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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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15/03/23

Additional Registrar of Assurances-II
Kolkata

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Additional Registrar
of Assurances II Kolkata

15 MAR 2023

DEVELOPMENT AGREEMENT

1. Date : 15/03/2023
2. Place : Kolkata
3. Parties :
 - 3.1 SWASTI REAL INFRA
PRIVATE LIMITED [PAN :

180382

Pinaki Chattopadhyay
Advocate
Judge's Court Barasat

NAME

ADD

25 JAN 2023

SURANJAN BUKHERJEE

Licensee of the Bar

C.C. Court

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AAMCS0142C], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at CB-10/14, Deshbandhu Nagar, Baguiati, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, represented by its Directors namely (1) **SUBRATA SAHA [PAN : ATOPS2524A], [AADHAAR NO. 703093799825] & [MOBILE NO.7439319533]**, son of Subal Chandra Saha, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at CB-10/11, Deshbandhu Nagar, P.O. Jyangra, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, (2) **DILIP KUMAR FOGLA [PAN : AACPF9703D], [AADHAR NO. 384696339607] & [MOBILE NO. 9836644615]**, son of Kisan Lal Fogla, by faith - Hindu, by occupation- business, by nationality- indian, residing at Flat No. 367, 6th Floor, 11, Watkins Lane, P.O. Salkia, P.S. Golabari, District - Howrah, Pin - 711101, West Bengal & (3) **SAJAL DAS [PAN : AGCPD3106G], [AADHAAR NO. 884514307847] & [MOBILE NO. 9433016946]**, son of Late Ajit Kumar Das, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at CB-10/14, Deshbandhu Nagar, Baguiati, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as the "**LANDOWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their director in office, office bearers, executors, administrators, representatives and assigns and nominee or nominees) of the **ONE PART.**

AND

- 3.2 **SHREERUDRAM INFRA & ALLIED SERVICES PRIVATE LIMITED [PAN : ABGCS4661M] & [CIN : U70200WB2021PTC246509]**, a Private Limited Company, incorporated under the provisions of Companies Act, 1956, having its office address at CB-10/14, Deshbandhu Nagar, Baguiati, LP-10/10, P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District North 24 Parganas, West Bengal, represented by its Directors namely (1) **SAJAL DAS [PAN : AGCPD3106G], [AADHAAR NO. 884514307847] & [MOBILE NO. 9433016946]**, son of Late Ajit Kumar Das, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at CB-10/14, Deshbandhu Nagar, Baguiati, P.O. Deshbandhu Nagar, P.S. Baguiati,

Kolkata - 700059, District North 24 Parganas, West Bengal, (2) **DILIP KUMAR FOGLA [PAN : AACPF9703D], [AADHAR NO. 384696339607] & [MOBILE NO. 9836644615]**, son of Kisan Lal Fogla, by faith - Hindu, by occupation- business, by nationality- indian, residing at Flat No. 367, 6th Floor, 11, Watkins Lane, P.O. Salkia, P.S. Golabari, District - Howrah, Pin - 711 101, West Bengal & (3) **PAMPA GHOSH [PAN : APSPG2207G], [AADHAAR NO. 886518712698] & [MOBILE NO. 9674554860]**, wife of Avijit Ghosh, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 68/145, Jessore Road, Amarpally, Sitala Mandir, P.O. Motijheel, P.S. Dum Dum, Kolkata - 700074, District North 24 Parganas, West Bengal.

Hereinafter called and referred to as "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their director in office, office bearers, executors, administrators, representative, and assigns) of the **OTHER PART**.

Landowner and the Developer collectively Parties and individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Development :**

4.1 **Development Project & Appurtenances : ALL THAT** piece and parcel of land measuring :

<u>R.S. Dag</u>	<u>L.R. Dag</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Nature of</u>	<u>Total Land Area</u>
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>Land</u>	<u>K - CH - SFT.</u>
19	520	82 & 83	1297	Bastu	05 - 11 - 17
20	519	82 & 83	1297	Bahutal Abasan	04 - 15 - 43
					10 - 11 - 15

In total a plot of Bastu/Bahutal abasan land measuring **10 (Ten) Cottahs 11 (Eleven) Chittacks 15 (Fifteen) sq.ft. be the same a little more or less [but in physical measurement of the said land is 10 (Ten) Cottahs 10 (Ten) Chittacks 0 (Zero) sq.ft. more or less], including cement flooring residential Tiles shed measuring 555 (Five Hundred Fifty Five) Square Feet be the same a little more or less, comprised in R.S. Dag Nos. 19 &**

20 corresponding to **L.R. Dag Nos. 520 & 519**, under R.S. Khatian Nos. 82 & 83, L.R. Khatian No. 1127 (in the name of Gajanan Highrise Pvt. Ltd.) corresponding to present **L.R. Khatian No. 1297 (in the name of Swasti Real Infra Private Limited, Landowner herein)**, lying and situate at **Mouza - Prasadpur**, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, A.D.S.R.O. Barasat, within the local limit of Barasat Municipality, having Holding No. 58/4/8, Jessore Road (South), in Ward No. 26, being Premises No. 83, Krishnanagar Road [Jessore Road (South)], Kolkata - 700124, in the District North 24 Parganas, in the State of West Bengal, and which is morefully described in the First Schedule hereunder written.

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS :**
- 5.1 **Representations and Warranties Regarding Title :** The Landowner has/ have made the following representation to the Developer regarding title.
- 5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF SWASTI REAL INFRA PRIVATE LIMITED, LANDOWNER HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS FOLLOWS :**
- 5.1.1.1 **Purchase by Kishore Kumar Chattopadhyay from Sk. Soleman Mondal under Deed No. 6031 for the year 1964 :** One Kishore Kumar Chattopadhyay, son of Kumud Bandhu Chattopadhyay purchased a land measuring (1) 44 decimals more or less comprised in Dag No. 19/325 under C.S. Khatian No. 53, R.S. Khatian No. 389, (2) 17.50 decimals more or less out of 24 decimals of land comprised in Dag No. 19 under Khatian No. 82 corresponding to Khatian No. 83, (3) 08 decimals more or less comprised in Dag No. 20 under Khatian No. 82 corresponding to Khatian No. 83, in total land measuring 69.50 decimals more or less comprised in Dag Nos. 19/325, 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), in the District North 24 Parganas, by the strength of a Registered Deed of Conveyance, registered on 10.07.1964, registered in the office of the Sub-Registrar at Barasat and recorded in Book No. I, Volume No. 65, Pages 280 to 287, being Deed No. 6031 for the year 1964.
- 5.1.1.2 **Sale by Kishore Kumar Chattopadhyay to Pratima Mukhopadhyay :** The said Kishore Kumar Chattopadhyay sold, transferred and conveyed the

aforesaid land measuring (1) 44 decimals more or less comprised in Dag No. 19/325 under C.S. Khatian No. 53, R.S. Khatian No. 389, (2) and also land measuring 17.50 decimals more or less out of 24 decimals of land comprised in Dag No. 19 under Khatian No. 82 corresponding to Khatian No. 83, (3) and also land measuring 08 decimals more or less comprised in Dag No. 20 under Khatian No. 82 corresponding to Khatian No. 83, in total land measuring 69.50 decimals more or less comprised in Dag Nos. 19/325, 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), in the District North 24 Parganas, to one Pratima Mukhopadhyay, wife of Sisir Kumar Mukhopadhyay, by the strength of a Registered Deed of Conveyance, registered on 25.05.1970, registered in the office of the Sub-Registrar at Barasat and recorded in Book No. I, Volume No. 64, Pages 225 to 227, being Deed No. 6086 for the year 1970.

- 5.1.1.3 **Demise of Pratima Mukhopadhyay** : The said Pratima Mukhopadhyay died intestate on 10.06.1973, leaving behind her husband, the said Sisir Kumar Mukhopadhyay and only daughter namely Sona Rekha Mukhopadhyay, then a minor, as her legal heirs and successors in interest in respect of the aforesaid property, left by the said Pratima Mukhopadhyay, since deceased.
- 5.1.1.4 **Absolute Joint Ownership of Sisir Kumar Mukhopadhyay & Sona Rekha Mukhopadhyay** : Thus after demise of the said Pratima Mukhopadhyay, the said (1) Sisir Kumar Mukhopadhyay & (2) Sona Rekha Mukhopadhyay, became the absolute joint owners of the aforesaid land measuring (1) 44 decimals more or less comprised in Dag No. 19/325 under C.S. Khatian No. 53, R.S. Khatian No. 389, (2) and also land measuring 17.50 decimals more or less out of 24 decimals of land comprised in Dag No. 19 under Khatian No. 82 corresponding to Khatian No. 83, (3) and also land measuring 08 decimals more or less comprised in Dag No. 20 under Khatian No. 82 corresponding to Khatian No. 83, in total land measuring 69.50 decimals more or less comprised in Dag Nos. 19/325, 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), in the District North 24 Parganas.
- 5.1.1.5 **Permission of Sale** : The said Sisir Kumar Mukhopadhyay father and natural guardian of the said minor, Sona Rekha Mukhopadhyay applied to the Ld. District Judge at Alipore in an Application under Act 32 of 1947 and obtained

permission vide order dated 09.03.1976 passed therein for sale of the undivided half share or interest of the said minor, Sona Rekha Mukhopadhyay in the said property.

- 5.1.1.6 **Sale by Sona Rekha Mukhopadhyay to Benoy Kumar Das :** The said Sona Rekha Mukhopadhyay through her natural guardian, his father, Sisir Kumar Mukhopadhyay, sold, transferred and conveyed undivided 50% share in the aforesaid total land measuring 69.50 decimals more or less comprised in Dag Nos. 19/325, 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), in the District North 24 Parganas, to one Benoy Kumar Das, son of Brajendra Kumar Das, by the strength of a Registered Deed of Conveyance, registered on 09.06.1976, registered in the office of the District Registrar, Alipore, and recorded in Book No. I, Volume No. 41, Pages 296 to 300, being Deed No. 2898 for the year 1976.
- 5.1.1.7 **Sale by Sisir Kumar Mukhopadhyay to the said Benoy Kumar Das :** The said Sisir Kumar Mukhopadhyay sold, transferred and conveyed his undivided 50% share in the aforesaid total land measuring 69.50 decimals more or less comprised in Dag Nos. 19/325, 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), in the District North 24 Parganas, to the said Benoy Kumar Das, son of Brajendra Kumar Das, by the strength of a Registered Deed of Conveyance, registered on 09.06.1976, registered in the office of the District Registrar, Alipore, and recorded in Book No. I, Volume No. 76, Pages 107 to 111, being Deed No. 2899 for the year 1976.
- 5.1.1.8 **Absolute Ownership of Benoy Kumar Das under (1) Deed No. 2898 for the year 1976 & (2) Deed No. 2899 for the year 1976 :** Thus on the basis of the aforesaid two Registered Deeds of Conveyance, bearing (1) Deed No. Deed No. 2898 for the year 1976 & (2) Deed No. 2899 for the year 1976, the said Benoy Kumar Das, became the absolute owner of the aforesaid land measuring (1) 44 decimals more or less comprised in Dag No. 19/325 under C.S. Khatian No. 53, R.S. Khatian No. 389, (2) and also land measuring 17.50 decimals more or less out of 24 decimals of land comprised in Dag No. 19 under Khatian No. 82 corresponding to Khatian No. 83, (3) and also land measuring 08 decimals more or less comprised in Dag No. 20 under Khatian No. 82 corresponding to Khatian No. 83, in total land measuring

69.50 decimals more or less comprised in Dag Nos. 19/325, 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), in the District North 24 Parganas.

5.1.1.9 Sale by Benoy Kumar Das to (1) Kartick Chandra Sadhukhan & (2) Usha Rani Sadhukhan :

The said Benoy Kumar Das sold, transferred and conveyed the aforesaid total land measuring (1) 44 decimals more or less comprised in Dag No. 19/325 under C.S. Khatian No. 53, R.S. Khatian No. 389, (2) and also land measuring 17.50 decimals more or less out of 24 decimals of land comprised in Dag No. 19 under Khatian No. 82 corresponding to Khatian No. 83, (3) and also land measuring 08 decimals more or less comprised in Dag No. 20 under Khatian No. 82 corresponding to Khatian No. 83, in total land measuring 69.50 decimals more or less comprised in Dag Nos. 19/325, 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), within the local limit of Barasat Municipality, in the District North 24 Parganas, to one (1) Kartick Chandra Sadhukhan & (2) Usha Rani Sadhukhan, both son & daughter of Late Panchanan Sadhukhan, by the strength of four separate Registered Deeds of Conveyance, all registered on 28.01.1977, all in the office of the District Registrar, Alipore vide Deed Nos. 628, 629, 631 & 632 all for the year 1977.

5.1.1.10 Sale by the said (1) Kartick Chandra Sadhukhan & (2) Usha Rani Sadhukhan to Ganesh Chandra Sadhukhan :

The said (1) Kartick Chandra Sadhukhan & (2) Usha Rani Sadhukhan jointly sold, transferred and conveyed land measuring 6 (Six) Cottahs more or less out of their possession, comprised in Dag No. 19, under Khatian No. 82 corresponding to Khatian No. 83, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), within the local limit of Barasat Municipality, in the District North 24 Parganas, to one Ganesh Chandra Sadhukhan, son of Late Panchanan Sadhukhan, by the strength of a Registered Deed of Conveyance, registered on 27.03.1991, registered in the office of the A.D.S.R. Barasat, North 24 Parganas, and recorded in Book No. I, Volume No. 60, Pages 455 to 462, being Deed No. 4582 for the year 1991.

5.1.1.11 **Again Sale by the said (1) Kartick Chandra Sadhukhan & (2) Usha Rani Sadhukhan to Sujata Sadhukhan :** The said (1) Kartick Chandra Sadhukhan & (2) Usha Rani Sadhukhan again jointly sold, transferred and conveyed land measuring 1 (One) Cottah more or less comprised in Dag No. 19 under Khatian No. 82 corresponding to Khatian No. 83, and also land measuring 4 (Four) Cottahs more or less comprised in Dag No. 20 under Khatian No. 82 corresponding to Khatian No. 83, in total land measuring 5 (Five) Cottahs more or less in Dag No. 19 & 20, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, Premises No. 83, Jessore Road (South), within the local limit of Barasat Municipality, in the District North 24 Parganas, to one Sujata Sadhukhan, wife of Ganesh Chandra Sadhukhan, by the strength of a Registered Deed of Conveyance, registered on 27.03.1991, registered in the office of the A.D.S.R. Barasat, North 24 Parganas, and recorded in Book No. I, Volume No. 60, Pages 463 to 470, being Deed No. 4583 for the year 1991.

5.1.1.12 **Absolute Joint Ownership of (1) Ganesh Chandra Sadhukhan & (2) Sujata Sadhukhan under (1) Deed No. 4582 for the year 1991 & (2) Deed No. 4583 for the year 1991 :** Thus on the basis of the aforementioned two Registered Deeds of Conveyance, bearing (1) Deed No. 4582 for the year 1991 & (2) Deed No. 4583 for the year 1991, the said (1) Ganesh Chandra Sadhukhan & (2) Sujata Sadhukhan, became the absolute joint owners of land measuring 7 (Seven) Cottahs more or less comprised in Dag No. 19, and also land measuring 4 (Four) Cottahs more or less comprised in Dag No. 20, in total land measuring 11 (Eleven) Cottahs more or less in Dag Nos. 19 & 20 under Khatian No. 82 corresponding to Khatian No. 83, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, A.D.S.R.O. Barasat, within the local limit of Barasat Municipality, Premises No. 83, Jessore Road (South), in the District North 24 Parganas.

5.1.1.13 **Joint Sale by the said (1) Ganesh Chandra Sadhukhan & (2) Sujata Sadhukhan to Gajanan Highrise Pvt. Ltd. :** The said (1) Ganesh Chandra Sadhukhan & (2) Sujata Sadhukhan jointly sold, transferred and conveyed the aforesaid land measuring 7 (Seven) Cottahs more or less comprised in Dag No. 19, and also land measuring 4 (Four) Cottahs more or less comprised in Dag No. 20, in total land measuring 11 (Eleven) Cottahs more or less in Dag Nos. 19 & 20 under Khatian No. 82 corresponding to Khatian No. 83, in Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146,

Pargana - Anwarpur, P.S. Barasat, A.D.S.R.O. Barasat, within the local limit of Barasat Municipality, Premises No. 83, Jessore Road (South), in the District North 24 Parganas, to one Gajanan Highrise Pvt. Ltd., by the strength of a Registered Deed of Conveyance, registered on 12.12.2008, registered in the office of the District Sub-Registrar-II, North 24 Parganas at Barasat, and recorded in Book No. I, CD Volume No. 1, Pages 9107 to 9123, being Deed No. 00567 for the year 2009.

- 5.1.1.14 **Registered Deeds of Declaration** : In the aforesaid Registered Deed of Conveyance, bearing Deed No. 00567 for the year 2009, the Dag No. 19/325, is written in the title including in the schedule, under the said deed, but no land has been transferred in the said dag number, and in this regard, the said Gajanan Highrise Pvt. Ltd. rectified the said mistake, by executing a Registered Deed of Declaration, which was registered on 28.05.2013, registered in the office of the D.S.R.-II, North 24 Parganas at Barasat, and recorded in Book No. I, CD Volume No. 27, Pages 3992 to 4000, being Deed No. 07563 for the year 2013.

After rectifying the same, it is also found that in the said Registered Deed of Conveyance, bearing Deed No. 00567 for the year 2009, there were also some typographical mistakes crept in the said deed, and in this regard, the said Gajanan Highrise Pvt. Ltd. rectified the said mistakes, by executing a Registered Deed of Declaration, which was registered on 12.07.2013, registered in the office of the D.S.R.-II, North 24 Parganas at Barasat, and recorded in Book No. I, CD Volume No. 36, Pages 213 to 222, being Deed No. 09877 for the year 2013.

- 5.1.1.15 **Records** : In L.R. Settlement, the said Gajanan Highrise Pvt. Ltd. recorded its/their names in the record of the L.R. Khatian No. 1127, and also in the office of the Barasat Municipality, having Holding No. 58/4/B, Jessore Road (South) in Ward No. 26, in respect of aforesaid property.

- 5.1.1.16 **Sale by the said Gajanan Highrise Pvt. Ltd. to the present Owner, Swasti Real Infra Private Limited** : The said Gajanan Highrise Pvt. Ltd., sold, transferred and conveyed ALL THAT piece and parcel of land measuring (1) 7 (Seven) Cottahs more or less of Bastu land comprised in R.S. Dag No. 19, L.R. Dag No. 519 under R.S. Khatian Nos. 82 & 83, L.R. Khatian No. 1127, AND ALSO (2) 4 (Four) Cottahs more or less of Danga land comprised in

R.S. Dag No. 20, L.R. Dag No. 520 under R.S. Khatian Nos. 82 & 83, L.R. Khatian No. 1127, in total a plot of land measuring 11 (Eleven) Cottahs more or less including structure standing therein, lying and situate at Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, A.D.S.R.O. Barasat, within the local limit of Barasat Municipality, having Holding No. 58/4/B, Jessore Road (South) in Ward No. 26, being Premises No. 83, Jessore Road (South), Kolkata - 700124, in the District North 24 Parganas, to the present owner, Swasti Real Infra Private Limited, by the strength of a Registered Deed of Conveyance, which was registered on 22.07.2013, registered in the office of the D.S.R.-II, North 24 Parganas, at Barasat, and recorded in Book No. I, CD Volume No. 37, Pages 953 to 982, being Deed No. 10198 for the year 2013.

5.1.1.17 **Registered Deed of Declaration** : After receiving the aforesaid deed, it is also found that there are several typographical mistakes crept therein, and the said several typographical mistakes including land area of the property have been rectified by the said (1) Gajanan Highrise Pvt. Ltd. as Owner/Vendor/Declarant and (2) Swasti Real Infra Private Limited as Purchaser/Declarant, by executing a Registered Deed of Declaration, which was registered on 07.05.2015, registered in the office of the D.S.R.-I, North 24 Parganas at Barasat, and recorded in Book No. IV, CD Volume No. 2, Pages 870 to 888, being Deed No. 00417 for the year 2015.

5.1.1.18 **Absolute Ownership of Swasti Real Infra Private Limited under (1) Registered Deed of Conveyance bearing Deed No. 10198 for the year 2013 & (2) Registered Deed of Declaration bearing Deed No. 00417 for the year 2015** : After rectified the aforesaid Registered Deed of Conveyance bearing Deed No. 10198 for the year 2013 through the Registered Deed of Declaration bearing Deed No. 00417 for the year 2015, the said Swasti Real Infra Private Limited, Landowner herein, became the absolute owner of ALL THAT piece and parcel of land measuring :

<u>R.S. Dag</u> <u>No.</u>	<u>L.R. Dag</u> <u>No.</u>	<u>R.S. Khatian</u> <u>No.</u>	<u>L.R. Khatian</u> <u>No.</u>	<u>Nature of</u> <u>Land</u>	<u>Absolute Ownership</u> <u>K - CH - SFT.</u>
19	520	82 & 83	1127	Bastu	05 - 11 - 17
20	519	82 & 83	1127	Danga	04 - 15 - 43 10 - 11 - 15

In total a plot of land measuring 10 (Ten) Cottahs 11 (Eleven) Chittacks 15 (Fifteen) sq.ft. be the same a little more or less, including cement flooring residential Tiles shed measuring 555 (Five Hundred Fifty Five) Square Feet be the same a little more or less, comprised in R.S. Dag Nos. 19 & 20 corresponding to L.R. Dag Nos. 520 & 519, under R.S. Khatian Nos. 82 & 83, L.R. Khatian No. 1127 (in the name of Gajanan Highrise Pvt. Ltd.), lying and situate at Mouza - Prasadpur, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur, P.S. Barasat, A.D.S.R.O. Barasat, within the local limit of Barasat Municipality, having Holding No. 58/4/B, Jessore Road (South), in Ward No. 26, being Premises No. 83, Jessore Road (South), Kolkata - 700124, in the District North 24 Parganas, which is morefully described in the First Schedule hereunder written.

- 5.1.1.19 **L.R. Record** : While in absolute possession and absolute ownership over the aforesaid property, the said Swasti Real Infra Private Limited, Landowner herein, duly recorded its names in the record of the L.R. Settlement in L.R. Khatian No. 1297.
- 5.1.1.20 **Conversion of Land in L.R. Dag No. 519** : The said Swasti Real Infra Private Limited, Landowner herein, duly applied before the concerned BL&LRO, Barasat-1, North 24 Parganas, for conversion of land in L.R. Dag No. 519 under L.R. Khatian No. 1297, from 'Danga' to 'Bastu', and the concerned BL&LRO duly converted the nature of the said land from 'Danga' to 'Bastu/Bahutal Abasan' vide Memo No. Conv No./1423/BL&LRO/BST-1 dated 30.12.2020.
- 5.1.1.21 **Municipal Record** : The said Swasti Real Infra Private Limited, Landowner herein, also duly recorded and mutated its names (in respect of the aforesaid property) in the record of the concerned Barasat Municipality, having Holding No. 58/4/8, Jessore Road (S), in Ward No. 26.
- 5.1.1.22 **Sanction of Building Plan** : While in absolute possession and absolute ownership over the aforesaid property, the said Swasti Real Infra Private Limited, Landowner herein, duly sanctioned a residential cum commercial building plan (B+G+4) from the concerned Barasat Municipality, vide Sanctioned Building Serial Plan No. 1744 dated 13.04.2022.

6. **DESIRE OF DEVELOPMENT OF THE LAND & ACCEPTANCE :**

6.1 **Desire of Development of Land :** The said Swasti Real Infra Private Limited, Landowner herein, express its/their desire to develop its/their aforesaid plot of land, which is morefully described in the First Schedule hereunder written, by constructing a multi storied building thereon, and the Developer herein accepted the said proposal and the Landowner herein has/have decided to enter into this present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.

7. **REGISTERED POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT :**

7.1 **Registered Development Power of Attorney After Registered Development Agreement :** For the smooth running of the said project, the Landowner herein, agreed to execute a Registered Power of Attorney After Registered Development Agreement, by which the said Swasti Real Infra Private Limited, Landowner herein, has/have appointed and nominated the said Shreerudram Infra & Allied Services Private Limited, Developer herein as its/their Constituted Attorney, to act on behalf of the Landowner.

8. **DEFINITION :**

8.1 **Building :** Shall mean a B+G+4 residential cum commercial building so to be constructed on the schedule property, which is morefully described in the First Schedule hereunder written.

8.1.1 **Common Facilities & Amenities :** Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift room and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

8.1.2 **Saleable Space :** Shall mean the space within the building, which is to be available as an unit/flat/shop/car parking for independent use and occupation in respect of Landowner's Allocation & Developer's Allocation as mentioned in this Agreement.

- 8.1.3 **Landowner's Allocation** : Shall mean the consideration against the project by the Landowner, which is morefully described in Second Schedule hereunder written.
- 8.1.4 **Developer's Allocation** : Shall mean all the remaining area of the proposed building excluding Landowner's Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 8.1.5 **Architect/Engineer** : Shall mean such person or persons being appointed by the Developer.
- 8.1.6 **Transfer** : With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said building to intending purchasers thereof.
- 8.1.7 **Building Plan** : Shall mean said sanctioned building plan or revised sanctioned plan for the construction of the multi storied building, which is/will be sanctioned by the concerned authority/authorities for construction of the building, including its modification and amenities and alterations.
- 8.1.8 **Built Up Area/Lockable Area** : Here Built up area/Lockable area means, the area in which the unit has been built. It includes carpet area of the unit plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.
- 8.1.9 **Total Covered Area** : Here total covered area means, built up/lockable area of the unit plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.
- 8.1.10 **Super Built Up Area (For any Individual Unit)** : Here super built up area means the total covered area plus proportionate share of 25% of total covered area (being service area).

9. **LANDOWNER'S RIGHT & REPRESENTATION :**

9.1 **Indemnification regarding Possession & Delivery :** The Landowner is now seized and possessed of and/or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.

9.1.1 **Free From Encumbrance :** The Landowner also indemnify that the schedule property is free from all encumbrances and the Landowner has/have marketable title in respect of the said premises.

10. **DEVELOPER'S RIGHTS :**

10.1 **Authority of Developer :** The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement, in this regard the Landowner has/have no liability.

10.1.1 **Right of Construction :** The Landowner hereby grant permission an exclusive rights to the Developer to build new building upon the schedule property.

10.1.2 **Construction Cost :** The Developer shall carry total construction work of the present building at their own costs and expenses. No liability on account of construction cost will be charged from Landowner's Allocation.

10.1.3 **Sale Proceeds of Developer's Allocation :** The Developer will take the sale proceeds of Developer's Allocation exclusively.

10.1.4 **Booking & Agreement for Sale :** Booking from intending purchaser for Developer's Allocation will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowner as a Registered Power of Attorney Holder. All the sale consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Landowner.

- 10.1.5 **Selling Rate** : The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowner.
- 10.1.6 **Profit & Loss** : The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 10.1.7 **Possession to the Landowner** : On completion of the project, the Developer will handover undisputed possession of the Landowner's Allocation Together With all rights of the common facilities and amenities to the Landowner with Possession Letter and will take release from the Landowner by executing a Deed of Release.
- 10.1.8 **Possession to the intending purchaser** : On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representative and Power of Attorney holder of the Landowner.
- 10.1.9 **Deed of Conveyance** : The Deed of Conveyance will be signed by the Developer on behalf of and as representative and registered Power of Attorney Holder of the Landowner in respect of Developer's Allocation.

11. **CONSIDERATION** :

- 11.1. **Permission against Consideration** : The Landowner grant permission for exclusive right to construct the proposed building in consideration of Landowner's Allocation to the Developer.

12. **DEALING OF SPACE IN THE BUILDING** :

- 12.1 **Exclusive Power of Dealings of Landowner** : The Landowner shall be entitled to transfer or otherwise deal with Landowner's Allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowner's Allocation.
- 12.1.1 **Exclusive Power of Dealings of Developer** : The Developer shall be exclusively entitled to the Developer's Allocation in the building with

exclusive right to transfer any right, claim, interest therein irrespective of the Landowner and the Landowner shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

13. **NEW BUILDING :**

13.1 **Completion of Project :** The Developer shall at their own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.

13.1.1 **Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.

13.1.2 **Architect Fees etc. :** All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowner shall bear no responsibility in this context.

13.1.3 **Taxes & Other Taxes of the Property :** The Landowner shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will pay/will be borne the same from the date of execution of these presents till the date of completion of the construction and allocation. From the date of completion and allocation of the floor area between the Landowner and the Developer, the Municipal taxes and other taxes including GST payable for the said property shall be borne in proportionate of area of Developer and area of Landowner, by the Developer and/or their nominees and the Landowner and/or its/their nominee/nominees respectively.

13.1.4 **Upkeep Repair & Maintenance :** Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

14. **PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER :**

14.1 **Delivery of Possession :** As soon as the building will be completed, the Developer shall give written notice to the Landowner requiring the Landowner to take possession of the Landowner's Allocation in the building and certificate of the Architect/L.B.S of the authority being provided to that effect.

14.1.1 **Payment of Taxes :** Within 30 days from the receive possession of Landowner's Allocation and at all times there after the Landowner shall be exclusively responsible for payment of all Municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowner's Allocation only.

14.1.2 **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Landowner shall also be responsible to pay and bear and shall pay to the Developer/Flat Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowner's Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

15. **COMMON RESTRICTION :**

15.1 **Restriction of Landowner and Developer in common :** The Landowner's Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-

15.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.

- 15.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 15.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed all to terms and conditions on their respective part to be observed and/or performed and the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- 15.1.4 Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, byelaws and regulation.
- 15.1.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against the consequence of any breach.
- 15.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- 15.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- 15.1.8 The Landowner shall permit the Developer and its/their servants and agents with or without workman and other at all reasonable times to enter into and upon Landowner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose

of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

16. **LANDOWNER'S OBLIGATION :**

16.1 **No Interference :**

The Landowner hereby agree and covenant with the Developer :

- (i) not to cause any interference or hindrance in the construction of the building by the Developer.
- (ii) not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building.
- (iii) not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

17. **DEVELOPER'S OBLIGATIONS :**

17.1 **Time Schedule of Handing Over Landowner's Allocation :** The Developer hereby agree and covenant with the Landowner to handover Landowner's Allocation within 36 (Thirty Six) months from the date of signing, executing and registering of this Development Agreement. The Landowner also permit the Developer a grace period of 6 (Six) months more to handover the possession of Landowner's Allocation.

17.1.1 **Penalty :** If the Landowner's Allocation will not be delivered within the stated period, the Developer shall be liable to pay Rs.5,000/- (Rupees Five Thousand) only per month to the Landowner as demurrage.

17.1.2 **No Violation :** The Developer hereby agree and covenant with the Landowner :

- (i) not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

- (ii) not to do any act, deed or thing, whereby the Landowner is prevented from enjoying, selling, assigning and/or disposing of any Landowner's Allocation in the building at the said premises vice versa.

18. **LANDOWNER'S INDEMNITY :**

- 18.1 **Indemnity :** The Landowner hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfil the terms and conditions herein contained and/or its part to be observed and performed.

19. **DEVELOPER'S INDEMNITY :**

The Developer hereby undertake to keep the Landowner :

- (i) indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the Developer in relation to the construction of the said building.
- (ii) against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or for any defect therein.

20. **MISCELLANEOUS :**

- 20.1 **Contract Not Partnership :** The Landowner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

- 20.1.1 **Not specified Premises :** It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner related to which specific provisions may not have

been mentioned herein. The Landowner hereby undertake to do all such legal acts, deeds, matters and things as and when required and the Landowner shall execute any such additional power of attorney and/or authorisation as may be required by the Developer for any such purposes and the Landowner also undertake to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowner and/or against the spirit of these presents.

- 20.1.2 **Not Responsible** : The Landowner shall not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 20.1.3 **Process of Issuing Notice** : Any notice required to be given by the Developer to the Landowner shall without prejudice to any other mode of service available be deemed to have been served on the Landowner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- 20.1.4 **Formation of Association** : After the completion of the said building and receiving peaceful possession of the allocation, the Landowner hereby agree to abide by all the rules and regulations to be framed by any society/ association/holding organisation and/or any other organisation, who will be in charge of such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 20.1.5 **Name of the Building** : The name of the building shall be given by the Developer in due course.
- 20.1.6 **Right to borrow fund** : The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowner or

effecting its/their estate and interest in the said premises it being expressly agreed and understood that in no event the Landowner nor any of its/their estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

20.1.7 **Documentation** : The Landowner delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the Landowner will bound to produce documents in original before any competent authority for inspection.

21. **FORCE MAJEURE :**

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act of commission beyond the reasonable control of the parties hereto.

22. **ALTERNATIVE DISPUTE RESOLUTION :**

22.1 **Disputes** : Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal described in Clause 22.1.1 below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that :

22.1.1 **Constitution of Arbitral Tribunal** : The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be jointly nominated by both the parties herein.

22.1.2 **Place :** The place of arbitration shall be Kolkata only.

22.1.3 **Binding Effect :** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

23. **JURISDICTION :**

23.1 **District Court :** In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Land & Premises]

ALL THAT piece and parcel of land measuring :

<u>R.S. Dag</u>	<u>L.R. Dag</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Nature of</u>	<u>Total Land Area</u>
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>Land</u>	<u>K - CH - SFT.</u>
19	520	82 & 83	1297	Bastu	05 - 11 - 17
20	519	82 & 83	1297	Bahutal Abasan	04 - 15 - 43 10 - 11 - 15

In total a plot of Bastu/Bahutal abasan land measuring **10 (Ten) Cottahs 11 (Eleven) Chittacks 15 (Fifteen) sq.ft. be the same a little more or less [but in physical measurement of the said land is 10 (Ten) Cottahs 10 (Ten) Chittacks 0 (Zero) sq.ft. more or less], including cement flooring residential Tiles shed measuring 555 (Five Hundred Fifty Five) Square Feet be the same a little more or less**, comprised in **R.S. Dag Nos. 19 & 20** corresponding to **L.R. Dag Nos. 520 & 519**, under R.S. Khatian Nos. 82 & 83, L.R. Khatian No. 1127 (in the name of Gajanan Highrise Pvt. Ltd.) corresponding to present **L.R. Khatian No. 1297 (in the name of Swasti Real Infra Private Limited, Landowner herein)**, lying and situate at **Mouza - Prasadpur**, J.L. No. 39, Re. Sa. No. 229, Touzi No. 146, Pargana - Anwarpur,

P.S. Barasat, A.D.S.R.O. Barasat, within the local limit of Barasat Municipality, having Holding No. 58/4/8, Jessore Road (South), in Ward No. 26, being Premises No. 83, Krishnanagar Road [Jessore Road (South)], Kolkata - 700124, in the District North 24 Parganas, in the State of West Bengal. The said plot of land is butted and bounded as follows :-

ON THE NORTH : Land of Saktiranjana Bhattacharya & Arun Nandy.
 ON THE SOUTH : Land of Dilip Ghosh.
 ON THE EAST : Land of Sudhin Biswas.
 ON THE WEST : 60 ft. Wide Road [Krishnanagar Road (Jessore Road)].

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNER'S ALLOCATION : The Landowner hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of building over and above the same will be entitled to have the allocation in the manner as follows :-

The Landowner's Allocation will be allotted as follows :-

1. The Landowner will get 30% (Thirty Percent) of the total constructed area in the proposed building in form of self contained flats/shops/garage spaces so to be constructed by the developer on the schedule land, which is morefully described in the First Schedule hereinabove written, together with undivided proportionate share of land, common areas, common amenities and common facilities in the said building.

Later on, after preparation of the Floor Plan, the flat/shop/car parking spaces will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowner along with a Supplementary Development Agreement (if any) denoting the flat/shop/car parking spaces within the purview of the Landowner's Allocation.

2. It is also settled that except the Landowner's Allocation as described above, the other constructed area in the proposed building will exclusively be treated as Developer's Allocation.

7. TOILET : Toilet of Indian Type Pan/European type commode with standard P.V.C. Cistern. All fittings are in standard type. One wash hand basin is in dining space.
8. DOORS : Sal Wood Frame. All doors including Main Door & Other door palla of the flat of flash door.
9. WINDOWS : Steel/Alluminium sliding window or Wooden window.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary submartible pump/deep tube well will be installed.
11. PLUMBING : Toilet concealed wiring with PVC Pipe with two bibcock, one shower each in toilet, all fittings are standard quality.
12. VERANDAH : Verandah grill will provide up to 2'-6" height from 1'-0" top of floor.
13. LIFT : A four persons lift will be provided.

ELECTRICAL WORKS :

1. Full concealed wiring with copper conduit.
2. In Bed Room : Two light points, only one 5 amp. plug point, one fan point.
3. Living/Dining Room : Two light points, One Fan point, one 5 amp. plug, one 15 amp. plug (as per required area).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point.
6. Verandah : One light point.
7. One light point at main entrance.
8. Calling bell : One calling bell point at the main entrance.

PAINTING :

- a) Inside wall of the flat will be finished with plaster of paris and external wall with super snowcem or equivalent.
- b) All door and windows frame painted with two coats white primer.

EXTRA WORK : Any work other then specified above would be regarded as extra work for which separate payment is required.

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata
in presence of :

1. *Susmita Acharya.*
Bachchan,
Dakshinwari,
Kolkata - 700124

Subrata Saha

Subrata Saha

2. *Lalul Sinha.*
Bally Hoardah - 711227

Dilip Kumar Fogla

Dilip Kumar Fogla

Sajal Das

Sajal Das

Directors of

Swasti Real Infra Private Limited

Landowner

Sajal Das
Sajal Das

Drafted By :

*Parash Narayan Suvarnakar
Adv.
F/1305/914/2011
Jugta Govt. Bazar.*

For Pinaki Chattopadhyay & Associates,

Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700157.

Ph. : 9830061809.

Composed By :

Jayashree Mondal
Jayashree Mondal,

Teghoria Main Road,

Kolkata - 700157.

Dilip Kumar Fogla

Dilip Kumar Fogla

Pampa Ghosh

Pampa Ghosh












Directors of

Shreerudram Infra & Allied
Services Private Limited

Developer

SIGNATURE OF THE
PRESENTANT /
EXECUTANT / SELLER /
BUYER / CLAIMANT
WITH PHOTO

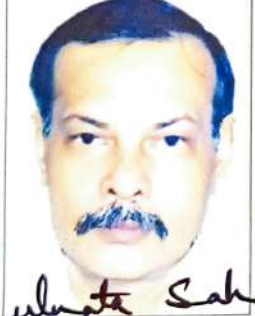










UNDER RULES 44A OF THE I.R. ACT 1908
N.B. L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX-THUMB TO SMALL PRINTS

 <i>Sajal Das</i>	L.H.					
	R.H.					












ATTESTED :- *Sajal Das*

 <i>Debip Kumar Saha</i>	L.H.					
	R.H.					

ATTESTED :- *Debip Kumar Saha*

 <i>Sulerata Saha</i>	L.H.					
	R.H.					

ATTESTED :- *Sulerata Saha*

 <i>Pampa Ghosh</i>	L.H.					
	R.H.					

ATTESTED :- *Pampa Ghosh*

Major Information of the Deed

No :	I-1902-03432/2023	Date of Registration	15/03/2023
Query No / Year	1902-2000662860/2023	Office where deed is registered	
Query Date	13/03/2023 5:15:06 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SUJIT ACHARYA Thana : Barasat, District : North 24-Parganas, WEST BENGAL, Mobile No. : 6289087849, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 2,42,43,608/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,020/- (Article:48(g))	Rs. 101/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Barasat, Municipality: BARASAT, Road: Krishnanagar Rd, Mouza: Prasadpur, , Ward No: 26, Holding No:58/4/8 JI No: 39, Pin Code : 700124

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-520 (RS :-)	LR-1297	Bastu	Bastu	5 Katha 11 Chatak 17 Sq Ft		1,28,50,004/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L2	LR-519 (RS :-)	LR-1297	Bastu	Bastu	4 Katha 15 Chatak 43 Sq Ft		1,12,43,754/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
		TOTAL :			17.6688Dec	0 /-	240,93,758 /-	
	Grand Total :				17.6688Dec	0 /-	240,93,758 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	555 Sq Ft.	0/-	1,49,850/-	Structure Type: Structure
Gr. Floor, Area of floor : 555 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
	Total :	555 sq ft	0 /-	1,49,850 /-	

Lord Details :

Name,Address,Photo,Finger print and Signature







SWASTI REAL INFRA PRIVATE LIMITED












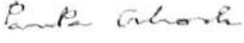
CB-10/14, DESHBANDHU NAGAR, BAGUIATI, City:- , P.O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:- North 24-Parganas, West Bengal, India, PIN:- 700059 , PAN No.:: AAxxxxxx2C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>SHREERUDRAM INFRA & ALLIED SERVICES PRIVATE LIMITED CB- 10/14, DESHBANDHU NAGAR, BAGUIATI, LP-10/10, City:- , P.O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059 , PAN No.:: ABxxxxxx1M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	<p>Name SUBRATA SAHA Son of SUBAL CHANDRA SAHA Date of Execution - 15/03/2023, , Admitted by: Self, Date of Admission: 15/03/2023, Place of Admission of Execution: Office</p>	 <small>Mar 15 2023 1:59PM</small>	 <small>LTI 15/03/2023</small>	<p>Signature  <small>15/03/2023</small></p>
<p>CB-10/11, DESHBANDHU NAGAR, City:- , P.O:- JYANGRA, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ATxxxxxx4A, Aadhaar No: 70xxxxxxxx9825 Status : Representative, Representative of : SWASTI REAL INFRA PRIVATE LIMITED (as DIRECTOR)</p>				
2	<p>Name DILIP KUMAR FOGLA Son of KISAN LAL FOGLA Date of Execution - 15/03/2023, , Admitted by: Self, Date of Admission: 15/03/2023, Place of Admission of Execution: Office</p>	 <small>Mar 15 2023 2:00PM</small>	 <small>LTI 15/03/2023</small>	<p>Signature  <small>15/03/2023</small></p>
<p>FLAT NO. 367, 6TH FLOOR, 11, WATKINS LANE, City:- , P.O:- SALKIA, P.S:-Golabari, District:- Howrah, West Bengal, India, PIN:- 711101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AAxxxxxx3D, Aadhaar No: 38xxxxxxxx9607 Status : Representative, Representative of : SWASTI REAL INFRA PRIVATE LIMITED (as DIRECTOR)</p>				

Name	Photo	Finger Print	Signature
SAJAL DAS Son of Late AJIT KUMAR DAS Date of Execution - 15/03/2023, , Admitted by: Self, Date of Admission: 15/03/2023, Place of Admission of Execution: Office	 Mar 15 2023 2:01PM	 LTI 15/03/2023	 15/03/2023
CB-10/14, DESHBANDHU NAGAR, City:- , 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.:: AGxxxxxx6G, Aadhaar No: 88xxxxxxxx7847 Status : Representative, Representative of : SWASTI REAL INFRA PRIVATE LIMITED (as DIRECTOR)			
Name	Photo	Finger Print	Signature
SAJAL DAS (Presentant) Son of Late AJIT KUMAR DAS Date of Execution - 15/03/2023, , Admitted by: Self, Date of Admission: 15/03/2023, Place of Admission of Execution: Office	 Mar 15 2023 2:02PM	 LTI 15/03/2023	 15/03/2023
CB-10/14, DESHBANDHU NAGAR, City:- , 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.:: AGxxxxxx6G, Aadhaar No: 88xxxxxxxx7847 Status : Representative, Representative of : SHREERUDRAM INFRA & ALLIED SERVICES PRIVATE LIMITED (as DIRECTOR)			
Name	Photo	Finger Print	Signature
DILIP KUMAR FOGLA Son of KISAN LAL FOGLA Date of Execution - 15/03/2023, , Admitted by: Self, Date of Admission: 15/03/2023, Place of Admission of Execution: Office	 Mar 15 2023 2:03PM	 LTI 15/03/2023	 15/03/2023
FLAT NO. 367, 6TH FLOOR, 11, WATKINS LANE, City:- , P.O:- SALKIA, P.S:-Golabari, District:-Howrah, West Bengal, India, PIN:- 711101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AAxxxxxx3D, Aadhaar No: 38xxxxxxxx9607 Status : Representative, Representative of : SHREERUDRAM INFRA & ALLIED SERVICES PRIVATE LIMITED (as DIRECTOR)			
Name	Photo	Finger Print	Signature
PAMPA GHOSH Wife of AVIJIT GHOSH Date of Execution - 15/03/2023, , Admitted by: Self, Date of Admission: 15/03/2023, Place of Admission of Execution: Office	 Mar 15 2023 2:05PM	 LTI 15/03/2023	 15/03/2023
68/145, JESSORE ROAD, AMARPALLY, SITALA MANDHIR, City:- , P.O:- MOTIJHEEL, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700074, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APxxxxxx7G, Aadhaar No: 88xxxxxxxx2698 Status : Representative, Representative of : SHREERUDRAM INFRA & ALLIED SERVICES PRIVATE LIMITED (as DIRECTOR)			

r Details :

	Photo	Finger Print	Signature
SUNIL ACHARYA SUNIL ACHARYA HINPARA, City:-, P.O:- BARASAT, Barasat, District-North 24-Parganas, West Bengal, India, PIN:- 700124			
	15/03/2023	15/03/2023	15/03/2023
Identifier Of SUBRATA SAHA, DILIP KUMAR FOGLA, SAJAL DAS, SAJAL DAS, DILIP KUMAR FOGLA, PAMPA GHOSH			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	SWASTI REAL INFRA PRIVATE LIMITED	SHREERUDRAM INFRA & ALLIED SERVICES PRIVATE LIMITED-9.42333 Dec

Transfer of property for L2

SI.No	From	To. with area (Name-Area)
1	SWASTI REAL INFRA PRIVATE LIMITED	SHREERUDRAM INFRA & ALLIED SERVICES PRIVATE LIMITED-8.24542 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	SWASTI REAL INFRA PRIVATE LIMITED	SHREERUDRAM INFRA & ALLIED SERVICES PRIVATE LIMITED-555.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Barasat, Municipality: BARASAT, Road: Krishnanagar Rd, Mouza: Prasadpur, , Ward No: 26, Holding No:58/4/8 JI No: 39, Pin Code : 700124

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 520, LR Khatian No:- 1297	Owner:স্বস্তি রিয়েল ইনফ্রা প্রাঃ লিঃ, Gurdian:পক্ষে - ডায়রেক্টর, Address:সি. বি.10/14 দেশবন্ধুনগর থানা - বাগুইআটি,কোল -59 , Classification:বাস্তু, Area:0.09440000 Acre,	SWASTI REAL INFRA PRIVATE LIMITED
L2	LR Plot No:- 519, LR Khatian No:- 1297	Owner:স্বস্তি রিয়েল ইনফ্রা প্রাঃ লিঃ, Gurdian:পক্ষে - ডায়রেক্টর, Address:সি. বি.10/14 দেশবন্ধুনগর থানা - বাগুইআটি,কোল -59 , Classification:ডাঙ্গা, Area:0.08260000 Acre,	SWASTI REAL INFRA PRIVATE LIMITED

Endorsement For Deed Number : I - 190203432 / 2023

13-2023

date 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 of Indian Stamp Act 1899.

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

Presented for registration at 13:32 hrs on 15-03-2023, at the Office of the A.R.A. - II KOLKATA by SAJAL DAS .

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,42,43,608/-

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

Execution is admitted on 15-03-2023 by SUBRATA SAHA, DIRECTOR, SWASTI REAL INFRA PRIVATE LIMITED, CB-10/14, DESHBANDHU NAGAR, BAGUIATI, City:- , P.O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

Identified by SUJIT ACHARYA, , , Son of SUNIL ACHARYA, DAKHINPARA, P.O: BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Business

Execution is admitted on 15-03-2023 by DILIP KUMAR FOGLA, DIRECTOR, SWASTI REAL INFRA PRIVATE LIMITED, CB-10/14, DESHBANDHU NAGAR, BAGUIATI, City:- , P.O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

Identified by SUJIT ACHARYA, , , Son of SUNIL ACHARYA, DAKHINPARA, P.O: BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Business

Execution is admitted on 15-03-2023 by SAJAL DAS, DIRECTOR, SWASTI REAL INFRA PRIVATE LIMITED, CB-10/14, DESHBANDHU NAGAR, BAGUIATI, City:- , P.O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

Identified by SUJIT ACHARYA, , , Son of SUNIL ACHARYA, DAKHINPARA, P.O: BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Business

Execution is admitted on 15-03-2023 by SAJAL DAS, DIRECTOR, SHREERUDRAM INFRA & ALLIED SERVICES PRIVATE LIMITED (Private Limited Company), CB- 10/14, DESHBANDHU NAGAR, BAGUIATI, LP-10/10, City:- , P.O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

Identified by SUJIT ACHARYA, , , Son of SUNIL ACHARYA, DAKHINPARA, P.O: BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Business

Execution is admitted on 15-03-2023 by DILIP KUMAR FOGLA, DIRECTOR, SHREERUDRAM INFRA & ALLIED SERVICES PRIVATE LIMITED (Private Limited Company), CB- 10/14, DESHBANDHU NAGAR, BAGUIATI, LP-10/10, City:- , P.O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

Identified by SUJIT ACHARYA, , , Son of SUNIL ACHARYA, DAKHINPARA, P.O: BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Business

Execution is admitted on 15-03-2023 by PAMPA GHOSH, DIRECTOR, SHREERUDRAM INFRA & ALLIED SERVICES PRIVATE LIMITED (Private Limited Company), CB- 10/14, DESHBANDHU NAGAR, BAGUIATI, LP-10/10, City:- , P.O:- DESHBANDHU NAGAR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

Identified by SUJIT ACHARYA, , , Son of SUNIL ACHARYA, DAKHINPARA, P.O: BARASAT, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101.00/- (E = Rs 21.00/- , I = Rs 55.00/- , M(a) = Rs 21.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 80.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/03/2023 5:02PM with Govt. Ref. No: 192022230332104591 on 14-03-2023, Amount Rs: 21/-, Bank: Bank of Boroda (BARB0INDIAE), Ref. No. 1327394918 on 14-03-2023, Head of Account 0030-03-104-001-16

ent of Stamp Duty

ied that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 00/-, by online = Rs 39,920/-

Description of Stamp

Stamp: Type: Impressed, Serial no 180382, Amount: Rs.100.00/-, Date of Purchase: 25/01/2023, Vendor name: S
UKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 14/03/2023 5:02PM with Govt. Ref. No: 192022230332104591 on 14-03-2023, Amount Rs: 39,920/-, Bank:
Bank of Boroda (BARBOINDIAE), Ref. No. 1327394918 on 14-03-2023, Head of Account 0030-02-103-003-02

fm2

Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1902-2023, Page from 112569 to 112606
being No 190203432 for the year 2023.



Digitally signed by SATYAJIT BISWAS
Date: 2023.03.18 11:33:31 +05:30
Reason: Digital Signing of Deed.

mg

(Satyajit Biswas) 2023/03/18 11:33:31 AM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)

DATED THE DAY OF 2023

DEVELOPMENT AGREEMENT

BETWEEN

Swasti Real Infra Private Limited

Landowner

Shreerudram Infra & Allied
Services Private Limited

Developer

Drafted By

Pinaki Chattopadhyay & Associates

Advocates

Sangita Apartment, Ground Floor
Teghoria Main Road
Kolkata - 700157
Ph. : 9830061809

Composed By

Jayashree Mondal
Teghoria Main Road
Kolkata - 700157