the Developer and Owner shall cause each of the Apartment/unit Owner/Purchaser to whom they would transfer their respective right, title and interest of the Apartment to join the Association. The Association of Owners' of the Apartment, the Board of Management thereof shall be entitled to delegate the day to day function of the Association.

20.6 This Agreement is personal to the parties hereto and none of the parties shall be entitled to transfer and/or assign the benefits of this

Agreement to any other person and/or persons without the consent of the other party, in writing.

20.7 Whether or not the transactions contemplated by this Agreement are completed in accordance with the terms hereof, the Parties hereto agreed to hold in confidence and shall not disclose in any manner to any Second party or use for any purpose other than that for which it is disclosed any information relating to the marketing strategies, customers, finance, advertisement, and other business policies of the other party.

The foregoing shall not apply if:-

- i) Such information is in the public domain through no fault of the disclosing party;
- ii) Such information was in possession of the receiving party prior to its disclosure and which was not previously obtained from the disclosing party; or
- iii) Such information was furnished to the receiving party by a Second party as a matter of right without restriction on disclosure.

20.8 If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall, to that extent, be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected. All Agreements/Deeds, if any executed prior to this Agreement containing any clause in contrary to those specified under this Agreement shall be deemed to be cancelled and of no effect to that extent.

20.9 The signatory executing this Agreement on behalf of the Owner and Developer represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the Owner and Developer, in accordance with the authorization given by the respective Companies and

this Agreement is binding on both the Owner and Developer in accordance with its terms.

20.10 Upon completion of the building, if there remains any unsold portion in the New Building, the Owner and the Developer shall share such unsold portion in proportion of their respective share. After such allocation each of the parties shall be the absolute owner of their respective area and each one of them shall be at liberty to deal with the same in its absolute discretion. GST liability arising out of the aforesaid allocations is to be met by the respective parties. In case any party decides to enter any Agreement for Sale with any intending Purchaser, the other party shall cooperate in all respect and if required, shall join in such agreement as "Confirming Party".

#### **ARTICLE - XXI**

#### **INDEMNITY**

21.1 The Parties hereto shall keep each other fully indemnified and harmless against any claim, loss, liability, cost, action or proceedings, that may arise against either party on account of any willful act or omission on the part of the other party or on account of any failure on the part of either party to discharge its liabilities/obligations herein save and except in case of FORCE MAJEURE.

#### **ARTICLE - XXII**

#### **DOCUMENTATION**

22.1 The parties have agreed that Shri Bhupendra Gupta, Advocate of 6 Old Post Office Street Kolkata-700001 will be the Advocate for this project. The Owner shall have liberty to appoint another Advocate of their choice for representation on their behalf.

22.2 Shri Bhupendra Gupta, Advocate will prepare or cause to be prepared the draft of the agreements for sale and other documents for sale and transfer of the saleable spaces in the proposed project.

**ARTICLE - XXIII**  
**ARBITRATION**

- 23.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents and/or the said property or determination of any liability either during subsistence of this Agreement or after expiry thereof shall be referred to the sole arbitrator, to be appointed by both the Owner and the Developer herein and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment for the time being thereto in force.
- 23.2 The Arbitrator will have summary powers and will be entitled to set up his own procedure and the Arbitrator shall have power to give interim awards and/or directions.
- 23.3 The parties agree and covenant with each other that they will have full trust and faith in the Sole Arbitrator and agreed to abide by all the award and/or directions and not to challenge or dispute the same in any manner, whatsoever, or howsoever.
- 23.4 District Court at Barasat alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

**ARTICLE - XXIV**  
**NEGATIVE COVENANTS**

- 24.1 As and by way of negative covenants the Owner have further agreed:

- i) Not to enter into any agreement for sale, transfer, lease and/or development nor create any interest of a Second party into or upon the said Land save and except the constructed area, open and covered car parking and other saleable area forming part of Owners Allocation or share.
- ii) Not to do any act deed or thing whereby the Developer is prevented from undertaking development of the said Land.
- iii) To do all acts deeds and things to facilitate development of the said Land.

### **ARTICLE XXV**

#### **DISTRIBUTION OF REALIZATIONS, EXTRAS, DEPOSITS**

- 25.1 **RATIO IN REALIZATIONS:** The Realizations arising in respect of the Transfer of the Transferable Areas shall belong to the Owner and the Developer in the Agreed Ratio respectively and to be shared and distributed between them in the manner agreed to by and between the parties.
- 25.2 **DEPOSITS :** The EDC/Utility Deposits receivable from the Transferees shall be received by and be held by the Developer alone and shall not be distributed between the parties and shall be transferred to the Maintenance In-charge upon Building Complex Completion.
- 25.3 **MODUS OF DISTRIBUTION OF REALIZATIONS:** All Realizations (including part payments) received with or without TDS and/or GST in respect of the Transferable Areas shall be deposited in a separate bank account (hereinafter referred to as "JOINT ACCOUNT") under the joint signature of one of the Owner and the Developer's authorized representative. There shall be a mandate or standing irrevocable instructions to the bank holding the Joint Account about remittance of the funds therein to the respective bank accounts of the Owner and the Developer as follows:-
- (i) The GST(if any forming part of the funds deposited in the Joint Account) to be remitted in a bank account of the Developer for compliances to be made by the Developer;



- (ii) 45.6 % (forty five point six percent) of the total Realizations to be remitted to the bank account/s of the Owner after deduction of 4% (four percent) on account of marketing and brokerage
- (iii) 50.4% (fifty point four percent) of the total Realizations to be remitted to bank account of the Developer after deduction of 4% (four percent) on account of marketing and brokerage.
- (iv) The aforesaid amounts so deducted on account of marketing and brokerage to be remitted in a bank account of the Developer and shall be utilized accordingly and accounts to be furnished to the Owner.
- (v) The parties shall fulfill the statutory compliance in respect of TDS as required under the laws for the time being in force

25.4 **EDC/UTILITY & DEPOSITS:** All EDC as per **PART-I** of the **THIRD SCHEDULE** hereto that may be charged from any Transferee shall not form part of the Realizations. In case the Developer desires to add or alter the EDC, the same shall be decided upon by the parties by mutual consent in writing. All Deposits as per **PART-II** of the **THIRDSCHEDULE** hereto that may be agreed to be charged by the Developer directly from any Transferee shall be taken and deposited by the Developer separately in its separate bank account. In case the Developer desires to add or alter the Deposits, the Developer shall take consent of the Owner in respect thereof in writing which shall not be unreasonably withheld. The Developer shall not charge any EDC and Deposits which are contrary to the prevalent laws. The residue remaining with the Developer on account of Deposits shall be handed over by the Developer to the Maintenance In-charge upon the Building Complex Completion after adjusting the dues and arrears receivable by the Developer.

**FIRST SCHEDULE AS REFERRED TO ABOVE**

All that piece and parcel of Bastu Land containing an area of 50 decimal more or less together with more than 20 years old tiles shed residential structure measuring 1200 square feet situate lying at Mouza Chakpanchuria, J.L.-33, P.S. Rajarhat and being Plot Nos. 259, 260 & 270, (L.R. Dag-259, Khatian No-2796, Bastu Land-.12 Acre; L.R. Dag-260, Khatian No-2796, Bastu Land-.24 Acre; L.R.Dag-270, Khatian No-2796, Bastu Land-.14 Acre) District North 24 Parganas Pin Code-700156 OR HOWSOEVER OTHERWISE the same was is or may be butted bounded called known numbered described or distinguished.

**SECOND SCHEDULE AS REFERRED TO ABOVE**  
**(SPECIFICATION)**

<b><u>STRUCTURE</u></b>	
Foundation	RCC Substructure on Piles
Super Structure	RCC framed structure with ductile detailing
Walls	Fly Ash/Red brick / ACC blocks
<b><u>WALL FINISHING</u></b>	
Exterior	Glass, Granite, Tiles, Stones / Textured Paints/ as per Architect's Design
Interior	Plaster of Paris /Wall putty
Toilets	Ceramic Tiles on the wall up to ceiling heights
Kitchen	Ceramic Tiles Dado up to 2' from the platform
<b><u>FLOORING</u></b>	
Master Bedroom	Vitrified Tiles
Bedrooms	Vitrified Tiles
Living & Dining	Vitrified Tiles
Kitchen	Anti Skid Ceramic Vitrified Tiles
Toilets	Anti skid Ceramic Vitrified Tiles
Floor Lobby	Marble / Vitrified Tiles
Entrance Lobby at ground	Marble
Stair Case	Marble / Vitrified Tiles/ stones
<b><u>OTHER FINISHES</u></b>	
Kitchen Counter	Granite counter top with honed edges

	Stainless Steel Sink
	Provision for Chimney
	<b><u>DOOR &amp; WINDOWS</u></b>
Doors	Quality Wooden Frames with Flush Doors
	Brass / Stainless Steel Locks & Hinges
	Night Catch & Eyepiece
Windows	Fully Glazed Aluminum/UPUC window
	<b><u>ELECTRICAL</u></b>
	Provision for adequate light and fan points
	Provision for TV & Telephone Points in all the Bedrooms & Living/Dining and geyser point in all toilets.
	Adequate 5 amp/15 amp points in all the areas as per requirement Concealed Copper Wiring with Modular Switches.
	<b><u>PLUMBING</u></b>
	Superior quality Sanitary / Basin & CP Fittings
	Provision for Geyser Pipe lines in all the Toilets
	Concealed Plumbing & Pipe Works
	<b><u>ELEVATORS</u></b>
	2 or More LIFTS as per sanction plan
	<b><u>AIR CONDITIONING</u></b>
	Outdoor Unit Space
	Waste line
	Electrical Point
	<b><u>SECURITY &amp; SAFETY</u></b>

	CCTV monitoring for all common areas
	Modern Fire Fighting System
	Refuge Platform
	Video Intercom/EPBX system connected with Reception, Security and other Apartments
<b><u>GENERATOR</u></b>	
	Backup for Common Areas , Services & Apartments
<b><u>AMENITIES</u></b>	
	The Club – Fully Equipped
	Gym
	Swimming Pool on the Podium
	Community Hall
	Rain Water Harvesting System
	Hassle Free Car Parking

**THIRD SCHEDULE AS REFERRED TO ABOVE**

**PART-I**

**(EDC/UTILITY)**

1. H.T. / L.T. / Transformer with electric Meter Deposit
2. Generator Charges- approx 1000W for 2BHK
3. Generator Charges- approx 1250W for 3BHK
4. Legal & Documentation Charges
5. Mutation Exp. (Processing & Documentation charges) – On Actual

**PART-II**

**DEPOSITS**

1. Sinking Fund (Interest Free)
2. Advance Maintenance Deposit (for one years' maintenance) Interest Free
3. MUNICIPAL TAX(property tax)

**REFUNDABLE SECURITY DEPOSIT**

**RECEIVED** with thanks from the above named developer a sum of **Rs.2,50,00,000/- (Rupees Two Crores Fifty Lakhs)** as security deposit in respect of the said land in presence of the following witnesses.

<b>Date</b>	<b>In Favour of</b>	<b>Cheque No</b>	<b>Bank</b>	<b>Branch</b>	<b>Amount</b>
01.11.2021	Royal Infraconstru Ltd	001434	ICICI	Park Street	21,00,000/-
16.02.2022	Royal Infraconstru Ltd	001508	ICICI	Park Street	2,29,00,000/-
<b><u>TOTAL RUPEES TWO CRORES FIFTY LAKHS ONLY</u></b>					

Witnesses:-

1. Animesh Ghosh  
6, Old Post Office St  
Kolkata
2. Nasir Khan  
6, Old Post Office St  
Kolkata

ROYAL INFRACONSTRU LTD.  
Sudip Bhattacharya  
Authorised Signatory.

**SIGNATURE OF THE LAND**

**OWNER**

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

**SIGNED SEALED AND DELIVERED BY THE  
OWNER AT KOLKATA IN PRESENCE OF:**

1. Animesh Chakraborty  
6, Old Post Office St  
Kolkata-1
2. Nasir Raza  
6, Old Post Office St  
Kolkata-1.

ROYAL INFRACONSTRU LTD.  
*Sudip Bhattacharya*  
Authorised Signatory.

**(OWNER)**

**SIGNED SEALED AND DELIVERED BY THE  
DEVELOPER AT KOLKATA IN PRESENCE OF:**

1. Animesh Chakraborty
2. Nasir Raza

T K ANOR DEVELOPERS LLP  
*Syed Anwar Imam*  
Designated Partner

T K ANOR DEVELOPERS LLP  
*Animesh Chakraborty*  
Designated Partner

**(DEVELOPER)**

Drafted by me:



(BHUPENDRA GUPTA)  
Advocate  
HIGH COURT AT CALCUTTA  
Enrolment No.WB/98/2001



# SPECIMEN FORM FOR TEN FINGERPRINTS



*Syed Akbar Smeem*

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



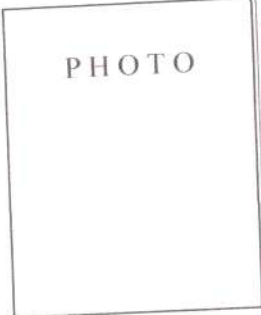
*Syed Akbar Smeem*

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



*Sudeep Bhormide*

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



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


आयकर विभाग  
INCOME TAX DEPARTMENT


भारत सरकार  
GOVT. OF INDIA

ARPIT GIRIA  
SUNIL KUMAR GIRIA

07/06/1995

Permanent Account Number  
BKKPG0009G

  
Signature



08082013

इस कार्ड को खोने / पाने पर कृपया सूचित करें / सीटार्  
लायकर पैन सेवा इकाई, एन एस डी एल  
5 वीं मंजिल, मंत्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8,  
मॉडल कोलाय, दीप बंगला चौक के पास  
पुणे - 411 016.

If this card is lost / someone's lost card is found,  
please inform / return to:  
Income Tax PAN Services Unit, NSDL  
5th floor, Mansri Sterling,  
Plot No. 341, Survey No. 997/8,  
Model Colony, Near Deep Bungalow Chowk,  
Pune - 411 016.

Tel: 91-20-2721 8089, Fax: 91-20-2721 8081  
e-mail: tininfo@nsdl.co.in





স্বাধীন সরকার

GOVERNMENT OF INDIA



সৈয়দ আবরার ইমাম

Syed Abrar Imam

জন্মতারিখ/ DOB: 12/11/1977

পুরুষ / MALE



6744 0235 7855

আধার - সাধারণ মানুষের অধিকার



আধার

ভারতীয় ডিজিটাল পরিচয় প্রমাণ

INDIAN IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:

Address

এস/ও: সৈয়দ মহম্মদ নেমেট  
ইমাম, 72, তিলজলা রোড,  
বীপ্রল-ভী, গুডেন-4এ, গোবিন্দ  
খাটিক রোড, কোলকাতা,  
পশ্চিম বঙ্গ - 700046

S/O: Syed Mohammed  
Nemet Imam, 72, Tiljala  
Road, BL-V, FL- 4A,  
Gobinda Khatick Road,  
Kolkata,  
West Bengal - 700046



1947  
1860 300 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,  
Bengaluru-560 001


Syed Abrar Imam

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

SYED ABRAR IMAM  
SYED MOHAMMAD NEMET IMAM  
12/11/1977  
Permanent Account Number  
AAHPI8261L

*Syed Abrar*  
Signature



*Syed Abrar Imam*



ROYAL INFRACONSTRU LTD.

*Sudip Bhosnick*

Authorised Signatory.


आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

SUDIP BHOWMICK  
ASHIM BHOWMICK

07/01/1980  
Permanent Account Number  
ALVPB0611J

*Sudip Bhowmick*  
Signature



*Sudip Bhowmick*

भारत सरकार  
Government of India

Sudip Bhowmick  
Date of Birth/DOB: 07/01/1980  
Male/ MALE

2464 6630 7001  
VID : 9182 9797 0156 2564

मेरा आधार, मेरी पहचान

*Sudip Bhowmick*

भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India

Address:  
C/O Ashim Bhowmick, SREEHARI  
APARTMENT, BLOCK-B, 82 (55/B)  
CHAKRABORTY PARA, Barrackpore (m),  
North 24 Parganas,  
West Bengal - 700122

2464 6630 7001  
VID : 9182 9797 0156 2564

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ভারত সরকার  
GOVERNMENT OF INDIA


  
ওয়াসিম রাজা  
**Wasim Raja**  
পিতা: ওয়াকিল খান  
Father: WAKIL KHAN

জন্ম সাল Year of Birth: 1980  
পুরুষ / Male

**7393 7542 7700**




আধার - সাধারণ মানুষের অধিকার


  
আধার


ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA


ঠিকানা, এইচ ৪, গুলাম আব্বাস লেন  
গার্ডেন রীচ এস ও, কোলকাতা, পশ্চিমবঙ্গ  
700024

Address: H 8, GHULAM  
ABBAS LANE, Garden  
Reach S.O, Garden Reach,  
Kolkata, West Bengal,  
700024

 1947  
1800 180 1947

 help@uidai.gov.in

 www.uidai.gov.in

 P.O. Box No.1947,  
Bengaluru-560 001

Wasim Raja





T K ANOR DEVELOPERS LLP  
*Syed Akbar Zaman*  
Designated Partner

T K ANOR DEVELOPERS LLP  
*Shamsh*  
Designated Partner

## Major Information of the Deed

Deed No :	I-1904-02884/2022	Date of Registration	16/02/2022
Query No / Year	1904-2000510789/2022	Office where deed is registered	
Query Date	16/02/2022 10:24:31 AM	1904-2000510789/2022	
Applicant Name, Address & Other Details	Bhupendra Gupta 6, Old Post Office Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8336832283, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 2,50,00,000/-]		
Set Forth value	Market Value		
	Rs. 4,85,42,400/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,001/- (Article:48(g))	Rs. 2,50,091/- (Article:E, B)		
Remarks			

### Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Chakpanchuria, JI No: 33, Pin Code : 700156

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-259 (RS :-)	LR-2796	Bastu	Bastu	0.12 Acre		1,15,78,248/-	Property is on Road
L2	LR-260 (RS :-)	LR-2796	Bastu	Bastu	0.24 Acre		2,31,56,496/-	Property is on Road
L3	LR-270 (RS :-)	LR-2796	Bastu	Bastu	0.14 Acre		1,35,07,956/-	Property is on Road
		<b>TOTAL :</b>			<b>50Dec</b>	<b>0 /-</b>	<b>482,42,700 /-</b>	
	<b>Grand Total :</b>				<b>50Dec</b>	<b>0 /-</b>	<b>482,42,700 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3	1200 Sq Ft.	0/-	2,99,700/-	Structure Type: Structure
Gr. Floor, Area of floor : 1200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
	<b>Total :</b>	<b>1200 sq ft</b>	<b>0 /-</b>	<b>2,99,700 /-</b>	







**Land Lord Details :**




SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>ROYAL INFRACONSTRU LIMITED</b>                      Godrej Water Side Building, Tower No. 1, 4th Floor, Room No. 401, Plot No. 5, DP Block, Salt Lake Sector V, City:- Not Specified, P.O:- Electronic Complex, P.S:-East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091 , PAN No.:: AAxxxxxx7J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative</p>

**Developer Details :**




SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>A T K MANOR DEVELOPERS LLP</b>                      63, Rafi Ahamed Kidwai Road, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016 , PAN No.:: ABxxxxxx8L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<p><b>Name</b>  <b>Mr SUDIP BHOWMICK</b>                      Son of Mr ASHIM BHOWMICK                      Date of Execution - 16/02/2022, , Admitted by: Self, Date of Admission: 16/02/2022, Place of Admission of Execution: Office</p>	 <p>Feb 16 2022 4:04PM</p>	 <p>LTI 16/02/2022</p>	<p><b>Signature</b>  </p> <p>16/02/2022</p>
<p>Godrej Water Side Building, Tower No. 1, 4th Floor, Room No. 401, DP Block, Salt Lake Sector V, City:- Not Specified, P.O:- Electronic Complex, P.S:-Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx1J, Aadhaar No: 24xxxxxxxx7001 Status : Representative, Representative of : ROYAL INFRACONSTRU LIMITED (as Authorized Representative)</p>				
2	<p><b>Name</b>  <b>SYED ABRAR IMAM (Presentant )</b>                      Son of Late SYED MOHAMMAD NEMET IMAM                      Date of Execution - 16/02/2022, , Admitted by: Self, Date of Admission: 16/02/2022, Place of Admission of Execution: Office</p>	 <p>Feb 16 2022 4:02PM</p>	 <p>LTI 16/02/2022</p>	<p><b>Signature</b>  </p> <p>16/02/2022</p>
<p>Block/Sector: 5, Flat No: 4A, 72, Tiljala Road, City:- Not Specified, P.O:- Gobinda Khatick, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700046, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: AAxxxxxx1L, Aadhaar No: 67xxxxxxxx7855 Status : Representative, Representative of : A T K MANOR DEVELOPERS LLP (as Designated Partner)</p>				

Name	Photo	Finger Print	Signature
<b>Mr ARPIT GIRIA</b> Son of Mr SUNIL KUMAR GIRIA Date of Execution - 16/02/2022, , Admitted by: Self, Date of Admission: 16/02/2022, Place of Admission of Execution: Office	 Feb 16 2022 4:03PM	 LTI 16/02/2022	 16/02/2022
Euphoria Heights, Flat No. 11A, 11th Floor, 36, Row Land Road, City:- Not Specified, P.O:- Ballygunge, P.S:-Ballygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BKxxxxxx9G, Aadhaar No: 67xxxxxxxx7855 Status : Representative, Representative of : A T K MANOR DEVELOPERS LLP (as Designated Partner)			

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr WASIM RAJA</b> Son of Late WAKIL KHAN H8, Ghulam Abbas Lane, G.R.Rd., City:- Kolkata, P.O:- Garden Reach, P.S:- Garden Reach, District:-South 24-Parganas, West Bengal, India, PIN:- 700024	 16/02/2022	 16/02/2022	 16/02/2022
Identifier Of Mr SUDIP BHOWMICK, SYED ABRAR IMAM, Mr ARPIT GIRIA			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
-1	ROYAL INFRACONSTRU LIMITED	A T K MANOR DEVELOPERS LLP-6 Dec,-6 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	ROYAL INFRACONSTRU LIMITED	A T K MANOR DEVELOPERS LLP-12 Dec,-12 Dec

**Transfer of property for L3**

Sl.No	From	To. with area (Name-Area)
1	ROYAL INFRACONSTRU LIMITED	A T K MANOR DEVELOPERS LLP-7 Dec,-7 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	ROYAL INFRACONSTRU LIMITED	A T K MANOR DEVELOPERS LLP-600.00000000 Sq Ft,-600.00000000 Sq Ft

Endorsement For Deed Number : I - 190402884 / 2022

On 16-02-2022

**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 15:58 hrs on 16-02-2022, at the Office of the A.R.A. - IV KOLKATA by SYED ABRAR IMAM ..

**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 4,85,42,400/-

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

Execution is admitted on 16-02-2022 by Mr SUDIP BHOWMICK, Authorized Representative, ROYAL INFRACONSTRU LIMITED (Public Limited Company), Godrej Water Side Building, Tower No. 1, 4th Floor, Room No. 401, Plot No. 5, DP Block, Salt Lake Sector V, City:- Not Specified, P.O:- Electronic Complex, P.S:-East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091

Identified by Mr WASIM RAJA, , Son of Late WAKIL KHAN, H8, Ghulam Abbas Lane, Road: G.R.Rd., , P.O: Garden Reach, Thana: Garden Reach, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700024, by caste Muslim, by profession Law Clerk

Execution is admitted on 16-02-2022 by SYED ABRAR IMAM, Designated Partner, A T K MANOR DEVELOPERS LLP (LLP), 63, Rafi Ahamed Kidwai Road, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Identified by Mr WASIM RAJA, , Son of Late WAKIL KHAN, H8, Ghulam Abbas Lane, Road: G.R.Rd., , P.O: Garden Reach, Thana: Garden Reach, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700024, by caste Muslim, by profession Law Clerk

Execution is admitted on 16-02-2022 by Mr ARPIT GIRIA, Designated Partner, A T K MANOR DEVELOPERS LLP (LLP), 63, Rafi Ahamed Kidwai Road, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Identified by Mr WASIM RAJA, , Son of Late WAKIL KHAN, H8, Ghulam Abbas Lane, Road: G.R.Rd., , P.O: Garden Reach, Thana: Garden Reach, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700024, by caste Muslim, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 2,50,091/- ( B = Rs 2,50,000/- ,E = Rs 7/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 84/-, by online = Rs 2,50,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/02/2022 12:29PM with Govt. Ref. No: 192021220185452881 on 16-02-2022, Amount Rs: 2,50,007/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 1712320399 on 16-02-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,001/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,901/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 50919, Amount: Rs.100/-, Date of Purchase: 28/01/2022, Vendor name: S Chanda

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/02/2022 12:29PM with Govt. Ref. No: 192021220185452881 on 16-02-2022, Amount Rs: 74,901/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 1712320399 on 16-02-2022, 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 251776 to 251836  
being No 190402884 for the year 2022.



Digitally signed by pradipta kishore guha  
Date: 2022.02.24 15:45:45 +05:30  
Reason: Digital Signing of Deed.

(Pradipta Kishore Guha) 2022/02/24 03:45:45 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

(This document is digitally signed.)