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SURANJAN MUKHERJEE
Licensed Stamp Verifor
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S. Roy Road, 1641

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- 2 APR 2022

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Two Thousand Twenty Two

BETWEEN

1 PARTIES:

Apparances N. Keine

1.1 OWNERS:

Parganas, represented by One of its authorised Partner MR.

MANISH KUMAR SHARMA (PAN NO. ARKPS6486P), son of
Sri Mahesh Kumar Sharma, working for gain at 9A, Lord Sinha
Road, Post Office Middleton Row, Police Station Shakespear
Sarani, Kolkata-700071, hereinafter referred to as "the
DEVELOPER/ PROMOTER" (which expression unless
excluded by or repugnant to the subject or context shall be
deemed to mean and include past or present partners, and/or
persons to be inducted as partners and their respective heirs,
successor, executors administrators, legal representatives) 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) "said Premises / Property" shall mean the land measuring more or less 1.29 Acres equivalent to 5220.40 Sq.M. comprised in demarcated portion of L.R. Dag No. 251 and 252 corresponding to L.R. Khatian No. 1119, 1120, 1122, 1123, 1124 and 1125, R.S. Khatian No. 612, Mouza Kochpukur, J.L. No. 2, in the District of South 24 Parganas, (morefully and particularly mentioned and described in the FIRST SCHEDULE hereunder written). A short description of the said premises has been mentioned in the FIFTH SCHEDULE.
  - (b) "Appropriate Authority" shall according to the context mean any government, semi government, judicial, quasi judicial and/or local authority or body or service provider connected with the sanctioning or approval of the Building Plans and giving permissions, no objections, clearances and other certificates in several matters referred to herein.
  - (c) "Architect" shall mean such Architect who may be from time to time appointed by Developer/Promoter for the Building Complex.



(1) HAPPY HOME HIGHRISE PRIVATE LIMITED (PAN NO. AABCH8711M), (2) B.C.N. PROMOTERS & DEVELOPER PRIVATE LIMITED (PAN NO. AACCB4676N), (3) DREAM LAND HIGHRISE PRIVATE LIMITED (PAN NO. AACCD6200E), (4) RED ROSE HIGHRISE PRIVATE LIMITED NO.AADCR6302G), (5) ANUPAMA PROMOTERS PRIVATE LIMITED (PAN NO. AAECA4631J) AND (6) B.C.N. BUILDERS & DEVELOPER PRIVATE LIMITED (PAN NO. AACCB4677P), all are companies incorporated under the Companies Act, 1956 and are allexisting Companies within the meaning of the Companies Act, 2013 and all having its registered Office at Raghunathpur, 'Shyam Vihar Complex', Phase I, Block No. 1, Ground Floor, RFF2 Raghunathpur, Kolkata - 700 059, all being represented by their respective Director BABLU NASKAR (PAN- ABSPN2077M) son of Late Rabindra Nath Naskar, by occupation business, working for gain at Shyam Vihar Complex, RFF/2, Raghunathpur, Block No. 1, Ground Floor, Kolkata - 700 059, Post Office -Raghunathpur, P.S. Rajarhat , District North 24 Parganas, hereinafter collectively referred to as "the OWNERS" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors or successors-in-interest and assign) of the ONE PART and

#### 1.2 DEVELOPER:

1.2.1 RABINDRA NATH DEVELOPERS LLP (PAN ABDFR8521K), a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act, 2008 and having its register office at 9A, Lord Sinha Road, Post Office - Middleton Row, Police Station Shakespear Sarani, Kolkata-700071 and having its administrative Office at RFF/2, Raghunathpur, Post Office -Raghunathpur, Police Station - Rajarhat, District - North 24





- (d) "Building Complex" shall mean the said Property and the New Building to be constructed thereon and include all Transferable Areas therein and also include the Common Areas and Installations.
- (c) "Building Plans" shall mean the Building Permit and/or Plans issued and sanctioned by any Appropriate Authority for construction of New Building at said Property and shall include all modifications and/or additions and/or alterations thereto made in terms hereof as also all extensions and/or renewals thereof. One Building Plan after approval of all the Statutory Authorities including New Town Development Authority was duly santioned for entire First Schedule Property.
- (f) "Common Purposes" shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Building Complex and in particular the Common Areas and Installations; rendition of common services in common to the Transferees thereof; collection and disbursement 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.
- (g) "Common Expenses" shall mean and include all expenses to be incurred for the management maintenance upkeep and administering of the New Building and the said Property and in particular the Common areas and Installations and rendition of services in common to the Transferees therein and other Common Purposes.
- (h) OWNERS' ALLOCATION shall mean aggregate 20,150 Sq.ft. Super Built up area to all the six owners out of the total constructed area constructed over the land morefully described in the FIRST SCHEDULE hereinabove written which are allocable to the Owners' interms of this agreement comprising of various flat/units/apartments, roof, constructed spaces, open spaces and/or Car Parking Spaces both open and covered TOGETHER WITH the undivided



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

**GRN Details** 

GRN:

192021220208160341

GRN Date:

19/03/2022 15:43:51

BRN:

1741412509

Payment Status:

Successful

Payment Mode:

Online Payment

Bank/Gateway:

HDFC Bank

BRN Date:

19/03/2022 15:03:47

Payment Ref. No:

2000864601/1/2022

[Query No/\*/Query Year]

Depositor Details

Depositor's Name:

RABINDRA NATH DEVELOPERS LLP

Address:

9A, LORD SINHA ROAD KOLKATA - 700071

Mobile:

9830188888

Contact No:

03340088272

Depositor Status:

Others

Query No:

2000864601

Applicant's Name:

Mr PARTHA NANDY

Identification No:

2000864601/1/2022

Remarks:

Sale, Development Agreement or Construction agreement

Payment Details

SI, No.	. Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000864601/1/2022	Property Registration, Stamp duty	0030-02-103-003-02	75071
- 2	2000864601/1/2022	Property Registration-Registration Fees	0030-03-104-001-16	411028

Total

486099

IN WORDS:

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proportionate share in the land comprised in the said premises and attributable thereto mention in the First Schedule AND TOGETHER WITH the undivided proportionate share in all common parts portions areas and facilities including location, advantage and market value fully described in the Second Schedule hereunder written, excluding the Developer's Allocation.

- (i) DEVELOPER'S/PROMOTER'S ALLOCATION shall mean the balance constructed area in the new building to be constructed over the land morefully described in the FIRST SCHEDULE hereinabove written which are allocable to the Developer/Promoter interms of this agreement comprising of various flat/units/apartments, roof, constructed spaces, open spaces and/or Car Parking Spaces both open and covered TOGETHER WITH the undivided proportionate share in the land comprised in the said premises and attributable thereto mention in the First Schedule AND TOGETHER WITH the undivided proportionate share in all common parts portions areas and facilities including location, advantage and market value more fully describe in the Third Schedule hereinabove Written.
- (j) "Encumbrances" shall include but not limited to mortgages, charges, liens, hypothecations, lis pendens, attachments, leases, tenancies, thika tenancies, alignment, occupancy rights, uses, debutters, trusts, wakf, acquisition, requisition, vesting, claims, demands and liabilities whatsoever or howsoever.
- (k) "New Building or Building/s" shall mean the building or buildings and other structures to be constructed at the said Property in pursuance hereof.
- (l) "Proportionate" with its grammatical variation, in relation to any Unit shall mean the proportion which the built-up area of



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the concerned Unit bears to the built-up area of all the Units in the New Building.

- (m) "Security Deposit" shall mean the amount to be deposited by the Developer/Promoter with the Owners for the purposes as hereinafter stated to be adjusted in terms of clauses and sub-clauses.
- (n) "Specifications" shall mean the specifications and/or materials to be used for construction of the New Building as mentioned in the FOURTH SCHEDULE hereunder written.
- (o) "Transfer" shall include transfer by sale or lease and/or by any other means adopted to alienate or part with possession of the Transferable Areas or any part or share thereof.
- (p) "Transferable Areas" shall include Units, open and covered Parking Spaces and all other constructed and open areas thereat and all other properties, benefits rights and/or privileges at the Building Complex capable of being commercially exploited or transferred for consideration in any manner including by adding to the chargeable super built-up area or otherwise.
- (q) "Transferees" shall mean and include all persons to whom any Transferable Areas are transferred or agreed to be so done.
- (r) "Units" shall mean all the saleable spaces and/or constructed areas in the building complex be it flats, apartments, office spaces, shops, showrooms, covered spaces or the like for use as residence, commercial, mercantile or any other purpose capable of being independency and exclusively held used occupied and enjoyed by any person and shall include the open terrace if any attached to any unit.
- (s) "Parking Spaces" shall mean the spaces in the ground floor (and the basement, if any) of the new Building and also at the open space at the ground level in the said Property expressed by the Developer/Promoter for parking of motor cars and



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other vehicle therein or thereat and also include any Mechanized Parking System if erected or installed by the Developer/Promoter at any part of the said Property.

- (t) "Built-up Area" in respect of any unit shall mean the plinth area of such unit and include, interalia, the area of the balconies (if any) attached thereto, the thickness of the external and internal walls thereof and the columns therein PROVIDED THAT if any walls or column be common between two units then only one-half of the area under such walls or column be included in each such unit.
- (u) "Pass Through Charges" shall mean the Goods and Service
  Tax or any substitutes, additions or alterations thereof and
  any other impositions, levies or taxes (other than Income Tax)
  on the Transfer in favour of the Transferees.
- (v) "Realizations" shall mean and include the amounts received or receivable against sale or Transfer of the Transferable Areas from time to time; but shall not include any amounts received on account of (a) Pass Through Charges and (b) Extras and Deposits,
- (w) "Share in land" shall mean the proportionate undivided undemarcated impartible share or interest in the land comprised in the Subject Property attributable to any Unit.
- "Transferable Areas" shall mean the Unit/s, Garage/Parking Spaces, Other Constructed Spaces, private/reserved terraces/ roofs with or without any facilities and all other areas at the Building Complex capable of being sold and/or transferred and/or granted right of exclusive use independently or by being added to the area of any Unit or capable of being made appurtenant exclusively to any Unit or otherwise and shall also include any area, right or privilege at the Building Complex capable of being commercially exploited or transferred and/or granted right of use of for consideration in any manner and include the Share in Land attributable to

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Units and also rights in respect of Common Areas and Installations appurtenant to Units But shall not include anything which cannot lawfully be Transferred and/or granted right of exclusive use.

- (y) "Force Majeure" shall mean the events and reasons specified below, resulting in delay in compliance of the obligations of the parties hereunder or arising out herefrom, i.e. to say:
  - Fire, Flood, Earthquake, storm, lightning causing damage to the New Building or such other unforeseen natural calamities;
  - (ii) Riots, civil commotion and disturbances, insurgency, enemy action or war;
  - (iii) Temporary/permanent interruption in the supply of utilities serving the Building Complex;
  - (iv) Non determination of appropriate authority having jurisdiction and functioning for according of sanction to building plans;
  - Injunctions/orders of any government, municipality, panchayet and other Appropriate Authorities restraining the construction of the New Building at the said Property;
  - (vi) Injunctions/restraint orders from any Court or Tribunal restraining the construction of the New Building at the said Property or any litigation which may affect the title of the said Property;

Provided That no reason shall be force majeure if the same is directly or indirectly attributable to any negligence or willful act or omission of the concerned party.

### II Interpretation:

(i) Statutes: In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or



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subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time.

- (ii) Party: In this Agreement, any reference to a Party is to a party to this Agreement. The Owners and the Developer in this agreement wherever the context so permits are collectively referred to as the 'parties' and individually as a 'party'.
- (iii) Clause or Paragraph: In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.
- (iv) Headings: In this Agreement, the heading are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.
- (v) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated in writing

## SECTION-II # RECITALS AND REPRESENTATIONS:

- 2 RECITALS/REPRESENTATIONS:
- 2.1 RECITALS:
- 2.1.1 The Owners are the sole and absolute Owner of the Subject Property.
- 2.1.2 Pursuant to discussions between the parties and the representations as hereinafter contained, the Owners and the Developer/Promoter have agreed to enter into this agreement whereby the Developer/Promoter have become entitled to undertake to construct the Project by carrying out the planning and construction of the New Building/s and to invest the costs and expenses required for the same and to Transfer the Units,



Parking Spaces and other Transferable Areas therein to interested Transferees and to carry out certain other acts, deeds and things pertaining to the Building Complex and be entitled to the Developer's Ratio/Share in consideration thereof and the Owners have agreed to Transfer the Shares in Land attributable to the concerned Units to the Transferees thereof upon Construction thereof and to carry out certain other acts, deeds and things pertaining to the land at the said Premises and be entitled to the Owner's Ratio/Share in consideration thereof and the parties have agreed to enjoy the commercial benefit in respect of the Building Complex in the Agreed Ratio on the terms and conditions hereinafter contained.

#### 2.2 REPRESENTATIONS:

- 2.2.1 The Owners have made the following several representations, assurances and warranties to the Developer which have been relied upon by the Developer for the purpose of entering upon this Agreement and the transaction envisaged herein:
  - (a) The Owners are presently the sole and absolute freehold owners of the Subject Property with marketable title free from all Encumbrances whatsoever and in khas vacant and peaceful possession thereof and the Subject Property is duly secured by boundary walls on all sides with frontages alongside public road. The facts about the Owners deriving title to the Subject Property is represented and warranted by the Owners in the FIFTH SCHEDULE hereto and the same are all true and correct. The Owners have caused its name to be mutated in the records of the Block Land and Land Reform Officer in respect of the Subject Property.
- 2.2.2 The Subject Property is fit for the development and Transfer of the Building Complex.
- 2.2.3 To the best of the information and knowledge of the Owners, there is no notice of acquisition or requisition or alignment under the Land Acquisition Act or The Right to Fair



Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 received or pending in respect of the Subject Property or any part thereof and the Subject Property or any part thereof does not contain any excess vacant land under the Urban Land (Ceiling and Regulation) Act, 1976 or not affected by any scheme alignment of the Kolkata Improvement Trust or any other law whatsoever.

- 2.2.4 To the best of the information and knowledge of the Owners neither the Subject Property nor any part thereof has been attached or forfeited and/or is liable to be attached or forfeited under any laws or order or decree of any authority or Court of Law or due to Income Tax, Foreign Exchange, Money Laundering or any other Statutory Dues or Public Demand.
- 2.2.5 There is no impediment, obstruction, restriction or prohibition in the Owners entering upon this Agreement and/or in the development and transfer of the Subject Property.
- 2.2.6 There is no suit, dispute, claim or other legal proceeding, civil, criminal or revenue legal proceedings have ever been filed or is pending by or against the Owners and/or any other person affecting or in anyway relating to the Subject Property and/or Owners.
- 2.2.7 There is no injunction, status quo, prohibition or other order or condition in any way relating to or affecting the Subject Property in any manner.
- 2.2.8 The Owners have not stood as Guarantor or Surety for any obligation, liability, bond or transaction whatsoever.
- 2.2.9 The Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Subject Property or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the development transfer and other activities envisaged under this Agreement.



- 2.2.10 The Owners have not mortgaged or charged or provided security interest in respect the Subject Property or any part thereof and there is no notice or proceeding for realization or recovery of the dues of the Bank nor is there any proceeding under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or the Companies Act or Insolvency Code or before the Debts Recovery Tribunal or before any Court or Tribunal.
- 2.2.11 No winding up or bankruptcy or insolvency proceedings or proceedings in Company Law Board or NCLT any other proceedings in any Court or Tribunal or statutory authorities have ever been filed by or is pending against the Owners.
- 2.2.12 The shareholders and directors of the Owners have passed all necessary resolutions authorizing the development and Transfer of the Subject Property in the manner envisaged herein and authorizing the executants of this agreement to enter upon this agreement and the powers of attorney to be executed in pursuance hereof on behalf of the Owners and Owners have absolute right to enter into this Agreement with the Developer and this agreement has duly been approved by all the Directors of the respective owners company as would be testified by Board of Director's resolution of the respective owners.
- 2.2.13 There is no difficulty in the compliance of the obligations of the Owners hereunder.
- 3 REPRESENTATIONS OF DEVELOPER/PROMOTER: The Developer have, in turn, made the following several representations, assurances and warranties to the Owners which have been relied upon by the Owners for the purpose, of entering upon this Agreement and the transaction envisaged herein:-
- 3.1 The Developer is carrying on business of construction and development of real estate and have adequate infrastructure, expertise and resources in this field.



- 3.2 The Developer have full authority to enter into this Agreement and there is no impediment, obstruction, restriction or prohibition in the Developer entering upon this Agreement.
- 3.3 Subject to the terms hereof, there is no difficulty in compliance of the obligations of the Developer hereunder and the Developer shall undertake and complete the development in the manner and as envisaged herein.
- 3.4 Developer to incur costs: The Developer shall incur all costs, charges and expenses whatsoever for development of the said property on the terms and conditions hereinafter appearing, including but not limited to costs charges fees expenses etc. for survey, sanction, construction, landscaping and completion, building elevation, and the owners shall not be put to any expense cost or charge whatsoever unless the same is expressly and categorically mentioned in this agreement.
- The parties are now entering upon this Agreement to put into writing all the terms and conditions agreed between them in connection with the development of the Subject Property and the administration and Transfer of the Building Complex and the respective rights and obligations of the parties in respect of the same as hereinafter contained.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed, declared, confirmed and recorded by and between the parties hereto as follows:-

- 1.1 That no litigation or suit or proceeding is pending in any Court of Law in respect of the said Property or any part thereof or any undivided share therein nor has any decree, judgment or any other order / interim order been made or passed affecting the said Property or any part thereof in any manner whatsoever.
- 1.2 Subject to the terms hereof, the Developer shall or may at all times after delivery of possession of the said Premises by the Owners to the



Developer in terms hereof, peaceably and quietly hold use possess and develop the said Premises, benefits, advantages and rights hereby granted without any lawful eviction, interruption claim or demand whatsoever from or by the Owners or any person or persons claiming under it.

#### 2. GRANT OF DEVELOPMENT RIGHTS

- 2.1 The Owners do and each of them doth hereby irrevocably and exclusively grant to the Developer and the Developer hereby acquires and accepts from the Owners, the exclusive possession and right to develop and exploit commercially the said premises by constructing New Building/s thereat and for the consideration and on the terms and conditions herein contained, and such grant, amongst others does include-
  - the right to use the entire premises and including entire sanctionable area of the said Premises in any manner and to the extent as may be permitted by the relevant provisions of relevant statutes for the time being in force;
  - (b) benefit of all exemptions, approvals, orders under Urban Land (Ceiling & Regulation) Act, 1976 and all other statutory approvals and permissions obtained or that may be obtained in respect of the said Premises and;
  - (c) right to appropriate the sale proceeds of the building/ buildings to be constructed or any other space therein at the said Premises, subject to the payment of consideration to the Owners and complying with the terms hereof.
  - (d) The Developer shall have the right and authority to obtain the deeds of conveyance/transfer in respect of its entitlement of



constructed area including the land share in different proportionate undivided shares in favour of the Developer and/or the various Transferees agreeing to purchase various part of the Transferable Areas in the Building Complex and nominated by the Developer and the Owners shall be bound to and agrees to convey the same.

- (e) The Owner's Allocation shall be constructed and completed by the Developer at the Developer's cost as per the Building Plans and the Specifications mentioned in the FOURTH SCHEDULE or the alternative substitutes thereof available at the market.
- (f) The Developer's Allocation shall be constructed by the Developer and the Developer shall own hold and posess the same with right to Transfer the same without fetters or hindrance or objection or hindrance from the Owners.
- (g) Each of the promises herein shall be the consideration for the other.
- (h) It is expressly agreed that the consideration for the sale and transfer of the undivided share in the land comprised in the said Property forming part of the Developer's Allocations belonging to the Developer shall be the costs of construction of the Owner's Allocation and payment of Security Deposit subject to compliance of all, obligations of the Owners as herein stated.

## 3. OWNERS' AND DEVELOPER'S ALLOCATION

3.1 Owners' Allocation / Consideration:



## 3. OWNERS' AND DEVELOPER'S ALLOCATION

#### 3.1 Owners' Allocation / Consideration:

3.1.1 In consideration of the Owners granting exclusive development rights to the Developer and to appropriate all sale proceeds and other amounts arising therefrom, the Developer has agreed to provide to the Owners and the Owners shall be entitled to receive from the Developer a total constructed area of 20,150 sq.ft. super built up area on the floor as per desire of the Developer in the new buildings to be constructed at the said Premises and together with proportionate share in the land of the said premises as morefully described in the SECOND SCHEDULE hereunder written.

#### 3.2 Developer's Allocation:

3.2.1 Save and except the Owners' Allocation, the remaining all other flats, shops, offices, units, constructed area parking spaces / rights, top roofs, terraces, open areas etc., in the new buildings together with remaining undivided share in the land of the said Premises shall belong to the Developer solely absolutely and exclusively.

# 4. CONDITIONS RRECEDENT TO THE DEVELOPMENT

- 4.1 It shall be the Owners obligation to comply with the following obligations to make the said Premises suitable for development:
  - a) The Owners' have already got their names mutated in the records of the B.L. & L.R.O. office and also in the Concerned authority;



- c) The Owners have obtained the necessary No Objection or other requisite permission from the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 as be required for enabling development of the said Premises;
- d) The owners had duly prepared the building plan for construction of multistoried building complex got the same approved including from the local Zilla Panchayat and submitted the same for sanction before New Town Kolkata Development Authority.
- c) Owners made the said premises free from all encumbrances, charges, liens and lispendenences and have a clear marketable title.
- f) In case in future if any claim of any nature arises in respect of said premises/land the owners at their own cost and efforts will settle the same within a period of three months and keep the Developer fully indemnify and harmless in respect thereof.

## COVENANTS AND RESPONSIBILITIES OF THE DEVELOPER

- (a) The Developer shall develop, construct and complete building or buildings in or upon the said Premises:-
  - (i) entirely at its costs, and
  - in accordance with plans and with amendments, alterations and additions, if any, as be prepared by the Developer and sanctioned by the appropriate authority from time to time;
     and
  - in compliance with the rules and regulations, bye-laws and other statutory provisions applicable in respect of the development and construction of building/buildings; and



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- (iv) by using good quality of constructional materials, and taking due care and diligence and following prudent norms in constructing and completing the construction on the said Premises in accordance with the plans to be sanctioned.
- (b) The fees and all other charges payable to the Architect and Engineers and Consultants will be paid and borne by the Developer.
- (c) The building/buildings(s) shall be constructed on the said Premises as per the building plans to be sanctioned by the appropriate authority and shall include all modifications and/or additions and/or alterations thereto made in terms hereof as also all extensions and/or renewals thereof.
- (d) Subject to Force Majeure and other inevitable causes beyond the control of the Developer and subject to the Owners not being in default in compliance of their obligations hereunder the development and construction of the building/buildings(s) shall be completed within a period of 4(Four) years from the date of sanction of building plan and all other certificate/permissions as shall be required for development of the said Premises having been obtained and there being no fetters in the Developer undertaking construction at the said Premises, with a grace period of 6(six) months.
  - (e) In case if the construction work is not completed within the aforesaid period then the Developer is liable to pay the interest @ 3% above the nationalised Bank Fixed Deposit interest for the default period in respect of the balance unsold area of the Owners' Allocation.
  - (f) The delivery of the unsold Owners' Allocation shall be by way of 15 days notice, in writing, to be sent by the Developer to the Owners upon construction and completion and the Units comprised in the

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Owners' Allocation shall be deemed to be complete in case the same be internally completed as per the specification for construction of Units as contained in the **FOURTH Schedule** and unless the Owners take possession earlier, they shall be deemed to have taken possession of the Owners' Allocations on expiry of such notice period of 15 days.

- (g) The Developer shall from time to time be entitled to demolish the existing structures, if any at the said Premises and the net proceeds that may be realised out of the sale of debris shall belong to the Developer.
- (h) All constructions to be made on the said Premises shall be at the sole risk and responsibility of the Developer and furthermore all building materials, plants and machineries, installations and fitting etc. which may be brought or kept at the said Premises shall remain at the sole risk and responsibility of the Developer and/or its agents, representatives and contractors.
- (i) The Developer shall ensure that the standard of construction, finish and general appearance of the building/buildings(s) and the material and fittings to be used in the construction of the building/buildings(s) shall be of standard quality.
- (j) The Developer shall not suspend, discontinue or abandon the development of the said Premises and/or construction of the building/buildings(s) except on account of "force majeure" and reasons beyond its control.
- (k) For the purpose of construction at the said Premises, the Developer shall be entitled to appoint, engage and employ such Architect, Contractors, Sub-contractors, Engineers, Labourers, Mistries, Caretakers, Guards and other Staffs and employees at such





remuneration and on such terms and conditions as may be deemed necessary by the Developer. Such persons and/or employees shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries wages, remuneration etc.

# 6. EXECUTION OF SUPPLEMENTAL DOCUMENTS, POWER OF ATTORNEYS AND FURTHER ACTS

- 6.1 Simultaneously with the execution of this Development Agreement, the Owners shall execute the following documents.
- 6.1.1 A Power of Attorney in favour of the Developer and/or its nominees and the said Power of Attorney shall for all intents and purposes be deemed to have been given pursuant to this agreement. Such power is comprehensive general Power of Attorney (with power of substitution and delegation) authorizing and permitting the Attorney to inter alia, deal with trespassers if any at the said Premises, approach statutory authorities for obtaining all sanction, modification, alteration, re-validation etc., of plans, modified plans and developmental permissions in respect of the said Premises, to commence and carry out and complete development and construction and completion of building/buildings in and upon the said Premises, sell and transfer flats, units, shops, showrooms etc., and other saleable and constructed areas and rights in or about the building or buildings to be constructed by the Developer together with or independent of or independently the land comprised in the said Premises, create third party rights and/or interest in respect of the said Premises, mortgage the said Premises, enter into agreements for sale of constructed units, flats, shops, showrooms and other saleable and constructed areas and rights together with or independent of or independently the land comprised in the said Premises, and execute and register separate deeds of conveyances in





respect of the units, flats, shops, showrooms etc., and other saleable and constructed areas and rights in the building or buildings and/or the said Premises together with or independent of or independently the land comprised in the said Premises and receive and appropriate the consideration money and amounts of deposits, securities etc and deliver possession of the constructed units, flats, shops, showrooms and other saleable and constructed areas and rights etc.

- 6.1.2 The Owners agree not to revoke such Power of Attorney during the subsistence of this agreement and such powers and authorities shall in all cases extend to all other matters or transactions not precisely or specifically mentioned or defined in the said Power of Attorney.
- 6.2 Notwithstanding grant of the aforesaid Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans, etc. for enabling the Developer to perform all obligations under this Agreement.
- 6.3 It is understood that from time to time to facilitate the uninterrupted construction of the New Building/s by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.

# DEPOSIT OF TITLE DEEDS AND DOCUMENTS



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also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.

# DEPOSIT OF TITLE DEEDS AND DOCUMENTS

7.1 The Owners shall simultaneously with the execution hereof kept all the said original documents of title in respect of the said Premises in their safe custody to on undertaking of the Owners to produce the same as and when required by Bank, Financial Institution, any authorities prospective purchasers of the units, flats, shops, showrooms etc., and other saleable and constructed areas and rights at the Said Premises as also by the Developer as and when reasonably required. Upon completion of development, the owners shall handover all the original to the maintenance Associaiton or Developer.

## 8. SECURITY DEPOSIT

a) The Developer has before the execution hereof caused to be deposited with the Owners a sum of Rs.4,11,00,000/(Rupees Four Crore Eleven Lacs) only as Interest Free Security Deposit (hereinafter called "the Deposit Amount"), and the same shall be treated in the manner hereinafter appearing which is refundable free of interest from the Sale Proceeds of the Owner's Allocation area.

# OWNERS' OBLIGATIONS

(a) The Owners do and each one of them doth hereby agrees and covenant with the Developer not to cause any interference or hindrance in the sanction/modification/alteration of Building Plans in terms hereof, construction of the Building Complex at the said Property by the Developer and/or sale of the Developer's Allocation and not to do any act deed or thing whereby any right of the Developer hereunder may be affected



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- (b) Each and every representation made by the Owners in this Agreement are all true and correct and the Owners agree and covenant to perform each and every representation and the failure in such performance or detection of any representation as false (partially or wholly) or incorrect or misleading shall amount to breach and default of the terms and conditions of this agreement by the Owners.
- (c) The responsibility of making out good and marketable title of the said Premises, as applicable, free from all encumbrances and liabilities shall always be that of the Owners and the Owners shall be and always remain liable and obliged to satisfy the banks, financial institutions, lenders intenting purchasers etc., providing loans to the project and/or home loans to buyers of flats / units etc., and the Owners shall indemnify and keep the Developer fully saved harmless and indemnified from and against all losses damages costs claims demands actions consequences with regard thereto.
- (d) The Owners shall remain liable to rectify and clear defects deficiencies encumbrances, if any, in respect of the title at their own costs till the completion of the Project. The Owners hereby covenant to ensure that the title to the said Property remains good and marketable till completion and sale and transfer of all units, flats, shops, showrooms etc., and other saleable and constructed areas and rights at the said Premises.
- (e) The Owners shall be responsible to pay all the taxes, land revenue, water charges and electricity charges and there is no dues payable to any government, authority or person in respect of the said Premises and in case there be any outstanding till the date hereof, the same shall be paid and



borne by the Owners. The Developer shall be responsible for all such dues with effect from the date hereof;

- (f) The Owners shall at the request of the Developer sign and execute from time to time all the plans and other applications for layouts, sub-division, construction of the building/ buildings and structures on the said Premises for being sanctioned by the appropriate authorities provided that, all costs, charges and expenses including Architect's fees in this connection shall be borne and paid by the Developer alone.
- (g) The Owners agree to render all assistance and Co-operation that may be required by the Developer from time to time to arrange finance and to carry out the development work in and upon the said Premises and construction and completion of building/s and structures thereon in accordance with the terms and conditions as may be stipulated by the concerned authorities and in respect of any other matter relating to or arising therefrom **Provided That** the Owners shall not be liable to incur any financial obligations in that behalf and the property / land of the owners shall not be mortgaged or encumbered in anyway whatsover for financial asistence.
- (h) The Owners shall, as and when required by and at the request of the Developer, execute and register sale deed or deeds or other documents of transfer for sale and transfer of the land comprised in the said premises in favour of the Developer and/or its nominee or nominees (being the buyers / purchasers of units, flats, shops, showrooms etc., and other saleable and constructed areas and rights at the said Premises and in the building/s thereat to be constructed by the Developer) in such share or shares and/or part or parts as the Developer may require or nominate from time to time,



without raising any objection whatsoever and all costs charges and expenses in respect thereof shall be borne and paid by the Developer.

- (i) If the Developer desires to obtain loan by creating a mortgate on a portion of its proportionate share in its constructed flats together with proportionate share in land of the said flats he can do so and in that event the Developer shall be liable to pay back the loan and the Owners in no case shall be liable to pay any dues. Moreover the original Title Deeds will remain with the Owners even if the Bank finance has been obtained by Developer. Under no circumstances the owners shall be liable to pay such loan nor any of owner's share can be attached or any lien be created on it.
- (j) However it is made clear that the Owner's shall not be responsible in any manner whatsoever and the Developer at its own cost and effort make the payment of the same and keep the owners fully indemnify and harmless about the same but in no case the land of the owners shall be mortgaged on encumbered with any financial institution for obtaining any sort of loan

# 10. RIGHTS OF THE DEVELOPER

(a) simultaneously with the execution hereof, the Owners have put the Developer in possession of the said Premises for the purpose of complying with the terms hereof. The Developer shall thereafter be entitled to commence the work of development and construction as per building plan as be sanctioned and complete the construction and to sell dispose of the units, flats, shops, showrooms and other saleable and constructed areas and rights by sale on what is commonly



known on as ownership basis, lease, leave and/or license etc., as shall be decided by the Developer in consultation with the owners And the Developer shall be entitled to enter into agreements for salc/transfer or otherwise deal with the building(s) or any part thereof and receive consideration money, advances, deposits securities etc. from intending purchasers and/or acquirers / transferees. On or before the booking of the area the owners and Developer will jointly devide the minimum rate per Sq.ft. and the same may be revised from time to time.

- (b) The Developer shall be at liberty to sell transfer lease out and deal with the units, flats, shops, showrooms etc., and other saleable and constructed areas and rights at the said Premises and/or to enter into any package deal or arrangement for allotment of building/buildings and structures to be constructed on the said Premises at such price and on such terms and conditions and provisions as the Developer may in consultation with the owners decide. All such allotments shall, however, be made by the Developer at its risk, the intention being that the Developer shall alone be liable and responsible to such party or parties in connection with all dealings between the Developer and such party or parties.
- (c) The Developer shall with effect from the date hereof be entitled to prepare and get the necessary plan or plans for construction of building/s and drainage lay out plan drawings etc., sanctioned by the appropriate authorities and pay fees, charges and expenses and other charges connected therewith.
- (d) The Developer shall be entitled to enter into separate contracts in its own name with building/buildings contractor,



1-08

architects and others for carrying out the said development at its risk and costs.

- (e) It is agreed that for convenience, administrative or otherwise, the Developer shall be at liberty at its sole discretion to:-
  - Form Association / Corporate Body/Bodies for the management, maintenance and otherwise control and regulation of the affairs of each or one or more building/buildings constructed on the said Premises as may be permissible and conveniently possible, or
  - ii) Form a separate ultimate body being either a Limited Liability Company a limited company or an association of apartment holders in respect of the building/s constructed on the said Premises or to form such ultimate body for two or more of the buildings constructed on the said Premises as the Developer may in its absolute discretion deem fit.
  - iii) To do all other acts, deeds, matters and things for the purpose of developing the said Premises and constructing building/buildings according to the intentions stated in this Development Agreement.
- 10.1 The Developer shall remain responsible for compliance of the following during the course of development of the said Premises.
  - a) due compliance of all statutory requirements, whether local or central, and shall also remain responsible for any



deviation in construction which may not be in accordance with the Plan and shall keep the Owner saved and harmless and fully indemnified from and against all costs charges actions suits and proceedings and all consequences thereof.

- b) for any accident and/or mishap taking place while undertaking construction and completion of the New Building/s at the said Premises and to keep the Owner saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings and all consequences thereof.
- c) compliance of any enforceable codes of practice of the Municipal Corporation or other authorities affecting the premises for the development and/or sanction of building plan/s.
- make proper provision for security of the said Premises during the course of development.
- e) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Premises or any part or portion thereof.
- f) not to do or commit any act which may impose or confer upon the Owner any financial liability or obligation in respect of wrong done by the Developers at the said Premises.
- g) The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any port of act of officer of the Developer in or





relating to the construction of the New Building/s of the said Premises.

- h) If any accident or mishap takes place during construction until completion of the New Building/s due to negligence of the Developer or the Architect or their labourers or contractors, if any claim is made the same, shall be on account of the Developers and Owner shall not be responsible nor shall be liable to pay such claim.
- 10.2 MODIFICATIONS AND ALTERATIONS: The Developers shall also be entitled from time to time to cause modifications and alterations to the sanctioned or revised building plans in such manner and to such extent as the Developers may deem fit and proper Provided That in case due to any such modification or alteration the total constructible area gets reduced, the Developers shall obtain the prior express consent of the Owners in respect thereof.
- 10.3 GREEN BUILDING FAR: The Developer shall be at liberty (and not obliged) to apply: for additional FAR on account of Green Building/Metro Corridor and include the same in the planning and preparation of Building Plans or in any modifications or alterations thereof. Any such inclusion shall be subject to sanction by the Appropriate Authorities. The additional fees and charges payable appropriate authority to sanction extra FAR on account of Green Building (sanction fee) shall be borne and paid by the Developer. The construction cost for extra FAR shall be borne and paid by the Developer.
- 10.4 It is agreed by and between the parties that at the time of construction of the project till the time of completion and further till all the flats are completely sold, any disputes arising with the Suppliers, labourers including local impediments arising out

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1-93

howsoever and whatsoever manner (including the disputes arisinginvolving Corporation Personnel, local authorities, police personnel
and disputes arising out of complaints made to police authorities,
local authorities, Corporation authorities in any manner whatsoever)
shall be resolved exclusively by the Developer and delay, if any,
arising out of such a situation will be entirely attributable to the
Developer. Such delay, if any, by itself shall not extend the deadlines
as contemplated hereinabove. During the process of dispute
resolution, the Owners will extend all cooperation, in accordance
with law, as is available but such cooperation cannot be equated
with the Owners' right to take remedial steps as stated, interalia, as
mentioned hereinabove.

10.5 MANAGEMENT, CONTROL & AUTHORITY: With effect from the date of handing over permissive possession by the Owners, for the purpose and intent as agreed herein, the Developer shall have exclusive and unobstructed right to administer the Subject Property. The Owners hereby agree and confirm that the Developer shall have all the authority to carry out the planning and development on and of the Subject Property.

#### 11 TRANSFER AND MANNER:

### 11.1 TRANSFER:

11.1.1 Transferable Areas: The Owners and Developer decided to sale the entire Project jointly. The Transfer of the Building Complex and all Transferable Areas therein both owners and Developer's allocation shall be under the control and management of the Developer. The parties shall Transfer the Transferable Areas to the Transferees selected by the Developer or otherwise (owners), wherein the proportionate shares in the land attributable to the concerned Transferable Areas shall be Transferred or agreed to be Transferred by the Owners in the manner hereinafter provided and the constructed areas and all other rights, title or interest shall be



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Transferred or agreed to be so done by the Developer and the Owners collectively (jointly) in the manner hereinafter provided. The net sale proceeds (after deducting the expases for brokarage and advertisement) for the constructed area and proportionate shares in the land attributable to the concerned Transferable Areas allotted to the owners as per Second Schedule and any other right, title or interest thereunder received from the intending purchaser shall by Transferred to the owners as and when sale proceeds in installment received

- 11.2 MANNER OF TRANSFER: The parties agree to the following terms and conditions in respect of the Transfer:-
- 11.2.1 Authority of Developer: As stated herein, the Developer shall have the sole and exclusive rights to conduct the day to day Transfer in respect of the Building Complex and all Transferable Areas therein at the rates and subject to the conditions hereinafter contained. However the Developer will have to prepare the Agreement for Sale and other documents to be entered into with the intending Purchasers with approval of the owners.
- 11.2.2 Rate and Price for Transfer: The Developer in consultation with the owners shall have exclusive right from time to time decide the rate and/or price for Transfer of the Transferable Areas.
- 11.2.3 Publicity and Branding: The Developer shall be entitled to advertise for Transfer of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex in all media. The branding in respect of the Complex shall be done by the Developer using its/group own name and brand and those of the marketing agents and other connected persons if and as the Developer may decide.
- 11.2.4 Marketing Agents: The Developer may select, appoint or discontinue the Marketing Agents, brokers, sub-brokers and



other agents for Transfer of the Transferable Areas at such charges and terms and conditions as they may deem fit and proper the cost and charges whereof be shared between the parties in accordance with their shares.

- 11.2.5 Signature to Deeds of Conveyance: The final Transfer deeds or conveyances relating to Transfer of the Units, Parking Spaces and other Transferable Areas shall be executed by the Developer upon receipt of full payment and as Constituted Authority of the Owners.
- 11.2.6 The Developer shall deliver possession of the Transferable Areas directly to the Transferees thereof.
- 11.3 ADVOCATES: All documents of transfer or otherwise shall be such as be drafted by Awani Kumar Roy of 10, Kiran Shankar Roy Road, Kolkata-700001 and any other Adovcate appointed by the Developer and owners jointly.
- 11.4 MARKETING AND ADVERTISEMENT: The Developer will solely be responsible in the strategic planning and marketing and advertising throughout the continuation of the project till last unit/flat is constructed and sold.
- 11.5 INTEREST ETC., TO TRANSFEREES ETC.: Any liability arising out of the delay in completion of the project including liability towards third parties which include Purchaser, perspective Purchasers shall be borne exclusively by the Developer subject to force majeure clause. The delay mentioned in the foregoing clause will be subject to the force majeure clause as above.
- 11.6 LOANS BY TRANSFEREES: The Transferees shall be entitled to take housing loans for the purpose of acquiring specific Units and Transferable Areas launched from banks, institutions and entities granting such loans. The Owners and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents etc. as be required in this regard by such banks, institutions and entities Provided That there is no monetary liability for repayment of such loans or interest



upon them or any of them nor any charge or lien on the Project/Subject Property except the Unit and appurtenances under Transfer and save those occasioned due to cancellation of the agreement with the Transferce.

- The Owners hereby agree and permits the Developer to obtain 11.7 loans and finance for development of the subject property from any Banks and/or the Financial Institutions and/or Non-Banking Financial Companies and/or Recognized Foreign Direct Investors charging the Developer's Allocation share of realizable amount from the intending purchaser after the Sanction Plan and without creating any financial obligation upon the owners. The entire repayment obligation along with the obligation to pay interest in respect of the same shall be that of the Developer only and the Owners shall be kept fully indemnified by the Developer. The Owners agree from time to time to provide consents, confirmation and no objections or other documents as may be required for such charge to be created by the Developer and also agree to sign necessary documents and other agreements with the bankers or financers in connection with the above. Since owners are not liable to pay or effected by such loan obtain by Developer from Bank and owners can only grant NOC and other supporting document for mortgage or charge the amount payable to the Developer in terms of this Agreement out of sale proceeds.
- 11.8 **DEFAULTS OF OWNERS:** In case the Owners fail and/or neglect to make out a marketable title to the Subject Property or any part thereof or in case the Owners fail to comply with any of their obligations mentioned in this Agreement in the manner or within the period stipulated therefor, the Developer shall give a notice, in writing, to the Owners giving time of **60 days** to remedy the default or breach and in case the Owners remedy the same within such **60 days**, the Developer will settle the same on account of the owenrs.



## 11.9 MODUS OF DISTRIBUTION:

- 11.9.1 The Developer will open a separate Bank Account for this Project and all the amounts to received from the intending Purchaser will be deposited in the said account.
- 11.9.2 From the said account the Developer shall be entitled to receive the Realizations (including booking amounts, earnest money, part payments, consideration), Extras, Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Building Complex.
- 11.9.3 The entire Goods and Service Tax shall be transferred to a bank account of the Developer for the Developer to comply out the formalities. In case the Goods and Service Tax is superseded or replaced by any other tax or any additional taxes are imposed, then the same shall also be transferred to the specified bank account of the Developer and the Owners will not be responsible in any manner to this regard before any authorities.
- 11.9.4 EXTRAS AND DEPOSITS: All Extras and Deposits that may be agreed to be charged by the Developer directly from any Transferee shall be taken and deposited by the Developer in the Bank account. The Developer shall be free to add or alter the particulars of Extras and Deposits as mentioned in the SCHEDULE hereunder written and owners have no claim over the same.
- 11.10 ACKNOWLEDGMENTS: The Developer shall be and is hereby authorized to issue receipts on behalf of itself and the Owners for the amounts so received which shall fully bind both the Owners and the Developer.
- 11.11 MONTHLY REPORTS: The Developer shall prepare and maintenance monthly account statements in respect of debits and credits pertaining to Transfer of Transferable Areas relating to the accounts maintained by the Developer and the Special Account as contemplated above.



- 11.12 ERRORS AND OMMISSIONS: All payments made by the parties to each other shall be subject to any errors or omissions and the consequent accounting and settlement when detected.
- 11.13 ACCOUNTS: The Developer shall maintain proper separate accounts pertaining to all the transactions relating to Transfer of the Building Complex and the Extras, Deposits and other amounts received by the Developer in connection therewith.
- 11.14 RECORDS AND INSPECTION: The records of Transfer (including Marketing Costs) of the Complex shall be kept at the place of business of the Developer at its office at 9A, Lord Sinha Road. The Owners shall have at all times full and free access and liberty to inspect such separate Books of Accounts of the Developer relating to transactions for Transfer of the Complex.
- 11.15 FINAL ACCOUNTS: After fulfillment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the parties.
- 11.16 ACCEPTANCE OF ACCOUNTS: The accounts as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within 60 days of such given date.
- 11.17 ADDITIONAL BANK ACCOUNTS: In case the Developer so requires, one or more additional bank accounts may be opened in the same or any other bank.
- 11.18 OWNERS' LIABILITIES TOWARDS EXTRAS AND DEPOSITS: The Owners shall not be liable to make any contribution on account of Extras and Deposits in respect of the Transferable Areas that are agreed to be sold/transferred in as much as the same would be collected from the Transferees thereof.
- 12. DEVELOPMENT OF THE SAID PREMISES IN ACCORDANCE
  WITH LAW:



12.1 The Developer shall, at its own costs and expenses, develop the said Premises in conformity with the sanctioned plans, with all modifications and/or additions and/or alterations thereto made in terms hereof as also all extentions and/or renewals thereof, and in conformity with the terms and conditions as may be imposed by any governmental authority or any other statutory authority relating to the said Premises.

12.2 The Developer will only be solely responsible for the Compliance of the provisions of Real Estate (Regulation and Development) Act, 2016 and West Bengal Real Estate (Regulation and Development) Rules, 2021.

# 13. MISCELLANEOUS

- 13.1 This Development Agreement shall not be construed as a partnership and this agreement shall be construed as an agreement between two principals i.e. between the Owners on the one hand and the Developer on the other hand presently for the development of the said Premises and construction and transfer of building/buildings on the terms conditions and consideration herein stated.
- Each party shall pay and discharge their respective liabilities and obligations including the capital gains tax / income tax liabilities that may arise or be derived, or received by them. The Owners and the Developer will indemnify and keep indemnified the other from and against any such liability on account of income tax and other liabilities for direct and/or indirect taxes.
- 13.3 It is further expressly clarified that notwithstanding any thing contrary, this agreement as well as the Power's of Attorney to be executed by the Owners in pursuance hereof shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives, members and successors of the Owners as if they were parties hereto and to the said Power's of Attorney.



- 13.4 It is expressly agreed that the Certificate of the Architects as regards the areas of the flat/units, the common areas and installations,etc shall be final conclusive and binding upon the parties hereto.
- 13.5 The Developer shall have lien on the undivided share in the Premises and also on the constructed areas in the building for all money paid brought incurred invested and/or introduced by the Developer in relation to this agreement and/or the development of the said Property and constructions of buildings and all connected purposes including obtaining sanction of the building plans and electricity connection and water connection supply till all the units jointly sold by the parties and/or balance comprised in the Owner's Allocation is delivered to owners and the Developer's Allocation are fully transferred by the Developer and the Owners have executed the conveyances transferring the undivided share in Developer's share in the land in favour of the Developer or the persons appointed or nominated by the Developer.
- 13.6 The Owners shall not be liable or called upon to pay or contribute either in the development of the Said Premises or towards the stamp duty and registration charges in respect of these presents or the conveyance(s) or lease(s) or transfer(s) to be made either in favour of the Developer and/or its nominee or nominees including the society or condominium or any other body or association/s which might be formed by intending purchasers of units, flats, shops, showrooms and other saleable and constructed areas and rights at the Premises.
- 13.7 The Developer shall have the liberty to advertise and invite buyers, negotiate with the prospective buyers/purchasers and take booking of any constructions, units, flats, shops, showrooms and other saleable and constructed areas and rights with or without parking space and other areas and enter into all agreement and other documents for sale and disposal as may be mutually agreed by the



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Developer with the prospective buyers/purchasers and to receive earnest money or other sums from time to time and/or consideration money and other amounts against such sale and/or disposal and appropriate the same.

- 13.8 There is neither now nor hereafter shall be any privity of contract between the Owners on the one hand and the prospective buyers/acquirers of construction, units, flats, shops, showrooms and other saleable and constructed areas and rights on the other hand the Owners shall not be responsible in any way whatsoever to such prospective purchasers either in respect of any agreement which may be entered into by the Developer with any prospective purchasers or parties or for any payment which the Developer may receive from such nomince or assignee and/or prospective purchaser or party under any agreement or otherwise which may be entered into between the Developer and such purchaser.
- 13.9 It is expressly agreed that in case any of the purchaser of units, flats, shops, showrooms and other saleable and constructed areas and rights in and upon the said Premises or any part thereof commits any default or breach of their respective agreement then in such event the Developer shall be at liberty to deal with the said situation and shall be entitled to terminate such agreement and to deal with such units, flats, shops, showrooms and other saleable and constructed areas and rights of such defaulting purchaser or party in such manner as the Developer may deem fit and proper.
- 13.10 The Owners shall not create any encumbrance or charge or third party right / interest or impediment of any nature whatsoever or enter into any agreement which shall have the effect of causing impediment for the development of the Said Premises. The Owners shall not enter into any agreement or contract for sale, lease, mortgage, charge or otherwise in respect of the Said Premises at any



1-2

time during the continuation of this Development Agreement, unless so required by the Developer for its own benefit.

- 14. Each of the parties hereto shall do and execute all further acts, deeds, writings, matters and things as may be reasonably required to carry out and implement the terms and provisions of this Development Agreement.
- 15. The incidence of Goods and Service Tax(GST) or other levy or tax, if and as applicable, will be the obligation of the Purchaser/Lessees/ Transferees of units, flats, shops, showrooms and other saleable and constructed areas and rights at the said Premises. In any event the Owners shall not have any responsibility for the same save for the Owners Allocation, if applicable.
- It is expressly agreed between the parties hereto that
  - (a) All matters relating to the selection, appointment dismissals of contractors labourers engineers architectures and procurements of building materials shall be handled only by the Developer alone. The Owners shall not have any responsibility in that behalf to the contractors labourers and other persons employed by the Developer and the suppliers of building materials as aforesaid, and the privity shall remains confined only between the said persons employed and the Developer only. The Developer shall be solely responsible for salaries pension remuneration and other amounts to be paid to them and for observance and compliance of all applicable provisions of law in connection with the employment of the said labourers and contractors and others.





- (b) The day to day operation and management of the development and construction of work shall be under the control of the Developer without any interference of the Owners. However the owners are entitled to inspect the said constructions work and give suggestion if any to the Developer.
- 17. The Owners do and each of them doth hereby also empower and authorize the Developer to do all other acts deeds and things that shall be required to be done for the purpose of smooth and hassle-free development of the said Premises and construction of building/buildings, even though such acts deeds or things may not have been expressly hereby granted, and the said authority of the Developer shall extend to all such matters it being expressly understood that the acts of the Developer shall not cause any monetary obligation upon the Owners.

#### 18. ARBITRATION

- 18.1 All disputes and differences between the parties hereto regarding the constructions or interpretation of any of the terms and conditions herein contained or touching these presents and/ or the said Property or determination of any liability shall be referred to the arbitration of an arbitral tribunal (the "Tribunal"), consisting of three arbitrators one to be nominated by Owner, one by the Developer and the third one by the first two arbitrators. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force and the award of the Tribunal shall be final and binding on the parties hereto. In connection with the said arbitration, the parties have agreed and declared as follows:-
  - 18.1.1 The Tribunal shall have summary powers and will be entitled to lay down their own procedure.



- 18.1.2The Tribunal will be at liberty to give interim orders and/or directions.
- 18.1.3The Tribunal shall be entitled to rely on oral submissions made by the parties and to pass awards and/or directions based on such oral submissions.
- 18.1.4 The place of arbitration shall be at Kolkata and shall be conducted in English.

# 19. BINDING EFFECT

This Development Agreement and its provisions will be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, affiliates, heirs and personal representatives.

# ENTIRE AGREEMENT

This Development Agreement together with the schedules contains the entire agreement of the parties hereto with respect to the subject matter hereof. No other agreements or understandings shall survive on the execution and delivery of this Development Agreement by the parties. This Development Agreement shall not be amended, modified and supplemented except in writing signed by the parties hereto.

# 21. FURTHER ASSURANCES

Each of the parties will take such action and co-operate with each other in executing and delivering any document or instrument reasonably necessary or convenient from time to time to give effect to the provisions of this Development Agreement, including, without limitation, any and all actions necessary or appropriate to effectuate the transfer of the said Premises and constructions to be made thereon.

#### 22. JURISDICTION





necessary or appropriate to effectuate the transfer of the said Premises and constructions to be made thereon.

# 22. JURISDICTION

The Courts having territorial jurisdiction over the said Premises and/or the Hon'ble High Court at Calcutta alone shall have the jurisdiction to entertain, try and determine all actions and suits (including the arbitration proceedings) arising out of this Development Agreement.

# THE FIRST SCHEDULE ABOVE REFERRED TO: (said Premises)

ALL THAT the amalgamated piece and parcel of land measuring 1

Acre 29 Decimals equivalent to 5220.40 Sq.Mtrs., be the same a little more
or less at Mouza-Kochpukur, J.L. No. 2, Touzi No. 173. P.S. Bhangore
within the local limits of Bamanghata Gram Panchayat, District - South 24

Paraganas in Dag No. 251 & 252, L.R. Khatian No. 1119, 1120, 1122,
1123, 1124, 1125 (previously R.S. Khatian No. 154, 136 and 27.

# THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the total an aggregate 20150 Sq.ft. Super built up the constructed area together common area and facilities together with proportionate share the land morefully described in the First Schedule hereinabove written in the six owners companies as follows:

Sl. Nos.		Constructed area allotted in Sq.ft. Super Built up.
1.	HAPPY HOME HIGH RISE PRIVATE LIMITED	5566
2.	B.C.N. PROMOTERS & DEVELOPERS PRIVATE LIMITED	3930
3.	DREAMLAND HIGHRISE PRIVATE LIMITED	4756
4.	RED ROSE HIGHRISE PRIVATE LIMITED	4756
	10.Te	





ANUPAMA PROMOTERS PRIVATE LIMITED
 B.C.N. BUILDERS & PROMOTERS PRIVATE
 571

TOTAL AREA

20150 Sq.ft. V Super Built up

The Developer after sale the same jointly with Owner's and Developer's Allocation will pay the sale proceeds to the Owners in respect of Owners's Allocation. In case of unsold area then either the Developer will allot the demarcated area and/or the Owners must execute and Registered partition Deed amongst themselves after receiving the Owner's Allocation.

# THE THIRD SCHEDULE ABOVE REFERRED TO:

All that the balance remaining constructed area together with balance of all Open Space and Common area and facilities Car Parking Space and roof with right to further construction in the proposed building together with balance share in the land morefully described in the First Schedule hereinabove written.

# THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Specifications of Construction)
(Fittings and fixtures to be provided in the Unit)

- (I) FOUNDATION & STRUCTURE: The building is designed and will be built on R.C.C. foundation resting on bored piles and R.C.C. frame structure with necessary brick work and wood work as per the drawings and specification provided by the Architecture.
- (II) DOORS: Salwood door frame with 35mm thick flush shutters having spirit polish teak veneer finished on one side of the door except for Kitchen, Bedrooms, and toilet doors which will have commercial faced, inner sides painted with matching enamel paint. Entrance door shall have night latch, and a magic eye.





Bedroom and kitchen doors shall have mortice lock and doorstopper and the toilet doors will have bathroom latch.

- (III) WINDOWS: All windows will be standard section Aluminum / UPVC window with glass insert in each shutter fitted with matching fittings.
- (IV) FLOORING: The flooring of the entire flats will be finished in vitrified tiles of approved make.

## (V) TOILETS:

- (a) Designer ceramic tiles on the walls upto door height.
- (b) Water closets European type commode with low level cistern.
- (c) Standard hand basin.
- (d) Sunk bathing tray.
- (e) All the piping shall be in the concealed system.
- (f) Hot and cold water line with provision for installation of geysers.
- (g) Sleek C.P. fittings.
- (h) Glass mirror and Shelf, nickled soap tray and towel rail.

#### (VI) KITCHEN:

- (a) Granite top cooking platform with one stainless steel sink.
- (b) Wall of Kitchen will be covered with ceramic tiles upto a height of two feet above the counter.
- (VII) DECORATION WORK: Inside wall will be finished with plaster of paris punning and exterior surface of wall will be finished with combination of texturous paint / glazing as per architectural drawings.

B



# (VIII) ELECTRICAL WIRING & FITTINGS AND GENERATOR POWER:

- (a) Total concealed wiring for all the rooms provided with electrolytic copper conductors.
- (b) Air-conditioning plug point in all bedrooms.
- (c) Geyser point in all toilets.
- (d) Light and plug point in dining/drawing and bedrooms as per architectural drawings.
- (e) Electric call bell at main entrance door.
- (f) Telephone point in living room and all bedrooms.
- (g) Compatible wiring which can be hooked up to a cable television network with connection thereof in living room and all bedrooms.
- (h) Connection of Intercom/EPAX in the building to each individual flat.
- (j) Through Generator power will be provided in the said Unit during power failure for lighting and other domestic purposes to the extent of 1(one) watt per Square foot of the built-up area of the said Unit controlled by electric circuit breaker.

# FIFTH SCHEDULE ABOVE REFERRED TO:

- A. One Moharjan Bibi, wife of Bhinu Gaji and her only daughter Aoraji Bibi alias Saoraji Bibi, wife of Fajer Ali Mollah were the recorded owner of the land comprising in Dag No. 124, 120, 251, 252 and 191 in R.S. Khatian No. 154, 136 and 27 within Mouza – Kochpukur, J.L. No. 2, as their respective 8 (Eight) and share by way of Corfa and Rayati.
- B. During peaceful possession of the respective land aforesaid Moharjan Bibi died intestate leaving behind her only daughter Aoraji Bibi alias Saoraji Bibi as her only legal heirs, successors and representatives



~ 28°

who also during her possession of the property in R.S. Khatian No. 154, 136 and 27 at Mouza – Kochpukur, comprising in Dag No. 124, 120, 251, 252 and 191 died intestate leaving her three sons namely Sukur Ali Mollah, Saheb Ali Mollah, Kasem Ali Mollah and six (6) daughters namely Sukarjan Bibi, Suklal Bibi, Sairan Bibi, Chapiran Bibi, Tachiran Bibi and Akliman Bibi as her only legal heirs successors and representatives who are being the absolute owner of the property in the above mentioned Khatian and Dags by way of inheritance is/are seized, possessed and acquired without interruption.

- C. In the L. R. of operation said legal heirs of Aoraji Bibi alias Saoraji Bibi respectively recorded their names as per their Mohammedan Faraji share of land in the personal L.R. Khatian being No. 895, 896, 897, 898, 899, 900, 901, 902 and 903 and paying rents and taxes upto-date before the authority of Government.
- D. During the ejmal possession of the aforesaid legal heirs of deceased Aoraji Bibi alias Saoraji Bibi a portion of land about 34 Decimal in Dag No. 251 and land 86 Decimal in Dag No. 252 was acquired by the West Bengal Government in connection with L.A. Case No. 4/36/2004-2005 for New Town Project, Rajarhat.
- E. Thus the said Sukur Ali Mollah, Saheb Ali Mollah, Kasem Ali Mollah, Sukarjan Bibi, Suklal Bibi, Chhayran Bibi, Chhafiran Bibi, Tachhiran Bibi and Akliman Bibi have jointly become the absolute owners of land about 97 Decimal in Dag No. 124, land about 93 Decimal in Dag No. 120 land about 94 Decimal out of 128 Decimal in Dag No. 251 land about 107 Decimal out of 193 Decimal in Dag No. 252 in total 391 Decimal out of 511 Decimal and 45 Decimal in Dag No. 191 (hereinafter referred to as the said lands) by way of inheritance is/are scized, possessed and acquired, paying rents and taxes up-to-date





before the proper authority of Government free from all encumbrances, charges, lien etc..

- F. As per the Muslim Law of inheritance, the said Sukur Ali Mollah, Saheb Ali Mollah, Kasem Ali Mollah all three being the sons of Late Aoraji Bibi alias Saoraji Bibi became entitled to their respective 1/6th share in the said lands, while the six daughters namely Sukarjan Bibi, Suklal Bibi, Chhayran Bibi, Chhafiran Bibi, Tachchiran Bibi and Akliman Bibi being the daughters became entitled to their respective 1/12th share in the said lands.
- G. By a registered Deed of Sale being No. 18336 dated 08.05.1998 said CHHAFIRAN BIBI, TACHHIRAN BIBI, SHUKLAL BIBI, CHHAYARAN BIBI, SOKARJAN BIBI AND AKLIMA BIBI conjointly transferred and delivered the possession of portion of their inherited land about 43 Decimal in Dag No. 252 and about 22.1/2 Decimal in Dag No. 191 under R.S. Khatian No. 154 & 27 corresponding to L.R. Khatian No. 903, 898, 902, 900, 899 and 901 at Mouza Kochpukur, J. L. No. 2, unto and in favour of their full blooded brothers namely Sukurali Molla, Saheb Ali Molla, Kasem Ali Molla and the said Deed of Sale was registered at the office of D.R. Alipore, recorded in Book No. 1, Volume No. 16, Pages from 104 to 106, being No. 18336 for the year 1998.
- H. On execution of separate Sale Agreement executed by the said Sukur Ali Molla, Saheb Ali Molla and Kasem Ali Molla and Chhafiran Bibi, Tachhiran Bibi, Shuklal Bibi, Chhayaran Bibi, Sokarjan Bibi and Aklima Bibi in favour of one Mr. Bablu Naskar who represented the purchaser company therein, accordingly there after by separate Registered Deed of Sale said Chhapiran Bibi and other 5 have transferred their 1/12 undivided share of each in respect of land about 6 Bighas in Dag No. 120, 124, 251 & 252 at Mouza Kochpukur, unto and in favour of several companies as follows:-





- a) Sokarjan Bibi alias Sakahrjan sold and transferred 32.7 Decimal of land unto and in favour of the Purchaser "RED ROSE HIGH RISE PVT. LTD. Book No. I, being Deed No. 4448, CD Volume No. 11, Pages from 609 to 620 registered at A.D.S.R.O. Bhangar South 24 Parganas on 21-08-2008/26-08-2008.
- b) Akhlima Bibi alias Aklima Bibi alias Aklima Molla sold and transferred 32.7 Decimal of land unto and in favour of the Purchaser "Happy Home High Rise Pvt. Ltd. being Deed No. 4508, CD Volume No. II, Book No. I, Pages from 1651 to 1661 registered at A.D.S.R.O. Bhangar South 24 Parganas on 26-08-2008/27-08-2008.
- c) Chhafiran Bibi alias Chapiran Bibi sold and transferred 32.7 Decimal of land unto and in favour of the Purchaser "(1) Dream Land High Rise Pvt. Ltd., (2) Happy Home High Rise Pvt. Ltd. being Deed No. 4692, CD Volume No. 12, Book No. I, Pages from 425 to 437 registered at A.D.S.R.O. Bhangar South 24 Parganas on 05-09-2008/08-09-2008.
- d) Chhayran Bibi alias Chhaira Bibi sold and transferred 32.7 Decimal of land unto and in favour of the Purchaser "(1) Anupama Promoters Pvt. Ltd. (2) Happy Home High Rise Pvt. Ltd. (3) Red Rose High Rise Pvt. Ltd. (4) BCN Builders & Developer Pvt. Ltd. (5) BCN Promoters & Developer Pvt. Ltd. being Deed No. 4744, CD Volume No. 12, Book No. I, Pages from 184 to 197 registered at A.D.S.R.O. Bhangar South 24 Parganas on 09-09-2008/11-09-2008.
- e) Tachhiran Bibi sold and transferred 32.7 Decimal of land unto and in favour of the Purchaser "(1) Happy Home High Rise Pvt. Ltd. (2) Dream Land High Rise Pvt. Ltd. (3) Red Rose High Rise Pvt. Ltd. (4) BCN Builders & Developer Pvt. Ltd. (5) BCN Promotors & Developer



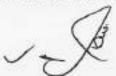
Pvt. Ltd. being Deed No. 5745, CD Volume No. 12, Book No. I, Pages from 48 to 56 registered at A.D.S.R.O. Bhangar South 24 Parganas on 26-08-2008/27-08-2008.

- f) Shuklal Bibi sold and transferred 32.7 Decimal of land unto and in favour of the Purchaser "(1) BCN Promoters & Developer Pvt. Ltd. (2) Dream Land High Rise Pvt. Ltd. being Deed No. 03773, CD Volume No. 11, Book No. I, Pages from 5497 to 5511 registered at A.D.S.R.O. Bhangar South 24 Parganas on 03-08-2009/04-08-2009.
- I. The said Sukur Ali Molla, Saheb Ali Molla and Kasem Ali Molla were jointly entitled to the undivided eight anna share in the said lands measuring about 197.25 Decimals equivalent to 6 Bighas by way of inheritance out of total lands measuring 391 Decimals and by purchase about 43 Decimals in Dag No. 124, 120, 251 and 252 and lands measuring about 45 Decimals in Dag No. 191 (got partially by way of inheritance and partly by purchase), and their names in respect to the said undivided 285 Decimals of lands equivalent to 8 Bighas 12 Cottahs 11 Chittacks 12 Sq.ft. comprising in Dag No. 124, 120, 251, 252 and 191 is recorded in the L.R. record of rights in the following manner: -

R.S. Khatian No. 154, 136 and 27 corresponding to L.R. Khatian No. 895 (Sokar Ali Mollah), 897 (Kasem Ali Mollah) and 896 (Saheb Ali Mollah).

J. By an Indenture of Sale dated 8th June, 2010 and registered with the Office of the Additional District, Sub-Registrar at Bhangar in Book No.I, CD Volume No. 8, Pages No. 196 to 214 being Deed No. 02681 for the year 2010 made by and BETWEEN Shukur Ali Molla, Kashem Ali Molla and Saheb Ali Molla therein collectively referred to as the Owners/Vendors of the One Part and \*(1) BCN Promotors & Developer





Pvt. Ltd. (2) Dream Land High Rise Pvt. Ltd. (3) Happy Home High Rise Pvt. Ltd. (4) Red Rose High Rise Pvt. Ltd. therein collectively referred to as the Vendec/Purchasers of the Other Part the Vendors therein for the consideration and on the terms and conditions as mentioned therein duly transferred, sold and conveyed unto the Purchasers ALL THAT the piece and parcel of undivided land measuring 285 Decimals equivalent to 8 Bighas 12 Cottahs 11 Chittacks 12 Sq.ft. more or less all situated at R.S. Dag No. 120, 124, 251 and 252 Dag No. 191, R.S. Khatian No. 154, 136 and 27, corresponding to L.R. Khatian No. 895, 896, 897, Mouza – Kochpukur, P.S. – Bhangore, A.D.S.R.O. – Bhangore, being J. L. No. 2, Touzi No. 173 District – South 24 Parganas, within the local limits of Bamanghata Gram Panchayat.

K. The short details of the respective Owners' mutation of the said property is as follows: -

L.R. Khatian	Name	L.R. Dag No. 251	L.R. Dag No. 252	
1119	Happy Home Pvt. Ltd.	0.24987	0.28997	
1120	BCN Promotors & Developers Pvt. Ltd.	0.179998	0.219918	
1122	Dreamland Highrise Pvt. Ltd.	0.229987	0.27006	
1123	Red Rose Highrise Pvt. Ltd.	0.229987	0.239918	
1124	Anupama Promoters Pvt. Ltd.	0.019991	0.029962	
1125	BCN Builders & Developers Pvt. Ltd.	0.029998	0.019975	
	Total	0.939831	1.069803	
		Total 2.009634 Acres i.e., 201 Decimal		

The conversion of the said land was also made.



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

SIGNED, SEALED AND DELIVERED by the OWNERS at Kolkata in the presence of

For Happy Home High Rise Pvt. Ltd. BCN PROMOTERS & DEVELOPERS PVT. LTD. or Dream Land High Rise Pvt. Ltd. For Red Rose High Rise Pvt. Ltg.

for Anapains Promoters Pyr Legs #39 BCN Builders & Developers Pvr. Let.

1. Partha Nondry 10, K.s. Roy Road relkater 700001

2. Manor Ray Chowd nery 10 Kg Roy Roud 101Kata-700061

Ballu Honkan.

Director

SIGNED, SEALED AND DELIVERED by the **DEVELOPER** at Kolkata in the presence of :

Partia Mandy

FOR RABINDRA NATH DEVELOPERS LLP

2. Hanor loy (now Inly

Drafted by me

Awam Kuwar Rog Advocate.

High Court

# SPECIMEN FORM FOR TEN FINGERPRINTS

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SITE PLAN FOR R.S. DAG NO. 251 (P) & 252 (P) OF MOUZA- KÖACHPUKUR, J.L. NO. 2, P.S. KOLKATA LATHER COMPLEX (BHANGAR), DIST. - SOUTH 24-PARGANAS, UNDER BAMANGHATA GRAM PANCHAYET, BHANGAR - 2 Total Ascen- 129 Dec. NEW TOWN Dag no.132 D24 49-220 Show has Deg = 2.247 Dag no.253(P) Dog no.252(P) 2504 Sqm(0.06Ac) 1755 Squa (0.42 Ar. Dagno 251(P) SIGNATURE OF OWNERS Geolech India SC BINDSADALSWEET ROUGHS - HOUSE

Balle North

L. St

# Major Information of the Deed

Deed No :	I-1904-06073/2022	Date of Registration	02/04/2022			
Query No / Year	1904-2000864601/2022	Office where deed is registered				
Query Date	16/03/2022 6:10:57 PM	A.R.A IV KOLKATA, District: Kolkata				
Applicant Name, Address & Other Details	PARTHA NANDY 10, K S ROY ROAD, Thans: Han 700001, Mobile No.: 700329846		ST BENGAL, PIN -			
Transaction		Additional Transaction				
[0110] Sale, Development A agreement	Agreement or Construction	[4308] Other than Immovable Property, Agreeme [No of Agreement : 2], [4310] Other than Immovable Property, Security Bond [Rs : 4,11,00,000/-], [4311] Other than Immovable Property, Receipt [Rs : 4,11,00,000/-]				
Set Forth value		Market Value				
		Rs. 7,77,01,932/-				
Stampduty Paid(SD)	(Pers) 10年(11年) 年 10日	Registration Fee Paid				
Rs. 75,171/- (Article:48(g))		Rs. 4,11,112/- (Article:E, E, E,)				
Remarks						

# Land Details:

District: South 24-Parganas, P.S:- Kolkata Leather Camp, Gram Panchayat: BAMANGHATA, Mouza: Kochpukur, Jl No 2, Pin Code: 700059

Sch	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	Market Value (In Rs.)	Other Details
L1	LR-251 (RS :-)	LR-1119	Bastu	Shali	16.25 Dec	1,05,09,159/-	Property is on Road ,Project : Not Specified
L2	LR-252 (RS :- )	LR-1119	Bastu	Shali	18.85 Dec	1,06,39,091/-	Property is on Road ,Project : Not Specified
L3	LR-251 (RS :- )	LR-1120	Bastu	Shali	11.7 Dec	75,66,595/-	Property is on Road ,Project : Not Specified
L4	LR-252 (RS :- )	LR-1120	Bastu	Shali	14.3 Dec	80,71,034/-	Property is on Road ,Project : Not Specified
L5	LR-251 (RS :- )	LR-1122	Bastu	Shali	14.95 Dec	96,68,427/-	Property is on Road ,Project : Not Specified
L6	LR-252 (RS :- )	LR-1122	Bastu	Shali	17.55 Dec	99,05,360/-	Property is on Road ,Project : Not Specified
L7	LR-251 (RS :- )	LR-1123	Bastu	Shali	13.3 Dec	86,01,343/-	Property is on Road ,Project : Not Specified
L8	LR-252 (RS :-)	LR-1123	Bastu	Shali	15.6 Dec	88,04,765/-	Property is on Road ,Project : Not Specified
L9	LR-251 (RS :-)	LR-1124	Bastu	Shali	1.3 Dec	8,40,733/-	Property is on Road ,Project : Not Specified

	LR-252 (RS )		Bastu	Shali	1.95 Dec		11,00,596/-	Property is on Road ,Project : Not Specified
	LR-251 (RS :- )		Bastu	Shali	1.95 Dec		12,61,099/-	Property is an Road ,Project : Not Specified
L12	LR-252 (RS :- )	LR-1125	Bastu	Shali	1.3 Dec		7,33,730/-	Property is on Road ,Project : Not Specified
		TOTAL :			129Dec	0 /-	777,01,932 /-	
	Grand	Total:			129Dec	0 /-	777,01,932 /-	

# Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature
1	HAPPY HOME HIGHRISE PRIVATE LIMITED  RFF2, RAGHUNATHPUR, SHYAM VIHAR, Block/Sector: 1, City:- Not Specified, P.O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059, PAN No.:: AAxxxxx1M,Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative, Executed by: Representative
2	BCN PROMOTERS AND DEVELOPERS PRIVATE LIMITED  RFF2, RAGHUNATHPUR, SHYAM VIHAR PHASE I. GROUND FLOOR, Block/Sector: 1, City:- Not Specified, P.O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059, PAN No.:: AAxxxxxx6N,Aadhaar No Not Provided by UIDAI, Status:-Organization, Executed by: Representative, Executed by: Representative
3	DREAM LAND HIGHRISE PRIVATE LIMITED  RFF2, RAGHUNATHPUR, SHYAM VIHAR PHASE I, GROUND FLOOR, Block/Sector: 1, City:- Not Specified, P.O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059, PAN No.: AAxxxxxx0E, Aadhaar No Not Provided by UIDAI, Status:-Organization, Executed by: Representative, Executed by: Representative
4	RED ROSE HIGHRISE PRIVATE LIMITED  RFF2, RAGHUNATHPUR, SHYAM VIHAR PHASE-I, GROUND FLOOR, Block/Sector: 1, City:- Not Specified, P.O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059, PAN No.:: AAxxxxxx2G, Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative, Executed by: Representative
	ANUPAMA PROMOTERS P LTD  RFF2, RAGHUNATHPUR, SHYAM VIHAR PHASE I, GROUND FLOOR, Block/Sector: 1, City:- Not Specified, P.O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059, PAN No.: AAxxxxxx1J,Aadhaar No Not Provided by UIDAI, Status::Organization, Executed by: Representative, Executed by: Representative
6	BCN BUILDERS AND DEVELOPERS PRIVATE LIMITED  RFF2, RAGHUNATHPUR, SHYAM VIHAR PHASE I, GROUND FLOOR, Block/Sector: 1, City:- Not Specified, P.O:- DESHBANDHU NAGAR, P.S:-Bagulati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059, PAN No.:: AAxxxxxx7P,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative, Executed by: Representative

#### Developer Details:

SI	Name, Address, Photo, Finger print and Signature
No	

RABINDRA NATH DEVELOPERS LLP

9A, LORD SINHA ROAD, City:- Kolkata, P.O:- MIDDLETON ROW, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071, PAN No.:: ABxxxxxx1K, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

# Representative Details:

1 🗐	Name	Photo	Finger Print	Signature
S N D 1: S: 0:	Ir BABLU NASKAR Ion of Late RABINDRA NATH IASKAR Iate of Execution - 5/02/2022, Admitted by: elf, Date of Admission: 2/04/2022, Place of dmission of Execution: Office			Ballu teorgeon
		Apr 2 2022 1:33PH	UTE 82/04/2022	02/04/2022

RFF2, RAGHUNATHPUR, SHYAM VIHAR PHASE I, GROUND FLOOR, Block/Sector: 1, City:- Not Specified, P.O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India PIN:- 700059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ABxxxxxx7M, Aadhaar No Not Provided by UIDAI Status: Representative, Representative of: HAPPY HOME HIGHRISE PRIVATE LIMITED (as DIRECTOR), BCN PROMOTERS AND DEVELOPERS PRIVATE LIMITED (as DIRECTOR), PRIVATE LIMITED (as DIRECTOR), RED ROSE HIGHRISE PRIVATE LIMITED (as DIRECTOR), ANUPAMA PROMOTERS P LTD (as DIRECTOR), BCN BUILDERS AND DEVELOPERS PRIVATE LIMITED (as DIRECTOR)

2 Name	Photo	Finger Print	Signature
Mr MANISH KUMAR SHARMA (Presentant) Son of Mr MAHESH KUMAR SHARMA Date of Execution - 15/02/2022, Admitted by: Self, Date of Admission: 02/04/2022, Place of Admission of Execution: Office			S Con
	Apr 2 2022 1:32PM	LTI 92/04/2022	02/04/3022

9A, LORD SINHA ROAD, City:- Kolkata, P.O:- MIDDLETON ROW, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ARxxxxxx6P, Aadhaar No: 80xxxxxxxx7979 Status: Representative, Representative of: RABINDRA NATH DEVELOPERS LLP (as PARTNER)

#### Identifier Details:

Name	Photo	Finger Print	Signature
Mr PARTHA NANDY Son of Late ARUN KUMAR NANDY 210, BAKSARA VILLAGE ROAD, City:- Howrah, P.O:- BAKSARA, P.S:- Santragachi, District:-Howrah, West Bengal, India, PIN:- 711110			Partter Nowby

	02/04/2022	02/04/2022	02/04/2022	
Identifier Of Mr BABLU NASKAR, M	MANISH KUMAI	R SHARMA		

Trans	fer of property for L1			
SI.No	From	To. with area (Name-Area)		
1	HAPPY HOME HIGHRISE PRIVATE LIMITED	RABINDRA NATH DEVELOPERS LLP-16.25 Dec		
Trans	fer of property for L10			
SI.No	From	To. with area (Name-Area)		
1	ANUPAMA PROMOTERS P LTD	RABINDRA NATH DEVELOPERS LLP-1.95 Dec		
Trans	fer of property for L11	Talled to the first care with the care of		
SI.No	From	To. with area (Name-Area)		
1	BCN BUILDERS AND DEVELOPERS PRIVATE LIMITED	RABINDRA NATH DEVELOPERS LLP-1.95 Dec		
Trans	fer of property for L12	MARKATAN LINES OF MERCANING CONTROL STATES		
SI.No	From	To. with area (Name-Area)		
1	BCN BUILDERS AND DEVELOPERS PRIVATE LIMITED	RABINDRA NATH DEVELOPERS LLP-1.3 Dec		
Trans	fer of property for L2	And the second of the second o		
SI.No	From	To. with area (Name-Area)		
1	HAPPY HOME HIGHRISE PRIVATE LIMITED	RABINDRA NATH DEVELOPERS LLP-18.85 Dec		
Trans	fer of property for L3			
SI.No	From	To. with area (Name-Area)		
1	BCN PROMOTERS AND DEVELOPERS PRIVATE LIMITED	RABINDRA NATH DEVELOPERS LLP-11.7 Dec		
Trans	fer of property for L4			
SI.No	From	To. with area (Name-Area)		
1	BCN PROMOTERS AND DEVELOPERS PRIVATE LIMITED	RABINDRA NATH DEVELOPERS LLP-14.3 Dec		
Trans	fer of property for L5			
SI.No	From	To. with area (Name-Area)		
1	DREAM LAND HIGHRISE PRIVATE LIMITED	RABINDRA NATH DEVELOPERS LLP-14.95 Dec		
Transf	er of property for L6	AND TO THE PERSON OF THE PERSO		
SI.No	From	To, with area (Name-Area)		
1.	DREAM LAND HIGHRISE PRIVATE LIMITED	RABINDRA NATH DEVELOPERS LLP-17.55 Dec		

Trans	fer of property for L7		
SI.No	From	To. with area (Name-Area)	
1	RED ROSE HIGHRISE PRIVATE LIMITED	RABINDRA NATH DEVELOPERS LLP-13.3 Dec	
Trans	fer of property for L8	TO A STATE OF THE PARTY OF THE	
SI.No	From	To. with area (Name-Area)	
1	RED ROSE HIGHRISE PRIVATE LIMITED	RABINDRA NATH DEVELOPERS LLP-15.6 Dec	
Trans	fer of property for L9		
SI.No	From	To. with area (Name-Area)	
1	ANUPAMA PROMOTERS P LTD	RABINDRA NATH DEVELOPERS LLP-1.3 Dec	

# Land Details as per Land Record

District: South 24-Parganas, P.S.- Kolkata Leather Camp, Gram Panchayat: BAMANGHATA, Mouza: Kochpukur, Jl No:

Sch	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 251, LR Khatian No:- 1119	Owner:হ্যাণি হোদ হাইরাইজ, Gurdian:গ্রা: লি: পাক্ষ,বাবলু নস্কর, Address:আর,এফ.এফ-2 রঘুলাখপুর,রাজারহাট , Classification:শানি, Area:0.25000000 Acre,	HAPPY HOME HIGHRISE PRIVATE
L2	LR Plot No:- 252, LR Khatian No:- 1119	Owner: জাপি হোম হাইরাইজ, Gurdian:প্রাঃ শিঃ পচ্ছে, বাবপু দক্ষর, Address:আর,এফ.এফ-2 রঘুনাখপুর,রাজারহাট , Classification:ভাসা, Area:0.29000000 Acre,	HAPPY HOME HIGHRISE PRIVATE LIMITED
L3	LR Plot No:- 251, LR Khatian No:- 1120	Owner:বি.সি.এল প্রমোটার্স এন্ড ডেভেলপার্স, Gurdian:প্রা: লিঃ পঞ্জে বাবলু লম্ভর, Address:নিজ Classification:শালি, Area:0.18000000 Acre,	BCN PROMOTERS AND DEVELOPERS PRIVATE LIMITED
L4	LR Plot No:- 252, LR Khatian No:- 1120	Owner:বি.সি.এন প্রমোটার্স এন্ড ডেভেলদার্স, Gurdian:গ্রা: বি: পক্ষে বাবপু লম্বর, Address:নিজ , Classification:ডাঙ্গা, Area:0.22000000 Acre,	BCN PROMOTERS AND DEVELOPERS PRIVATE LIMITED
L5	LR Plot No:- 251, LR Khatian No:- 1122	Owner:জীদ ল্যাও হাইরাইজ প্রা:গি:, Address:শ্যাদ বিহার, রঘুনাখপুর, কোল-59 , Classification:শালি, Area:0.23000000 Acre,	DREAM LAND HIGHRISE PRIVATE LIMITED

L6	LR Plot No:- 252, LR Khatian No:- 1122	Owner:ডীম লাও হাইরাইজ প্রা:লি:, Address:খাম বিহার, রঘুলাযপুর, কোল-59 , Classification:ডালা, Area:0.27000000 Acre,	DREAM LAND HIGHRISE PRIVATE
L7	LR Plot No:- 251, LR Khatian No:- 1123	Owner:রেড রোজ হাইরাইজ প্রা:লি:, Address:শাম বিহার, রঘূরাখদুর, কোল-59 , Classification:শানি, Area:0.23000000 Acre,	RED ROSE HIGHRISE PRIVATE LIMITED
L8	LR Plot No:- 252, LR Khatian No:- 1123	Owner:রেড রোজ হাইরাইজ প্রা:িন:, Address:শাম বিহার, রঘুনাখপুর, কোল-59 , Classification:ডাঙ্গা, Area:0.24000000 Acre,	RED ROSE HIGHRISE PRIVATE LIMITED
L9	LR Plot No:- 251, LR Khatian No:- 1124	Owner.অনুগমা গ্রোমোটর্স গ্রা:পি:, Address:শ্যাম বিহার, রযুনাখপুর, কোল-59 , Classification:শালি, Area:0.020000000 Acre,	ANUPAMA PROMOTERS P LTD
L10	LR Plot No:- 252, LR Khatian No:- 1124	Owner:অনুপমা গ্রোমোটর্স গ্রা:লি:, Address:শ্যাম বিহার, রঘুনাথপুর, কোল-59 , Classification:ভাগা, Area:0.03000000 Acre,	ANUPAMA PROMOTERS P LTD
L11	LR Plot No:- 251, LR Khatian No:- 1125	Owner:বি.সি.১ল.বিন্ডার্স এও ডেভলগার্স, Gurdian:প্রা:বি: , Address:শ্যাম বিহার, রঘুনাখপুর, কোল-59 , Classification:শালি, Area:0.03000000 Acre,	BCN BUILDERS AND DEVELOPERS PRIVATE LIMITED
L12	LR Plot No:- 252, LR Khatian No:- 1125	Owner:বি.সি.এন.বিন্ডার্স এও ডেভলগার্স, Gurdian:প্রা:নি: , Address:শ্যাম বিহার, রঘুনাখপুর, কোল-59 , Classification:ডাঙ্গা, Area:0.020000000 Acre,	BCN BUILDERS AND DEVELOPERS PRIVATE LIMITED

#### Endorsement For Deed Number: I - 190406073 / 2022

#### On 02-04-2022

#### Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:18 hrs on 02-04-2022, at the Office of the A.R.A. - IV KOLKATA by Mr MANISH KUMAR SHARMA...

# 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 7,77,01,932/-

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

Execution is admitted on 02-04-2022 by Mr BABLU NASKAR, DIRECTOR, HAPPY HOME HIGHRISE PRIVATE LIMITED (Private Limited Company), RFF2, RAGHUNATHPUR, SHYAM VIHAR, Block/Sector: 1, City:- Not Specified, P.O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059; DIRECTOR, BCN PROMOTERS AND DEVELOPERS PRIVATE LIMITED (Private Limited Company), RFF2. RAGHUNATHPUR, SHYAM VIHAR PHASE I, GROUND FLOOR, Block/Sector: 1, City:- Not Specified, P.O:-DESHBANDHU NAGAR, P.S.-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059; DIRECTOR, DREAM LAND HIGHRISE PRIVATE LIMITED (Private Limited Company), RFF2, RAGHUNATHPUR, SHYAM VIHAR PHASE I, GROUND FLOOR, Block/Sector: 1, City:- Not Specified, P.O:- DESHBANDHU NAGAR, P.S:-Bagulati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059; DIRECTOR, RED ROSE HIGHRISE PRIVATE LIMITED (Private Limited Company), RFF2, RAGHUNATHPUR, SHYAM VIHAR PHASE-I, GROUND FLOOR, Block/Sector: 1, City:- Not Specified, P.O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059; DIRECTOR, ANUPAMA PROMOTERS P LTD (Private Limited Company), RFF2, RAGHUNATHPUR, SHYAM VIHAR PHASE I, GROUND FLOOR, Block/Sector: 1, City:- Not Specified, P.O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059; DIRECTOR, BCN BUILDERS AND DEVELOPERS PRIVATE LIMITED (Private Limited Company), RFF2, RAGHUNATHPUR, SHYAM VIHAR PHASE I. GROUND FLOOR, Block/Sector: 1, City:- Not Specified, P.O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24 -Parganas, West Bengal, India, PIN:- 700059

Indetified by Mr PARTHA NANDY, , , Son of Late ARUN KUMAR NANDY, 210, BAKSARA VILLAGE ROAD, P.O. BAKSARA, Thana: Santragachi, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711110, by caste Hindu, by profession Service

Execution is admitted on 02-04-2022 by Mr MANISH KUMAR SHARMA, PARTNER, RABINDRA NATH DEVELOPERS LLP (LLP), 9A, LORD SINHA ROAD, City:- Kolkata, P.O:- MIDDLETON ROW, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071

Indetified by Mr PARTHA NANDY, , , Son of Late ARUN KUMAR NANDY, 210, BAKSARA VILLAGE ROAD, P.O. BAKSARA, Thana: Santragachi, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711110, by caste Hindu, by profession Service

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 4,11,112/- (B = Rs 4,11,000/-,E = Rs 28/-,I = Rs 55/-,M(a) = Rs 25/-,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-, by online = Rs 4,11,028/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/03/2022 3:46PM with Govt. Ref. No: 192021220208160341 on 19-03-2022, Amount Rs: 4,11,028/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1741412509 on 19-03-2022, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,071/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 75,071/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 112646, Amount: Rs.100/-, Date of Purchase: 02/11/2021, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/03/2022 3:46PM with Govt. Ref. No: 192021220208160341 on 19-03-2022, Amount Rs: 75,071/-, Bank: HDFC Bank (HDFC00000014), Ref. No. 1741412509 on 19-03-2022, Head of Account 0030-02-103-003-02

pand

Mohul Mukhopadhyay ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2022, Page from 487963 to 488028 being No 190406073 for the year 2022.



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Digitally signed by MOHUL MUKHOPADHYAY Date: 2022.04.21 17:18:58 +05:30 Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2022/04/21 05:18:58 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA West Bengal.

(This document is digitally signed.)