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Certify that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

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Addl. District Sub-Registrar  
Bidhannagar, (Salt Lake City)

22 APR 2022

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT is made on this 22<sup>nd</sup> day of April, 2022, (Two Thousand Twenty Two).

B E T W E E N

Contd.... P/2.

**"M/S. DEWKI REALTORS PVT. LTD."** [having PAN : AADC7626H], a Private Limited Company, having its office at 109/6, PK Guha Road, P.O. & P.S.-Dum Dum, Kolkata-700028, in the District of North 24 Parganas, in the state of West Bengal, India, duly represented by its executive Director namely **SRI DEWKI NANDAN AGARWAL**, son of Late Giridhari Lal Jalan, [having DIN : 02599667], [having PAN : AFQPA6548A], and [having Aadhaar No : 8584 3690 1315], by Nationality-Indian, by occupation-Business, by Faith-Hindu, residing at 109/6, PK Guha Road, P.O. & P.S.-Dum Dum, Kolkata-700028, in the District of North 24 Parganas, in the state of West Bengal, India, hereinafter jointly called and referred to as the **"LAND OWNER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office/interest, legal representatives and administrators) of the **ONE PART**.

**A N D**

**"M/S. KRISHTI CONSTRUCTION PVT. LTD."** [having PAN : AAECK6034H], a Private Limited Company, incorporated under the companies Act 1956, having its Registered Office at Krishti Apartment, V.I.P., Kaikhali, Chiriamore, Madhya Para, P.O. & P.S.-Airport, Kolkata-700052, in the District of North 24 Parganas, in the state of West Bengal, India, represented by its Director namely **MR. DINESH PRASAD**, Son of Sri Dhanush Dhaul Prasad, [having PAN : ALFPP7296M], [having Aadhaar No : 6455 8050 8742], [having DIN : 03073554], residing at Kalipark, P.O.-Rajarhat Gopalpur, P.S.-Narayanpur, Kolkata-700136, in the District of North 24 Parganas, in the state of West Bengal, India, pursuant to the authority under Board Resolution dated **10.04.2022**, hereinafter referred to and called as the **"DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office/interest, legal representatives and administrators) of the **OTHER PART**.

**Land Owners and Developer collectively Parties and individually Party.**

**NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-**

**Subject to Matter of Development : ALL THAT** piece and parcel of vacant Land [Classified as **Bastu Land**], measuring an area about **58 [Fifty] Decimals** be the same a little more or less, [i.e. 07(Seven) Decimals [Share 2500], in R.S. & L.R. Dag No. 2286, 13(Thirteen) Decimals [Share 4062], in R.S. & L.R. Dag No. 2287, 30(Thirty) Decimals [Share 4009], in R.S. & L.R. Dag No. 2288, 07(Seven) Decimals [Share 906], in R.S. & L.R. Dag No. 2288, and 01(One) Decimal [Share 1250], in R.S. & L.R. Dag No. 2288/3020], comprised in C.S. Khatian No. 134, 461, 491 & 503, corresponding to R.S. Khatian No. 6, 429, 438, 902 & 1384, appertaining to **L.R. Khatian No.24770 and 24847**, corresponding to C.S. Dag No. 3300, 3301 & 3302, appertaining to **R.S. & L.R. Dag No. 2286, 2287, 2288 and 2288/3020**, lying and situated at **MOUZA-GOPALPUR**, J.L.No.2, Re.Sa. No.140, Touzi No.2998, at **Tentultala, P.O.-R.Gopalpur, P.S.-Narayanpur** formerly **Airport, Kolkata-700136**, in the District North 24-Parganas, within the jurisdiction of A.D.S.R.O. Bidhan Nagar (Salt Lake City), within the local limit of Rajarhat Gopalpur Municipality, under Ward No."03", being Holding No.RCM-6/4/2, BL-4, Tentultala-Narayanpur, now is under Bidhannagar Municipal Corporation, within Ward No."04", in the District of North 24 Parganas, in the state of West Bengal, India morefully described in the First Schedule hereunder written, [**SAID PROPERTY**].

**Background, Representations, Warranties and Covenants :**

**Representations and Warranties Regarding Title :** The Landowner have made the following representation and given the following warranties to the Developer regarding title.

**CHAIN AND TITLE REGARDING OWNERSHIP OF M/S. DEWKI REALTORS PVT. LTD, THE LAND OWNER HEREIN, BEING R.S. & L.R. DAG NO. 2286, 2287, 2288 and 2288/3020, IN MOUZA-GOPALPUR, AS FOLLOWS : -**

**Land purchased by Dewki Realtors :** by virtue of a registered Deed of Conveyance dated 30<sup>th</sup> day of December, 2019, one **M/s. Dewki Realtors Private Limited**, a Private Limited Company, purchased of ALL THAT piece and parcel of land [classified as Bastu Land], measuring an area about 31[Thirty One] Cottahs 04[Four] Chittacks 42.5[Forty Two point Five] Sq.Ft. be the same a little more or less, equivalent to 51[Fifty One] Decimals [i.e. 07(Seven) Decimals in R.S. & L.R. Dag No. 2286, 13(Thirteen) Decimals in R.S. & L.R. Dag No. 2287, 30(Thirty) Decimals in R.S. & L.R. Dag No.2288, and 01(One) Decimal in R.S. & L.R. Dag No. 2288/3020] along with three individual asbestos shed structure measuring about 411 Sq.Ft., 985 Sq.Ft. and 804 Sq.Ft. more or less in total 2200 Sq.Ft. more or less, comprised in C.S. Khatian No. 134, 461, 491 & 503, corresponding to R.S. Khatian No.6, 429, 438, 902 & 1384, appertaining to L.R. Khatian No.23955 and 23956, corresponding to C.S. Dag No. 3300, 3301 & 3302, appertaining to R.S. & L.R. Dag No. 2286, 2287, 2288 and 2288/3020, lying and situated at under Mouza-Gopalpur, J.L.No.2, Re.Sa. No.140, Touzi No.2998, at Tentultala, P.O.-R.Gopalpur, P.S. Narayanpur formerly Airport, Kolkata-700136, in the District North 24-Parganas, within the jurisdiction of A.D.S.R. Bidhan Nagar (Salt Lake City), within the local limit of Rajarhat Gopalpur Municipality, under ward No."03", being Holding No.RGM-6/4/2, Bl-F, Tentulata-Narayanpur, now is under Bidhannagar Municipal Corporation, within Ward No. "04", in the District of North 24 Parganas, in the state of West Bengal, India, from **M/s. Priya Food Products Limited**, a company incorporated under the provision of Companies Act, 1956, and the said Deed of Conveyance was registered at the office of A.R.A.-III, Kolkata, duly recorded in Book No.I, Volume No. 1903-2020, Pages from 17932 to 17969, being Deed No.190307524 for the year 2019, against the valuable consideration mentioned therein.

**Land purchased by Dewki Realtors :** by virtue of a registered Deed of Conveyance dated 7<sup>th</sup> day of August, 2020, one **M/s. Dewki Realtors Private Limited**, a Private Limited Company, purchased of ALL THAT piece and parcel of land [classified as Bastu Land], measuring an area about 07[Seven] Decimals equivalent to 04[Four] Cottahs 00[Zero] Chittacks 39[Thirty Nine] Sq.Ft. be the same a little more or less, along with One Single Storied Pucca Structure measuring about 300 Sq.Ft. more or less (approx), be the same a little more or less, comprised in R.S. Khatian No.6, under R.S. Dag No.2288, corresponding to L.R. Khatian No. 3690, under L.R. Dag No.2288, lying and situated at Mouza-Gopalpur, J.L.No.2, Re.Sa. No.140, Touzi No.2998, at Tentultala, P.O.-R. Gopalpur, P.S.-Airport presently Narayanpur, Kolkata-700136, within the jurisdiction of Additional District Sub Registry Office at Bidhan Nagar (Salt Lake City), within the local limits of Rajarhat Gopalpur Municipality, now under the Bidhannagar Municipal Corporation, within Ward No."04", bearing Holding No.63, and Assessee No. 20033111249, in the District of North 24 Parganas, in the state of West Bengal, India, from Sri Swapan Kumar Ghosh, son of Late Sudhir Kumar Ghosh, and the said Deed of Conveyance was registered at the office of A.R.A.-III, Kolkata, duly recorded in Book No I, Volume No. 1903-2020, Pages from 147010 to 147034, being Deed No.190302989 for the year 2020 against the valuable consideration mentioned therein.

**Record by M/s. Dewki Realtors Private Limited :** Thus on the basis of aforesaid Purchase the said Dewki Realtors Private Limited recorded its name into the record of Block Land and Land Reforms Rajarhat, Government of West Bengal, vide Two L.R. Khatian Nos. 24770 & 24847, under L.R. Dag Nos. 2286, 2287, 2288, 2288/3020, in the following manners :

L.R. DAG NO.	L.R. KHA. NO.	NATURE OF LAND	SHARE OF LAND	AREA OF LAND (Decimals)
2286	24847	BASTU	2500	07 Decimals
2287	24847	BASTU	4062	13 Decimals
2288	24847	BASTU	4009	30 Decimals
2288/3020	24847	BASTU	1250	01 Decimals
2288	24770	BASTU	906	07 Decimals
<b>Total Land Area = 58 Fifty Eight Decimals</b>				

**Absolute ownership of M/s. Dewki Realtors Private Limited :** Thus on the basis of aforementioned facts, events and circumstances and on the basis of Record of Right the said M/s. Dewki Realtors Private Limited, became the absolute owners of the "Said Property", which is morefully and particularly described in the First Schedule hereunder written hereunder and thereafter the said M/s. Dewki Realtors Private Limited, sanctioned a Site Plan vide No. 215/20-21 dated 30.03.2021 and a Building Plan vide BMC/BPN/RG/817/78/20-21(2/2), dated 10.09.2021 from the concerned authority of Bidhan Nagar Municipal Corporation, after demolished the existing structures standing on the premises and paying such taxes and/or Government Rents to the concerned authorities regularly as an absolute owner.

**Desire of Development :** the landowners herein decided to develop the said vacant land measuring an area about 58 [Fifty] Decimals be the same a little more or less, in the form of few numbers of Multi storied Blocks or Buildings within a Project, consisting of several self-contained, independent, habitable conditions of Flats, garages, Car Parking spaces and commercial units, but due to its different engagement and inconvenience intend to entrust the proposed development to a reputed Developer who could at It's cost and expenses and responsibilities using standard quality of building raw materials and accessories and modern amenities and facilities, strictly adherence to the sanctioned subsequent modified amended or revised building plan without making the first Part any sorts of financial and other liabilities and hazards within the time frame shall complete the project and having so contemplated the First Part published their such intention.

**Desire of Development of the land and Acceptance by the Developer :** The said owner herein express their desires to develop the aforesaid land by constructing a multi storied building thereon and the Developer accepted the said proposal and the Owners have decided to enter into registered Development Agreement with the Developer herein as per terms of agreement for the land mentioned above and explicitly in the First Schedule hereunder written and to avoid future contradiction and confrontation both the parties have agreed to execute a formal Development Agreement with proper notification of the allocation shared between the landowner and developer.

**Registered Power of Attorney :** For the smooth running of the said project the landowner herein "M/s. Dewki Realtors Private Limited" a Private Limited Company, having its office at 109/6, PK Guha Road, P.O. & P.S.-Dum Dum, Kolkata-700028, in the District of North 24 Parganas, in the state of West Bengal, India, have agreed to execute a

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Registered Power of Attorney, by which the landowner herein have appointed and nominated the "M/s. Krishti Construction Pvt. Ltd." a Private Limited Company, incorporated under the companies Act 1956, having its Registered Office at Krishti Apartment, V.I.P., Kalkhali, Chiriamore, Madhya Para, P.O. & P.S.-Airport, Kolkata-700052, in the District of North 24 Parganas, in the state of West Bengal, India.

**NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH AS FOLLOWS :-**

**ARTICLE - I, DEFINITION**

- 1.1 **BUILDINGS/PROJECT** : shall mean numbers of Multi storied Blocks/Buildings which is Part of a Project so to be constructed on the said premises of the landowner which is also sanctioned by the Bidhan Nagar Municipal Corporation, morefully described in the First Schedule written herein below.
- 1.2 **COMMON FACILITIES AND AMENITIES OF THE BLOCKS/BUILDINGS** : shall mean entrance of the building, staircase, lift, roof of the building, pump room, overhead water tank, water pump and motor and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 1.3 **COMMON FACILITIES AND AMENITIES OF THE PROJECT** : shall mean entrance of the Project, pump room, water pump and motor, security room, internal Passage, walk ways, and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 1.4 **SALABLE SPACE** : shall mean the space within the Blocks/Buildings, which is to be available as an unit / flat for independent use and occupation in respect of Owner's Allocation & Developer's Allocation as mentioned in this Agreement.
- 1.5 **LANDOWNER ALLOCATION** : Owners will get total 44% including Super Built-up area including Staircase, Lift, Lobby area as per Sanctioned building plan and the Owners allocation area will be settled by the supplementary agreement in the form of **18[Eighteen] Nos of self contained, independent, habitable conditioned of Units/Flat & 4 Nos. of Car Parking Spaces i.e.**

Block No.	Flat No	Floor No.
A	A	1 <sup>st</sup> Floor
A	B	1 <sup>st</sup> Floor
A	C	1 <sup>st</sup> Floor
A	D	1 <sup>st</sup> Floor
A	E	1 <sup>st</sup> Floor
A	F	1 <sup>st</sup> Floor
B	A	2 <sup>nd</sup> & 6 <sup>th</sup> Floor
B	B	2 <sup>nd</sup> & 6 <sup>th</sup> Floor
B	C	2 <sup>nd</sup> & 6 <sup>th</sup> Floor
B	D	2 <sup>nd</sup> & 6 <sup>th</sup> Floor
B	E	2 <sup>nd</sup> & 6 <sup>th</sup> Floor
B	F	2 <sup>nd</sup> & 6 <sup>th</sup> Floor

Which to be constructed as per sanctioned building plan, amended thereto and subsequent revised sanctioned building plan with standard quality of building raw materials and accessories with modern facilities and amenities as per the specifications embodied herein and subsequent variations or changes, if any thereto

in respect of the owners allocation. Subject to mutual discussion by and between the Land owner and Developer herein and apart from this developer shall pay refundable or adjustable interest free security deposit of **Rs.11,81,00,000/- (Rupees Eleven Crore Eighty One Lac) only** out of which **Rs.3,00,00,000/- (Rupees Three Crore) only** at the time of execution of Registered Development Agreement and **Rs. 1,00,00,000/- (Rupees One Crore)** Only after Six to Seven Months from the date of execution of this Agreement, and the balance Security money will be given after 18 [Eighteen] Months from the date of execution of this Agreement and a grace period of 2 [Two] Months if any natural climates arise, and the said owner's allocation will be specifically mentioned by supplementary Agreement.

- 1.6 **DEVELOPER'S ALLOCATION** : Shall mean save and except the owner's allocation all the remaining constructed area of the proposed multistoried storied 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 herein below.
- 1.7 **ARCHITECT/ ENGINEER** : Shall mean such an Architect or a firm of Architects, to be appointed by the Developer who will authenticate the building plan for the proposed Multi storied building and obtain the proposed building plan sanctioned by the Bidhan Nagar Municipal Corporation or any other statutory bodies provided in law having the power to sanction of such building plan.
- 1.8 **SANCTIONED PLAN** : Shall mean such a plan of multi storied Building/Blocks prepared and/or authenticated by an Architect for the construction of the new building or buildings and sanctioned by the Bidhan Nagar Municipal Corporation, and/or any other competent authority empowered to sanction building plans within the District of North 24-Parganas. Subsequent its modification, amendment or revised building plan.
- 1.9 **TRANSFER** : with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the landowners as a transfer of space in the said building to intending purchasers thereof.
- 1.10 **PROPERTY TO BE DEVELOPED** : **ALL THAT** piece and parcel of vacant Land [Classified as **Bastu Land**], measuring an area about **58 [Fifty] Decimals** be the same a little more or less, comprised in C.S. Khatian No. 134, 461, 491 & 503, corresponding to R.S. Khatian No. 6, 429, 438, 902 & 1384, appertaining to **L.R. Khatian No.24770 and 24847**, corresponding to C.S. Dag No. 3300, 3301 & 3302, appertaining to **R.S. & L.R. Dag No. 2286, 2287, 2288 and 2288/3020**, lying and situated at **MOUZA-GOPALPUR, J.L.No.2, Re.Sa. No.140, Touzi No.2998, at Tentultala, P.O.-R.Gopalpur, P.S.-Narayanpur formerly Airport, Kolkata-700136**, in the District North 24-Parganas, within the jurisdiction of A.D.S.R.O. Bidhan Nagar (Salt Lake City), within the local limit of Rajarhat Gopalpur Municipality, under Ward No."03", being Holding No.RGM-6/4/2,BL-F, & Holding No.63, and Assessee No. 20033111249, Tentultala-Narayanpur, now is under Bidhannagar Municipal Corporation, within **Ward No."04"**, in the District of North 24-Parganas, in the state of West Bengal, India, morefully described in the First Schedule hereunder written.
- 1.11 **BUILT UP AREA (For any individual unit)** : Here Built up area means the area covered with outer wall and constructed for the unit including fifty percent area

covered by the common partition wall between two units and cent percent area covered by the individual wall for the said unit.

- 1.12 **COVERED AREA (For any individual unit)** : Here covered area means total build up area for any unit plus proportionate share of stairs, lobby.
- 1.13 **SUPER BUILT UP AREA (For any individual unit)** : Here Super Built Up area means the total covered area plus proportionate share of service area.

#### **ARTICLE - II, COMMENCEMENT**

- 2.1 This Agreement shall be deemed to have been commenced on and with effect from **22<sup>nd</sup> Day of April, 2022.**

#### **ARTICLE - III, LANDOWNER RIGHT & REPRESENTATION**

- 3.1 **Indemnified regarding Possession & Delivery:** The Landowner/s is now seized and possessed of and/or otherwise well and sufficiently entitled to the said premises/project property in as it is condition and shall deliver physically as well as identical possession to the developer to develop the said Premises/project property.
- 3.2 **Free from Encumbrances :** The owner/s also indemnify the project property is free from all encumbrances and the landowner/s have marketable title in respect of the said premises and if any dispute arises out of the above mentioned titled of the property in that event owner/s will liable to solve the same at their own cost and expenses.

#### **ARTICLE - IV, DEVELOPER'S RIGHTS**

- 4.1 **Authority of the Developer :** The Developer shall have authority to deal with the property in terms the 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.
- 4.2 **Right of Construction:** The landowner/s hereby grant permission, subject to what have been hereunder provided, exclusive rights to the developer to complete the Project upon the said premises in accordance with the plan sanctioned by the competent authority or the authority concern in the name of the landowner/s with or without any amendment and/or modification there to be made or caused to be made by the parties thereto.
- 4.3 **Documents Related to the Property :** All applications, plans and other papers and documents that may be required by the developer for the purpose of obtaining necessary sanction from the competent authority or the authority concern shall be prepared and submitted by the developer on behalf of the landowner/s and the landowner/s shall sign all such plans, application, other papers and documents as and when necessary and all costs expenses including plan sanctioning costs will be borne by the Developer and all Original Documents in respect of the land handover to the developer by the owner and thereafter the said all the original documents and papers in respect of project handover by the developer to the Association of the building in accordance with law.
- 4.4 **Construction Cost :** That the Developer shall carry total construction work of the proposed building at their own costs and will take the sale proceeds of Developer's Allocation exclusively.

- 4.5 **Booking and Agreement For Sale** : Booking from Intending Purchaser/s for Developer's Allocation as per terms of Development Agreement the said possession area will be taken by the developer and the agreement for sale with the intending purchaser/s will be signed by the Developer and on behalf of the landowner by virtue of a Registered Power of Attorney as constituted attorney. All the sales 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 Owner.
- 4.6 **Selling Rate** : The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the landowner.
- 4.7 **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 Owner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 4.8 **Possession to the Owner** : On completion of the Project the developer will immediate handover undisputed vacant possession of the Owner's Allocation to the owner together with all rights of the common facilities and amenities having been completed in all respect as agreed hereunder to the owner with Possession Letter within 36(Thirty Six) Months from the date of execution of this Agreement and if necessary time required for completion of the project then time will be automatically extended for another 06[Six] Months for Force Majeure.
- 4.9 **Possession to the Intending Purchaser/s** : when the selling units are ready for giving possession to the intending Purchaser/s, possession letters will be signed by the Developer as the representatives and Power of Attorney holders of the landowner/s.
- 4.10 **Deed of Conveyance** : The Deed of Conveyance of Developer's Allocation will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holders of the landowner, and the landowner/s indemnified will also sign as confirming party, if needed.
- 4.11 **Construction Cost & Liabilities** : All construction cost will be borne by the developer and no liability on account of construction cost will be charged from Owner Allocation.

#### **ARTICLE - V, CONSIDERATION**

- 5.1 **Permission Against Consideration**: The Developer has agreed to build the said proposed Project [including numbers Blocks/Building] at their own cost and expenses as per sanctioned and on construction and landowner/s shall not be required to contribute any sums towards the construction of the said building or buildings on the said premises and the developer have agreed to provide the landowner the space defined in Owner's Allocation.
- 5.2 In consideration of the landowner/s having agreed to grant exclusive right for developing the said premises in addition to the Owner's Allocation as herein provided, as mentioned earlier.
- 5.3 The Developer has agreed to make and bear several necessary expenses as consideration for the purpose of development of the said premises and/or this development agreement and such consideration for all practical purposes will be deemed to be apparent consideration on the part of the Developer without any right of reimbursement from the owners as follows-



- (a) Space allocation to the landowner.
  - (b) Costs, charges and expenses incurred for construction erection and completion of the said new building at the said premises.
  - (c) Costs, charges and expenses incurred for engagement of Engineers, if any and also sewerage, drainage and other connections.
  - (d) Fees payable to Architect and/or the Engineers as also fees payable to the competent authority or the authority concern for the purpose of obtaining necessary permission of sanction for sewerage, drainage and water connection.
  - (f) Legal expenses incurred and paid for this Development Agreement and all other expenses and charges for the purpose of development of the said premises.
  - (g) Cost of supervision of construction of the Owners Allocation of the said premises.
- 5.4 The landowner/s having agreed to grant exclusive right for developing the said premises in term of these presents the developer has agreed, undertaken to build the said building at it's own costs and expenses and the landowner/s shall not be required to contribute any sum towards construction of the said building and or development of the land.

#### **ARTICLE - VI, PROCEDURE**

- 6.1. **Procedure** : The landowner/s shall grant to the developer Registered Power of Attorney as may be required for the purpose of revised sanction of plan and all necessary permission and further sanction from different authorities in connection with the construction of the building/project and also for pursuing and following up the matter with the competent authority or the authority concern and other authorities and also for selling, transferring and conveying Developer's Allocation and for executing deed of conveyance and handing over physical as well as legal and identical position of the Developer's Allocation to the intending purchaser/purchasers.

#### **ARTICLE - VII, DEALING OF SPACE IN THE BUILDING**

- 7.1 **Exclusive Power of Dealings of Owner** : The landowner/s shall be entitled to transfer or otherwise deal with Owner's Allocation in the building / block and the Developer shall not in any way interfere with or disturb the quite and peaceful possession of the Owner's Allocation.
- 7.2 **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/s and the landowner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.
- 7.3 In so far as necessary all dealing by the Developer's in respect of the building including Agreement for Sale or any kind of transfer receiving advance money concerning Developer's Allocation shall be in the name of the landowner for which purpose of the landowner undertake to give the developer or the Developer's agent, a Registered General Power of Attorney in a form and manner required by the Developer. It being understood that such dealing shall not in any manner fasten or create any financial liability upon the landowner/s.

Provided however the cost of conveyance or conveyances including Non-Judicial Stamps and Registration expenses and all other legal expenses shall be borne and paid by the developer or by the developer's such nominee or nominees.

### **ARTICLE - VIII, SPACE ALLOCATION**

- 8.1 On completion of the proposed building and after obtaining possession of the Owners' Allocation, the landowner/s owners shall transfer her allotted portion to any third party.

### **ARTICLE - IX, NEW BUILDING**

- 9.1 **Completion of Project :** The Developer shall construct the buildings at its own costs, and complete the project at the said premises in accordance with the sanctioned plan with good and standard material as may be specified by the Engineer/Architect from time to time.
- 9.2 **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 C.E.S.C/ W.B.S.E.D.C.L. and until permanent electric connection will be obtained temporary electric connection shall be provide in a residential/commercial building having self-contained apartments and constructed for sale of units therein on ownership basis and as mutually agreed upon.
- 9.3 **Architect Fee Etc. :** All costs, charges and expenses including Architect's fees shall be discharged and paid by the Developer and the landowner shall bear no responsibility in this context.
- 9.4 **Municipal Taxes & Other Taxes of the Property :** The landowner/s shall pay and clear up all the arrears on account of Bidhan Nagar Municipal Corporation / B.&.L.R.O tax or any other taxes and outgoing of the said premises upto the date of this agreement.

From the date of completion and allocation of the floor area between the landowner/s and the developer the taxes and all others taxes payable for the said property shall be borne in proportionate of area of developer and area of landowner/s by the landowner and developer and/or their nominees respectively.

- 9.5 **Upkeep Repair and Maintenance :** Upkeep repair and maintenance of the said Project 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 portion thereof.

### **ARTICLE - X, COMMON FACILITIES**

- 10.1 **The Developer shall Bear :** The owners shall pay and bear the all property taxes and other dues and outgoings in respect of the said premises according to dues till the handover of property to the developer.
- 10.2 **Delivery of Possession :** As soon as the Project at the said premises is completed the developer shall give written notice to the landowner requiring the landowner/s to take possession of the Land Owner's Allocation in the Blocks/Buildings of the |Project if there is no dispute regarding the completion of the building in term of the agreement and according to the specification and plan thereof, and certificate of the Architect/L.B.S. or the authority being provided to that effect,

- 10.3 **Payment of Municipal Taxes & Other Taxes:** The landowner/s and the developer shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the landowner/s and developer.
- 10.4 **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the landowner/s 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 project payable in respect of the Owner Allocation 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 Provided.
- 10.5 The landowner/s shall not do any act, deed or things, whereby the developer may be prevented from construction and completion of the said building.

#### **ARTICLE - XI, COMMON RESTRICTION**

11. The Owner's Allocation in the building shall be subject at to the same restriction and use as are applicable to the Developer's Allocation in the Project intended for common benefits of all occupiers of the building/project which shall include **as follows :-**
- 11.1 Neither party shall use or permit to be used the respective allocation in the Project 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 Project.
- 11.2 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.
- 11.3 Neither party shall transfer or permit to transfer of his/her/their respective allocation or any portion thereof unless(s) such party shall have observed and performed all to the and condition on his/her/their respective part to be observed and/or performed (n) 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 his/her/their possession.
- 11.4 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.
- 11.5 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 Project 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 Project indemnified from and against the consequence of any breach.
- 11.6 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 Project 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.

- 11.7 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/project or in the compound corridor or any other portion or portions of the building.

#### **ARTICLE - XII, OWNERS' OBLIGATION**

**12.1 No Interference :**

**The landowner/s hereby agrees and covenants with the developer :**

Not to cause any interference or hindrance in the construction of the Project at the said premises.

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 at the said premises.

Not to let out, grant, lease, mortgage and/or charge the said premises or any portion thereof without the consent in writing of the developer during the period of construction.

- 12.2 Land Owner's permit to Developer :** The landowner/s already shall permit the developer and its servants and agents with or without workmen and others at all reasonable times to enter into an upon the Owner's Allocation and every part thereof for the purpose of repairing, maintaining Project, cleaning, lighting and keeping in order and good condition any common facility and/or for the purpose of putting down maintaining, repairing and testing drains, with other neighbor plots in that case the area of the landowner/s will be proportionate to their land ratio and on agreement the landowner/s will give identical possession of existing land and also registered Power of Attorney in favour of the developer.

- 12.5 Warranties :** It is settled in between the parties herein that during the period of construction, if any disputes will arise regarding the title of the land in question, the costs and consequences will be borne by the landowner herein.

#### **ARTICLE - XIII, DEVELOPER'S OBLIGATIONS**

- 13.1 Time Schedule of Handing Over Owner's Allocation :** The Developer hereby agrees and covenants with the landowner/s to complete the construction of the Project within stipulated period of 36 [Thirty Six] Months from the date of execution of Development Agreement and Power of attorney and a grace period of 06[Six] Months if needed.

- 13.2 No Violation :** The Developer hereby agrees and covenants with the landowner/s not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

The Developer hereby agrees and covenants with the landowner/s not to do any act, deed or thing, whereby the landowner/s to be prevented from enjoying, selling, assigning and/or disposing of any Owner's Allocation in the building at the said premises vice versa.

The Developer shall provided amenities and fixture in the Owner's Allocation as per specification attached herewith.

In Case there is any accident in the aforesaid construction project, the developer shall be fully responsible for all the consequences of the same under the Workman Compensation Act or any other Acts in force.

**ARTICLE - XIV, OWNERS' INDEMNITY**

14. **Indemnity** : The landowner/s hereby undertakes 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 fulfill the terms and conditions herein contained and / or its part to be observed and performed and the landowner/s also maintain as per terms and norms of the project which has been settled by the developer through the Flat owners Association.

**ARTICLE - XV, DEVELOPER'S INDEMNITY**

15. **The developer hereby undertakes to keep the landowner :**

Indemnified against third party claiming and actions arising out of any sort of act of occupation commission of the developer in relation to the construction of the said Building.

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.

**ARTICLE - XVI, MISCELLANEOUS**

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

Immediately upon the developer obtaining vacant possessions of the premises so far the developer shall be entitled to start construction if law of the land so permits otherwise shall start construction on obtaining sanction of the building plan from the competent authority.

- 16.2 **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/s hereby undertakes 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 authorization 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 owners and/or against the spirit of these presents.

- 16.3 **Not Responsible** : The landowner/s shall not be liable or 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 .

- 16.4 **Process of Issuing Notice :** Any notice required to be given by the developer to the landowner/s shall without prejudice to any other mode of service available be deemed to have been served on the landowner/s 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/s if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgement to the registered office of the developer.
- 16.5 **Formation of Association:** The Developer and the Landowner/s jointly shall frame scheme for the management and the administration of the said Project and/or common parts thereof. After the completion of the said Buildings/Project and receiving peaceful possession of the allocation of the, the landowner hereby agree to abide by all the rules and regulations to be framed by any society/association /holding organization and/or any other organization, who will be in charge or such management of the affairs of the buildings/project and/or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 16.6 **Affidavit :** That any affidavit is required before the First Class Magistrate oath by declaring / owner for no mortgage and/or sold the schedule mentioned property.
- 16.7 **Name of The Project :** The name of the Project shall selected by the developer.
- 16.8 **Right to Borrow Fund :** The developer be entitled to borrow money at their own risk and responsibility from any Bank or Bank does any financial institution without creating any financial liability of the landowner or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the landowner/s nor any of 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.
- 16.9 **Responsible :** As and from the date of completion of the Project the developer and/or its transferees and the landowner/s and/or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes & outgoing payable in respect of their respective spaces.
- 16.10 **Documentation:** The original Title Deeds and other original documents relating to the said premises will be in the custody of the Developer and the said will be handover by the owner to the developer at the time of execution of this agreement and who will give copy of the same to the Owners and the prospective purchaser of the owner's allotted share of flats, shop, car parking spaces will be at liberty to inspect the same as and when required. The Developer will render or undertake to produce the original Title Deeds before the authority/authorities or the intending purchaser/s as and when so required. The Developer also undertakes to allow inspection of the said Title Deeds to the Owners or its/purchaser/s or the Bank or any other financial authority concern or their agents as and when as required and the original all papers in respect of the land will be deposit to the association after completion of the new proposed building.
- 16.11 **Disputes:** If any dispute arises regarding title or papers during the period of construction, the owner will take all responsibility and/or liabilities including expenses required for the same AND the developer will finished the project by all good quality materials.

- 16.12 **Specifications of Construction:** The Project proposed to be constructed by the developer shall be made in accordance with the specification morefully and particularly mentioned and described in the Fourth Schedule herein written.

### ARTICLE - XVII, FORCE MAJEURE

- 17.1 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.
- 17.2 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.

### ARTICLE - XVIII, DISPUTES

18. 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 and finally resolved by arbitration under the Arbitration & Conciliation Act, 1996, with modification made from time to time in English Languages and character only. In this regard, the parties irrevocably agree that.

**Constitution of Arbitral Tribunal :** The Arbitral Tribunal shall consist of one arbitrator, who shall be an advocate, to be nominated jointly by the Legal Advisor of the Developer and the Owner.

**Place :** The Place of Arbitration shall be under the absolute jurisdiction.

**Binding Effect :** The Tribunal shall have summery power and be entitled to give interim awards/directions regarding the disputes and shall have 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.

### ARTICLE - XIX, JURISDICTION

- 18.1 In Connection with the aforesaid arbitral or legal proceedings under the District Judges Court of North 24-Parganas and High Court of Kolkata shall have the Jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto.

### THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Property)

**ALL THAT** piece and parcel of vacant **Land** [Classified as **Bastu Land**], measuring an area about **58 [Fifty] Decimals** be the same a little more or less, comprised in C.S. Khatian No. 134, 461, 491 & 503, corresponding to R.S. Khatian No. 6, 429, 438, 902 & 1384, appertaining to **L.R. Khatian No.24770 and 24847**, corresponding to C.S. Dag No. 3300, 3301 & 3302, appertaining to **R.S. & L.R. Dag No. 2286, 2287, 2288 and 2288/3020**, lying and situated at **MOUZA-GOPALPUR, J L.No.2, Re.Sa. No.140, Touzi No.2998, at Tentultala, P.O.-R.Gopalpur, P.S.-Narayanpur formerly Airport, Kolkata-700136**, in the District North 24-Parganas, within the jurisdiction of A.D.S.R.O. Bidhan Nagar (Salt Lake City), within the local limit of Rajarhat Gopalpur Municipality, under Ward No."03", being Holding No.RGM-6/4/2,BL-F, & Holding No.63, and Assessee No.20033111249, Tentultala -Narayanpur, now is under Bidhannagar Municipal Corporation, within **Ward No."04"**, in

the District of North 24 Parganas, in the state of West Bengal, India and the details of Land herby developed as follows :-

L.R. DAG NO.	L.R. KHA. NO.	NATURE OF LAND	SHARE OF LAND	AREA OF LAND (Decimals)
2286	24847	BASTU	2500	07 Decimals
2287	24847	BASTU	4062	13 Decimals
2288	24847	BASTU	4009	30 Decimals
2288/3020	24847	BASTU	1250	01 Decimals
2288	24770	BASTU	906	07 Decimals
<b>Total Land Area = 58 Fifty Eight Decimals</b>				

which is butted and bounded as follows :-

<b>On The North-Western By</b>	::	G+IV storied Building;
<b>On The North-Eastern By</b>	::	Land of L.R. Dag No. 2288;
<b>On The South-Western By</b>	::	III Storied Building
<b>On The South-Eastern By</b>	::	35'-00" App. wide PWD Road [91Bus Route];

### THE SECOND SCHEDULE ABOVE REFERRED TO

**LANDOWNER'S ALLOCATION** : The landowner/s 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 Project including multi storied Blocks/Buildings in accordance with sanctioned plan so to be sanctioned by competent authority or the authority concern over and above the same will be entitled to have the allocation in the manner as follows;

**The Owner's Allocation will be allotted as follows :-**

The Owners will get total 44% Super Built-up area including Staircase, Lift, Lobby area as per Sanctioned building plan and the Owners allocation area will be settled by the supplementary agreement in the form of 18[EIGHTEEN] Nos of self contained, independent, habitable conditioned of Units/Flat & 4 Nos. of Car Parking Spaces i.e.

Block No.	Flat No	Floor No.
A	A	1 <sup>st</sup> Floor
A	B	1 <sup>st</sup> Floor
A	C	1 <sup>st</sup> Floor
A	D	1 <sup>st</sup> Floor
A	E	1 <sup>st</sup> Floor
A	F	1 <sup>st</sup> Floor
B	A	2 <sup>nd</sup> & 6 <sup>th</sup> Floor
B	B	2 <sup>nd</sup> & 6 <sup>th</sup> Floor
B	C	2 <sup>nd</sup> & 6 <sup>th</sup> Floor
B	D	2 <sup>nd</sup> & 6 <sup>th</sup> Floor
B	E	2 <sup>nd</sup> & 6 <sup>th</sup> Floor
B	F	2 <sup>nd</sup> & 6 <sup>th</sup> Floor

Which to be constructed as per sanctioned building plan, amended thereto and subsequent revised sanctioned building plan with standard quality of building raw materials and accessories with modern facilities and amenities as per the



specifications embodied herein and subsequent variations or changes, if any thereto in respect of the owners allocation. Subject to mutual discussion by and between the Land owner and Developer herein and apart from this developer shall pay refundable or adjustable interest free security deposit of **Rs.11,81,00,000/- (Rupees Eleven Crore Eighty One Lac)** only out of which **Rs.3,00,00,000/- (Rupees Three Crore)** only at the time of execution of Registered Development Agreement and **Rs. 1,00,00,000/- (Rupees One Crore)** Only after Six to Seven Months from the date of execution of this Agreement, and the Balance Security money will be given after 18 [Eighteen] Months from the date of execution of this Agreement and a grace period of 2 [Two] Months if any natural climates arise and the said owners allocation will be specifically mentioned by supplementary Agreement.

1. The aforesaid owner's allocated Flats and Car Parking Spaces will be in habitable condition including undivided proportionate and impartible share of the land, common facilities, common parts and common amenities of the Project and/or Blocks/Buildings and the said property together with the undivided, proportionate and impartible share of land with all their amenities and facilities as mentioned in the fourth schedule hereunder written and before booking of the flat & others the developer will be decided the proper allocation of owner allocation habitable conditions together with all other common facilities of the said proposed building.
2. It is also settled that except the Owner's Allocation as described above, the Owner will not get any area for the construction for the multi storied building so to be constructed by the Developer on the land in question. The other areas will be the exclusive consideration of the Developer.
3. It is also settled that on agreement, the owner will give identical possession of existing land and also registered Power of Attorney in favour of the developer for acting in accordance with the clauses and powers delivered to the developer by the landowner.
4. The landowner will also give permission to amalgamate their plot with other neighbor plots and the land owner shall handover the project property after execution of this Agreement to the developer for the promotion of land.

### **THE THIRD SCHEDULE ABOVE REFERRED TO**

*(Developer's Allocation)*

**DEVELOPER'S ALLOCATION** : shall mean all the remaining portion of the entire building within the project (excluding Owner's Allocation described above) including the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the Developer after providing the owner's allocation as aforesaid and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser/purchasers teamsters, by and mode of transfer of property act and/or lease, let out, or in any manner may with the same.

### **THE FOURTH SCHEDULE ABOVE REFERRED TO**

**[SPECIFICATION OF WORK]**

1. **STRUCTURE** : RCC foundation and framed structure for Project as per Architectural and Structural design calculation sheet as approved by authority concern;

2. **Brick work & Plastering** : Outer wall will be 5" thick, main wall and partition wall will be 3" thick with H.B. Netting and all inside and outside wall will be finished with cement plaster.
3. **Floors** : Entire building Floor will be vitrified tiles and 4'-00" height skirting shall be provided..
4. **Door and Frames** : Door's Frames are made of standard Wooden frames and approved quality. Main door and inside doors will be of Flush Door and shutters will be commercial solid type flush fitted with ring D handled and tower bolt, stopper, buffer and hsp bolt, 2'-0" PVC door for bath and privy.
5. **Windows** : approved quality glazed Aluminum Sliding windows with integrated grills including 3 mm Glass panels.
6. **Kitchen** : The Kitchen table top is made of 2'-6" wide Black Stone. Ceramic Tiles are fitted on the back side wall of tables and sink upto 1'-9" height from the table top level and Kitchen will be provided with 1 (One) points of CP Bip Cock/Stop Cock/Pillar Cock and CP waste of good quality branded.
7. **Toilet** : Two Western type commode in toilets and one shower and two bib cock of ISI standard quality tap, with ceramic tiles [12" x 18"] upto 5'-0" high.
8. **Drawing/Dining** : One Basin provided in the Drawing-cum-Dining Room.
9. **Water Supply** : All internal water lines are concealed of PVC pipes. Outside water pipe lines are high density PVC Deep tube well is provided for water supply and stored in over head tank or 24 hours.
10. **Electrical Works** :  
 All electric wiring are concealed throughout the Flats and two light points, one fan points and one 5 Amp Plug Point are provided in each Bed Rooms;  
 One 15 Amp Plug Point, One Light Point and One exhaust fan point are provided in Kitchen;  
 One Light point and One fan point, one TV Point and One Refrigerator point are provided in Drawing-cum-Dining Room;  
 One light point and one exhaust fan point are provided in each Bath Room;  
 One Calling bell point at the main entrance of the Flat;
11. **Painting and Finishing** : Outer side of the walls and common area of the building will be finish with two coats suitable colour painting and the flat and covered space will be finished with Good quality Putty. All Doors and Windows, Grills, Pumps, etc will be painted with primer.
12. **COMMON COST** :- Land Owners shall pay Rs.1,50,000/- (Rupees One Lac Fifty Thousand) only for Individual Transformer, personal Electric Meter and Water treatment purposes and the Purchaser will also pay the Maintenance Charge @ Rs. 1.50 P. per Sq.Ft. per month to the Developer after taking the possession of the above mentioned Flats/Units.

**Extra Works** : Any extra work other than stander specification shall be Charged extra and such amount shall be deposited before the execution of such work will be charged extra.

**Extra Cost to be paid by the Land Owners/Purchaser to the Developer:**

Air Conditioner Point

Extra Geezer Point

For Fifteen Ampere or any Plug Point

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 **OWNER** at Kolkata  
in the presence of :

DEWKI REALTORS PRIVATE LIMITED

*Dewki name embossed*

Director

[Executed by the Director]

**SIGNATURE OF LAND OWNER**

**SIGNED, SEALED AND DELIVERED**

by the **DEVELOPER** at Kolkata  
in the presence of :

KRISHTI CONSTRUCTION PVT. LTD.

*D. Anand Das*

Director

[Executed by the Director]

**SIGNATURE OF DEVELOPER**

**WITNESSES:-**

1. *Rajish Prasad*  
S/o Sree, Dhamesh Cheri Prasad  
Kalipark, Kol. 700134.

2. *Swarona dip Saha.*  
S/o Late Radha Raman Saha.  
102, Ramkrishna garch.  
Kol- 700079

**Composed By**

*Subhankar Dalai*  
Subhankar Dalai  
Kaikhali, Kolkata-700052

Drafted and Prepared by me as per the information's and instructions given by the parties.

*Tanayendra Roy*

[Tanayendra Roy]  
Advocate  
High Court Calcutta

2023-562/24

## RECEIPT

RECEIVED on and from the within named developer the within mentioned Sum of **Rs.3,00,00,000/- (Rupees Three Crore) only** towards the refundable/adjustable security money of this agreement in the manner as follows :-

<b>MEMO OF CONSIDERATION</b>				
DATE	BANK	BRANCH	CHEQUE/NEFT/DD / IMPS/RTGS NO.	AMOUNT (Rs.)
10.04.2022	Bandhan	Narayanpur	RTGS/NEFT	Rs. 9,90,000/-
11.04.2022	Bandhan	Narayanpur	RTGS/NEFT	Rs. 5,10,000/-
11.04.2022	Bandhan	Narayanpur	RTGS/NEFT	Rs. 5,00,000/-
11.04.2022	Bandhan	Narayanpur	RTGS/NEFT	Rs. 5,00,000/-
11.04.2022	Bandhan	Narayanpur	RTGS/NEFT	Rs. 5,00,000/-
11.04.2022	Bandhan	Narayanpur	RTGS/NEFT	Rs. 5,00,000/-
11.04.2022	Bandhan	Narayanpur	RTGS/NEFT	Rs. 5,00,000/-
11.04.2022	Bandhan	Narayanpur	RTGS/NEFT	Rs. 5,00,000/-
11.04.2022	Bandhan	Narayanpur	RTGS/NEFT	Rs. 5,00,000/-
11.04.2022	Bandhan	Narayanpur	RTGS/NEFT	Rs. 5,00,000/-
12.04.2022	Bandhan	Narayanpur	RTGS/NEFT	Rs. 65,00,000/-
12.04.2022	Bandhan	Narayanpur	RTGS/NEFT	Rs. 65,00,000/-
12.04.2022	Bandhan	Narayanpur	RTGS/NEFT	Rs. 65,00,000/-
12.04.2022	Bandhan	Narayanpur	RTGS/NEFT	Rs. 55,00,000/-
<b>Rupees Three Crore) only</b>			<b>Total = Rs.3,00,00,000/-</b>	

DEWKI REALTORS PRIVATE LIMITED

*Dewki nandan Agru*  
Director

(SIGNATURE OF THE LAND OWNER)

**WITNESSES:-**

1. *Rajish, Prasad*

2. *Swarona dip Saha,*



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

GRN Details

GRN: 192022230010419411 Payment Mode: Online Payment  
GRN Date: 19/04/2022 15:52:41 Bank/Gateway: State Bank of India  
BRN : IK0BQIKRYO BRN Date: 19/04/2022 15:04:01  
Payment Status: Successful Payment Ref. No: 2001163806/3/2022  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: Dinesh Prasad  
Address: KALIPARK, P.O- R-GOPALPUR Kolkata-700136  
Mobile: 9051785541  
EMail: dinesh@krishticonstruction.com  
Depositor Status: Buyer/Claimants  
Query No: 2001163806  
Applicant's Name: Mr T ROY  
Identification No: 2001163806/3/2022  
Remarks: Sale, Development Agreement or Construction agreement Payment No 3

T-1762/22












Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001163806/3/2022	Property Registration, Stamp duty	0030-02-103-003-02	74521
2	2001163806/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	300021
			<b>Total</b>	<b>374542</b>

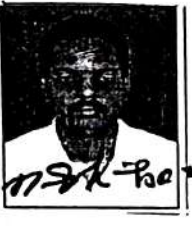








IN WORDS: THREE LAKH SEVENTY FOUR THOUSAND FIVE HUNDRED FORTY TWO ONLY.



**SPECIMEN FROM FOR TEN FINGER PRINTS**

		<b>LITTLE FINGER</b>	<b>RING FINGER</b>	<b>MIDDLE FINGER</b>	<b>FORE FINGER</b>	<b>THUMB</b>
	<b>LEFT HAND</b>					
<i>Dewti nandan Agard</i>		<b>THUMB</b>	<b>FORE FINGER</b>	<b>MIDDLE FINGER</b>	<b>RING FINGER</b>	<b>LITTLE FINGER</b>
	<b>RIGHT HAND</b>					

SIGNATURE *Dewti nandan Agard*

		<b>LITTLE FINGER</b>	<b>RING FINGER</b>	<b>MIDDLE FINGER</b>	<b>FORE FINGER</b>	<b>THUMB</b>
	<b>LEFT HAND</b>					
<i>Ramesh Babu</i>		<b>THUMB</b>	<b>FORE FINGER</b>	<b>MIDDLE FINGER</b>	<b>RING FINGER</b>	<b>LITTLE FINGER</b>
	<b>RIGHT HAND</b>					

SIGNATURE *Ramesh Babu*

		<b>LITTLE FINGER</b>	<b>RING FINGER</b>	<b>MIDDLE FINGER</b>	<b>FORE FINGER</b>	<b>THUMB</b>
	<b>LEFT HAND</b>					
		<b>THUMB</b>	<b>FORE FINGER</b>	<b>MIDDLE FINGER</b>	<b>RING FINGER</b>	<b>LITTLE FINGER</b>
	<b>RIGHT HAND</b>					

SIGNATURE \_\_\_\_\_

		<b>LITTLE FINGER</b>	<b>RING FINGER</b>	<b>MIDDLE FINGER</b>	<b>FORE FINGER</b>	<b>THUMB</b>
	<b>LEFT HAND</b>					
		<b>THUMB</b>	<b>FORE FINGER</b>	<b>MIDDLE FINGER</b>	<b>RING FINGER</b>	<b>LITTLE FINGER</b>
	<b>RIGHT HAND</b>					

SIGNATURE \_\_\_\_\_

### Major Information of the Deed

Deed No	I-1504-01762/2022	Date of Registration	22/04/2022
Query No / Year	1504-2001163806/2022	Office where deed is registered	
Query Date	18/04/2022 11:23:23 AM	A.D.S.R. BIDHAN NAGAR, District: North 2 Parganas	
Applicant Name, Address & Other Details	T ROY High Court Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8335945321, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 3,00,00,000/-]		
Set Forth value	Market Value		
Rs. 4,22,00,000/-	Rs. 6,09,12,644/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 3,00,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. ( area)		

#### Land Details :

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Route (Kaikhali Road), Mouza: Gopalpur, , Ward No: 4 JI No: 2, Touzi No: 2998 Pin Code : 700136

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs)	Market Value (In Rs)	Other Det
L1	LR-2288 (RS :-)	LR-24770	Bastu	Bastu	7 Dec	52,00,000/-	73,51,526/-	Width of Appr Road: 35 Ft., Adjacent to M Road, ,Last Reference De No :1903-I -0 2020
L2	LR-2286 (RS :-)	LR-24647	Bastu	Bastu	7 Dec	52,00,000/-	73,51,526/-	Width of Appr Road: 35 Ft., Adjacent to M Road, ,Last Reference De No :1903-I -0 2020
L3	LR-2287 (RS :-)	LR-24847	Bastu	Bastu	13 Dec	96,00,000/-	1,36,52,834/-	Width of Appr Road: 35 Ft., Adjacent to M Road, ,Last Reference De No :1903-I -0 2020

	LR-2288 (RS :- )	LR-24847	Bastu	Bastu	30 Dec	2,18,00,000/-	3,15,06,540/-	Width of Approach Road: 35 Ft., Adjacent to Meta Road, Last Reference Deed No :1903-I -0752 2020
L5	LR-2288/3020 (RS :- )	LR-24847	Bastu	Bastu	1 Dec	4,00,000/-	10,50,218/-	Width of Approach Road: 35 Ft., Adjacent to Meta Road, Last Reference Deed No :1903-I -0752 2020
	<b>TOTAL :</b>				58Dec	422,00,000 /-	609,12,644 /-	
	<b>Grand Total :</b>				58Dec	422,00,000 /-	609,12,644 /-	

#### Land Lord Details :



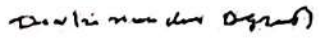



Sl No	Name/Address/Photo/Finger print and Signature
1	<b>DEWKI REALTORS PRIVATE LIMITED</b> 109/6, P.k. Guha Road, City:- Not Specified, P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, Bengal, India, PIN:- 700028 , PAN No.:: AAxxxxxx6H,Aadhaar No Not Provided by UIDAI, Status :Organizational Executed by: Representative, Executed by: Representative

#### Developer Details :




Sl No	Name/Address/Photo/Finger print and Signature
1	<b>KRISHTI CONSTRUCTION PRIVATE LIMITED</b> Krishti Apt., V.I.P. Kaikhali, Chiriamore, Machyapara, City:- Not Specified, P.O:- Airport, P.S:-Airport, District:-24-Parganas, West Bengal, India, PIN:- 700552 , PAN No.:: AAxxxxxx4H,Aadhaar No Not Provided by UIDAI Status :Organizational, Executed by: Representative



**Representative Details :**

Sl No	Name	Address	Photo	Finger print and Signature	
1	<b>Mr DEWKI NANDAN AGARWAL</b> Son of Late GIRIDHARI LAL JALAN Date of Execution - 22/04/2022, , Admitted by: Self, Date of Admission: 22/04/2022, Place of Admission of Execution: Office	109/6, PK Guha Road; City:- Not Specified, P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx8A, Aadhaar No: 85xxxxxxxx1315 Status : Representative, Representative of : DEWKI REALTORS PRIVATE LIMITED (as Director)	 Apr 22 2022 1:04PM	 LTI 22/04/2022	 22/04/2022
2	<b>Mr DINESH PRASAD (Presentant)</b> Son of DHANUSH DHARI PRASAD Date of Execution - 22/04/2022, , Admitted by: Self, Date of Admission: 22/04/2022, Place of Admission of Execution: Office	Kalipark, City:- Not Specified, P.O:- R Gopalpur, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx6M, Aadhaar No: 64xxxxxxxx8742 Status : Representative, Representative of : KRISHTI CONSTRUCTION PRIVATE LIMITED (as Director)	 Apr 22 2022 1:04PM	 LTI 22/04/2022	 22/04/2022

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Miss UPALI ADHIKARI</b> Daughter of Mr GOUTAM ADHIKARI Kalkhali, Daspara, City:- Not Specified, P.O:- Airport, P.S:-Airpon, District:-North 24-Parganas, West Bengal, India, PIN:- 700052	 22/04/2022	 22/04/2022	 22/04/2022

Identifier Of Mr DEWKI NANDAN AGARWAL, Mr DINESH PRASAD

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	DEWKI REALTORS PRIVATE LIMITED	KRISHTI CONSTRUCTION PRIVATE LIMITED-7 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	DEWKI REALTORS PRIVATE LIMITED	KRISHTI CONSTRUCTION PRIVATE LIMITED-7 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	DEWKI REALTORS PRIVATE LIMITED	KRISHTI CONSTRUCTION PRIVATE LIMITED-13 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	DEWKI REALTORS PRIVATE LIMITED	KRISHTI CONSTRUCTION PRIVATE LIMITED-30 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	DEWKI REALTORS PRIVATE LIMITED	KRISHTI CONSTRUCTION PRIVATE LIMITED-1 Dec

### Land Details as per Land Record

District: North 24-Parganas, P.S:- Airport, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: OI Route (Kaikhali Road), Mouza: Gopalpur, , Ward No: 4 JI No: 2, Touzi No: 2998 Pin Code : 700136

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2288, LR Khatian No:- 24770	Owner:দেউকি রিয়েলটর্স প্রা: লি: , Gurdian:ডাইরেক্টর দেউকিনন্দন আগরওয়াল, Address:নিজ , Classification:বাণ, Area:0.07000000 Acre,	DEWKI REALTORS PRIVATE LIMITED
L2	LR Plot No:- 2286, LR Khatian No:- 24847	Owner:দেউকি রিয়েলটর্স প্রা লি, Gurdian:পক্ষে ডাইরেক্টর, Address:১০২/৬,পি কে গুহ রোড, খানা-দমদম, কোলকাতা-৭০০০২৮, Classification:বাণ, Area:0.07000000 Acre,	DEWKI REALTORS PRIVATE LIMITED
L3	LR Plot No:- 2287, LR Khatian No:- 24847	Owner:দেউকি রিয়েলটর্স প্রা লি, Gurdian:পক্ষে ডাইরেক্টর, Address:১০২/৬,পি কে গুহ রোড, খানা-দমদম, কোলকাতা-৭০০০২৮, Classification:বাণ, Area:0.13000000 Acre,	DEWKI REALTORS PRIVATE LIMITED

L4	LR Plot No:- 2288, LR Khatian No:- 24847	Owner:দেবকী রিয়ালটর্স প্রা লি, Gurdian:পক্ষে ডাইরেক্টর, Address:১০৯/৬,পি কে গুহ রোড, থানা-দমদম, কোলকাতা-৭০০০২৮, Classification:বাস্ত, Area:0.30000000 Acre,	DEWKI REALTORS PRIVATE LIMITED
L5	LR Plot No:- 2288/3020, LR Khatian No:- 24847	Owner:দেবকী রিয়ালটর্স প্রা লি, Gurdian:পক্ষে ডাইরেক্টর, Address:১০৯/৬,পি কে গুহ রোড, থানা-দমদম, কোলকাতা-৭০০০২৮, Classification:বাস্ত, Area:0.01000000 Acre,	DEWKI REALTORS PRIVATE LIMITED

Endorsement For Deed Number : I - 150401762 / 2022

On 18-04-2022

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 6,09,12,644/-

Rita Lepcha  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BIDHAN NAGAR  
North 24-Parganas, West Bengal

On 22-04-2022

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 (g) of Indian Stamp Act 1899.

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

Presented for registration at 12:46 hrs on 22-04-2022, at the Office of the A.D.S.R. BIDHAN NAGAR by Mr DINE PRASAD .,

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

Execution is admitted on 22-04-2022 by Mr DEWKI NANDAN AGARWAL, Director, DEWKI REALTORS PRIVATE LIMITED (Private Limited Company), 109/6, P.k. Guha Road, City:- Not Specified, P.O:- Dum Dum, P.S:-Dum Dum District:-North 24-Parganas, West Bengal, India, PIN:- 700028

Identified by Miss UPALI ADHIKARI, , , Daughter of Mr GOUTAM ADHIKARI, Kaikhali, Daspara, P.O: Airport, Thar Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Hindu, by profession Others

Execution is admitted on 22-04-2022 by Mr DINESH PRASAD, Director, KRISHTI CONSTRUCTION PRIVATE LIMITED (Private Limited Company), Krishti Apt., V.I.P. Kaikhali, Chiriamore, Madhyapara, City:- Not Specified, P. Airport, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700052

Identified by Miss UPALI ADHIKARI, , , Daughter of Mr GOUTAM ADHIKARI, Kaikhali, Daspara, P.O: Airport, Thar Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700052, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 3,00,021/- ( B = Rs 3,00,000/- ,E = Rs 21, and Registration Fees paid by Cash Rs 0/-, by online = Rs 3,00,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of V Online on 19/04/2022 3:54PM with Govt. Ref. No: 192022230010419411 on 19-04-2022, Amount Rs: 3,00,021/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IKOBQIKRY0 on 19-04-2022, Head of Account 0030-03-104-0

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**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5  
by online = Rs 74,521/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 1212, Amount: Rs.500/-, Date of Purchase: 05/04/2022, Vendor name: S C  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of  
Online on 19/04/2022 3:54PM with Govt. Ref. No: 192022230010419411 on 19-04-2022, Amount Rs: 74,521/-, I  
State Bank of India ( SBIN0000001), Ref. No. IK0BQIKRY0 on 19-04-2022, Head of Account 0030-02-103-003-02



**Rita Lepcha**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BIDHAN NAGAR**  
**North 24-Parganas, West Bengal**

**Certificate of Registration under section 60 and Rule 69.**

Registered in Book - I

Volume number 1504-2022, Page from 90791 to 90823

being No 150401762 for the year 2022.



Digitally signed by RITA LEPCHA DAS  
Date: 2022.04.27 16:06:02 +05:30  
Reason: Digital Signing of Deed.

*Rita Lepcha*

(Rita Lepcha) 2022/04/27 04:06:02 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BIDHAN NAGAR  
West Bengal.

**(This document is digitally signed.)**