

Q2014/23

I-3015/23



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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14/03/2023
 Q-2000579567/2023

Certification the document is submitted for Registration. The signature sheets and the endorsement sheets attached with the document are the part of it.



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is being made on the 14th day of March, 2023 (Two Thousand Twenty Three) of the Christian Era.

298

- 2 FEB 2023



SHEK ATAU RAHAMAN
 Advocate
 Alipore Judges Court
 Kolkata-700 027

ডেপুটি ম্যাজিস্ট্রেট - সী প্রদান করে
 ভারতীয় সরকার - কলিকতা জেলা
 কলিকতা - পশ্চিম ২৪ পরগণা

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Identified by me-



(Shek Ataur Rahaman), Advocate
 S/O - Late Sk Anisur Rahaman
 34, Sodepur Brick Field Road
 P.O.+P.S.- Haridevpur
 Kolkata- 700 082
Mob. No.- 95309 42717


 District Sub-Registrar
 Registrar U/S 7 (2) of
 Registration 1908
 Alipore, South 24 Parganas
 04 MAR 2023

BETWEEN

SHARDA SONS RESOURCES PRIVATE LIMITED (Income Tax PAN- **AAECM1558L**), a company incorporated under the provisions of the companies Act 1956, having its registered office at Subham Residency, 29/1/A, Chandra Nath Chatterjee Street, LP-U, Ground Floor, P.O.+P.S.- Bhawanipore, Kolkata-700 025, District- South 24 Parganas which was **previously** known and identified as **"MALINATH TRADING PVT. LTD."** (Income Tax PAN- **AAECM1558L**), duly represented by one of its Directors **SRI SANJAY KUMAR SHARDA** (Income Tax PAN- **AHWPS4875Q** and Aadhaar No.- **4922 3275 2764**), son of Late Kameshwar Prasad Sharda, by Occupation- Business, by faith- Hindu, by Nationality- Indian, residing at Sharda House No. 402E, Hariom Tower, Circular Road, P.O.+P.S.- Lalpur, District-Ranchi, State- Jharkhand, PIN Code No.- 834001 (Mobile No.- 82981 80000), hereinafter called and referred to as the **"OWNER/FIRST PARTY"** (which expression shall unless excluded by or repugnant to the context shall mean and be deemed to include its successors-in-interest and executors, administrators, legal representatives and assigns) of the **ONE PART**;

AND

SQUAREMARK HOMES PVT. LTD. (Income Tax PAN No.-**AAOCA0322Q**), a company incorporated under the provisions of the companies Act 2013, having its registered office at "The Meridian" Building, E 2/4 & 5, Block - GP, Sector -V, Salt Lake, Kolkata - 700 091, P.O.- Salt Lake Sector-V, P.S.- Electronics Complex (Old P.S. -East Bidhannagar), District- North 24 Parganas, duly represented by one of its Directors namely **SRI RAJ KAMAL DUTTA** (Income Tax PAN- **ADTPD4126G** and Aadhaar No.- **750019376193**), son of Late Janendu Bikash Dutta, by faith- Hindu, by Occupation - Business, by Nationality - Indian, residing at "Arpan Apartment", Block-A, First Floor, Flat No.- 3, Tegharia, P.O.- Hatiara, P.S- Baguiati, Kolkata- 700 157, District- North 24 Parganas (**Mobile No.-9051805763**), hereinafter called and referred to as the **DEVELOPER/ SECOND PARTY** (which expression shall unless excluded by or repugnant to the context shall mean and be deemed to include its successor-in-interest and executors, administrators, legal representatives and assigns) of the **OTHER PART**.

PART-I # DEFINITIONS AND INTERPRETATION

I. DEFINITIONS: In this agreement unless there be something contrary or repugnant to the subject or context:

- a) **DEVELOPMENT AGREEMENT** shall mean this **Agreement**.
- b) **"PROJECT LAND"** shall mean **ALL THAT** piece and parcel of Shali and Bastu Commercial land measuring about **918.46 Decimal** (i.e. **9.1846** Acre) more or less in **R.S & L.R** Dag Nos. **93, 94, 95, 96, 97,98, 99, 101, 111, 133,134, 135, 137, 138, 139, 140, 141, 142, 142/827, 143, 194, 195, 196, 198, 202 and 205** under **L.R. Khatian Nos- 1420, 1426, 2121, 2146 and 800**, by Nature- Bastu Commercial, Housing Complex and Shali, lying and situated at **Mouza- Sultanpur, J.L. No.-16, Revenue Survey No. 47 and 190, Touzi No.250, Pargana- Medanmalla ; District Sub-Registration Office at Alipore, Additional District Sub-Registration Office- Baruipur, Police Station - Baruipur**, within the jurisdiction of **Mallickpur Gram Panchaya , Holding No. 577 & 578**, in the District of **South 24 Paraganas** , more fully and particularly described in the **PART-I OF THE FIRST SCHEDULE** hereunder written, which is free from all encumbrances, charges, liens, lispensense, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner. The Project Land mentioned in **PART-I OF THE FIRST SCHEDULE** hereunder written, has been divided into 5(five) Phases being Phase Nos.I, II, III, IV & V.
- c) **"BUILDINGS"** shall mean the Residential and Commercial multi-storied building or buildings to be constructed upon the Said Project Land mentioned herein above with the maximum Floor Ratio [FAR] available or permissible under the Rules and Regulations of the Concerned Authority (i.e. **Mallickpur Gram Panchayat, Panchayat Samity & Zilla Parishad of South 24 Parganas** and from any other authorities if required) for the time being prevailing as per the plan or plans to be sanctioned by the Concerned Authority.
- d) **"ROWHOUSES /BUNGALOWS"** shall mean the Residential Houses and/or building or buildings to be constructed upon the Said Project Land mentioned herein above with the maximum Floor Ratio [FAR] available or permissible under the Rules and Regulations of the Concerned Authority (i.e. **Mallickpur Gram Panchayat, Panchayat Samity & Zilla Parishad of South 24 Parganas** and from any other authorities if required) for the time being prevailing as per the plan or plans to be sanctioned by the Concerned Authority.
- e) **"COMMON AREAS AND INSTALLATIONS"** shall mean and include the areas, installations and facilities of the said Housing Project to be used in common by all the Owner/Transferees at the said **New Building/Buildings** forming part of the Housing Project , which has been specifically described in the **FOURTH SCHEDULE** herein under.

- f) "**ARCHITECT**" shall mean such person/persons, firm/firms or Company whom the Second Party/Developer may appoint from time to time as the Architect for designing and planning of the new building or buildings to be constructed at the Said Project Land, more fully and particularly described in the **PART-I OF THE FIRST SCHEDULE** hereunder written, forming part of the Housing Project as defined hereinafter.
- g) "**BUILDING PLAN**" shall mean the plan or plans, elevations, structural designs, drawings and specifications of the building or buildings as shall be prepared by the Architect and Structural Engineers and to be sanctioned by the **Zilla Parishad of South 24 Parganas** or any other concerned authority including modification or variation thereon which may be made from time to time.
- h) "**SALEABLE AREA/SPACE**" shall mean the space or spaces in the new building or buildings, row houses/bungalows available for independent use and occupation after making due provisions for common facilities and the space required therefore.
- i) "**BUILDING COMPLEX**" shall mean the said project land, mentioned in the **PART-I OF THE FIRST SCHEDULE** herein below with the New Buildings thereon.
- j) "**HOUSING PROJECT**" shall mean the Housing Project to be undertaken by construction, erection and completion of the new Building/Buildings at the said property as defined hereinafter and to be ultimately transferred to various intending Purchasers/Transferees on Ownership Basis.
- k) "**OWNER'S ALLOCATION**" shall mean the share in the Transferable Areas/ Saleable Areas in the building(s)/flats/apartments/ Row Houses/Bungalows together with undivided and impartible proportionate share of the land under the said building(s)/ Row Houses/Bungalows including all rights easements, common facilities and amenities annexed to the Project and in accordance with the express terms and conditions hereof , mentioned in **Para No.- 15.1** and in the **Fifth Schedule** herein below.
- l) "**DEVELOPER'S ALLOCATION**" shall mean the share in the Transferable Areas/ Saleable Areas in the building(s)/flats/apartments/ Row Houses/Bungalows together with undivided and impartible proportionate share of the land under the said building(s)/ Row Houses/Bungalows including all rights easements, common facilities and amenities annexed to the Project and in accordance with the express terms and conditions hereof , mentioned in **Para No.- 15.2** and in the **FIFTH SCHEDULE** herein below.

- m) **"TRANSFEREES"** shall mean and include all persons, firm, limited company, association etc. to whom any Transferable Areas will be transferred on Ownership Basis or agreed to be so done.
- n) **"MARKETING" OR "TRANSFER"** (with their respective grammatical variations) shall include transfer by sale, lease/or by any other means adopted to alienate or part with possession of the Transferable Areas or any part of share thereof.
- o) **"TRANSFERABLE AREAS"** shall include Units (which may be flats, apartments, row houses/bungalows, office spaces, shops, constructed/covered spaces, parking spaces (open/covered/multi-level/mechanical) and all other areas at the Building Complex/Housing Project capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the Building Complex/Housing Project capable of being commercially exploited or transferred for consideration in any manner.
- p) **"REALIZATION"** shall mean the amounts received against sale of transferable area of the respective allocation of the Owner and the Developer and also any amount received on account of Extras and Deposits.
- q) **"COMMON PURPOSES"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building & Bungalow Complexes and in particular the Common Areas & Installations; rendition of common services in common of the common expenses; the purpose of regulating mutual rights, obligations and liabilities of the transferees thereof; and dealing with all matters of common interest of the transferees thereof.
- r) **"COMMON AREA/FACILITIES"** shall mean corridors, hallways, stairways, passages, lift shafts, lifts, driveways, lawns, parks, open spaces, common lavatories, generator room, fire safety work stations, electrical sub-station, tubewell, pumps, underground reservoir, over head water tank, plumbing lines, drains, sewers and other spaces and facilities/utilities whatsoever required for the establishment, allocation, enjoyment, provision, maintenance and/or management of common facilities of the Building.
- s) **"COMMON EXPENSES"** shall mean and include all expenses to be incurred for the maintenance management upkeep security and administration of the said Project land (including, the Common Facilities) and other Common Purpose and rendition of common services.

- t) **"COMPLETION OF CONSTRUCTION"** (including its variations, "Construction shall be completed", "Complete Construction" and "Completed") shall mean all Units in the Building(S) comprised in the said Project land which will be completed in all respects with all fixtures, fittings and amenities therein and the entrance, ground floor and lobby of the Building being also completed in all respects, lifts being made operative, fire safety system necessary water, drainage sewerage and electricity connections have been provided. The developer shall obtain completion certificate (Fit for Occupancy) from the competent authority at its responsibility, cost and expenses.
- u) **"CONSENTS"** shall mean any and all permissions, clearances, licenses, authorizations, consents, no objections, approvals and exemptions under or pursuant to any of the applicable laws or from any Government authority required in connection with the development of the said Project land and for executing this Agreement and for undertaking, performing or discharging the obligations contemplated by this agreement to be obtained by the Developer. After execution of this "Development Agreement" & "Development Power of Attorney" any modification and changes to be obtained by the Developer towards construction of the building and its allied purpose, the Developer shall intimate and obtain consent from the Land Owner.
- v) **"PARKING SPACES"** shall mean multi-level/mechanical/Open/Covered car parking spaces in the basement/ground floor of the Building and/or Bungalows, capable of being used for parking therein by Four Wheelers / two wheelers.
- w) **"TAXES AND RENTS"** means all taxes, rents, assessments, duties, levies and all other charges, including advalorem taxes on the property, more fully and particularly described in the **PART-I OF THE FIRST SCHEDULE** hereunder written, imposed by any Governmental Authority in connection with the development of said Project Land . The taxes and rent will be paid by the Developer before the date of execution of this "Development Agreement" and thereafter the Developer shall bear all taxes and rent till the date of hand over the possession of the Owner's Allocation or his/her/its/their nominee/nominees and thereafter the Unit Owners shall bear the proportionate share of the same till their ownership.
- x) **"ROOF"** shall mean ultimate roof of each of the buildings which is one of the common amenities and facilities of the Project as per Act.

- y) **"UNITS"** shall mean all the Residential and Commercial spaces and other constructed areas in the new Buildings capable of being held occupied and used exclusively as an independent Residential and Commercial spaces .
- z) **"TITLE DEEDS"** shall mean all the documents referred herein below of the recital in respect of said Project Land, more fully and particularly described in the **PART-I OF THE FIRST SCHEDULE** hereunder written.
- aa) **"FORCE MAJEURE"** shall include all the events like Fire, Earthquake, storm, lightning, flood, riots, civil commotion and disturbances, insurgency, enemy action or war or such other unforeseen natural calamities or any injunctions/orders of any Government, Local Authority, statutory authorities and other concerned authorities and persons restraining the development thereof or any part thereof or any other reason beyond the control of the Developer.
- bb) **"PROJECT"** shall mean the work of development undertaken by the Developer from inception till the development of the said Project Land is completed, possession of the completed units is taken over by the Unit Owner or intimated to the allottee/s and the Deeds of Conveyance/Transfer are executed and registered in favour of the Unit Owner and possession of the completed Apartment/units be made over to the Unit Owner and the name of the Project has been fixed by the Developer as **"SQUAREMARK MOHORKOONJO"**.
- cc) **PROJECT CONCEPUALISATION:**

"SQUAREMARK MOHORKOONJO" is being promoted/ developed on joint venture basis and is completed with essential facilities within itself .

"SQUAREMARK MOHORKOONJO" is a residential project and is being promoted by the Developer **"SQUAREMARK HOMES PVT. LTD."** herein on joint venture basis with **"SHARDA SONS RESOURCES PRIVATE LIMITED"**.

"SQUAREMARK MOHORKOONJO" will be promoted/developed on the said project land, measuring about **918.46 Decimal** (i.e. **9.1846 Acre**) more or less in **R.S & L.R Dag Nos. 93, 94, 95, 96, 97,98, 99, 101, 111, 133,134, 135, 137, 138, 139, 140, 141, 142, 142/827, 143, 194, 195, 196, 198, 202 and 205 under L.R. Khatian Nos- 1420, 1426, 2121, 2146 and 800**, by Nature- Bastu Commercial, Housing Complex and Shali, more fully and particularly described in the **PART-I OF THE FIRST SCHEDULE** hereunder written .

II. INTERPRETATIONS:

- i. Any reference to any act of Parliament/Assembly whether general or specific and shall include any modification, extension or re-enactment of it for the time being in force and all instruments, notifications, amendments, orders, plans, regulations, byelaws, permissions or directions any time issued under it.
- ii. Reference to any agreement, contract, deed or document shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated.
- iii. Reference to any Clause shall mean such Clause of this agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this agreement and include any part of such Schedule.
- iv. Headings, Clause Titles, Capitalized expressions and Bold Expressions are given for convenience purpose only.
- v. Unless the context otherwise requires or is stated, words in the singular include the plural and vice versa, words importing any gender include all genders.

PART-II # RECITALS AND REPRESENTATION

- A. The First Party is the lawful Owner of the Project Land, more fully described in the **PART-I OF THE FIRST SCHEDULE** hereunder written and the Second Party is the Developer who has experience in developing lands and constructing multi-storied buildings, flats, apartments, row houses/bungalow, market-complex, shopping mall etc. with repute in and around Kolkata and various other places.
- B. The aforesaid **SHARDA SONS RESOURCES PRIVATE LIMITED**, the Owner herein, had purchased **ALL THAT** piece and parcel of shali and Bastu land measuring about **934.72 Decimal** (i.e. **9.3472** Acre) more or less, in its previous name (i.e. **MALINATH TRADING PVT. LTD**), by virtue of several Deeds of Conveyance, executed and registered in the concerned offices,

details of which are shown in a Chart herein below and recorded in Book

No.-I, such as -

Regn. Office	Deed No.	Year	Volume No.	Page Nos.	R.S. & L.R. Dag Nos	Khatlan Nos.	Area of Purchased Land (In Decimal)
A.D.S.R- Baruipur	5728	2015	1611-2015	37519-37539	93	R.S.-27, L.R.- 1128	7.40
A.D.S.R- Baruipur	4506	2015	1611-2015	16826-16842		R.S.-127/1, L.R.-1220	13.00
D.S.R.-IV, Alipore	4391	2014	CD-25	952-976	94	R.S.487 &28 and L.R.-795, 796,797, 798, 512/1, 419, 604	49
D.S.R.-IV, Alipore	4391	2014	CD-25	952-976	95	R.S-430 and L.R.-798	39
D.S.R.-IV, Alipore	4386	2014	CD-25	713-734	96	L.R-182	13
A.D.S.R- Baruipur	7558	2015	1611	68997-69023	97	1226 and 1227	8.25
D.S.R.-IV, Alipore	3168	2017	1604-2017	82982-83009		1426	5.57
D.S.R.-IV, Alipore	3199	2015	10	9398-9418	98	L.R.-364and 639,	28
D.S.R.-IV, Alipore	3199	2015	10	9398-9418	99	471/1, 471/2, 471/3, 471/4, 471/5, 471/6	28
D.S.R.-IV, Alipore	3200	2015	10	9007-9023	101	L.R.-543	53
D.S.R.-IV, Alipore	3200	2015	10	9007-9023	111	L.R.- 424	17.25
A.D.S.R- Baruipur	3063	2016				R.S-44 and L.R.-424	5.75
D.S.R.-IV, Alipore	4385	2015	25	669-87	133	L.R.-586	90
D.S.R.-IV, Alipore	4387	2014	25	756-775		L.R.-586 and 827	20
D.S.R.-IV, Alipore	3198	2015	10	9348-9364	134	L.R.-554	73
A.D.S.R- Baruipur	1917	2016	1611	40539- 40565	135	R.S.-474, 491/1, 492/1, 493/1,494 and L.R.-841	21
A.D.S.R- Baruipur	1917	2016	1611	40539-40565	137	R.S.-474, 491/1, 492/1, 493/1,494 and L.R.-841	8.5
A.D.S.R- Baruipur	4556	2015	1611	17555-17576		R.S.-56 and L.R.-249	8.5
A.D.S.R- Baruipur	4129	2015	1611	10675-10702		L.R.-415	8.5
A.D.S.R- Baruipur	4555	2015	1611	17530-17554		L.R.-382	8.5
D.S.R.-IV, Alipore	3199	2015	10	9398-9418	138	L.R.-707	19

Regn. Office	Deed No.	Year	Volume No.	Page Nos.	R.S. & L.R. Dag Nos	Khatian Nos.	Area of Purchased Land (In Decimal)
A.D.S.R-Baruipur	6859	2015	1611	57099-57129	139	R.S.-297 and L.R.-180,	13.40
A.D.S.R-Baruipur	6857	2015	1611-2015	57060-57083		R.S.-297 and L.R. - 180 & 1049	6.60
D.S.R.-IV, Alipore	4386	2014	CD-25	713-734	140	R.S.-128 and L.R. - 795, 796, 797	26
D.S.R.-IV, Alipore	4387	2014	25	756-775	141	L.R.-586 and 827	36
D.S.R.-IV, Alipore	8041	2014	CD-46	3003-3031	142	57,95,101,104, 177,404,449, 568, 798	60
D.S.R.-IV, Alipore	8046	2014	CD-46	3151-3179	142/827	L.R.-798	40
D.S.R.-IV, Alipore	4384	2014	CD-25	612-632	143	R.S.-129 and L.R.-798	89
D.S.R.-IV, Alipore	8041	2014	CD-46	3003-3031		R.S.-129 and L.R.-798	10
D.S.R.-IV, Alipore	8046	2014	CD-46	3151-3179	194	L.R.-798	30
D.S.R.-IV, Alipore	8046	2014	CD-46	3151-3179	195	L.R.- 57, 95, 101,104, 177, 404, 449, 568,	17
D.S.R.-IV, Alipore	8041	2014	CD-46	3003-3031	196	L.R.-57, 95, 101, 104, 177, 449, 568,	7
D.S.R.-IV, Alipore	8041	2014	CD-46	3003-3031	198	L.R.- 57,95,101,104 177,404,449, 568, 798	7
D.S.R.-IV, Alipore	4383	2014	CD-25	593-611	202	L.R. - 795, 796, 797	62
A.D.S.R-Baruipur	00671	2017	1611-2017	11446-11468	205	RS- 227, L.R.- 799, 800, 801	6.50
						TOTAL =	934.72

C. Since after purchase, the First Party/Owner has been possessing, enjoying and exercising its rights, title, interest of the said project land peacefully without any interruption from any corner, by paying all rent and taxes before the competent authorities and has every right to transfer the same to anybody against valuable consideration.

D. Thereafter the above-mentioned **MALINATH TRADING PVT. LTD.** (presently known and identified as **SHARDA SONS RESOURCES PRIVATE LIMITED**) the Owner herein, has mutated its name as the Owner in the records of B.L.& L.R.O- Baruipur, South 24 Parganas under **L.R. Khatian No. 1420,**

2121 and 2146 and the mutated area is **916.97 Decimal** and rest quantum of land will be mutated and converted as required for the said project by the developer at the earliest possible.

- E. Thereafter for the benefit of the project a few quantum of land was purchased from another company whose L.R. Khatian No. is/was 1426 and a few quantum of land in R.S. & L.R. Dag Nos. 94,95 and 96 was sold to another company whose L.R. Khatian No. is/was 1420, by virtue of several Deed of Conveyances.
- F. After the aforesaid transfer, the Owner/First Party herein, has become the lawful owner and possessed of ALL THAT piece and parcel of Shali and Bastu Commercial land measuring **918.46 Decimal** (i.e. **9.1846 Acre**) more or less in R.S & L.R Dag Nos. 93, 94, 95, 96, 97,98, 99, 101, 111, 133,134, 135, 137, 138, 139, 140, 141, 142, 142/827, 143, 194, 195, 196, 198, 202 and 205 under L.R. Khatian Nos- 1420, 1426,2121, 2146 and 800. lying and situated at **Mouza- Sultanpur, J.L. No.-16, Revenue Survey No. 47 and 190, Touzi No.250, Pargana- Medanmalla ; District Sub-Registration Office at Alipore, Additional District Sub-Registration Office- Baruipur, Police Station - Baruipur,** within the jurisdiction of **Mallickpur Gram Panchaya**, in the District of South 24 Paraganas, more fully and particularly described in the PART-I OF THE FIRST SCHEDULE hereunder written, which is free from all encumbrances, charges, liens, lispense, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner.
- G. The Owner also got its name mutated in respect of the said project land in the records of Mullickpur Gram Panchayat, South 24 Paragana, which has since been recorded under Holding Nos. 577 & 578.
- H. Thereafter the aforesaid plots and part of the plots of land and /or project land, more fully and particularly described in the PART-I OF THE FIRST SCHEDULE hereunder written, have already been converted from 'Shali' to "**Bastu Commercial and/or Housing Complex**" from the concerned authority.
- I. The Owner/ First Party is desirous of utilizing the said Project Land for gain. So, the Owner/ First Party has approached the Developer/ the Second Party for the same. The Developer considering the proposal of the Owner/ First Party, has also agreed to develop the said land into the Residential Building(s) and Row Houses/Bungalow with various modern facilities on joint venture basis at its own expenses and with its expertise, know-how and experience.

J. At or before the execution of this Development Agreement, the Owner/First Party herein has assured and represented himself/itself to the Developer as follows :

(i) The Owner herein is holding free from all encumbrances in respect of the said project land in entirety more fully described in the **PART-I OF FIRST SCHEDULE** hereunder written and /or given.

(ii) No person other than the aforesaid Owner herein, has any title of any nature whatsoever in the project land or any part thereof.

(iii) The right, title and interest of the Owner herein in the project land is free from all sorts encumbrances, charges, liens, lispendences, damages, claims, hindrances, attachments, debts, dues, acquisition and requisitions whatsoever and the Owner herein have good marketable title in the said project land mentioned in the **PART-I OF THE FIRST SCHEDULE** herein below.

(iv) The project land or any part thereof is at present not effected by any acquisition and requisitions or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceeding has been received or come to the notice of the Owner herein.

(v) Neither the project land nor any part thereof has been attached and/or is liable to be attached due to income Tax, revenue or any other public demand.

(vi) The Owner is legally competent to enter into this agreement with the Developer for the development of the project land, mentioned in the **PART-I OF THE FIRST SCHEDULE** herein below.

(vii) There is no impediment or obstruction, restriction or prohibition in the Owner/Owner' entering upon this agreement and/or in development and transfer of the said project land so developed.

K. The First Party and the Second Party sat on several meetings and in the meetings it has been decided that one Development Agreement and one Development Power of Attorney would be executed in respect of the project land mentioned herein before and the Second Party shall construct the building/buildings therein in terms of the "Development Agreement" and "Development Power of Attorney" to be executed separately.

L. Out of the aforesaid plots of land, the **Developer /Second Party** mentioned herein, is, at first , developing Phase-wise , part by part, a Housing Complex of ownership flats on piece and parcel of vacant land measuring about **131.35 Decimal** more or less, lying and situated in **R.S & L.R Dag Nos-**

133, 141(P), 142(P), 198, Under L.R. Khatian No.- 1420, by Nature - Bastu Commercial, at Mouza- Sultanpur, J.L. No.-16, Revenue Survey No. 47 and 190, Touzi No.250, Pargana- Medanmalla ; District Sub-Registrar Office at Alipore, Additional District Sub-Registrar Office- Baruipur, Police Station - Baruipur, within the jurisdiction of **Mallickpur Gram Panchayat**, being **Holding No. 577**, in the District of South 24 Paraganas, categorically mentioned in the Part-II of the First Schedule written hereunder and hereinafter referred to as the SAID PLOTS OF LAND ,which is/will be called and treated as "**PHASE-I**" which consists of **4(Four) Blocks** such as **Block-1, Block-2, Block-3 and Block-4** respectively as per Sanctioned Plan .

- M. As per the terms and conditions agreed & decided in the meetings by and between the Parties in connection with the development of the said project land , at the cost and expences of the **Developer /Second Party**, the **Land Owner/First Party** mentioned herein had already obtained **Sanction of the Building Plan** from the **South 24 Parganas Zilla Parishad, vide Plan No.- 441/571/KMDA, dated-09-08-2016**, which was subsequently approved by the **Mallickpur Gram Panchayat, vide Approval No.- 117/MGP/16, dated- 11-08-2016**, for the construction of the flat/flats. **Now it is renewed on 29-11-2022 and valid upto 07-08-2025.**
- N. The parties herein do hereby record into writing the terms and conditions agreed by and between them in connection with the development of the said project land and the commercial exploitation of the Residential Cum Commercial Building/Buildings by the Parties and their respective contributions, rights and obligations in respect of the same as hereinafter contained.
- O. For the purpose of execution and registration of the Development Agreement and Development Power of Attorney, the Owner and the Developer have resolved it by their respective Board Meeting including development of the said project land as mentioned in the PART-I OF THE FIRST SCHEDULE hereunder written and have decided to execute the Development Agreement as per the terms and conditions mentioned below.
- P. The terms and conditions of this Development Agreement is fair and reasonable and for the benefit of the parties hereto and the Owner/ First Party is under no coercion to enter into this Agreement.

PART-III # WITNESSETH:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. AGREEMENT AND CONSIDERATION:

- 1.1. The parties have agreed and contracted with each other for development of the said project land and commercial exploitation of the same and developments thereof for the mutual benefit of the parties respectively as contained herein and for the consideration and on the terms and conditions hereinafter contained.
- 1.2. In consideration of the mutual promises and obligations of the parties contained herein, the Owner hereby agrees to provide the said project land and to allow the same to be henceforth used exclusively and solely for the purpose of development of the same by the Developer and agrees that with effect from the date of execution hereof, the Developer shall have the sole, exclusive right and authority to develop the said project land into the residential cum commercial building/buildings and/or row houses/bungalows and to market the same in the manner mentioned hereunder. The Owner hereby agrees to grant, sell and transfer the proportionate undivided shares of the said project land attributed to the Developer's allocation to the Transferees nominated by the Developer.
- 1.3. In consideration of the owner providing the land at the said project, the Developer shall develop the Building Complex and Row Houses/Bungalows and construct or cause to be constructed the same and shall comply with its obligations and liabilities herein contained and the parties agree that in the Building Complex and Row Houses/Bungalows, the parties shall be entitled to the following allocations respectively as following:-
 - (a) In lieu of the project land, the Developer shall handover and the Owner will be entitled to get **29 % (Twenty Nine Percent)** of constructed area in the proposed Building(s) and Row Houses/Bungalows as mentioned in Para **No.- 15.1**, including Common Areas, facilities, amenities and installations as being the "**Owner's Allocation**".
 - (b) In lieu of making construction of the building(s) and row houses/bungalows, the Developer is entitled to and shall have liberty to transfer **71 % (Seventy One Percent)** of constructed area in the proposed

buildings and row houses/bungalows, as mentioned in Para No.-15.2, including Common Areas, facilities, amenities and installations as being the "Developer's Allocation".

1.4. Each of the promises herein shall be the consideration for the other.

2. **RIGHTS OF POSSESSION OF LAND AND DECLARATION OF THE OWNER:**

i) The First Party/Owner are allowing construction of the building together with rights of possession of the land mentioned in the **PART-I OF THE FIRST SCHEDULE** hereunder written in favour of the Developer/Second Party.

ii) The Owner doth hereby undertakes and declares that the title of the project land or any part of it has not been impeached and or encumbered.

iii) The Owner doth hereby further agree and covenant with the Developer not to let out, grant lease, mortgage, charge or otherwise encumbered or part with possession with the said project land or any part thereof as from the date of this presents according to the expressed terms of this Development Agreement.

3. **HANDOVER OF TITLE DEEDS AND OTHER DOCUMENTS:**

The Building/Row House/Bungalows would be constructed upon the Project Land in 5(five) Phases i.e., Phase Nos.I, II, III, IV & V. The Developer shall construct Building/Row House/Bungalows as per sanction of the building plan in Phase wise. After obtaining sanction of the Building plan of the First Phase, the Owner shall handover the possession of the Land of the First Phase to the Developer along with a Letter of Possession whereby and whereunder the Developer has received possession of the same from the Owner. The Owner herein have already delivered all the title deeds and documents in original related to the said project land to the Developer/the Second Party and until the date of completion of the project, these will be kept with the Developer. If the Project fails owing to cause of the Developer, the Developer shall handover all the original documents, title deeds relating to the said project land to the Owner immediately.

4. **OBLIGATIONS OF THE DEVELOPER:**

4.1 The Developer hereby agrees and undertakes with the Owner that the Developer shall have the obligation to mutate the name of the Owner in the records of B.L. & L.R.O. and Gram Panchayat at the cost and expenses of the Owner.

4.2 **The Developer hereby agrees and undertakes**

(a) To cause to be corrected any errors or omissions in the records of the B.L.& L.R.O., Baruipur, Govt. of West Bengal, Mullickpur Gram panchayat etc. and

any other relevant offices/authority to ensure that the said project land is fit for development with the help of the Owner at the cost and expenses of the Owner.

(b) To apply for and obtain any clearance or other certificate as may be required for sanction of the Building Plan(s).

4.3 In case any encumbrance or curable defect/deficiency in title of the project land, is found to be affecting the said project land or any part thereof, the Developer shall remove and cure the same with the assistance of the Owner at its own costs and expenses promptly.

5. **EXECUTION OF DEVELOPMENT POWER OF ATTORNEY:**

The Owner/the First Party shall execute a 'Development Power of Attorney' in favour of the Developer for the execution of the project and also for smooth and expeditious implementations of the project, if required.

6. **COST TO BE BORNE BY THE DEVELOPER:**

a) All costs and expenses to be incurred in the paper work and otherwise, for getting the plans sanctioned (including fees of the Architects and all fees, costs and charges payable for sanction, modification, alteration and/or revision of building plans) and for making applications for other purposes like installation of water connection, electricity connection, telephone connection, lifts and for all other similar purposes shall be entirely borne by the Developer/ the Second Party.

b) The Developer had already made the conversion of most of the plots of the project land, for construction of the building/rowhouse/bungalows and obtains land ceiling clearance from the competent authority in respect of the said project land mentioned in the **PART-I OF THE FIRST SCHEDULE** hereunder written.

c) After obtaining sanction of the building plan and during construction of the building, if the Developer herein constructs extra area beyond the sanction, then the Developer will bear expenses for extra area and handover the possession of **29% (Twenty Nine Percent)** of constructed area in the proposed Building(s) and Row Houses/Bungalows as mentioned in Para No.- 15.1, including Common Areas, facilities, amenities and installations, to the Owner but the Developer shall ratify the sanction of the extra area of the Project phase-wise:

7. **CONSTRUCTION AS PER SANCTIONED PLAN:**

The construction of the entire project shall be made in accordance with the sanctioned building plan and its modification, if any, by the Developer/ the Second Party.

8. EXECUTION OF THE PROJECT:

- 8.1 **Building Plans :** The Developer shall prepare or cause to be prepared building plans and apply for the same for the construction of the Buildings at the said project land. The plans for the construction of the Buildings shall be caused to be sanctioned, modified and/or altered from time to time by the Developer at its own costs and expenses. The Parties' Copies of the Structural and Architectural plans in original, sanctioned by the competent authority, will be kept with the Developer. The Owner shall keep the certified copy of the Structural and Architectural plans in its custody. Upon completion of construction of the Building Complex & Rowhouses or Bungalows, the plans which form part of the documents of title shall along with the other documents of title be kept by the society (upon formation) in its safe custody. The Developer shall provide one certified copy of this "Development Agreement" and one "Development Power of Attorney" to the Owner.
- 8.2 The Developer with the mutual consent of the Owner shall be entitled from time to time to cause modifications and/or alterations to the building plans .
- 8.3 The Developer shall construct the basic common areas and installations as per the specifications contained in the **SECOND SCHEDULE** herein below and charge the extras and deposits in respect of the items specified in the **THIRD SCHEDULE** herein from the Transferees/ intending purchasers. The Developer shall be free to add any other infrastructure or amenity as common area or installation and in such event the Developer shall be entitled to claim or recover such costs, charges or expenses in respect thereof from the Transferees/intending purchasers as the Developer may deem fit and proper. If the Developer claims any extra costs and/or charges such as sinking fund, maintenance charges, generator charges, club charges (any charges save and except the sale price of flat/unit and car parking space) etc. from the transferee/intending purchasers, the said amount will be transferred to the Developer's account for Owner' allocation also after collecting the same from the intending purchasers.
- 8.4 **Construction of Building Complex :** The Developer shall construct, erect and complete the proposed Building Complex along with row houses/bungalows in a good and workman like manner with good and standard quality of materials and shall construct and finish the development work in accordance with the specifications mentioned in the **SECOND SCHEDULE** written hereunder. The Developer shall construct and build the Buildings and/or Rowhouses /Bungalows in accordance with the Building Plans and to do all acts, deeds

and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time. The construction shall be done by the Developer as per Law .

- 8.5 The Developer shall be entitled to apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities, inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Building Complex and/or Rowhouses /Bungalows, at its own cost and expences.
- 8.6 In addition to the obligation, the Owner shall execute a registered "**Power of Attorney**" in favour of the Developer as contained hereinafter, the Developer shall be authorized and empowered and wherever possible in its own name as the Developer to apply for and obtain all permissions, approvals and clearances from any authority whether local, state or central for the construction of the proposed Building Complex and/or Rowhouses /Bungalows and also to sign and execute all plans, sketches, papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the said project land or any portion thereof and/or for obtaining any utilities and permissions.
- 8.7 The Architects and the entire team of people required for execution of Building Complex and/or Rowhouses /Bungalows of the project, shall be such person as may be selected and appointed by the Developer with the mutual consent of the land owner also for the purpose of construction such as architects, structural engineers, contractors, labourers, care-takers, etc. who will be under appointment from and/or employees of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration etc., or their acts in any manner whatsoever and the owner shall have no responsibility in these matters .
- 8.8 The Developer shall also be liable to apply for and to obtain any other certificate, permission, clearance etc., as may be required or found necessary for development of the said project land.
- 8.09 For all or any of the purposes contained hereinabove, the Owner shall render all assistance and co-operation to the Developer and sign, execute and submit and deliver all plans, specifications, undertakings, declarations, papers and documents at the costs and expenses of the Developer, as may be lawfully or reasonability required by the Developer from time to time.

8.10 **Time for Completion:** The Developer hereby agrees to complete the development of the said Project within **48 (Forty Eight) months** from the date of execution of this agreement. Further Grace period of **6 (Six) months** may be allowed by the owner to the developer subject to satisfactory progress of all 5 phases of construction and milestones achieved. It is pertinent to mention herein that the Developer shall complete this **project** in complete compliance with the specifications and other relevant clauses and to obtain completion certificate (fit for occupancy) within the stipulated period of 48(Forty Eight) months from the date of execution of this agreement with a conditional grace period of 6 (Six) months. Time for completion of the proposed building complex/project is the essence of the contract, however, it may please be noted that in case of any change in regulations of the competent authority bearing effects on the timely completion of the projects in phases, this time frame may be modified with mutual consent and agreement.

8.11 The entire project will be developed in **5(Five) Phases** such as Phase-I, Phase-II, Phase-III, Phase-IV and Phase-V and each of the Phases will be completed within a certain period as mentioned in Para No.8.10 , details of which are as follows :

a) Phase-I : The construction of the residential flats will be made in this Phase and it will be completed within the **month of December'2024**.

b) Phase-II : The construction of the row houses/bungalows/apartments will be made in this Phase and it will be started from the **month of April '2023** and the same will be completed within the **month of April '2025**.

c) Phase-III : The construction of the row houses/bungalows/apartments will also be made in this Phase and it will be started from the **month of April '2024** and the same will be completed within the **month of December'2025**.

d) Phase-IV : The construction of the row houses/bungalows/apartments will also be made in this Phase and it will be started from the **month of January '2025** and the same will be completed within the **month of October'2026**.

e) Phase V : The construction of the row houses/bungalows/apartments will also be made in this Phase and it will be started from the **month of April' 2026** and the same will be completed within the **month of March, 2027**.

The complete execution of this project will be done in 48 months from the date of this agreement adhering to the time lines mentioned above for phases also. It is specifically agreed and mentioned herein that after completion of 50% of each phase the subsequent phase will be started (save and except the Phase -

II) . In case of delay in starting and/or completing any phase of the project as against its scheduled date leading to delay in overall completion of the project beyond tolerable limit i.e. 6 months, both the parties will sit together and consider the reasons for delay in execution of the project. If the reasons for delay in phase wise progress of the project is found to be unsatisfactory to the owner, then this agreement will cease to exist and project completion time limit of 48 months will have no value.

However, the entire Project shall be completed within **48 (forty eight) months** from the date of execution of this Agreement with a grace period of **6(Six) months** allowable subject to deliverables and mile stone achieved.

The Developer shall complete the project in strict adherence as per Point No.8.11.

9. MARKETING:

9.1 The Owner doth hereby appoint the Developer and grant permission and the rights and authority to the Developer to market all the units of the Owner's Allocation as mentioned in Point No.15.1 herein below and the Developer shall also have exclusive right to market all the units of its Allocation as per Point No.15.2 herein below. The Owner shall have exclusive right to sell its own allocation during the construction of the project's building without any participation. However, the Owner and the Developer shall jointly appoint a Marketing Agent as per agreed separate Marketing Agreement for the purpose of their respective allocation to its intending buyer(s) or its nominee and the Owner and the Developer shall pay remuneration to the marketing agent(s) for their respective allocation. The Developer shall help and assist the Owner and/or its marketing agent to sell its allocation to its intending buyers. The sale and/or booking of the building(s)/flats/apartments/Row Houses/Bungalows shall be started through the marketing agent only after dividing the allocation of the Owner and the Developer as 29: 71 ratio in respect of each and every phase. This may be very clearly understood that in case of sale of both the Parties' Allocations through Marketing Agent during the currency of project, the sale procedure of the project will be solely handled by the Developer only.

It is also pertinent to mention that sales commission of the third party agency towards sales of the units of the project will be shared and/or borne by the Developer and the Owner on sale of their allocated area as **29: 71** ratio.

- 9.2 The Owner doth hereby give permission to the Developer to convey and/or assign and/or transfer the undivided impartible proportionate share in project land attributed to the Developer's Allocation in favour of its nominee/intending purchaser(s). It is pertinent to mention herewith that only after obtaining sanction of the building plan from the concerned authority and dividing their allocation as 29:71 ratio (Owner's Allocation: Developer's Allocation), during the construction of the building complex/rowhouses /bungalows, the Parties herein shall execute and register "Agreement for sale" and/or "Deed of Conveyance" in respect of their Allocation together with undivided and impartible proportionate share of land to its nominee/intending purchasers.
- 9.3 The Developer shall be entitled to appoint brokers, sub-brokers and other agents for sale and transfer of the Transferable/Saleable Areas at such remuneration and on such terms and conditions as it may deem fit and proper and the cost of brokerage will be borne by the Developer and the Owner as per sale of their respective allocation.
- 9.4 The Developer shall accept bookings of any Transferable/Saleable Area from any Transferee and if necessary to cancel, revoke or withdraw any such booking in respect of its allocation.
- 9.5 In no case of underselling or discounting prices for both the allocations is envisaged, the Developer's market price from time to time will be adhered. It will only be possible by mutual consent.
- 9.6 The final Deed of Conveyance in respect of the Transferable/Saleable Areas shall have both the Owner and the Developer as parties and be signed by the Constituted Attorney/authorized representatives of the Owner and the Developer. The Owner agrees to execute a Development Power of Attorney and/or register one or more "Power of Attorney" in favour of the Developer as may be required or necessary from time to time to execute the "Agreements for Sale", Agreements and Deed of Conveyance on behalf of the Owner to convey undivided proportionate share of project land in respect of Developer's Allocation only.
10. **SUPPLEMENTARY DEVELOPMENT AGREEMENT:**
After obtaining sanction of the building plan of the project from the concerned authority part by part or from time to time, the Owner and the Developer shall prepare Supplementary Development Agreements in respect of each and every sanctioned plan, dividing their allocation as 29:71 ratio, thereafter the

Developer and the Owner shall sell their respective share to their intending Purchasers and or transferees.

11. REALISATION:

The Owner shall be entitled to get its share of realization and the Developer shall also be entitled to get its share of realization

12. RIGHTS OF GETTING PROJECT FINANCE :

- a) The Developer may arrange for getting financing of the Project from a Bank/Financial Institution, hereinafter called and referred to as the "**Project Finance**". Such Project Finance can be secured on the strength of the security of the Developer's Entitlement/Developer's Allocation (save and except the Owner allocation) at the own risk of the Developer but collateral security may be created by depositing the original title deeds of the said Property mentioned in the **PART-I OF THE FIRST SCHEDULE** herein below only. If the Developer unable to repay the Project finance to the Bank or Financial Institution, the Owner shall have no obligation to pay the amount borrowed by the Developer and the Owner shall have no liability or responsibility in it. It is further clarified that the Developer shall solely remain liable and responsible for repayment of the amount so borrowed together with the interest and penal interest accrued due thereon and shall keep the Owner saved, harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings including litigation costs.
- b) The **intending purchaser/transferee** and/or nominee who wants to purchase the flat/unit/floor/constructed area from the developer/ owner, he/she/they shall obtain loan from the bank/financial institution keeping the said flat/unit/floor/ constructed area as equitable mortgage from whom the intending purchaser/transferee and/or nominee would obtain loan and in this regard, the Owner will assist/co-operate with the intending purchaser/transferee as well as the Developer in all respects specially for getting N.O.C.. However in no case the owner will sign any documents to become party to any loan and/or bank finance availed by the developer.
- c) It is pertinent to mention that Project Finance from any financial institution will be made Phase wise, secured on the strength of the security of the Developer's Entitlement/Developer's Allocation (save and except the Owner allocation) by creating collateral security by depositing the original title deeds of the said Property mentioned in the **PART-I OF THE FIRST SCHEDULE** herein below upon which sanction for construction of the part of the project will be received from the concerned authority time to time.

d) **No Objection to the Developer and/or the Intending Purchasers :**

The Owner hereby covenants that (i) the Developer shall be entitled to obtain construction loan **Phase wise** from any financial institution in line with clause mentioned above (ii) the Intending Purchasers shall also be entitled to obtain loan from any bank/ financial institution by mortgaging their respective flat/unit/floor/ constructed area as equitable mortgage and (iii) the Owner shall also grant consent for creation of charge/mortgage by the Developer or its nominee in respect of Spaces/Units forming part of Developer's Allocation only.

13. **SECURITY DEPOSIT:**

Subject to the other terms and conditions thereof, the Developer/Second Party shall deposit with the Owner/1st Party, a sum of **Rs.11,00,000/- (Rupees Eleven Lakhs) only as Refundable Security Deposit Money** which will be paid on the date of signing/execution and registration of this agreement and it will be refunded after completion of the proposed project without any interest and/or adjusted on pro-rata basis time to time .

14. **COMMON PURPOSE:**

14.1 As a matter of necessity, the Owner and the Developer and all persons deriving rights, title and/or interest from them or any of them, in using and enjoying the Transferable Areas would be bound and obliged to pay the amounts and outgoings and comply with the obligations, restrictions, conditions and covenants as may be framed by the Developer and the Owner mutually and adopted for or relating to the Common Purposes.

14.2 The Developer shall, upon completion of the proposed development, form one Association (which may be a Society or Company or Association as may be deemed proper and expedient) for the Common Purposes and till such time as the Association is formed the Developer shall be in charge for the Common Purposes.

15. **RATIO OF THE ALLOCATION**

15.1 In lieu of the project land, the Owner shall get and the Developer shall handover **29 % (Twenty Nine Percent)** share in the Transferable Areas/ Constructed Areas in the building(s)/flats /apartments /Row Houses /Bungalows together with undivided and impartible proportionate share of the

land under the said building(s) including all rights easements, common facilities and amenities annexed to the Project "SQUAREMARK MOHORKOONJO", details of which are mentioned in the Fifth Schedule herein below and

- 15.2 In lieu of making construction upon the project land, the Developer shall get **71 % (Seventy One Percent)** share in the Transferable Areas/ Constructed Areas in the building(s)/flats/apartments/ Row Houses/Bungalows together with undivided and impartible proportionate share of the land under the said building(s) including all rights easements, common facilities and amenities annexed to the Project "SQUAREMARK MOHORKOONJO", details of which are mentioned in the FIFTH SCHEDULE herein below .

16. PARTYS' OBLIGATIONS:

A) OWNER' OBLIGATIONS:

- i) The Owner hereby agrees and covenants with the Developer not to transfer and/or assign the benefits of this Agreement or any portion thereof (only for the case of project land, mentioned in the PART-I OF THE FIRST SCHEDULE herein below), without the prior consent in writing of the Developer and any assignment or transfer without such prior written consent shall make the Owner collectively liable for payment of damages and compensation to the Developer.
- ii) In case any encumbrance or curable defect/deficiency in title of the project land, is found to be affecting the said project land or any part thereof, the Owner shall remove and cure the same at its own costs and expenses promptly with the assistance of the Developer (if required).
- iii) The Owner has the obligation to establish the clear marketable title of the said project land as on the basis of their supervision and guidance and necessary searching.
- iv) The Owner has assured the Developer that the project land mentioned in the PART-I OF THE FIRST SCHEDULE hereunder, is free from all encumbrances, lien, lispendences and liabilities whatsoever from any corner.

B) DEVELOPER'S OBLIGATIONS:

The Developer shall do the following:-

- a) The Developer shall construct at its cost and expenses the said Residential cum Commercial Building Complex and Row Houses/Bungalows as per sanction of the building plan for the said project land.
- b) The Developer shall assist the Owner to mutate the name of the Owner in respect of the rest portion of the project land which has not yet been mutated in the records of the B.L. & L.R.O.
- c) The Developer shall assist the Owner to obtain certificate for conversion of the land from Sali to "Bastu and Commercial and/or Housing Complex" from the concerned authority (if any).
- d) The Developer shall also assist the Owner to obtain land ceiling clearance from the competent authority (if required) .
- e) The Developer shall obtain the sanction of the building plan part by part in respect of the said project land at its cost and expenses .
- f) Project's name has mutually been fixed by the Parties mentioned herein before as "**SQUAREMARK MOHORKOONJO**".
- h) All of the utility charges such as maintenance for generator, transformer, Club House, sinking fund etc. will be collected by the Developer from all the Transferees/Intending Purchasers for both the allocations .
- i) The Developer shall be liable to collect GST, T.D.S. and all other taxes imposed by the Govt., from transferee/Intending Purchaser(s) and bound to deposit the same with the concerned authorities.
- j) The Developer shall be liable to pay all assessments, outgoings, taxes, etc. in respect of the said property up to the date of execution of this Development Agreement. Thereafter, the same shall be paid and borne by the Developer alone till the apportionment of the super-structure is completed in all respect as agreed in the present Development Agreement. Thereafter, the respective Owner of the respective part of the super-structure themselves shall be responsible for the same from the respective dates of their coming to acquire their respective shares of super-structure.
- k) All out-of-pocket expenses, incidental to this agreement, shall be borne and paid by the Developer alone and shall bear and pay the Advocates' professional fees of the Project, appointed by the Developer only .

17. **MISCELLANEOUS:**

- 17.1 For all or any of the purposes mentioned herein, the Owner shall fully cooperate with the Developer in all manner and sign, execute, submit and/or deliver all applications, papers, documents, plants, etc. as may be required of, by the Developer from time to time at the cost and expenses of the Developer:

- 17.2 The Owner shall have the right to inspect the work and its progress regularly and any deviation of agreement or defects pointed out shall be rectified by the Developer. Any notice pointing out defect shall be given promptly and in any event within a reasonable time in respect of the works going on.
- 17.3 The Developer shall also be entitled to get the project's Loan against the said project land approved from the Banks and/or Financial Institutions to enable the persons interested in acquiring and owning Transferable/Saleable Areas to take loans from any such Banks or Financial Institutions. In case owing to any loans or finances obtained by the Developer, the Owner suffers from any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owner saved harmless and indemnified in respect of the same thereof.
- 17.4 At least one meeting will be held in the gap of every **3 (Three) months** between the parties for better communication and for smooth and expeditious implementations of the project.
- 17.5 All major decisions will be taken by the Developer and the Owner mutually relating to the execution of aforesaid project.
- 17.6. In case of execution of Deed of Conveyance of the Developer's Allocation in favour of the transferee/nominees, the Constituted Attorney of the Owner will sign the Deed of Conveyance on behalf of them as one of the Vendors and In case before or during the construction of the building/row houses/bungalows if the Owner intend to sell its own allocation to the transferees/nominees then the Developer would be the confirming party.
- 17.7. The amount of Sinking Fund, Utility Charges, Maintenance Charges and Extra charges & Deposits mentioned in the **THIRD SCHEDULE** herein below, save and except the amount of sale proceeds of Units/transferrable area of Owner' Allocation will be collected from the intending Purchaser (s) in the name of the Developer directly and/or by the Land Owner mentioned herein above for its own Allocation which will be refunded/reimbursed to the Developer as per requirement.
- 17.8. In case of cancellation of the booking of the flats/apartments/row houses/bungalows of the Owner' Allocation in the project, the amount of sale price including all the utility charges collected by the Land Owner mentioned herein above and kept with it, by way of selling the same, the Land Owner will be liable only to refund the same to the intending Purchaser(s) within the stipulated time as mentioned in the "Agreement for Sale", made with the

intending purchasers. If the amount of Sinking Fund, Utility Charges, Maintenance Charges and other charges save and except the amount of sale proceeds of flats/apartments/row houses/bungalows and car parking space of Owner' Allocation will be collected by the Land Owner from the intending Purchaser(s) and thereafter paid to the Developer, then the Developer will be liable to refund for the portion of the said amount only.

- 17.9. For the payment of G.S.T, T.D.S. and other taxes (if applicable) for the sale of the Units, the Developer will be liable for the same for its own allocation only and the Owner will also be liable for the same for their respective own allocation only i.e. each of them will not be liable due to the same for other's allocation .
- 17.10. After completion of construction of the project Phase wise , the Developer shall handover to the Owner of its allocation and if any unit/flat/apartment/Row House/Bungalow is/was unsold, the Maintenance Charges of the unsold units/flats/apartments/Row Houses/Bungalows of the Owner's Allocation, shall be paid by the Owner from the date of hand over of the possession and/or Completion Certificate (C.C.)/Occupancy Certificate which is earlier. The Owner herein or its intending Purchaser(s) will also pay G.S.T., if applicable for the unsold flats/units.
- 17.11 The Owner have already provided and handed over an area of **918.46 Decimal (I.e.9.1846 Acre)** more or less, to the Developer herein for making the project.
- 17.12 As the Land Owner herein is not interested further to arrange and provide the required quantum of land for making the said project in future, the Developer herein and/or its nominated any Third Party may arrange and purchase and provide the same for this purpose and in that case, the Developer or its nominated Third Party will be included as the Party/Beneficiary of the Development Agreement. Besides this, contiguous plots of land will be included in the project which will be amalgamated and in this case all the facilities/amenities, all rights of ingress and egress and user rights of this project will always be the part of the entire project.
18. **DEFAULTS:**
- 18.1 In case, the Owner complies with and/or is ready and willing to carry out its obligations as stated herein and the Developer fails and /or neglects to comply with its obligations to construct and complete the Building Complex and/or Bungalows of this project within the stipulated period in phased manner, the

Developer shall not be entitled to get any extension of time and in case of failure to complete the building, the Developer shall be liable to pay penalty for the undelivered portion of the Owner's Share as an annual rental value as prescribed for that locality by the competent authority. It is always **Rs. 'X' per sq.ft per month**. 'X' is as prescribed by the authority.

- 18.2 In case the Owner complies with and/or is ready and willing to carry out its obligations as stated herein and the Developer fails and /or neglects to comply with its obligations hereunder, the Owner shall give a written notice to the Developer to rectify/correct the default within 30 days of such notice and in case the Developer fails to rectify the default within such 30 days notice period, the Owner shall be entitled to sue against the Developer for specific performance of the contract/ and or damages.
- 18.3 If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this agreement or to extend full co-operation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by it from the defaulting party without prejudice to its other rights hereunder.
- 18.4 Without prejudice to the other provisions hereof, the Owner specifically agree and accept that in case of a default made by the Owner, remedy in damages may not be sufficient remedy to the Developer (if thinks) and the Developer shall be well and truly entitled to seek and obtain the remedy of specific performance of the contract against the Owner.
- 18.5. In case any encumbrance or curable defect/deficiency in title is found to be affecting the said project land or any part thereof before or after starting the constructions works , the Land Owner only will be liable for the same relating to the said defect of Title of project land and remove and cure the same at its own costs and expenses promptly. They will also bear all losses, damages, penalties incurred relating to the same.
- 18.6. Any litigation/suit relating to the construction of the project , will henceforth be taken care of by the Developer being the Attorney of the Land Owner (after execution and registration of Development Power of Attorney) and/or in case the same is managed by the Land Owner , the expenses made by them , will be reimbursed by the Developer.

19. **INDEMNITY:**

- (a) The **Developer** shall indemnify the **Owner** against any claim whatsoever related to the construction of this project in the extent of this Agreement, if any litigation arises due to default on part of the **Developer**.

- (b) The Second Party/Developer herein indemnifying the Owner that any of transactions made between them and or nominee/nominees in whatsoever manner, the **First Party/Owner** shall remain harmless and non-labile.

20. **COMMON RESTRICTIONS :**

- 20.1 Neither the Parties shall use nor permit to use of their respective constructed space or any portion of the new building for carrying any trade or activity detrimental to the peaceful living of the other occupiers of the buildings.
- 20.2 Neither the Parties shall demolish any wall or make any structural alteration to the buildings.
- 20.3 Both the Parties shall abide by all laws, bye laws, rules and regulations of the competent authority in enjoying the occupation of the buildings of the project.
- 20.4 Only the Developer will form an ad-hoc common body committee to look after the maintenance of the buildings.
- 20.5. Neither the Parties shall use or nor to permit to use of the projected area and/or any constructed space or any portion of the said building(s) for storing articles which may be detrimental to the free ingress and egress to the building or part thereof.
- 20.6. Both the Parties will allow the said Association or the common persons to enter into project for maintenance of the buildings upon giving notice in writing.
- 20.7 Both the parties and theirs transferees will bear proportionate tax, maintenance cost, day to day expenditure for their respective shares, after completion of the buildings/project.
- 20.8 The Owner hereby agrees and covenant with the Developer not to transfer and/or assign the benefits of this Agreement or any portion thereof (only for the case of Project Land) without the prior consent in writing of the Developer and any assignment or transfer without such prior written consent shall make the Owner collectively liable for payment of damages and compensation to the Developer.

21. **TERMINATION:**

That the agreement will be terminated on giving **3(Three)** months' notice by the parties to each other if the terms and conditions of this Agreement are not complied by the Parties herein .

22. LEGAL PROCEEDINGS :

- a) It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer as Constituted Attorney of the Land Owner (after execution and registration of Development Power of Attorney) to defend all actions, suits and proceeding which may arise in respect of the development of the said project and all costs, charges and expenses incurred for the purpose with the approval of the Owner shall be borne and paid by the Developer. The Owner hereby undertakes to do all such acts, deeds, matters and other things that may be reasonably require to be done in the matter and the Owner shall execute any such additional "Power of Attorney" and / or authorization as may be required by the Developer for the purpose of the Owner as undertake to sign and execute all such additional appliance and other documents as the case may be provided that all such acts deeds and things do not in any way infringe of the rights of the owner and /or go against the spirit of this agreement.
- b) Both the Developer and the Owner shall frame a scheme for the management and administration of the said building or buildings and/or common parts. The Owner and the Developer and their nominee hereby agree to abide by all rules and regulations of the management of the society/ association / holding organization.
- c) As and from the date of completion of the Building/Bungalows, the Developer and /or its transferees and the Owner and/or their transferees shall be liable to pay and bear proportionate charges on account of ground rent and other Taxes payable in respect of their space.

23. NOTICES:

All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

24. JURISDICTION

All disputes and differences that may arise between the parties hereto relating to or in connection with the matter of the present Development Agreement or

between the parties or their representatives shall be subject to the jurisdiction of the competent court where jurisdiction lies.

25. **APPLICATION OF RERA, 2016 :**

All the rules and regulations of the Real Estate (Regulations & Development) Act, 2016 (RERA) will be complied by all the concerned parties imposed by the Central Government as well as the State Government, by notification in the Official Gazettee (if any) time to time.

26. **ARBITRATION :**

a) All disputes and differences that may arise between the parties hereto relating to or in connection with the matter of the present Development Agreement, made between the parties or their representatives shall be referred to the sole Arbitrator whose decision shall be final and binding on both the parties.

b) All disputes or differences relating to the specifications, designs, drawings and as to quality of workmanship or material used in the work or as to any other question arising out of or relating to the contract, design, drawings, specifications, orders or otherwise in connection with the agreement or the carrying out of the works, whether during the progress of the work or after the completion or abandonment there shall be referred to the Arbitral Tribunal.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-I

(SAID PROJECT LAND)

ALL THAT piece and parcel of Shall and Bastu Commercial land measuring about 918.46 Decimal (i.e. 9.1846 Acre) more or less in **R.S & L.R Dag Nos. 93, 94, 95, 96, 97,98, 99, 101, 111, 133,134, 135, 137, 138, 139, 140, 141, 142, 142/827, 143, 194, 195, 196, 198, 202 and 205 under L.R. Khatian Nos- 1420, 1426,2121, 2146 and 800,** lying and situated at **Mouza- Sultanpur, J.L. No.-16,** Revenue Survey No. 47 and 190, Touzi No.250, Pargana- Medanmalla; comprised in the following **R.S.& L.R Dag Nos and L.R. Khatian Nos -**

R.S.& L.R. Dag Nos.	L.R. Khatian Nos.	Nature of Land	Total Area in Dag (In Dec.)	Own Area (In Dec.)	Mutated Area (In Dec.)	Area under this Agreeme nt (In Dec.)	Set Forth Value (In Rs.)
93	1420	Housing Complex	53	20.40	20	20.40	1000000
94	1420	Bastu Commercial	49	43.41	43.41	43.41	2000000
95	1420	Bastu Commercial	39	33.66	33.66	33.66	1500000
96	1420	Shali	13	7.67	7.67	7.67	350000
97	1420	Housing Complex	19	8.25	8.25	8.25	400000
	1426	Bastu Commercial		5.57	5.57	5.57	250000
98	1420	Housing Complex	28	28	28	28	1400000
99	1420	Housing Complex	28	28	28	28	1400000
101	1420	Housing Complex	53	53	53	53	2600000
111	1420	Shali	23	23	23	23	1150000
133	1420	Bastu Commercial	110	110	110	110	5500000
134	1420	Shali	73	73	73	73	3650000
135	1420	Housing Complex	21	21	21	21	1150000
137	1420	Housing Complex	34	34	34	34	1700000
138	1420	Housing Complex	19	19	19	19	950000
139	1420	Shali	20	20	20	20	1000000
140	1420	Bastu Commercial	26	26	26	26	1300000
141	1420	Bastu Commercial	36	36	36	36	1800000
142	1420	Bastu Commercial	60	60	60	60	3000000
142/827	1420	Shali	40	40	40	40	2000000
143	1420	Bastu Commercial	99	99	99	99	4850000
194	1420	Bastu Commercial	30	30	30	30	1500000
195	1420	Bastu Commercial	17	17	17	17	850000
196	1420	Bastu Commercial	11	7	6.40	7	350000
198	1420	Bastu Commercial	7	7	7	7	350000
202	1420	Bastu Commercial	77	62	62	62	3150000
205	2121	Shali	40	1.624	1.624	1.624	75000
	2146			3.248	3.248	3.248	150000
	800			1.628	0		100000
Total =			1025	918.46	916.97	918.46	4,54,75,000

District Sub-Registration Office at Alipore, Additional District Sub-Registration Office- Baruipur, Police Station - Baruipur, within the jurisdiction of **Mallickpur Gram Panchaya , Holding No. 577 & 578, Pin Code No. 700145**, in the District of South 24 Paraganas.

PART-II

[SCHEDULE OF LAND OF PHASE-I]

ALL THAT piece and parcel of vacant land measuring about **131.35 Decimal** more or less, lying and situated at **Mouza- Sultanpur, J.L. No.-16, Revenue Survey No. 47 and 190, Touzi No.250, Pargana- Medanmalla**, comprised in the following **L.R Dag Nos and L.R. Khatian Nos:**

L.R. Khatian Nos.	L.R. Dag Nos.	Nature of Land	Total Area In Dag (In Dec.)	Own Area (In Dec.)	Area for Phase-I (In Dec.)
1420	133	Bastu Commercial	110	110	110
1420	141	Bastu Commercial	36	36	7.86
1420	142	Bastu Commercial	60	60	6.49
1420	198	Bastu Commercial	7	7	7
		Total=	213	213	131.35
		=	2.13 Acre	2.13 Acre	1.3135 Acre

District Sub-Registration Office at Alipore, Additional District Sub-Registration Office at Baruipur, Police Station- Baruipur, within the Limits of **Mallickpur Gram Panchayat**, being **Holding Nos. 577, Pin Code No. 700145**, in the District of South 24 Paraganas which is butted and bounded as follows :

ON THE NORTH : Land of the Company in R.S & L.R. Dag Nos. 139(P) and 134.

ON THE SOUTH : Land of Others in R.S & L.R. Dag Nos. 199 and 200 and 10 mts. Wide Private Road of the Project on the Land of the Company in R.S & L.R. Dag No. 196.

ON THE EAST : Land of Others in R.S & L.R. Dag Nos. 132, 222 and 223.

ON THE WEST : 10 mts. Wide Private Road of the Project on the Land of the Company in R.S & L.R. Dag Nos. 141(P), 142(P) and 142/827.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Common Areas & Installations & Specifications)

A. Common Areas & Installations of Individual Building:

1. Staircases, landings and passage with glass panes and stair-cover on the ultimate roof.

2. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the one lift of the Designated Block.
3. At least one manual Lift with all machineries, accessories and equipments (including the lift machine room) and lift well for installing the same in the Designated Block.
4. Electrical installations with main switch and meter and space required therefore in the Building.
5. Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
6. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
7. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of any individual building.

B. Common Areas & Installations of the Building Complex:

1. Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed (and if installed then at extra costs as specified herein).
2. Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
3. Municipal Water supply or Deep tube well with water filtration plant (only in case of deep tube well) for water supply.
4. Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains.
5. DG Set, its panels, accessories and wirings and space for installation of the same.
6. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Building Complex.

C. Specifications as regards constructions of and fittings and fixtures to be provided in the Units of Housing Complex :

SPECIFICATIONS	
Foundation & Super	Earthquake-resistant RCC framed structure

Structure	INTERNAL SPECIFICATIONS
Wall finish	Internal walls with plaster of Paris.
Flooring	Vitrified tiles in all bedrooms, living/dining rooms, Balcony/Verandah.
Kitchen	Black Granite platform.
	Floor made with Anti-skid ceramic / vitrified tiles .
	Stainless steel sink.
	Dado up to 2 feet above the counter/platform with Ceramic tiles
	Provision for installing exhaust fan/ chimney
Toilet	Electric points for microwave & water filter floor with anti-skid Ceramic tiles
	Fine quality ceramic tiles on the walls up to lintel height
	CP fittings of ISI Mark of reputed brand
Windows	White Sanitary ware of ISI Mark of reputed brand
Doors	Anodized aluminium sliding glass windows with integrated MS grills
Electricals	Flush door with wooden frame for bedroom. Main door will be flush door with laminated finish on outside.
	Concealed copper wiring with modular switches(ISI marked)
	Door bell point at the main entrance door
	Adequate electrical points/switch boards in all bedrooms, living cum dining room, kitchen and toilet, AC point with starter in Master Bedroom only.
	Cable T.V. & intercom points in living and dining rooms
	Washing Machine Point will be given in Balcony
	Generator back up for 1 BHK - 500 Watt, 2 BHK - 600 Watt & 3 BHK - 800 Watt @ mandatory extra charges.
	EXTERNAL SPECIFICATIONS
Elevation	Modern aesthetic elevation
Wall finish	By synthetic base water proof paint
Ground Lobby	Vitrified Tiles on floor
Staircase & Floor Lobby	Vitrified Tiles / Marble on staircases & floor lobby
Elevators	Lift from a reputed manufacturer upto terrace.
Water Supply	24 hours through deep tube well
Security	CCTV at ground floor with 24x7 central security surveillance with intercom.
Fire fighting system	Adequate nos. of fire extinguishers in common areas.
Generator	Back up for all common areas, deep tube wells & lifts.
Common lighting	Overhead illumination for driveway. Necessary illumination in all lobbies, staircases & common areas.
Roof	Roof will be shaded.

D. Specifications as regards constructions of and fittings and fixtures to be provided in the Units of Row Houses/Bungalows :

SPECIFICATIONS OF ROW HOUSES	
Foundation & Super Structure	Earthquake-resistant RCC framed structure with composite masonry
	INTERNAL SPECIFICATIONS
Wall finish	Internal walls POP with Primer.
Flooring	Vitrified tiles in all bedrooms, living/dining rooms, Balcony/Verandah.
Kitchen	Black Granite platform.
	Floor made with Anti-skid ceramic / vitrified tiles .
	Stainless steel sink.
	Dado up to 2 feet above the counter/platform with Ceramic tiles
	Provision for installing exhaust fan/ chimney
	Electric points for microwave & water filter with standard quality

	water filter.
Toilet	Floor with anti-skid Ceramic tiles.
	Fine quality ceramic tiles on the walls up to lintel height
	CP fittings of ISI Mark of reputed brand
	White Sanitary ware of ISI Mark of reputed brand
Windows	UPVC frame and UPVC styles glass shutter with integrated MS grills
Doors	All doors with wooden frame, flush shutter both side laminated. Main door will be designer modular door with MS grill door.
Electricals	Concealed copper wiring with modular switches (ISI marked)
	Door bell point at the main entrance door
	Adequate electrical points/switch boards in all bedrooms, living cum dining room, kitchen and toilet, AC point with starter in all bedrooms.
	Cable T.V. & intercom points in living and dining rooms
	Washing Machine Point will be given in Balcony
	Generator back up for 800 Watt @ mandatory extra charges.
	EXTERNAL SPECIFICATIONS
Elevation	Modern aesthetic elevation
Wall finish	External surface plaster with CM. and also with synthetic base waterproof branded paint.
Stairs	Design stairs with stone finish tread and riser. MS Railing with glass and wooden handrail. External stairs with stone and tiles.
Water Supply	24 hours through deep tube well
Security	Gated Community with 24x7 security at main entrance and night patrol from evening to dawn. Connected with security through intercom for all emergency.
Generator	Back up for all common road access, park, landscape area and deep tube wells.
Common lighting	Street lighting and landscape area lighting.
Rooftop	Rooftop finish with water proof roof tiles and parapet with masonry.
Overhead Tank	Separate OH tank of 1000 litres.
Entry Gate	Entry portion with lawn and landscape as per design. Backyard kitchen garden. MS gate in entry and boundary wall with masonry and MS Grill.

Note: The Developer may change the specifications mentioned above with alternative substitutes available in market of same or similar quality or value.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(EXTRAS & DEPOSITS)

EXTRAS shall include:

- (a) All costs, charges and expenses on account of HT & LT power (including Sub-stations, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider;
- (b) Security or any other deposit (including minimum deposits or any deposit by any name called) and all additional amounts or increases thereof payable to the electricity service provider presently being WBSEDCL or other electricity service provider for electricity connection at the Building Complex.
- (c) All costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Building Complex.

- (d) Betterment fees, development charges, water connection charges and other levies, taxes, duties and statutory liabilities that may be charged on the said project land or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.
- (e) Cost of formation of Association / service maintenance company / Society.
- (f) Club and Club related facilities, equipments and installation, if so provided by the Developer.
- (g) Service Tax, Value Added Tax (VAT), or any other statutory charges / levies.

DEPOSITS (which shall be interest free) shall include:

- a. Deposit on account of maintenance charges, common expenses, municipal rates and taxes, etc.
- b. Any other deposits if so made applicable by the Developer for the Units, with the consent of the Owner, in the Building Complex.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON AREAS / PORTIONS OF THE PROJECT)**

COMMON AREA / PORTIONS shall include:

- a. Entrance and exits to the said project land and the proposed building.
- b. Boundary walls and main gate of the said project land .
- c. Ultimate Roof Top of the proposed building/s of several blocks.
- d. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).
- e. Drive way and Path and passage.

- f. Space for the meters where meters will be installed and electrical wiring and other fittings, (excluding only those as are to be installed within the exclusive area of any flat and/ exclusively for its use).
- g. Staircase and staircase landings, lobbies on all the floors, entrance lobby, darwan's room.
- h. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Buildings.
- i. Community hall, swimming pool, Gymnasium and other spaces for common use.
- j. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said Project land and the said Building as are necessary for passage and user of the flats/ units in common by the co-Owner.
- k. Land underneath of the proposed building.
- l. Septic Tank, electrical transformer and electrical devises.
- m. Common bath cum privy if any in the ground floor of each of the proposed buildings.
- n. Lift well with lift, machine room with all concerned accessories.
- o. All mandatory open spaces.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(ALLOCATIONS)

As per terms and conditions of this **Development Agreement**, the allocation between the aforesaid Owner and the Developer has been fixed as **29:71 (Owner's Allocation : Developer's Allocation)** and now the allocation of flat/flats and Car Parking Spaces as area basis will be as follows :

Building No	Floor No	Unit No	Carpet Area (Sq. Ft.)	Balcony Area (Sq. Ft.)	Flat Built-Up Area (Sq. Ft.)	Flat Saleable Area (Sq. Ft.)	ALLOCATION
Block - 1	01ST FLOOR	1/A1	600.17	26.16	710.85	948.00	DEVELOPER
Block - 1	02ND FLOOR	1/A2	600.17	26.16	710.85	948.00	DEVELOPER
Block - 1	03RD FLOOR	1/A3	600.17	26.16	710.85	948.00	DEVELOPER
Block - 1	04TH FLOOR	1/A4	600.17	26.16	710.85	948.00	DEVELOPER
Block - 1	01ST FLOOR	1/B1	470.14	20.34	553.46	738.00	DEVELOPER
Block - 1	02ND FLOOR	1/B2	470.14	20.34	553.46	738.00	DEVELOPER
Block - 1	03RD FLOOR	1/B3	470.14	20.34	553.46	738.00	DEVELOPER
Block - 1	04TH FLOOR	1/B4	470.14	20.34	553.46	738.00	DEVELOPER
Block - 1	01ST FLOOR	1/C1	421.58	21.80	507.20	676.00	DEVELOPER
Block - 1	02ND FLOOR	1/C2	421.58	21.80	507.20	676.00	DEVELOPER
Block - 1	03RD FLOOR	1/C3	421.58	21.80	507.20	676.00	DEVELOPER
Block - 1	04TH FLOOR	1/C4	421.58	21.80	507.20	676.00	DEVELOPER
Block - 1	01ST FLOOR	1/D1	421.58	21.19	507.20	676.00	DEVELOPER
Block - 1	02ND FLOOR	1/D2	421.58	21.19	507.20	676.00	DEVELOPER
Block - 1	03RD FLOOR	1/D3	421.58	21.19	507.20	676.00	DEVELOPER
Block - 1	04TH FLOOR	1/D4	421.58	21.19	507.20	676.00	LANDOWNER
Block - 1	01ST FLOOR	1/E1	470.14	22.89	557.36	743.00	LANDOWNER
Block - 1	02ND FLOOR	1/E2	470.14	22.89	557.36	743.00	DEVELOPER
Block - 1	03RD FLOOR	1/E3	470.14	22.89	557.36	743.00	DEVELOPER
Block - 1	04TH FLOOR	1/E4	470.14	22.89	557.36	743.00	DEVELOPER
Block - 1	01ST FLOOR	1/F1	600.17	26.16	710.85	948.00	DEVELOPER
Block - 1	02ND FLOOR	1/F2	600.17	26.16	710.85	948.00	DEVELOPER
Block - 1	03RD FLOOR	1/F3	600.17	26.16	710.85	948.00	DEVELOPER

Building No	Floor No	Unit No	Carpet Area (Sq. Ft.)	Balcony Area (Sq. Ft.)	Flat Built-Up Area (Sq. Ft.)	Flat Saleable Area (Sq. Ft.)	ALLOCATION
Block - 1	04TH FLOOR	1/F4	600.17	26.16	710.85	948.00	DEVELOPER
Block - 2	01ST FLOOR	2/A1	612.52	22.52	710.85	948.00	LANDOWNER
Block - 2	02ND FLOOR	2/A2	612.52	22.52	710.85	948.00	LANDOWNER
Block - 2	03RD FLOOR	2/A3	612.52	22.52	710.85	948.00	LANDOWNER
Block - 2	04TH FLOOR	2/A4	612.52	22.52	710.85	948.00	LANDOWNER
Block - 2	01ST FLOOR	2/B1	465.03	21.07	547.03	729.00	LANDOWNER
Block - 2	02ND FLOOR	2/B2	465.03	21.07	547.03	729.00	LANDOWNER
Block - 2	03RD FLOOR	2/B3	465.03	21.07	547.03	729.00	LANDOWNER
Block - 2	04TH FLOOR	2/B4	465.03	21.07	547.03	729.00	LANDOWNER
Block - 2	01ST FLOOR	2/C1	465.03	21.07	547.03	729.00	LANDOWNER
Block - 2	02ND FLOOR	2/C2	465.03	21.07	547.03	729.00	LANDOWNER
Block - 2	03RD FLOOR	2/C3	465.03	21.07	547.03	729.00	LANDOWNER
Block - 2	04TH FLOOR	2/C4	465.03	21.07	547.03	729.00	LANDOWNER
Block - 2	01ST FLOOR	2/D1	612.52	22.52	710.85	948.00	LANDOWNER
Block - 2	02ND FLOOR	2/D2	612.52	22.52	710.85	948.00	LANDOWNER
Block - 2	03RD FLOOR	2/D3	612.52	22.52	710.85	948.00	LANDOWNER
Block - 2	04TH FLOOR	2/D4	612.52	22.52	710.85	948.00	LANDOWNER
Block - 2	01ST FLOOR	2/E1	612.52	22.52	710.85	948.00	LANDOWNER
Block - 2	02ND FLOOR	2/E2	612.52	22.52	710.85	948.00	LANDOWNER
Block - 2	03RD FLOOR	2/E3	612.52	22.52	710.85	948.00	LANDOWNER
Block - 2	04TH FLOOR	2/E4	612.52	22.52	710.85	948.00	LANDOWNER
Block - 2	01ST FLOOR	2/F1	465.03	21.07	547.03	729.00	LANDOWNER
Block - 2	02ND FLOOR	2/F2	465.03	21.07	547.03	729.00	LANDOWNER
Block - 2	03RD FLOOR	2/F3	465.03	21.07	547.03	729.00	LANDOWNER

Building No	Floor No	Unit No	Carpet Area (Sq. Ft.)	Balcony Area (Sq. Ft.)	Flat Built-Up Area (Sq. Ft.)	Flat Saleable Area (Sq. Ft.)	ALLOCATION
Block - 2	04TH FLOOR	2/F4	465.03	21.07	547.03	729.00	LANDOWNER
Block - 2	01ST FLOOR	2/G1	465.03	21.07	547.03	729.00	LANDOWNER
Block - 2	02ND FLOOR	2/G2	465.03	21.07	547.03	729.00	LANDOWNER
Block - 2	03RD FLOOR	2/G3	465.03	21.07	547.03	729.00	LANDOWNER
Block - 2	04TH FLOOR	2/G4	465.03	21.07	547.03	729.00	LANDOWNER
Block - 2	01ST FLOOR	2/H1	612.52	22.52	710.85	948.00	LANDOWNER
Block - 2	02ND FLOOR	2/H2	612.52	22.52	710.85	948.00	LANDOWNER
Block - 2	03RD FLOOR	2/H3	612.52	22.52	710.85	948.00	LANDOWNER
Block - 2	04TH FLOOR	2/H4	612.52	22.52	710.85	948.00	LANDOWNER
Block - 3	01ST FLOOR	3/A1	612.52	22.52	710.85	948.00	DEVELOPER
Block - 3	02ND FLOOR	3/A2	612.52	22.52	710.85	948.00	DEVELOPER
Block - 3	03RD FLOOR	3/A3	612.52	22.52	710.85	948.00	DEVELOPER
Block - 3	04TH FLOOR	3/A4	612.52	22.52	710.85	948.00	DEVELOPER
Block - 3	01ST FLOOR	3/B1	465.03	21.07	547.03	729.00	DEVELOPER
Block - 3	02ND FLOOR	3/B2	465.03	21.07	547.03	729.00	DEVELOPER
Block - 3	03RD FLOOR	3/B3	465.03	21.07	547.03	729.00	DEVELOPER
Block - 3	04TH FLOOR	3/B4	465.03	21.07	547.03	729.00	DEVELOPER
Block - 3	01ST FLOOR	3/C1	465.03	21.07	547.03	729.00	DEVELOPER
Block - 3	02ND FLOOR	3/C2	465.03	21.07	547.03	729.00	DEVELOPER
Block - 3	03RD FLOOR	3/C3	465.03	21.07	547.03	729.00	DEVELOPER
Block - 3	04TH FLOOR	3/C4	465.03	21.07	547.03	729.00	DEVELOPER
Block - 3	01ST FLOOR	3/D1	612.52	22.52	710.85	948.00	DEVELOPER
Block - 3	02ND FLOOR	3/D2	612.52	22.52	710.85	948.00	DEVELOPER
Block - 3	03RD FLOOR	3/D3	612.52	22.52	710.85	948.00	DEVELOPER

Building No	Floor No	Unit No	Carpet Area (Sq. Ft.)	Balcony Area (Sq. Ft.)	Flat Built-Up Area (Sq. Ft.)	Flat Saleable Area (Sq. Ft.)	ALLOCATION
Block - 3	04TH FLOOR	3/D4	612.52	22.52	710.85	948.00	DEVELOPER
Block - 3	01ST FLOOR	3/E1	612.52	22.52	710.85	948.00	DEVELOPER
Block - 3	02ND FLOOR	3/E2	612.52	22.52	710.85	948.00	DEVELOPER
Block - 3	03RD FLOOR	3/E3	612.52	22.52	710.85	948.00	DEVELOPER
Block - 3	04TH FLOOR	3/E4	612.52	22.52	710.85	948.00	DEVELOPER
Block - 3	01ST FLOOR	3/F1	465.03	21.07	547.03	729.00	DEVELOPER
Block - 3	02ND FLOOR	3/F2	465.03	21.07	547.03	729.00	DEVELOPER
Block - 3	03RD FLOOR	3/F3	465.03	21.07	547.03	729.00	DEVELOPER
Block - 3	04TH FLOOR	3/F4	465.03	21.07	547.03	729.00	DEVELOPER
Block - 3	01ST FLOOR	3/G1	465.03	21.07	547.03	729.00	DEVELOPER
Block - 3	02ND FLOOR	3/G2	465.03	21.07	547.03	729.00	DEVELOPER
Block - 3	03RD FLOOR	3/G3	465.03	21.07	547.03	729.00	DEVELOPER
Block - 3	04TH FLOOR	3/G4	465.03	21.07	547.03	729.00	DEVELOPER
Block - 3	01ST FLOOR	3/H1	612.52	22.52	710.85	948.00	DEVELOPER
Block - 3	02ND FLOOR	3/H2	612.52	22.52	710.85	948.00	DEVELOPER
Block - 3	03RD FLOOR	3/H3	612.52	22.52	710.85	948.00	DEVELOPER
Block - 3	04TH FLOOR	3/H4	612.52	22.52	710.85	948.00	DEVELOPER
Block - 4	01ST FLOOR	4/A1	612.37	22.52	713.57	951.00	DEVELOPER
Block - 4	02ND FLOOR	4/A2	612.37	22.52	713.57	951.00	DEVELOPER
Block - 4	03RD FLOOR	4/A3	612.37	22.52	713.57	951.00	DEVELOPER
Block - 4	04TH FLOOR	4/A4	612.37	22.52	713.57	951.00	DEVELOPER
Block - 4	01ST FLOOR	4/B1	606.67	23.61	710.85	948.00	DEVELOPER
Block - 4	02ND FLOOR	4/B2	606.67	23.61	710.85	948.00	DEVELOPER
Block - 4	03RD FLOOR	4/B3	606.67	23.61	710.85	948.00	DEVELOPER

Building No	Floor No	Unit No	Carpet Area (Sq. Ft.)	Balcony Area (Sq. Ft.)	Flat Built-Up Area (Sq. Ft.)	Flat Saleable Area (Sq. Ft.)	ALLOCATION
Block - 4	04TH FLOOR	4/B4	606.67	23.61	710.85	948.00	DEVELOPER
Block - 4	01ST FLOOR	4/C1	464.50	21.80	547.03	729.00	DEVELOPER
Block - 4	02ND FLOOR	4/C2	464.50	21.80	547.03	729.00	DEVELOPER
Block - 4	03RD FLOOR	4/C3	464.50	21.80	547.03	729.00	DEVELOPER
Block - 4	04TH FLOOR	4/C4	464.50	21.80	547.03	729.00	DEVELOPER
Block - 4	01ST FLOOR	4/D1	470.10	29.06	560.90	748.00	DEVELOPER
Block - 4	02ND FLOOR	4/D2	470.10	29.06	560.90	748.00	DEVELOPER
Block - 4	03RD FLOOR	4/D3	470.10	29.06	560.90	748.00	DEVELOPER
Block - 4	04TH FLOOR	4/D4	470.10	29.06	560.90	748.00	DEVELOPER
Block - 4	01ST FLOOR	4/E1	466.92	22.89	557.36	743.00	DEVELOPER
Block - 4	02ND FLOOR	4/E2	466.92	22.89	557.36	743.00	DEVELOPER
Block - 4	03RD FLOOR	4/E3	466.92	22.89	557.36	743.00	DEVELOPER
Block - 4	04TH FLOOR	4/E4	466.92	22.89	557.36	743.00	DEVELOPER
Block - 4	01ST FLOOR	4/F1	490.21	17.63	557.36	743.00	DEVELOPER
Block - 4	02ND FLOOR	4/F2	490.21	17.63	557.36	743.00	DEVELOPER
Block - 4	03RD FLOOR	4/F3	490.21	17.63	557.36	743.00	DEVELOPER
Block - 4	04TH FLOOR	4/F4	490.21	17.63	557.36	743.00	DEVELOPER
Block - 4	01ST FLOOR	4/G1	503.13	17.11	574.37	766.00	DEVELOPER
Block - 4	02ND FLOOR	4/G2	503.13	17.11	574.37	766.00	DEVELOPER
Block - 4	03RD FLOOR	4/G3	503.13	17.11	574.37	766.00	DEVELOPER
Block - 4	04TH FLOOR	4/G4	503.13	17.11	574.37	766.00	DEVELOPER
Block - 4	01ST FLOOR	4/H1	293.66	16.15	355.70	474.00	DEVELOPER
Block - 4	02ND FLOOR	4/H2	293.66	16.15	355.70	474.00	DEVELOPER
Block - 4	03RD FLOOR	4/H3	293.66	16.15	355.70	474.00	DEVELOPER

Building No	Floor No	Unit No	Carpet Area (Sq. Ft.)	Balcony Area (Sq. Ft.)	Flat Built-Up Area (Sq. Ft.)	Flat Saleable Area (Sq. Ft.)	ALLOCATION
Block - 4	04TH FLOOR	4/H4	293.66	16.15	355.70	474.00	DEVELOPER
		Total=	62,046.96	2,632.12	72,748.40	96,988.00	

	PERCENT AGE % (TO BE ALLOTTED)	AREA	ALLOTTED AREA	PERCENTAGE % (AS PER ALLOCATION)	EXTRA / LESS
LANDOWNER AREA	29%	28,127.00	28,251.00	29.13%	124.00
DEVELOPER AREA	71%	68,861.00	68,737.00	70.87%	-124.00

ALLOCATION OF PARKING

Name of the Building	TOTAL No. OF PARKING	ALLOCATION
BLOCK - 1	8	DEVELOPER
BLOCK - 2	16	LANDOWNER
BLOCK - 3	16	DEVELOPER
BLOCK - 4	15	DEVELOPER

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

SIGNED SEALED & DELIVERED by the PARTIES at Kolkata in the Presence of :-

1. Shek Ataur Rahman
209, C.R. Avenue
Kolkata - 700006

2. Pankaj Kumar Sharda
35, Viskhananda Road
KOL - 700007

SHARDA SONS RESOURCES PVT. LTD.

Jaiy Kumar Sharda.
Director

Signature of the OWNER/
FIRST PARTY

SIGNED SEALED & DELIVERED by the
PARTIES at Kolkata in the Presence of :-

1. Shek Ataur Rahman
2. Parshu gopal Sarda

SQUAREMARK HOMES PVI. LU.

Rajkamal Satta

Director

Signature of the **DEVELOPER/
SECOND PARTY**

Drafted & Prepared by me



(Shek Ataur Rahman)
Advocate

Alipore Judges' Court,
Kolkata-27

(Regn. No.-WB/382/2000)

Mob: 9330942717

MEMO OF CONSIDERATION:

RECEIVED from the within-named **Developer** the sum of **Rs.11,00,000/- (Rupees Eleven Lakhs) only** as and by way of **Refundable Security Deposit** by different Cheques , drawn on HDFC Bank, C.R. Avenue Branch, Issued in favour of "**MALINATH TRADING PVT. LTD.**" which is presently known and identified as "**SHARDA SONS RESOURCES PVT. LTD.**", as per **MEMO** mentioned hereunder as follows:-

MEMO

Cheque Nos.	Bank and Its Branches	Date	Amount (Rs)
001087	HDFC Bank, C. R. Avenue Branch	22-06-2017	5,50,000
001088	HDFC Bank, C. R. Avenue Branch	22-06-2017	5,50,000
		Total=	11,00,000/-

(Rupees Eleven Lakhs only)

SIGNED SEALED & DELIVERED by the **PARTIES** at Kolkata in the Presence of :-

1. *Shek Akbar Rahman*
2. *Pankaj gopal Sardar*

SHARDA SONS RESOURCES PVT. LTD.
Jaijay Kumar Sharda.
Director

Signature of the **OWNER/**
FIRST PARTY

DISTRICT- SOUTH 24 PARGANAS
OFFICE OF THE DISTRICT SUB- REGISTRAR -IV, ALIPORE

		Thumb	1st finger	Middle finger	Ring finger	Small finger
 <i>Sanjay Kumar Sharda</i>	Left Hand					
	Right Hand					

Name: SRI SANJAY KUMAR SHARDA

SHARDA SONS RESOURCES PVT. LTD.

Signature :-

Sanjay Kumar Sharda

Director

 <i>Raj Kamal Dutta</i>	Left Hand					
	Right Hand					

Name: SRI RAJ KAMAL DUTTA

SQUAREMARK HOMES PVT. LTD.

Signature :-

Raj Kamal Dutta

Director

PHOTO	Left Hand					
	Right Hand					

Name: _____

Signature :- _____



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



192022230327934608

GRN Details

GRN:	192022230327934608	Payment Mode:	SBI Epay
GRN Date:	11/03/2023 15:19:05	Bank/Gateway:	SBIePay Payment Gateway
BRN :	0325495899325	BRN Date:	11/03/2023 15:21:29
Gateway Ref ID:	202307014161070	Method:	State Bank of India New PG CC
GRIPS Payment ID:	110320232032793459	Payment Init. Date:	11/03/2023 15:19:05
Payment Status:	Successful	Payment Ref. No:	2000579567/3/2023 [Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr SQUAREMARK HOMES PVT LTD PLAZA
Address:	E2/5, THE MERIDIAN BUILDING, GP BLOCK, SALT LAKE, SECTOR-V, KOLKATA-700091
Mobile:	9831425775
Period From (dd/mm/yyyy):	11/03/2023
Period To (dd/mm/yyyy):	11/03/2023
Payment Ref ID:	2000579567/3/2023
Dept Ref ID/DRN:	2000579567/3/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000579567/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	74921
2	2000579567/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	11021
			Total	85942

IN WORDS: EIGHTY FIVE THOUSAND NINE HUNDRED FORTY TWO ONLY.



भारत सरकार
Government of India



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Enrollment No : 0647/00034/75994

To
Shak. Ataur Rahaman
34, SODEPUR BRICK FIELD ROAD,
RAHAMAN BARI, HARIDVAPUR,
VTC: Haridvapur,
PO: Haridvapur,
Sub District: Thakurpukur Maheshtala, District: South 24
Parganas,
State: West Bengal,
PIN Code: 700082,
Mobile: 9073103425

02/04/2013
191190547



ME911925474FH



(Handwritten signature)

(Shak Ataur Rahaman)

Adm. / Identifiers
For Regn. Purpose only.

आपका आधार क्रमांक / Your Aadhaar No. :

7802 9944 0063

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Shak. Ataur Rahaman
DOB : 22/10/1973
Male

02/04/2013

7802 9944 0063

मेरा आधार, मेरी पहचान

Major Information of the Deed

Deed No :	I-1604-03015/2023	Date of Registration	14/03/2023
Query No / Year	1604-2000579567/2023	Office where deed is registered	
Query Date	02/03/2023 6:15:48 PM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SAHEEN BEGUM Alipore Judges Court., Thana : Thakurpukur, District : South 24-Parganas, WEST BENGAL, PIN - 700082, Mobile No. : 9330942717, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 11,00,000/-]		
Set Forth value	Market Value		
Rs. 4,54,75,000/-	Rs. 16,47,47,406/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 11,053/- (Article:E, E, B)		
Remarks			

Land Details :

District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MALLIKPUR, Mouza: Sultanpur, JI No: 16, Touzi No: 250, Sultanpur Pin Code : 700145

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-93	RS-1420	Commercial Use Bastu	20.4 Dec	10,00,000/-	39,16,805/-	Width of Approach Road: 25 Ft.,
L2	RS-94	RS-1420	Commercial Use Bastu	43.41 Dec	20,00,000/-	83,34,730/-	Width of Approach Road: 25 Ft.,
L4	RS-96	RS-1420	Commercial Use Shali	7.67 Dec	3,50,000/-	14,72,642/-	Width of Approach Road: 25 Ft.,
L5	RS-97	RS-1420	Commercial Use Bastu	8.25 Dec	4,00,000/-	15,84,002/-	Width of Approach Road: 25 Ft.,
L6	RS-97	RS-1426	Commercial Use Bastu	5.57 Dec	2,50,000/-	10,69,441/-	Property is on Road
L7	RS-98	RS-1420	Commercial Use Bastu	28 Dec	14,00,000/-	53,76,006/-	Width of Approach Road: 25 Ft.,
L9	RS-101	RS-1420	Commercial Use Bastu	53 Dec	26,00,000/-	1,01,76,013/-	Width of Approach Road: 25 Ft.,
L10	RS-111	RS-1420	Commercial Use Shali	23 Dec	11,50,000/-	35,32,794/-	Width of Approach Road: 25 Ft.,
L11	RS-133	RS-1420	Commercial Use Bastu	110 Dec	55,00,000/-	1,68,95,974/-	Width of Approach Road: 25 Ft.,
L12	RS-134	RS-1420	Commercial Use Shali	73 Dec	36,50,000/-	1,12,12,782/-	Property is on Road
L13	RS-135	RS-1420	Commercial Use Bastu	21 Dec	11,50,000/-	32,25,595/-	Width of Approach Road: 25 Ft.,
L14	RS-137	RS-1420	Commercial Use Bastu	34 Dec	17,00,000/-	52,22,392/-	Width of Approach Road: 25 Ft.,
L15	RS-138	RS-1420	Commercial Use Bastu	19 Dec	9,50,000/-	29,18,395/-	Width of Approach Road: 25 Ft.,

L16	RS-139	RS-1420	Commercial Use	Shali	20 Dec	10,00,000/-	30,71,995/-	Width of Approach Road: 25 Ft.,
L18	RS-141	RS-1420	Commercial Use	Bastu	36 Dec	18,00,000/-	55,29,591/-	Width of Approach Road: 25 Ft.,
L19	RS-142	RS-1420	Commercial Use	Bastu	60 Dec	30,00,000/-	92,15,986/-	Width of Approach Road: 25 Ft.,
L20	RS-142/827	RS-1420	Commercial Use	Shali	40 Dec	20,00,000/-	61,43,990/-	Width of Approach Road: 25 Ft.,
L21	RS-143	RS-1420	Commercial Use	Bastu	99 Dec	48,50,000/-	1,52,06,376/-	Width of Approach Road: 25 Ft.,
L22	RS-194	RS-1420	Commercial Use	Bastu	30 Dec	15,00,000/-	80,63,993/-	Width of Approach Road: 25 Ft.,
L23	RS-195	RS-1420	Commercial Use	Bastu	17 Dec	8,50,000/-	45,69,596/-	Width of Approach Road: 25 Ft.,
L24	RS-196	RS-1420	Commercial Use	Bastu	7 Dec	3,50,000/-	18,81,598/-	Width of Approach Road: 25 Ft.,
L26	RS-202	RS-1420	Commercial Use	Bastu	62 Dec	31,50,000/-	1,66,65,585/-	Width of Approach Road: 25 Ft.,
L27	RS-205	RS-2121	Commercial Use	Shali	1.624 Dec	75,000/-	4,36,531/-	Width of Approach Road: 25 Ft.,
L28	RS-205	RS-2146	Commercial Use	Shali	3.248 Dec	1,50,000/-	8,73,062/-	Width of Approach Road: 25 Ft.,
L29	RS-205	RS-800	Commercial Use	Bastu	1.628 Dec	1,00,000/-	4,37,606/-	Width of Approach Road: 25 Ft.,
		TOTAL :			823.8Dec	409,25,000 /-	1470,33,480 /-	

District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MALLIKPUR, Mouza: Sultanpur, JI No: 16, Touzi No: 250 Pin Code : 700145

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L3	RS-95	RS-1420	Commercial Use	Bastu	33.66 Dec	15,00,000/-	64,62,728/-	Width of Approach Road: 25 Ft.,

District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MALLIKPUR, Mouza: Sultanpur, JI No: 16, Pin Code : 700145

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L8	RS-99	RS-1420	Commercial Use	Bastu	28 Dec	14,00,000/-	53,76,006/-	Width of Approach Road: 25 Ft.,

District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MALLIKPUR, Mouza: Sultanpur, JI No: 16, Touzi No: 250, Sultanpur Pin Code : 145

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L17	RS-140	RS-1420	Commercial Use	Bastu	26 Dec	13,00,000/-	39,93,594/-	Width of Approach Road: 25 Ft.,
L25	RS-198	RS-1420	Commercial Use	Bastu	7 Dec	3,50,000/-	18,81,598/-	Width of Approach Road: 25 Ft.,
		TOTAL :			33Dec	16,50,000 /-	58,75,192 /-	
		Grand Total :			918.46Dec	454,75,000 /-	1647,47,406 /-	






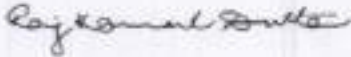
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>SHARDA SONS RESOURCES PRIVATE LIMITED Subham Residency, 29/1/A, Chandra Nath Chatterjee Street, LP-U, Ground Floor, City:- Not Specified, P.O:- Bhawanipore, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 , PAN No.:: AAxxxxxx8L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative</p>

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>SQUAREMARK HOMES PRIVATE LIMITED The Meridian Building, E 2-4 And 5 Block -GP Sector-V Salt Lake, City:- Not Specified, P.O:- Salt Lake Sector V, P.S:-East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091 , PAN No.:: AAxxxxxx2Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<p>Mr SANJAY KUMAR SHARDA Son of Late Kameshwar PRASAD Sharda Date of Execution - 14/03/2023, , Admitted by: Self, Date of Admission: 14/03/2023, Place of Admission of Execution: Office</p>	 <p>Mar 14 2023 5:59PM</p>	 <p>LTI 14/03/2023</p>	 <p>14/03/2023</p>
	<p>SHARDA HOUSE NO 402E HARIOM TOWER CIRCULAR RD, City:- , P.O:- LALPUR, P.S:-LALPUR, District:-Ranchi, Jharkhand, India, PIN:- 834001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx5Q, Aadhaar No: 49xxxxxxxx2764 Status : Representative, Representative of : SHARDA SONS RESOURCES PRIVATE LIMITED (as Director)</p>			
2	Name	Photo	Finger Print	Signature
	<p>Mr RAJ KAMAL DUTTA (Presentant) Son of Late Janendu Bikash Dutta Date of Execution - 14/03/2023, , Admitted by: Self, Date of Admission: 14/03/2023, Place of Admission of Execution: Office</p>	 <p>Mar 14 2023 6:02PM</p>	 <p>LTI 14/03/2023</p>	 <p>14/03/2023</p>
	<p>Arpan Apartment, Block-A, First Floor, Flat No. -3, Tegharia, City:- Not Specified, P.O:- Hatiara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx6G, Aadhaar No: 75xxxxxxxx6193 Status : Representative, Representative of : SQUAREMARK HOMES PRIVATE LIMITED (as Director)</p>			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Shek Ataur Rahaman Son of Late Sk. Anisur Rahaman 34, Sodepur Brick Field Road, City:- Not Specified, P.O:- Haridevpur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082			
	14/03/2023	14/03/2023	14/03/2023
Identifier Of Mr SANJAY KUMAR SHARDA, Mr RAJ KAMAL DUTTA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-20.4 Dec

Transfer of property for L10

Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-23 Dec

Transfer of property for L11

Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-110 Dec

Transfer of property for L12

Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-73 Dec

Transfer of property for L13

Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-21 Dec

Transfer of property for L14

Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-34 Dec

Transfer of property for L15

Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-19 Dec

Transfer of property for L16		
Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-20 Dec
Transfer of property for L17		
Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-26 Dec
Transfer of property for L18		
Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-36 Dec
Transfer of property for L19		
Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-60 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-43.41 Dec
Transfer of property for L20		
Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-40 Dec
Transfer of property for L21		
Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-99 Dec
Transfer of property for L22		
Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-30 Dec
Transfer of property for L23		
Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-17 Dec
Transfer of property for L24		
Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-7 Dec

Transfer of property for L25		
Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-7 Dec
Transfer of property for L26		
Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-62 Dec
Transfer of property for L27		
Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-1.624 Dec
Transfer of property for L28		
Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-3.248 Dec
Transfer of property for L29		
Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-1.628 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-33.86 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-7.67 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-8.25 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-5.57 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-28 Dec

Transfer of property for L8

Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-28 Dec

Transfer of property for L9

Sl.No	From	To. with area (Name-Area)
1	SHARDA SONS RESOURCES PRIVATE LIMITED	SQUAREMARK HOMES PRIVATE LIMITED-53 Dec

On 14-03-2023

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 17:54 hrs on 14-03-2023, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Mr RAJ KAMAL DUTTA ,.

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 16,47,47,406/-

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

Execution is admitted on 14-03-2023 by Mr SANJAY KUMAR SHARDA, Director, SHARDA SONS RESOURCES PRIVATE LIMITED (Private Limited Company), Subham Residency, 29/1/A, Chandra Nath Chatterjee Street, LP-U, Ground Floor, City:- Not Specified, P.O:- Bhawanipore, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025

Indetified by Mr Shek Ataur Rahaman, , , Son of Late Sk. Anisur Rahaman, 34, Sodepur Brick Field Road, P.O: Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Muslim, by profession Advocate

Execution is admitted on 14-03-2023 by Mr RAJ KAMAL DUTTA, Director, SQUAREMARK HOMES PRIVATE LIMITED (Private Limited Company), The Meridian Building, E 2-4 And 5 Block -GP Sector-V Salt Lake, City:- Not Specified, P.O:- Salt Lake Sector V, P.S:-East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091

Indetified by Mr Shek Ataur Rahaman, , , Son of Late Sk. Anisur Rahaman, 34, Sodepur Brick Field Road, P.O: Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Muslim, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 11,053.00/- (B = Rs 11,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 11,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/03/2023 3:21PM with Govt. Ref. No: 192022230327934608 on 11-03-2023, Amount Rs: 11,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 0325495899325 on 11-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 74,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 298, Amount: Rs.100.00/-, Date of Purchase: 02/02/2023, Vendor name: PRANAB DEY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/03/2023 3:21PM with Govt. Ref. No: 192022230327934608 on 11-03-2023, Amount Rs: 74,921/-, Bank: SBI EPay (SBIEPay), Ref. No. 0325495899325 on 11-03-2023, Head of Account 0030-02-103-003-02



Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2023, Page from 84886 to 84947
being No 160403015 for the year 2023.



Digitally signed by ANUPAM HALDER
Date: 2023.03.15 16:50:21 -07:00
Reason: Digital Signing of Deed.

(Handwritten signature)

(Anupam Halder) 2023/03/15 04:50:21 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)



District Sub-Registrar
Registrar U/S 7 (2) of
Registration 1908
Alipore, South 24 Parganas

14 MAR 2023