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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AE 350618

॥ धर्मो रक्षति रक्षितः ॥
 The Government of West Bengal
 is pleased to issue this stamp for
 the purpose of registration of
 the documents are part of the record

District Sub-Registrar-IV
 Registrar URS 7 (2) of
 Registration 1908
 Alipore, South 24 Parganas

- 1 MAY 2021

10/5/21

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 1st day of May, 2021 (Two Thousand Twenty-One);

-BETWEEN-

Sourav Ghosh

- 6 MAR 2021

2855 00466067

PS VINAYAK COMPLEX LLP

Sourav Ghosh
Designated Partner

(PS VINAYAK COMPLEX LLP)

No Re Date
Name : ALAMGIR REZA
Address : ADVOCATE
Vandar : JUDGE'S COURT
ALP
I. CHAKRABORTY
65, Dr. Rajendra Prasad Sarani
Kolkata - 700 027



2856

Maula Gazi
(MAULA GAZI)



2847

Chandana Roy
(CHANDANA ROY)

District Sub-Registrar-IV
Marginal No. 722 of
Registration 1408
Alipore, South 24 Parganas



2848

Kaushik Roy
(KAUSHIK ROY)

- 7 MAY 2021

Identified by me.
Sourav Ghosh, s/o. Sudhir Kr. Ghosh,
by occupation - service
residing at - 39, Ruby Park South,
P.S. Kasba, P.O. Haldi, Kol - 700078

- (1) **MAULA GAZI** (PAN AKLPG0251A, Aadhaar 207723382605), son of Late Mosaraf Hossain Gazi, by Faith Muslim, by Nationality Indian, by Occupation-Business, residing at Village & Post Office Pailan, Police Station Bishnupur, Kolkata-700104, District South 24 Parganas;
- (2) **CHANDANA ROY** (PAN ADHPR5661E, Aadhaar 717435632754), wife of Late Mrinal Canti Roy, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at 25, Sourin Roy Road, Post Office and Police Station Behala, Kolkata - 700034, District South 24 Parganas;
- (3) **KAUSHIK ROY** (PAN AHKPR7304R, Aadhaar 613909968972), son of Late Mrinal Canti Roy, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at 25, Sourin Roy Road, Post Office and Police Station Behala, Kolkata - 700034;
- (4) **FATEMA LASKAR** (PAN BHGPL6396G, Aadhaar 498670017515), wife of Aman Laskar, by faith Muslim, by Nationality Indian, by occupation Homemaker, residing at Village Danga, Post Office Bonhooghly, Police Station Sonarpur, District South 24 Parganas, Kolkata 700103;
- (5) **RABIYAL HAQUE GAZI**, (PAN BODPG8990M, Aadhaar 290007640698), son of Late Mosaraf Hossain Gazi, by faith Muslim, by Nationality Indian, by occupation Cultivation, residing at Bagi, Post Office Pailan, Police Station Bishnupur, District South 24 Parganas, Kolkata 700104;
- (6) **MANAVVARA BEGAM**, (PAN BRTPB5933N, Aadhaar 649141256940), wife of Hafiz Hazi Sahid, by faith Muslim, by Nationality Indian, by occupation House wife, residing at Uttar Bagi, Mallik Para, Post Office Pailan, Police Station Bishnupur, District South 24 Parganas, Kolkata 700104;
- (7) **MOSTAKIN GAZI** (PAN BUXPG4517N, Aadhaar 320937607489), son of Maula Gazi, by faith Muslim, by Nationality Indian, by occupation Business, residing at Village & Post Office Pailan, Police Station Bishnupur, District South 24 Parganas, Kolkata 700104;
- (8) **RESHMA KHATUN** alias **RESHMA GAZI** (PAN KCTPK9654R, Aadhaar 996112537120), wife of Mostakin Gazi, by faith Muslim, by Nationality Indian, by occupation House wife, residing at Village & Post Office Pailan, Police Station Bishnupur, District South 24 Parganas, Kolkata 700104;
- (9) **MOMTAJ GAZI**, (PAN BUFG5015D, Aadhaar 371551095729), daughter of Maula Gazi, by faith Muslim, by Nationality Indian, by occupation Home maker, residing at Village & Post Office Pailan, Police Station Bishnupur, District South 24 Parganas, Kolkata 700104;
- (10) **MUNNAF GAZI** (PAN DDYPG9756H, Aadhaar 329294729575), son of Late Mosaraf Hossain Gazi, by faith Muslim, by Nationality Indian, by occupation Others, residing at Bagi, Post Office Pailan, Police Station Bishnupur, District South 24 Parganas, Kolkata 700104;
- (11) **MUJIBAR RAHAMAN GAZI**, (PAN BUFG4972D, Aadhaar 280718642334), son of Maula Gazi, by faith Muslim, by Nationality Indian, by occupation Business, residing at Village & Post Office Pailan, Police Station Bishnupur, District South 24 Parganas, Kolkata 700104;
- (12) **SAKINA GAZI**, (PAN APGPG1131H, Aadhaar 890425528106), wife of Maula Gazi, by faith Muslim, by Nationality Indian, by occupation House wife, residing at Village & Post Office Pailan, Police Station Bishnupur, District South 24 Parganas, Kolkata 700104;



2850

Khuku Rani Saha
(KHUKU RANI SAHA)



2851

Jiban Krishna Saha
(JIBAN KRISHNA SAHA)



Rajashree Roy
(RAJASHREE ROY)



2852

Ranajit Kumar Dutta
(RANAJIT KUMAR DUTTA)

District Sub-Registrar-IV
Registrar U/S 7 (2) of
Registration 1503
Alipore, South 24 Parganas

- 1 MAY 2021



2853

Rita Dutta
(RITA DUTTA)

Sankar Ghosh

- (13) **NEHA GAZI**, (PAN DJBPG9332N, Aadhaar 301322484134), daughter of Maula Gazi, by faith Muslim, by Nationality Indian, by occupation Student, residing at 28, Ram Chandra Colony, Post Office Barisha, Police Station Haridevpur, District South 24 Parganas, Kolkata 700008;
- (14) **ANWAR GAZI**, (PAN BMKPG9171P, Aadhaar 717896468950), son of Late Mosaraf Hossain Gazi, by faith Muslim, by Nationality Indian, by occupation Cultivation, residing at Bagi, Post Office Pailan, Police Station Bishnupur, District South 24 Parganas, Kolkata 700104;
- (15) **SANOYARA MALLICK** (PAN GIOPM4543L, Aadhaar 591095225726), wife of Antaj Mallick and daughter of Late Mosaraf Hossain Gazi, by faith Muslim, by Nationality Indian, by occupation Home maker, residing at Bagi, Post Office Pailan, Police Station Bishnupur, District South 24 Parganas, Kolkata 700104;
- (16) **SOFIA NESAR ALIAS SOFIA NESAR GAZI**, (PAN AUNPN2557N, Aadhaar 327624152602), wife of Mujibar Rahaman Gazi, by faith Muslim, by Nationality Indian, by occupation House wife, residing at Village & Post Office Pailan, Police Station Bishnupur, District South 24 Parganas, Kolkata 700104;
- (17) **MAHILA GAZI** (PAN DJKPG6685R, Aadhaar 394706507811), wife of Late Mosaraf Hossain Gazi, by Faith Muslim, by Nationality Indian, by Occupation Business, residing at Village & Post Office Pailan, Police Station Bishnupur, District South 24 Parganas, Kolkata 700104;
- (18) **SOMA GAZI**, (PAN AQXPG3005G, Aadhaar 830172573669), wife of Maula Gazi, by faith Muslim, by Nationality Indian, by occupation House wife, residing at 28, Ram Chandra Colony, Post Office Barisha, Police Station Haridevpur, District South 24 Parganas, Kolkata 700008;
- (19) **RADHA KUNJA BUILDERS PRIVATE LIMITED** (PAN AAICR9759A), having CIN U45309WB2018PTC226353, a Private Limited Company incorporated under the Companies Act 2013, having its registered office at Flat No.1A, 25, Sourin Roy Road, P.O. & P.S. Behala, Kolkata - 700034, represented by its Director **CHANDANA ROY** (PAN ADHPR5661E, Aadhaar 717435632754), wife of Late Mrinal Canti Roy, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at 25, Sourin Roy Road, Post Office and Police Station Behala, Kolkata - 700034, District South 24 Parganas;
- (20) **CHANDRIMA HOMES PRIVATE LIMITED (PAN AAHCC6025B)**, having CIN U45309WB2018PTC226358, a Private Limited Company incorporated under the Companies Act 2013, having its registered office at Flat No. - 1A, 25, Sourin Roy Road, P.O. & P.S. Behala, Kolkata - 700034, represented by its Director **CHANDANA ROY** (PAN ADHPR5661E, Aadhaar 717435632754), wife of Late Mrinal Canti Roy, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at 25, Sourin Roy Road, Post Office and Police Station Behala, Kolkata - 700034, District South 24 Parganas;
- (21) **CHANDRIMA BUILDERS PRIVATE LIMITED** (PAN AAHCC6022G), having CIN U45500WB2018PTC226351, a Private Limited Company incorporated under the Companies Act 2013, having its registered office at Flat No. - 1A, 25, Sourin Roy Road, P.O. & P.S. Behala, Kolkata - 700034, represented by its Director **CHANDANA ROY** (PAN ADHPR5661E, Aadhaar



2821

d.t.e.d.
(MANJIVRA BEGAM)
by the per of Sourav Ghosh



2846

Mostakin Gazi

(MOSTAKIN GAZI)



2827

Momtaji Gazi
(MOMTAJ GAZI)



2843

Director Sub-Registrar
Registrar U.S. 7 (2) of
Registration 1008
Alipore, South 24 Parganas

Anwar Gazi

- 1 MAY 2021

(ANWAR GAZI)



2841
2844

Mujibar Rahaman Gazi

(MUJIBAR RAHAMAN GAZI)

Sourav Ghosh

- 717435632754), wife of Late Mrinal Canti Roy, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at 25, Sourin Roy Road, Post Office and Police Station Behala, Kolkata - 700034, District South 24 Parganas;
- (22) **KHUKU RANI SAHA** (PAN DKWPS3473J, Aadhaar 657181103369), wife of Jiban Krishna Saha, by faith Hindu, by Nationality Indian, by occupation Housewife, residing at 64, Sonaly Park, Bagpota Road, Post Office and Police Station Sarsuna, District South 24 Parganas, Kolkata - 700061;
- (23) **RAJASHREE ROY** (PAN BKPPD7604D, Aadhaar 891510550963), wife of Kaushik Roy, by faith Hindu, by Nationality Indian, by occupation Housewife, residing at 25, Sourin Roy Road, Post Office and Police Station Behala, Kolkata - 700034;
- (24) **JIBAN KRISHNA SAHA** (PAN DPJPS3065A, Aadhaar 368657497772), son of Kulendra Saha, by faith Hindu, by Nationality Indian, by occupation Service, residing at 64, Sonaly Park, Bagpota Road, Post Office and Police Station Sarsuna, District South 24 Parganas, Kolkata 700061;
- (25) **CHANDRIMA ENCLAVE PRIVATE LIMITED** (PAN AAHCC6026C), having CIN U45209WB2018PTC226357, a Private Limited Company incorporated under the Companies Act 2013, having its registered office at Flat No.1A, 25, Sourin Roy Road, P.O. & P.S. Behala, Kolkata - 700034, represented by its Director **CHANDANA ROY** (PAN ADHPR5661E, Aadhaar 717435632754), wife of Late Mrinal Canti Roy, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at 25, Sourin Roy Road, Post Office and Police Station Behala, Kolkata - 700034, District South 24 Parganas;
- (26) **PADMANDIR BUILDERS PRIVATE LIMITED** (PAN AAJCP9042R), having CIN U45309WB2018PTC226352, a Private Limited Company incorporated under the Companies Act 2013, having its registered office at Flat No. - 1A, 25, Sourin Roy Road, P.O. & P.S. Behala, Kolkata - 700034, represented by its Director **CHANDANA ROY** (PAN ADHPR5661E, Aadhaar 717435632754), wife of Late Mrinal Canti Roy, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at 25, Sourin Roy Road, Post Office and Police Station Behala, Kolkata - 700034, District South 24 Parganas;
- (27) **RANAJIT KUMAR DUTTA** (PAN AQCPD5540N, Aadhaar 839539436392), son of Heramba Kumar Dutta, by faith Hindu, by Nationality Indian, by occupation Service, residing at P-41/7, Pashupati Bhattacharjee Road, Post Office Paschim Putiari, Police Station Behala, District South 24 Parganas, Kolkata 700041;
- (28) **RITA DUTTA** (PAN BKPPD1321R, Aadhaar 683705607733), wife of Ranajit Kumar Dutta, by faith Hindu, by Nationality Indian, by occupation Service, residing at P-41/7, Pashupati Bhattacharjee Road, Post Office Paschim Putiari, Police Station Behala, District South 24 Parganas, Kolkata 700041;
- (29) **PADMANDIR INFRAPROJECTS PRIVATE LIMITED** (PAN AAJCP9043Q), having CIN No.U45309WB2018PTC226356, a Private Limited Company incorporated under the Companies Act 2013, having its registered office at Flat No. - 1A, 25, Sourin Roy Road, P.O. & P.S. Behala, Kolkata - 700034, represented by its Director **CHANDANA ROY** (PAN ADHPR5661E, Aadhaar 717435632754), wife of Late Mrinal Canti Roy, by Faith Hindu, by



2838

Neha Gazi
(NEHA GAZI)



2836

रदियल हाक २८ गझी
(RADIYAL HAQUE GAZI)



2840

सकिना गझी
(SAKINA GAZI)



2839

Sofia Nesar Gazi

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

(SOFIA NESAR ALIAS SOFIA NESAR GAZI) MAY 2021



2842

Soma Gazi
(SOMA GAZI)

Saurav Ghosh

Nationality Indian, by Occupation Business, residing at 25, Sourin Roy Road, Post Office and Police Station Behala, Kolkata - 700034, District South 24 Parganas;

- (30) **KUNJA COMPLEX PRIVATE LIMITED** (PAN AAHCK1331N), having CIN U45201WB2018PTC226359, a Private Limited Company incorporated under the Companies Act 2013, having its registered office at Flat No. - 1A, 25, Sourin Roy Road, P.O. & P.S. Behala, Kolkata - 700034, represented by its Director **CHANDANA ROY** (PAN ADHPR5661E, Aadhaar 717435632754), wife of Late Mrinal Canti Roy, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at 25, Sourin Roy Road, Post Office and Police Station Behala, Kolkata - 700034, District South 24 Parganas;
- (31) **PADMANDIR COMPLEX PRIVATE LIMITED** (PAN AAJCP9046M), having CIN U45300WB2018PTC226360, a Private Limited Company incorporated under the Companies Act 2013, having its registered office at Flat No. - 1A, 25, Sourin Roy Road, P.O. & P.S. Behala, Kolkata - 700034, represented by its Director **CHANDANA ROY** (PAN ADHPR5661E, Aadhaar 717435632754), wife of Late Mrinal Canti Roy, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at 25, Sourin Roy Road, Post Office and Police Station Behala, Kolkata - 700034, District South 24 Parganas;
- (32) **KUNJA INFRAPROJECTS PRIVATE LIMITED** (PAN AAHCK1327J), having CIN U45400WB2018PTC226355, a Private Limited Company incorporated under the Companies Act 2013, having its registered office at Flat No. - 1A, 25, Sourin Roy Road, P.O. & P.S. Behala, Kolkata - 700034, represented by its Director **CHANDANA ROY** (PAN ADHPR5661E, Aadhaar 717435632754), wife of Late Mrinal Canti Roy, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at 25, Sourin Roy Road, Post Office and Police Station Behala, Kolkata - 700034, District South 24 Parganas;
- (33) **SOUMITRA NASKAR** (PAN AEWPN2662K, Aadhaar 274287772877), son of Bhusan Naskar, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at Sarmasterchak Post Office Pailan, Police Station Bishnupur, Kolkata-700104, District South 24 Parganas;
- (34) **PS VINAYAK COMPLEX LLP** (PAN AARFPO290N), having LLPIN AAD-6375, a limited liability partnership, having its registered office situated at 122/1R, Satyendranath Majumdar Sarani, Post Office Kalighat, Police Station Tollygunge, District South 24 Parganas, Kolkata-700026, represented by its Designated Partner **UMESH KYAL**, having PAN **AGCPK9667R**, having Aadhaar 322167806519, having mobile number 9831151592, by nationality Indian, by caste Hindu, son of Late Govind Ram Kyal, by occupation Business, residing at 30C, South End Park, Police Station Rabindra Sarobar (formerly Lake), Post Office Sarat Bose Road, Kolkata-700029;

(collectively hereinafter referred to as the **OWNERS**, include successors-in-interest, being the Party to the **ONE PART**)

And

REALMARK AWAAS LLP (PAN ABCFR8937N), having LLPIN AAW-3295, a Limited Liability Partnership Firm, having its registered office at 209, AJC

2844
MUNNAF GAZI
(MUNNAF GAZI)

2822
A.T.I. (MAHILA GAZI) by the pen
of Sourav Ghosh.



2823
District Sub-Registrar IV
Registrar O/S (2) of
Registration 1306
Alipora, South 24 Parganas

3 MAY 2021

A.T.I. (SANOYARA MALLICK) by the pen
of Sourav Ghosh

2845
Reshma Gazi
(RESHMA KHATUN ALIAS RESHMA GAZI)

Sourav Ghosh.

Bose Road, Karnani Estate, 5th Floor, Room No.192, Police Station Beniapukur, Post Office Circus Avenue, Kolkata 700017, represented by its Designated Partner **GAGAN LOHIA**, [PAN AAVPL2914M, AADHAAR NO.742689043172], son of Gopal Prasad Lohia, residing at 48/3, Gariahat Main Road, Singhi Park Apartment, Flat No.4B, Police Station and Post Office Gariahat, Kolkata 700019 (hereinafter referred to as the **DEVELOPER**, includes successors-in-interest, being the Party to the **OTHER PART**)

Parties* shall mean collectively the Owners and the Developer and **"Party"** means each of the Owners and the Developer individually.

WHEREAS:

- A. One Mrinal Canti Roy and Maula Gazi were the owners of either singly or jointly, of All Those various pieces and parcels of land measuring an area of 326.30 Decimals, be the same a little more or less, comprised in several Dags recorded in various L.R. Khatians situate at Mouza Sarmasterchak, J.L No.17, under Police Station Bishnupur, within Kulerdari Gram Panchayat, District South 24 Parganas (herein after referred to as the **"First Portion Of Said Property"**), absolutely and forever.
- B. Said Mrinal Canti Roy and Maula Gazi and PS Vinayak Complex LLP (the Owner No.33 herein) had entered into a Development Agreement dated 24th July, 2018, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, recorded in Book No. I, Volume No. 1604-2018, at Pages 144415 to 144473, being No. 160404842 for the year 2018 (**Said Previous DA**) whereby and whereunder terms and conditions had been agreed upon by and between them with regard to development of the Said Property by way of construction of a new building complex thereon and sale of units comprised therein and simultaneously have granted a Power of Attorney dated 1st August, 2018, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, recorded in Book No. I, Volume No. 1604-2018, at Pages 156631 to 156667, being No. 160405328 for the year 2018 (**Said Previous POA**).
- C. Said Mrinal Canti Roy, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving his wife, Chandana Roy and his only son, Kaushik Roy, as his only legal heirs and heirs, who jointly and in equal share inherited the right, title and interest of Late Mrinal Canti Roy in the Property left by him.
- D. The said Maula Gazi, Chandana Roy and Kaushik Roy have mutated their names in the records of Block Land and Land Reforms Officer, Bishnupur-I, South 24 Parganas, in the L.R. Khatian Nos. 490, 691 and 692 and became the joint absolute Owners of the First Portion Of Said Property, being All Those various pieces and parcels of land measuring an area of 326.30 Decimals, be the same a little more or less, comprised in several Dags situate at Mouza Sarmasterchak, J.L No.17, under Police Station Bishnupur, within Kulerdari Gram Panchayat, District South 24 Parganas absolutely and forever.



CHANDRIMA BUILDERS PRIVATE LIMITED

Chandana Ray.
Director

(CHANDRIMA BUILDERS PRIVATE LIMITED)

CHANDRIMA HOMES PRIVATE LIMITED

Chandana Ray.
Director

(CHANDRIMA HOMES PRIVATE LIMITED)



CHANDRIMA ENCLAVE PRIVATE LIMITED

Chandana Ray.
Director

Director

District Sub-Registrar
Registrar I & II of
Registration, SOB
South 24 Parganas

(CHANDRIMA ENCLAVE PRIVATE LIMITED)

- 1 MAY 2021

RADHA KUNJA BUILDERS PRIVATE LIMITED

Chandana Ray.
Director

Director

(RADHA KUNJA BUILDERS PRIVATE LIMITED)

Sourav Ghosh.

- E. Said PS Vinayak Complex LLP had caused various developmental work in the First Portion Of Said Property like construction of the boundary walls, cleaning and filling up of the First Portion Of Said Property and made it ready for development, caused mutation of the First Portion Of Said Property, paid up-to-dated Khazna and Panchayet Taxes and arrears in respect of the First Portion Of Said Property (**Said Developmental Work**).
- F. By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2021, at Pages 103110 to 103134, being Deed No. 190402083 for the year 2021, said Maula Gazi gifted, granted and transferred certain properties out of the First Portion Of Said Property in favour of Fatema Laskar (the Owner No. 4 herein) as specifically mentioned in the said Deed.
- G. By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2021, at Pages 103135 to 103158, being Deed No. 190402085 for the year 2021, said Maula Gazi gifted, granted and transferred certain properties out of the First Portion Of Said Property in favour of Rabiya Haque Gazi (the Owner No. 5 herein) as specifically mentioned in the said Deed.
- H. By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2021, at Pages 103159 to 103184, being Deed No. 190402086 for the year 2021, said Maula Gazi gifted, granted and transferred certain properties out of the First Portion Of Said Property in favour of Manavvara Begam (the Owner No. 6 herein) as specifically mentioned in the said Deed.
- I. By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2021, at Pages 103185 to 103208, being Deed No. 190402087 for the year 2021, said Maula Gazi gifted, granted and transferred certain properties out of the First Portion Of Said Property in favour of Mostakin Gazi (the Owner No. 7 herein) as specifically mentioned in the said Deed.
- J. By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2021, at Pages 103209 to 103233, being Deed No. 190402092 for the year 2021, said Maula Gazi gifted, granted and transferred certain properties out of the First Portion Of Said Property in favour of Reshma Khatun (the Owner No. 8 herein) as specifically mentioned in the said Deed.
- K. By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2021, at Pages 103234 to 103258, being Deed No. 190402093 for the year 2021, said Maula Gazi gifted, granted and transferred certain properties out of the First Portion Of Said Property in

KUNJA COMPLEX PRIVATE LIMITED

Chandana Ralf

Director

(KUNJA COMPLEX PRIVATE LIMITED)

KUNJA INFRAPROJECTS PRIVATE LIMITED

Chandana Ralf

Director

(KUNJA INFRAPROJECTS PRIVATE LIMITED)



PADMANDIR BUILDERS PRIVATE LIMITED

Chandana Ralf

Director

District Sub-Registrar
Registrar (127 (2) of
Registration 1908
Kolkata, South 24 Parganas

(PADMANDIR BUILDERS PRIVATE LIMITED)

- 1 MAY 2021

PADMANDIR COMPLEX PRIVATE LIMITED

Chandana Ralf

Director

(PADMANDIR COMPLEX PRIVATE LIMITED)

Saurav Ghosh

favour of Momtaj Gazi (the Owner No. 9 herein) as specifically mentioned in the said Deed.

- L. By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2021, at Pages 103259 to 103283, being Deed No. 190402094 for the year 2021, said Maula Gazi gifted, granted and transferred certain properties out of the First Portion Of Said Property in favour of Munnaf Gazi (the Owner No. 10 herein) as specifically mentioned in the said Deed.
- M. By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2021, at Pages 103284 to 103307, being Deed No. 190402095 for the year 2021, said Maula Gazi gifted, granted and transferred certain properties out of the First Portion Of Said Property in favour of Mujibar Rahaman Gazi (the Owner No. 11 herein) as specifically mentioned in the said Deed.
- N. By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2021, at Pages 103308 to 103330, being Deed No. 190402097 for the year 2021, said Maula Gazi gifted, granted and transferred certain properties out of the First Portion Of Said Property in favour of Sakina Gazi (the Owner No. 12 herein) as specifically mentioned in the said Deed.
- O. By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2021, at Pages 103331 to 103354, being Deed No. 190402098 for the year 2021, said Maula Gazi gifted, granted and transferred certain properties out of the First Portion Of Said Property in favour of Ncha Gazi (the Owner No. 13 herein) as specifically mentioned in the said Deed.
- P. By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2021, at Pages 103355 to 103378, being Deed No. 190402099 for the year 2021, said Maula Gazi gifted, granted and transferred certain properties out of the First Portion Of Said Property in favour of Anwar Gazi (the Owner No. 14 herein) as specifically mentioned in the said Deed.
- Q. By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2021, at Pages 103379 to 103401, being Deed No. 190402100 for the year 2021, said Maula Gazi gifted, granted and transferred certain properties out of the First Portion Of Said Property in favour of Sanoyara Mallick (the Owner No. 15 herein) as specifically mentioned in the said Deed.
- R. By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I,

PADMANDIR INFRAPROJECTS PRIVATE LIMITED

Chandana Ray

Director

(PADMANDIR INFRAPROJECTS PRIVATE LIMITED)



Soumitra Naskar

(SOUMITRA NASKAR)



(REALMARK AWAAS LLP) District Sub-Registrar, IV
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Saurav Ghosh

Volume No. 1904-2021, at Pages 103402 to 103424, being Deed No. 190402101 for the year 2021, said Maula Gazi gifted, granted and transferred certain properties out of the First Portion Of Said Property in favour of Sofia Nesar alias Sofia Nesar Gazi (the Owner No. 16 herein) as specifically mentioned in the said Deed.

- S. By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2021, at Pages 103425 to 103449, being Deed No. 190402104 for the year 2021, said Maula Gazi gifted, granted and transferred certain properties out of the First Portion Of Said Property in favour of Mahila Gazi (the Owner No. 17 herein) as specifically mentioned in the said Deed.
- T. By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2021, at Pages 103450 to 103473, being Deed No. 190402105 for the year 2021, said Maula Gazi gifted, granted and transferred certain properties out of the First Portion Of Said Property in favour of Soma Gazi (the Owner No. 18 herein) as specifically mentioned in the said Deed.
- U. By a Deed of Conveyance dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1901-2021, at Pages 112384 to 112412, being Deed No. 190101760 for the year 2021, said Chandana Roy sold, conveyed and transferred certain properties out of the First Portion Of Said Property in favour of Radha Kunja Builders Private Limited (the Owner No. 19 herein) as specifically mentioned in the said Deed.
- V. By a Deed of Conveyance dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1901-2021, at Pages 112413 to 112441, being Deed No. 190101761 for the year 2021, said Chandana Roy sold, conveyed and transferred certain properties out of the First Portion Of Said Property in favour of Chandrima Homes Private Limited (the Owner No. 20 herein) as specifically mentioned in the said Deed.
- W. By a Deed of Conveyance dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1901-2021, at Pages 112442 to 112469, being Deed No. 190101762 for the year 2021, said Chandana Roy sold, conveyed and transferred certain properties out of the First Portion Of Said Property in favour of Chandrima Builders Private Limited (the Owner No. 21 herein) as specifically mentioned in the said Deed.
- X. By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1901-2021, at Pages 113596 to 113619, being Deed No. 190101787 for the year 2021, said Chandana Roy gifted, granted and transferred certain properties out of the First Portion Of Said Property in favour of Khuku Rani Saha (the Owner No. 22 herein) as specifically mentioned in the said Deed.



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- Y. By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1901-2021, at Pages 113620 to 113643, being Deed No. 190101788 for the year 2021, said Chandana Roy gifted, granted and transferred certain properties out of the First Portion Of Said Property in favour of Rajashree Roy (the Owner No. 23 herein) as specifically mentioned in the said Deed.
- Z. By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1901-2021, at Pages 119172 to 119196, being Deed No. 190101886 for the year 2021, said Chandana Roy gifted, granted and transferred certain properties out of the First Portion Of Said Property in favour of Jiban Krishna Saha (the Owner No. 24 herein) as specifically mentioned in the said Deed.
- AA. By a Deed of Conveyance dated 21st April, 2021, registered in the Office of the Additional Registrar of Assurance-I, recorded in Book No.I, Volume No.1901-2021, being Deed No.190103145 for the year 2021, said Chandana Roy sold, conveyed, granted and transferred certain properties out of the First Portion Of Said Property in favour of Chandrima Enclave Private Limited (the Owner No. 25 herein) as specifically mentioned in the said Deed.
- BB. By a Deed of Conveyance dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1901-2021, at Pages 132168 to 132198, being Deed No. 190102120 for the year 2021, said Kaushik Roy sold, conveyed and transferred certain properties out of the First Portion Of Said Property in favour of Padmandir Builders Private Limited (the Owner No. 26 herein) as specifically mentioned in the said Deed.
- CC. By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1901-2021, at Pages 113548 to 113571, being Deed No. 190101785 for the year 2021, said Kaushik Roy gifted, granted and transferred certain properties out of the First Portion Of Said Property in favour of Ranajit Kumar Dutta (the Owner No. 27 herein) as specifically mentioned in the said Deed.
- DD. By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1901-2021, at Pages 113572 to 113595, being Deed No. 190101786 for the year 2021, said Kaushik Roy gifted, granted and transferred certain properties out of the First Portion Of Said Property in favour of Rita Dutta (the Owner No. 28 herein) as specifically mentioned in the said Deed.
- EE. By a Deed of Conveyance dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1901-2021, at Pages 132101 to 132129, being Deed No. 190102113 for the year 2021, said Kaushik Roy sold, conveyed



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and transferred certain properties out of the First Portion Of Said Property in favour of Padmandir Infraprojects Private Limited (the Owner No. 29 herein) as specifically mentioned in the said Deed.

- FF. By a Deed of Conveyance dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1901-2021, at Pages 132472 to 132499, being Deed No. 190102114 for the year 2021, said Kaushik Roy sold, conveyed and transferred certain properties out of the First Portion Of Said Property in favour of Kunja Complex Private Limited (the Owner No. 30 herein) as specifically mentioned in the said Deed.
- GG. By a Deed of Conveyance dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1901-2021, at Pages 132443 to 132471, being Deed No. 190102116 for the year 2021, said Kaushik Roy sold, conveyed and transferred certain properties out of the First Portion Of Said Property in favour of Padmandir Complex Private Limited (the Owner No. 31 herein) as specifically mentioned in the said Deed.
- HH. By a Deed of Conveyance dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1901-2021, at Pages 132415 to 132442, being Deed No. 190102115 for the year 2021, said Kaushik Roy sold, conveyed and transferred certain properties out of the First Portion Of Said Property in favour of Kunja Infraprojects Private Limited (the Owner No. 32 herein) as specifically mentioned in the said Deed.
- II. In the above mentioned circumstances, the Owner No. 1 to 32 herein have become the joint and absolute owners in respect of the First Portion Of Said Property together with all the rights and liabilities under the Said Agreement.
- JJ. Due to some inconvenience said PS Vinayak Complex LLP was not willing to perform its part of Contract and continue with the work of developing the First Portion Of Said Property. Hence the Owner Nos. 1 to 32 being the joint owners of the First Portion Of Said Property and said PS Vinayak Complex LLP have amicably and mutually decided to cancel/ terminate/ rescind the transaction contemplated under the Said Previous DA and have executed a Deed of Cancellation of Development Agreement dated 1st May, 2021 registered in the Office of the District Sub Registrar-IV, South 24 Parganas and recorded in Book No. I, being No.16040_____ for the year 2021 and further have also revoked the Said Previous POA vide a Deed of Revocation of Power of Attorney dated 1st May, 2021, registered in the Office of the District Sub Registrar-IV, South 24 Parganas, recorded in Book No.IV, being No.16040_____ for the year 2021.
- KK. By a Deed of Conveyance dated 1st May, 2021, registered in the Office of the District Sub Registrar-IV, South 24 Parganas and recorded in Book No.I, being Deed No.16040_____ for the year 2021, said Maula Gazi and Kaushik Roy sold, conveyed and transferred All That piece and parcel of land measuring an area of 1.65 Decimals more or less comprised in L.R. Dag No.126 corresponding to R.S. Dag No.99 recorded in L.R. Khatian



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Nos. 490 and 692 in Mouza Sarmasterchak, J.L. No.17, under Police Station Bishnupur, within Kulerdari Gram Panchayat, District South 24 Parganas out of the First Portion of Said Property in favour of Soumitra Naskar (the Owner No. 33) as specifically mentioned in the said Deed.

- LL. By a Deed of Conveyance dated 21st April, 2021 registered in the Office of the District Sub Registrar-III, South 24 Parganas, recorded in Book No.1, Volume No.1603-2021, being Deed No.160303665 for the year 2021, PS Vinayak Complex LLP (the Owners No. 34 herein) purchased All That the piece and parcel of land containing an area of 5.13 Decimals, be the same a little more or less (out of total area of 30 Sataks comprised in the concerned Dag), situate lying at and being a part or portion of L.R. Dag No. 133 corresponding to R.S. Dag No. 129 and recorded in L.R. Khatian No.513, in Mouza Sarmasterchak, J.L. No.17, under Police Station Bishnupur, within Kulerdari Gram Panchayat, District South 24 Parganas (**Second Portion Of Said Property**) from Ajit Kayal, Sujit Kayal, Indrajit Kayal, Paribala Mondal and Chayya Kayal.
- MM. In the above mentioned events and circumstances the Owners became the joint and absolute owners in respect of the First Portion Of Said Property and Second Portion Of Said Property, collectively All Those various pieces and parcels of land measuring an area of 331.44 Decimals, be the same a little more or less, comprised in several Dags recorded in L.R. Khatian Nos.175, 490, 691, 692 and 513 and all situate at Mouza Sarmasterchak, J.L. No.17, under Police Station Bishnupur, within Kulerdari Gram Panchayat, District South 24 Parganas (morefully and particularly described in the First Schedule hereunder and herein after referred to as the "**Said Property/Premises**", free from all encumbrances. The ownership of the Owners in respect of the Said Premises is given in the chart below:

L.R. Dag No.	R.S. Dag No.	Owner	Area (in Decimal)
137	97	Manavvara Begam	6.6
137	97	Mostakin Gazi	10
137	97	Radha Kunja Builders Private Limited	8.3
137	97	Padmandir Infraprojects Private Limited	8.3
127	98	Rabiyal Haque Gazi	10
127	98	Manavvara Begam	3.4
127	98	Momtaj Gazi	6.65
127	98	Mujibar Rahaman Gazi	10
127	98	Sakina Gazi	10
127	98	Ncha Gazi	10
127	98	Anwar Gazi	10
127	98	Sofia Nesar alias Sofia Nesar Gazi	10
127	98	Soma Gazi	10
127	98	Chandrima Builders Private Limited	10
127	98	Khuku Rani Saha	10
127	98	Rajashree Roy	10.025



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127	98	Jiban Krishna Saha	10
127	98	Ranajit Kumar Dutta	10.025
127	98	Rita Dutta	10
127	98	Kunja Complex Private Limited	10
127	98	Kunja Infraprojects Private Limited	10
126	99	Maula Gazi	6.675
126	99	Chandana Roy	3.75
126	99	Kaushik Roy	2.925
126	99	Soumitra Naskar	1.65
125	100	Reshma Khatun	9
125	100	Munnaf Gazi	7
125	100	Padmandir Builders Private Limited	8
125	100	Chandrima Enclave Private Limited	8
128	100/168	Mahila Gazi	8.5
128	100/168	Chandrima Homes Private Limited	4.25
128	100/168	Padmandir Complex Private Limited	4.25
129	100/169	Chandana Roy	8.16
129	100/169	Kaushik Roy	8.16
129	100/169	Fatema Laskar	6.32
129	100/169	Munnaf Gazi	1
129	100/169	Sanoyara Mallick	9
130	126	Maula Gazi	10.25
130	126	Chandrima Homes Private Limited	4
130	126	Padmandir Complex Private Limited	4
130	126	Chandana Roy	1.125
130	126	Kaushik Roy	1.125
133	129	Fatema Laskar	3.58
133	129	Momtaj Gazi	3.35
133	129	Mahila Gazi	1
133	129	Chandrima Enclave Private Limited	2
133	129	Radha Kunja Builders Private Limited	1
133	129	Chandrima Homes Private Limited	0.965
133	129	Padmandir Builders Private Limited	2
133	129	Padmandir Infraprojects Private Limited	1
133	129	Padmandir Complex Private Limited	0.965
133	129	PS Vinayak Complex LLP	5.13
Total:			331.44

NN. The Developer herein on being approached by the Owners and also relying on the various representations and assurances given by the Owners with respect to the marketable title of the Said Premises, has agreed to undertake and carry out development of the Said Premises, morefully described in the **First Schedule** hereunder written and it has been decided and agreed by the Parties that, the Developer shall develop the Said Premises by constructing a ready to use residential cum commercial building/s ("**Project**") comprising of various units, flats, etc. capable of



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being held and enjoyed independently, on the agreed terms and conditions.

- OO. The Parties hereto have agreed to record in writing the various terms and conditions for Joint Development of the "Said Premises" and construction of the proposed Project at or upon the land comprised therein as hereinafter contained.

NOW THIS AGREEMENT WITNESSETH and it is hereby mutually agreed and declared by and between the Parties hereto as follows: -

1. **DEFINITIONS:** In these presents, unless it be contrary or repugnant to the subject or context, the under mentioned terms or expressions shall have meanings as follows: -
 - 1.1. **"Act"** - shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
 - 1.2. **"Architect"** shall mean the Architect/s who may be retained and/or appointed by the Developer for designing and planning of the said development work as also for supervising the carrying out of the said development work and construction of the proposed Project as per the sanctioned plan as also the Panchayat/ Municipal laws and the Building Rules.
 - 1.3. **"Applicable Law"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;
 - 1.4. **"Approvals"** shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc., in any form, whatsoever, including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any Applicable Law from any Government Authority for sanction of Plans, construction, development, management, operation, implementation and for completing of the proposed Project, including any Completion Certificate and any Occupancy Certificate;
 - 1.5. **"Association"** shall mean an association, syndicate, committee, body, society or company which would comprise one representative from each Units of the Complex as its members and which shall be formed or incorporated at the instance of the Developer for the Common Purposes with such rules and regulations as shall be framed by the Developer for the purpose of common use and enjoyment of the Common Areas, Installations and Facilities and otherwise;
 - 1.6. **"Buyers"** shall mean and include the intending Buyers/ Transferees of flats, commercial units and other saleable spaces, at the Project.



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- 1.7. **"Carpet Area"** of the Units mean and include the net usable floor area of an apartment or commercial unit,, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment and the same subject to amendment as per the Act, local panchayet/municipal body and the prevailing state government statutes.
- 1.8. **"Car Parking Spaces"** shall mean and include car parking spaces both covered, open / mechanical of the Project.
- 1.9. **"Commercial Units"** shall mean and include shops, show rooms, offices and other spaces meant for commercial use.
- 1.10. **"Common Parts"** shall mean and include the common parts and areas of the Project including entrances, corridors, lobbies, landings, stairs, paths, passages, ways, roof top common installation, underground and overhead water reservoirs, water pipes, water Pump and motor, Lifts, Lift well, Lift machine rooms and the sewerage and drainage connection pipes and other common areas, and spaces as may be meant for the common use and the same for the beneficial use and enjoyment of the units at the Project and the open spaces on the Ground floor level of the Project which are not identified as Common Areas by the Developer.
- 1.11. **"Change of Law"** shall mean any new law coming or new law given effect to after the Effective Date of any such laws which directly affects the Developer's performance under the Agreement in a material way;
- 1.12. **"Common Expenses"** shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those as may be decided by Developer after sanction of plan to be contributed, borne, paid and shared by the buyers. Provided however the charges payable on account of generator, electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.
- 1.13. **"Competent Authority"** shall mean and include the Municipality/*Gram Panchayat/ Zilla Parishad* as also any other authorities empowered to approve and/or sanction the building plan by or under any law for the time being in force. And shall also include all other authorities as applicable for completion of the Project.
- 1.14. **"Date of Commencement Of Liability"** shall mean the date on which the buyers of the units take actual physical possession after fulfilling all their liabilities and obligations in terms hereof or the date next after expiry of the Completion Notice for such unit irrespective of whether buyers of the units take actual physical possession or not, whichever is earlier.
- 1.15. **"Excluded Receipts"** shall mean the amounts mentioned in the **Third Schedule** hereunder written and any other amounts as may be decided



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by Developer to be deposited/paid by the buyers/transferees of the units and in case of area allocation with the Owners, the owners or their respective transferees as the case may be to the Developer.

- 1.16. **"Development Work"** shall mean and include development of the "Said Premises" and construction of the proposed Project thereat by the Developer as per the Sanctioned Plan and also as per the Panchayct/Municipal laws and the Building Rules.
- 1.17. **"Developer's Allocation"** shall mean and include the **76% (seventy six percent)** of the Total Sale Proceeds, defined below, of the Units comprised in the Project as per the provisions contained in **Clause no. 14.2** hereunder and also the Flats and Commercial Units and other Saleable spaces separately allocated to the Developer.
- 1.18. **"Development Rights"** shall mean the right, power, entitlement, authority, sanction and permission of or being hereby granted to the Developer to:
- (i) Enter upon and take permissive possession of the Said Premises from the Owners for the purpose of development and construction of the Project/Complex thereon in accordance with the terms of this Agreement;
 - (ii) Appoint, employ or engage Architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction of the Project/Complex in accordance with the Approvals;
 - (iii) To carry out all the infrastructure and related works / constructions for the Complex, including water storage facilities, water mains, sewage lines, septic tank, storm water drains, recreation garden, electrical sub-stations and all other common areas and facilities for the total built-up area to be constructed on the Said Premises as may be required by the Architects of the Project in view of any Approvals, layout plan, or order of any Governmental Authority;
 - (iv) To launch the Project for booking and receive advances and all other receivables including Excluded receipts for sale and transfer or otherwise of all Units and/or saleable areas in the Project/Complex and the Said Premises to the intending purchasers and transferees and to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of all Units and/or saleable areas and related undivided interests in the Said Premises and for that purpose to issue application kits, brochures, allotment letters, provisional allotment letters and other communications and also to enter into agreements of transfer with all intending purchasers in respect of all Units and/or saleable areas in the Project/Complex and to receive all receivables and proceeds as per the terms therein, give receipts and discharges therefor and transfer ownership, possession, use



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or occupation of all Units and/or saleable areas comprised in the Project to the respective intending purchasers / transferees and issue of No objection Certificate and execute tripartite agreement in favour of bank/financial institutes in case of Home loan obtained by the buyers;

- (v) Execute all necessary, legal and statutory writings, agreements and documentations including the declarations, affidavits and/or gift deeds for sanction of Plans, licensing or sale of all Units and/or saleable areas as envisaged herein and appear, admit execution of and present for registration before the jurisdictional Registrar or Sub-Registrar the documents for the same;
- (vi) Manage the Project and the Common Areas, Installations and Facilities constructed upon the Said Premises and also to form the Association and thereafter, to transfer / assign such right of maintenance to the Association and to hold all benefits, consideration etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association;
- (vii) Apply for and obtain any Approvals in its name or in the name of the Owners, as the case may be, including any temporary connections of water, electricity, drainage, sewerage and any other connection in the name of the Owners for the purpose of development and construction of the Project;
- (viii) Generally, any and all other acts, deeds and things incidental or ancillary for the development of the Complex as more elaborately stated in this Agreement;

1.19. **"Force Majeure"** shall mean any event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any acts, omission, breach or violation by such Party or any of its obligations under this Agreement but which arises from, or is attributable to acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightning, cyclone, typhoon, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder or other industrial action, strike, terrorist action, civil commotion or any Government or Court Order;

1.20. **"HIRA Account"** The Developer shall open a separate bank account as required under the said Act, with a bank acceptable to all Parties (**"HIRA Account"**) and deposit 100% (one hundred percent) of any and all monies to be received from the Buyers/Purchasers into this HIRA Account. All monies paid or payable by prospective buyers (including proceeds receivable on the sale of Units and car parks in the Project/Building and undivided interest in the said Property) shall be received by way of cheques/demand drafts/Bank transfer favouring the HIRA Account. No



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payment shall be received under any arrangement with any buyer other than by way of a cheque or demand draft or bank transfer favouring the said HIRA Account.

- 1.21. **"Maintenance-In-Charge"** shall mean any Association/Company to be formed or incorporated by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained and shall include the Developer or such agency or any outside agency to be appointed by the Developer till the formation of such Association and handing over charge of the Complex by the Developer to the Association for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.
- 1.22. **"Marketing"** shall mean marketing and selling of any flat, unit, apartment, commercial units, car parking space and/or saleable space by the Developer either directly or through their marketing agency or otherwise.
- 1.23. **"Marketing Agency"** shall mean any agency as may be appointed by the Developer for sale or marketing of the Units and Saleable Spaces comprised in the Complex.
- 1.24. **"Marketing Expenses"** shall mean all expenses paid in actual (not exceeding 4% of the consideration) relating to or in connection with marketing of the Saleable Spaces comprised in the Complex, such as, fees or brokerage of Marketing Agents, advertisement expenses, model flat expenses (including civil cost), marketing office (including civil cost), brochures, outdoor and digital marketing campaigns, etc and such other expenses. The Owners and the Developer shall bear and pay the marketing expenses in their respective ratios.
- 1.25. **"New Building(s)"** shall mean the new buildings in the Complex to be constructed, erected and completed by the Developer in accordance with the Plan to be sanctioned on the Said Property.
- 1.26. **"Owners' Allocation"** shall mean and include **24% (twenty four percent)** of the Total Sale Proceeds, defined below, of the Units comprised in the Project as per the provisions contained in Clause no. 14.1 hereunder and also the Units, separately allocated to the Owners.
- 1.27. **"Project"** shall mean and include buildings consisting of residential Flats, parking spaces and commercial spaces to be constructed at or upon Land comprised in the "Said Premises" as per the sanctioned plan to be issued and/or approved by the competent authority and as per the Building Rules.
- 1.28. **"Said Property/Premises"** shall mean and include the Said Property/Premises described in the First Schedule hereunder.



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- 1.29. "**Sanctioned Plan**" shall mean and include the building Plan which shall be sanctioned and/or approved by the competent authority as also all other concerned government authorities for construction in one or more phases in respect of the proposed Project as also include the renewed, revised and/or modified and/or other Plans, elevations, designs, maps, drawings and other specifications.
- 1.30. "**Saleable Spaces**" shall mean all constructed spaces, car parking spaces or other spaces in the new buildings or in the Complex capable of being dealt with or transferred.
- 1.31. "**Specification**" shall mean the specification for the said Complex as mentioned in the **Second Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.
- 1.32. "**Title Deeds**" shall mean the documents of title of the Owners in respect of the said Premises.
- 1.33. "**Transfer**" with its grammatical variations shall mean transfer by executing and registering the deed of conveyance for transfer of the concerned unit along with impartible proportionate share in the land comprised in the said property.
- 1.34. "**Total Sale Proceeds**" shall mean and include the amounts as may be received, realised and/or collected by the Developer from the intending buyers towards consideration against "Flats", "Commercial Units" and car parking spaces etc. including but not limited to preferred location charges, floor escalation charges, which will be tendered by the intending buyer/s either in part or full, as applicable, excluding the **Excluded Receipts** specifically mentioned in **Third Schedule** hereunder and the marketing expenses as defined hereinabove.
- 1.35. "**Units**" shall mean and include the Flats (shall mean and include independent housing units with separate facilities for living, cooking and sanitary requirements, distinctly separated from other residential units within a building, which is directly accessible from an outer door or through an interior door in a shared hallway and not by walking through the living space of another household), Commercial Units and Car parking Spaces, which would be available for independent use and occupation at the said Project.
- 1.36. "**Regulations**" - shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- 1.37. "**Rules**" shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- 1.38. "**Section**" shall mean a Section of the Act;



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2. **INTERPRETATIONS:**

- 2.1. Any reference to statute shall include any statutory extension or modification and the re-enactment of such statute and the rules, regulations or orders made there under.
- 2.2. Any covenant by the Developer and/or the Owners not to do or commit any acts deed or thing shall mean and include their respective obligations not to permit such act or thing to be done or committed.
- 2.3. Reference to recitals, articles, clauses and the schedules shall be deemed to be reference for those in this Agreement.
- 2.4. The paragraph headings used in this Agreement are for convenience only and shall form part of this Agreement but not control the construction or interpretation of the clauses under the headings.
- 2.5. The recitals and the schedule and any other document referred to in this Agreement by reference shall form integral part of the Agreement.
- 2.6. In this Agreement, unless the context otherwise requires, any reference to words importing singular shall include the plural and vice versa and the words importing a gender shall include every gender and the references to persons shall include bodies corporate and unincorporated.

3. **PURPOSE, APPOINTMENT AND DATE OF COMMENCEMENT**

3.1. **Purpose:**

3.1.1. This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Owners with respect to the Said Premises in favour of the Developer, the nature of the Project to be developed and completed by the Developer and the respective rights and obligations of the Parties.

3.1.2. The Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the purposes of this Agreement.

3.1.3. If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.

3.2. **Appointment:** The Parties hereby accept all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owners hereby appoint the Developer as the Developer of the Said Premises with right to execute the Project and the Developer hereby accepts the said appointment by the Owners.



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- 3.3. **Commencement:** This Agreement shall be deemed to have commenced on and with effect from the date of execution hereof and shall remain valid and binding till the completion of the Project (which shall mean and include development of the Said Premises by constructing ready to use building/s, complex comprising of various independent flats, commercial units, car parking spaces, in habitable and useable condition) and also till the commercial exploitation of the Project either in full or as to be decided by and between the Parties and as stated hereinafter.

4. **MUTUAL COVENANTS:**

- 4.1. The Owners and the Developer jointly and severally represent and covenant with each other as follows:

- (a) The Parties are competent and have undisputed authority to enter into this Agreement and both the Owners and Developer are competent to perform their respective obligations hereunder.
- (b) This Agreement constitutes valid, legally binding and enforceable obligations;
- (c) Both the Owners and the Developer shall take such further steps and do or commit such further acts and also execute and deliver such further instruments and documents and generally to do all such other things as may be reasonably necessary to accomplish the Development of the Said Premises in such manner as contemplated in this Agreement; and
- (d) The execution and/or performance of this Agreement will not conflict with or cause a breach of or constitute a default under any judgment, injunction, order, decree or any agreement or other instrument binding upon the Owners and/or the Developer. In other words the mutual obligations and covenants as envisaged in this Agreement shall remain valid, undisturbed, binding on both the Parties, unless either of the Party is barred by any Order, Decree, Judgment of any court of competent jurisdiction which directly or in directly affect the Said Premises and/or this Agreement.

5. **OWNERS' REPRESENTATIONS:** The Owners declare and confirm to have made the under-mentioned various representations and assurances to the Developer:

- 5.1. The Owners are the jointly and absolute owners in respect of the "Said Premises", more fully described in the **First Schedule** hereunder written.
- 5.2. The "Said Premises" are free from all encumbrances, mortgages, charges, liens, *lispendens*, claims, demands, liabilities, attachments, leases, tenancies, debutter, wakf and trusts whatsoever created made done or suffered by the Owners or Owners' predecessors-in-title and there is no restriction to develop the said Premises.



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- 5.3. The Owners have full power and absolute authority to enter into the instant Development Agreement as also to entrust the Developer for the development of the "Said Premises" and that there are no bar or restraint order of any Court of Law nor any other impediment of any nature for the Owners to entrust the development of the "Said Premises" to the Developer as per the terms herein recorded.
- 5.4. The Owners have not entered into any other Agreement and/or Arrangement and/or Understanding with any other person or party for sale and/or development or otherwise disposal of the "Said Premises" which is subsisting on the date of execution hereof save and except as mentioned in this Agreement.
- 5.5. The Land Revenue, municipal taxes/ panchayet taxes and all other rates, taxes and outgoings whatsoever on account and in respect of the "Said Premises" and the land comprised therein, have been paid up to date by the Owners and that in case of any amount being found to be lawfully due and payable on account of such rates and taxes for the period up to the date of this Agreement the Owners herein shall pay the same and in this regard. The Developer herein shall also be at liberty to pay the same in the name and on behalf of the Owners, subject to the term that the Owners shall pay and/or reimburse the same to the Developer for the period it is liable in terms of this Agreement.
- 5.6. The "Said Premises" are not affected by any acquisition or requisition proceeding nor is the same subject to any covenant, restriction, stipulation, easement or reservation or other such right, which may adversely affect the "Said Premises" and/or the development thereof.
- 5.7. The "Said Premises" are not adversely affected by any notice or proceeding under the provisions of the West Bengal Estates Acquisition Act 1953 and/or the West Bengal Land Reforms Act 1955 and/or the West Bengal Urban Land (Ceiling & Regulation) Act 1976.
- 5.8. There are no subsisting agreement or arrangement entered into by the Owners concerning sale, mortgage, lease, tenancy or otherwise transfer of the "Said Premises" or any part thereof nor is there subsisting any dealing of the Owners with the same in any manner whatsoever save and except as mentioned in this Agreement;
- 5.9. The "Said Premises" and/or the land comprised therein is not adversely affected by any provision of the West Bengal Estates Acquisition Act, 1953.
- 5.10. The Owners have not created any registered or equitable mortgage or any other mortgage or charge or lien on the said Property or any part thereof.
- 5.11. The Owners have not executed any power of attorney in respect of the said Property or any part thereof for any purpose whatsoever in favour of any person nor any power of attorney is in force as on the date of this Agreement.



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- 5.12. The said Property is not affected by any attachment including attachment under any certificate case or any proceeding started at the instance of income tax authorities or other Government authorities under the Public Demands Recovery Act, 1913 as applicable in West Bengal, or under any other Acts/similar legislation or otherwise whatsoever or howsoever and there is no certificate case or proceeding against the Owners for realization of any arrears as contemplated above.
- 5.13. No suits and/or any other proceedings and/or litigations are pending against the Owners in respect of the said Property or any part thereof and the said Property is not involved in any civil, criminal or arbitration proceedings and no such proceedings and claims of any nature whatsoever are pending or threatened by or against the Owners in respect of the said Property or any part thereof.
- 5.14. Subject to what has been stated in this Agreement, the Owners have not done or permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the development of the said Property in the manner contemplated in this Agreement.
- 5.15. There is no dispute with any revenue or other financial department of the State or Central Government or with any other statutory or public authority in relation to the affairs of the said Property and there are no facts currently existing, which may give rise to any such dispute.
- 5.16. The Owners shall not, during the subsistence of this Agreement, transfer, alienate, encumber, mortgage, lease, create any charge and/or deal with the said Premises or any part thereof in any manner except as provided in this Agreement.
- 5.17. The execution of this Agreement constitutes valid and legally binding obligations of the Owners, enforceable in accordance with its terms.
- 5.18. The Owners and each of them shall indemnify the Developer in connection to any loss, damage, demands, claims, etc. which may arise due to any inherent defect in the title of the Owners over the said Premises.

6. DEVELOPER'S REPRESENTATIONS:

- 6.1. The Developer has sufficient knowledge and expertise in the matter of development of immovable properties and construction of new buildings.
- 6.2. The Developer has sufficient means of necessary finance for carrying out the development of the "Said Premises" and/or construction of the said Project thereat.
- 6.3. The Developer shall prepare the Building Plan in consultation with the Architect within 9 (nine) months from the date of this Agreement with a grace period of 3 (three) months, subject to completion of the all owner's obligations mentioned in clause no. 9
- 6.4. The Developer shall carry out and complete the development in respect of the "Said Premises" and/or construction of the said Project within **48**



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(forty eight) months with grace period of further 6 (six) months from the date of HIRA registration and/or issuance of Sanctioned Plan (whichever is earlier) and the same strictly in accordance with the plan to be obtained/ sanction from and/or approved by the competent authority and the same as per the relevant Municipal Laws/ Panchayat Laws as may be applicable and building Rules relating to the development of immovable properties and/or construction of new Project and further strictly as per the provisions contained in these presents.

7. DEVELOPMENT WORK:

- 7.1. The Owners being desirous of development of the Said Premises has duly appointed and/or hereby appoint the Developer as the Developer and/or Builder and further entrusted to the Developer herein the exclusive right to undertake and carry out development of the "Said Premises" and construction of the said Project thereat as per the sanctioned plan and on the terms and conditions herein recorded.
- 7.2. The Developer hereby accepts its appointment as the Builder and/or Developer in respect of the "Said Premises" and further agree to undertake and carryout the said project of development of the "Said Premises" and construction of the proposed Project as per the Sanctioned Plans thereat in the manner and within the time and on the terms and conditions herein recorded.
- 7.3. The Owners hereby agree to allow the Developer to undertake development of the "Said Premises" in accordance with the 'Sanctioned Plan'.
- 7.4. The Development contemplated in this Agreement is not in the nature of a Partnership or an Association of Persons as contemplated either under the Indian Partnership Act, 1932 or under the Income Tax Act, 1961 or an agency or a joint ownership or any other legal relationship between the parties hereto except as specifically provided herein.
- 7.5. The Owners should be allowed uninterrupted and unhindered right to inspect the development without prior permission of the Developer during normal working hours.
- 7.6. It is hereby expressly agreed by and between the parties hereto that the possession of the "Said Premises" for development is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act, 1882.
- 7.7. The Parties hereby declare and confirm that by virtue of the Developer entering upon the "Said Premises" for carrying out the works of development and construction, the same will not amount to taking over of possession of the "Said Premises" for development. It is expressly agreed and declared that juridical possession of the "Said Premises" for development shall vest in the Owners until such time the development is completed in all regards.



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8. **DEVELOPER'S OBLIGATIONS/COVENANTS:**

- 8.1. In consideration of the premises aforesaid and subject to the provisions contained in these presents, the Developer hereby agrees and undertakes to carry out the Development Work of the "Said Premises" and/or construction of the said Project and the same in accordance with the sanctioned plans and as per the municipal/ *panchayat* laws and building rules and upon observing fulfilling and performing all the terms and conditions of this Agreement.
- 8.2. The Developer shall duly apply for and obtain necessary plans duly sanctioned by the competent authority as also all necessary permissions, clearances, approvals and No objections from the competent authority and/or the concerned departments as may be required for carrying out and completing the development of the "Said Premises" and/or construction of the said Project in one or more phases as per provision of Municipal/ Panchayet Laws. The Developer shall cause to be prepared the plans for construction of the Complex by causing and ensuring the consumption of maximum permissible Floor Area Ratio (FAR).
- 8.3. The Developer shall also be responsible for soil testing, ground leveling at its own costs.
- 8.4. The Developer herein, shall be responsible to arrange all finances and/or funds and/or moneys as may from time to time be necessary or required for completing and/or carrying out development of the "Said Premises" and/or construction of the said Project and in this respect, the Owners shall not in any manner be liable or responsible.
- 8.5. The Developer shall not require the Owners to provide finance for the project and/or to pay the costs of carrying out and/or completing the development of the "Said Premises" and/or construction of the proposed Project.
- 8.6. The development of the "Said Premises" and/or construction of the said Project shall be made and the same complete in all respect including installation of lifts, electrical connection and fittings, water pumps, municipal water, sewerage and drainage connections, plumbing and sanitary fittings as also overhead and under-ground water reservoirs and all other common parts. All the Flats and Commercial Units in the said Project shall be made habitable in accordance with the agreed Specifications mentioned in the **Second Schedule** hereunder written.
- 8.7. The development work and/or construction of the said Project shall be carried out and/or completed by use of standard building materials, sanitary and electrical fittings and the same as per the specifications mentioned in the **Second Schedule** hereunder written and also as may be approved and recommended by the Architect. In carrying out the construction of the said Project, the Developer shall use the steel and cement strictly as per the agreed Specifications and otherwise as per sizes and quality as may be recommended by the Architect. It is made clear that no sub-standard material shall be used for carrying out or completing the construction of the said Project.



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