

Deed No. 7-4305/2022



: Drafted by :

*AJM A.LS*

Advocate,

Barasat Judges' Court

Mobile : 9331789603

4-4302/23

P-4305/23



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

K 289086

15/7/23  
 11/8/2023  
 12-4/23

Certified that the document is admitted to registration. The signature sheet / sheets and the endorsement sheet / sheets attached to this document are the part of this document.

*[Signature]*  
 District Sub Registrar - I  
 West Bengal, Ranamati  
 15 JUN 2023  
 15 JUN 2023

### DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT made on this 15th day of June, Two Thousand & Twenty Three (2023) A.D.

IN BETWEEN

সন ও তারিখ - 3055  
ক্রমিক নং - 17.06.2023  
স্বাক্ষর -  
স্ট্যাম্প নং - 5000  
ভেড়া -  
বাসত পোর্ট, উত্তর 24 পরগণা  
ডেপুটি - শ্রী হারান চন্দ্র সাধু  
টি.ডি. নং - 5 JUN 2023  
তারিখ - 800000  
সেট স্ট্যাম্প নং -  
ইজারী অফিস - বারাসাত

K. E. Aragonise Palak  
7. Su. H. C. St  
10-07



Registrar U/S 7(2)  
District Sub Registrar - I  
North 24 Parganas, Barasat

15 JUN 2023

Eushil Sarker  
S/O. Late Phul Chand Sarker  
7/ S/O. Sukanta Palley  
P.O + P.S. Ashoknagar  
North 24 Parganas  
Occupation - Business

K. C. ORGANISER PRIVATE LIMITED, having PAN - AAECK1395B, a Private Limited Company, incorporated under the Companies Act, 1956, having its Office at 2, Sir Hariram Goenka Street, 2nd Floor, P.O. & P.S. - Burrobazar, Kolkata - 700007, West Bengal, represented by its Director namely SRI. DHARAMCHAND JAIN, having PAN - ACQPJ5763R, and Aadhaar No. - 9087 7907 2049, EPIC No. - DWK0682641, Son of Late Kapoor Chand Jain, residing at KC Villa, 46B, Chakraberia Road, North 1st Floor, Near Ajanta Dhaba, P.O. & P.S. - Bhawanipore, Kolkata - 700020, West Benal, by faith - Hindu, by Nationality - Indian, by Occupation - Business, hereinafter called and referred to as the "LAND OWNER" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, executors, administrators, legal representatives and assigns) of the ONE PART.

A N D

S. P. ENTERPRISE, having PAN - AEPFS3071Q, a Partnership Firm, having its registered office at 24/FL-03, Bon Bihari Bose Road, P.O. & P.S. - Howrah, Disrtict - Howrah, West Bengal, Pin Code - 711101, represented by its Partners namely :

1). SRI. SHAILESH KUMAR SINGH, having PAN - CIZPS1518N, and Aadhaar No. 3965 5485 2997, EPIC No. - APH2317071, Son of Rasnarayan Singh, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 24/FL-03, Bon Bihari Bose Road, P.O. & P.S. - Howrah, Disrtict - Howrah, West Bengal, Pin Code - 711101,



2). MD. FAJUDDIN AHMED, having PAN BKHPA0368K, and Aadhaar No. 6904 4548 3454, EPIC No. - GGC3177110, Son of Late Mansur Sardar, by faith - Muslim, by Nationality - Indian, by occupation - Business, residing at Hatiara, P.O. - Hatiara, P.S. - New Town now Eco Park, Kolkata - 700157, District - North 24 Parganas, West Bengal, hereinafter called and referred to as the DEVELOPER (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, executors, administrators, legal representatives and assigns) of the OTHER PART.

#### PART-I # DEFINITIONS:

Unless in this Agreement there be something contrary or repugnant to the subject or context:-

(a) "Building Complex" shall mean and include the said Premises and the New Buildings thereat with the Common Areas and Installations;

(b) "Building Plans" shall mean the plan for construction of the New Buildings at the said premises as may be sanctioned by the Bidhannagar Municipal Corporation and include all modifications and/or alterations that may be made thereto by the Developer;

(c) "Common Areas and Installations" shall according to the context mean and include the areas installations and facilities comprised in and for the individual Buildings and/or the said Premises and/or any part or parts thereof as may be expressed or intended by the Developer from time to time for use in common with rights to the Developer to keep any part or parts of the common Areas and Installations as being meant for use by the

select category or group of Interested Buyers and such other person/s as the Developer may deem fit and proper. A tentative list of the proposed Common Areas and Installations is mentioned as the SECOND SCHEDULE hereunder written but the same is subject to modifications or changes as may be made by the Developer therein;

(d) "Extras and Deposits" shall include amounts receivable under the heads as mentioned in the FIFTH SCHEDULE hereto subject to any modifications and/or alterations that the Developer may make thereto in consultation with the Owner.

(e) "Individual Building" shall mean the individual Buildings to be constructed from time to time at the said premises. "Internal Agreed Proportion" shall mean the proportion of sharing of the Owner's Allocation inter se amongst the Owner as mentioned in the FOURTH SCHEDULE hereto;

(f) "Owner Allocation" shall according to the context mean 55% (fifty five, per cent) of the Realizations;

(g) "Developer's Allocation" shall according to the context mean 45% (forty five per cent) of the Realizations;

(h) "Agreed Ratio" shall mean the ratio of sharing or distribution of Realization and others hereunder between the Owner and the Developer which shall be 55% (Fifty five per cent) belonging to the Owner and 45% (Forty five per cent) belonging to the Developer.

i) "Project" shall mean the development and sale of the Building Complex;

(j) "Realization" shall mean and include the consideration received hereafter against sale of the Units, Parking Spaces and other Saleable Areas from time to time but shall not include any amounts received on

account of Deposits;

(k) "said Premises" shall mean immovable property with a land area of 13 Cottahs more or less at Mouza - Hatiara, which is fully described in the FIRST SCHEDULE hereunder written;

(l) "Saleable Areas" shall mean the" Units with or without (a) appertaining share in Common Areas and Installations and/or (b) appertaining land share and include Parking Spaces and anything else comprised in the Building Complex which is or can be commercially exploited.

(m) "Interested Buyers" shall mean the persons to whom any Saleable Areas in the Building Complex is sold or agreed to be sold;

(n) "Units" shall mean the independent and self-contained flats, offices, shops and other constructed spaces in the New Building/s at the said Premises capable of being exclusively held used or occupied by a person.

#### PART-II # RECITALS:

WHEREAS one **Rafik Mondal**, was the sole and absolute owner of ALL THAT piece and parcel of Shali land measuring an area of 06 (SIX) COTTAHS 08 (EIGHT) CHITTACKS, be the same a little more or less, out of 84 Decimals, comprised in Sabek Dag No. 2693, corresponding to **R.S. & L.R. Dag No. 2671**, under Sabek Khatian No. 938, corresponding to R.S. Khatian No. 1175, lying and situated at MOUZA - HATIARA, J.L. No. 14, Re.Su. No. 188, Touzi No. 169, Pargana - Kalikata, within the local limits of Rajarhat Gopalpur Municipality Now Bidhannagar Municipal Corporation, under Ward No. 13 (Old 10), P.S. - formerly Rajarhat thereafter New Town at present ECO Park, A.D.S.R.O. Bidhannagar



(Salt Lake City) at present Rajarhat, Kolkata 700157, District - North 24 Parganas, in the State of West Bengal, and absolutely seized and possessed the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said Rafik Mondal, sold, transferred and conveyed the same, i.e. ALL THAT piece and parcel of Shali land measuring an area of 06 (SIX) COTTAHS 08 (EIGHT) CHITTACKS, be the same a little more or less, out of 84 Decimals, comprised in Sabek Dag No. 2693, corresponding to R.S. & L.R. Dag No. 2671, under Sabek Khatian No. 938, corresponding to R.S. Khatian No. 1175, lying and situated at MOUZA - HATIARA, J.L. No. 14, Re.Su. No. 188, Touzi No. 169, Pargana - Kalikata, within the local limits of Rajarhat Gopalpur Municipality Now Bidhannagar Municipal Corporation, under Ward No. 13 (Old 10), P.S. - formerly Rajarhat thereafter New Town at present ECO Park, A.D.S.R.O. Bidhannagar (Salt Lake City) at present Rajarhat, Kolkata 700157, District - North 24 Parganas, in the State of West Bengal, in favour of **Jamaluddin Mondal and two others**, by virtue of a Sale Deed, duly registered on 04/05/1956 before the S.R.O. Cossipore DumDum and recorded in Book No. I, Volume No. 71, Pages from 215 to 216, being No. 4501 for the year 1956 and delivered the peaceful possession over the same.

AND WHEREAS being in joint peaceful possession over the aforesaid purchased land, said **Jamaluddin Mondal**, mutually agreed and partition their aforesaid purchased land with their other two co-sharer and they got their share of land accordingly, by virtue of a registered Deed of Partition, dated 30/03/1963 which was duly registered before the S.R.O. Cossipore DumDum and recorded in Book No. I, Volume No. 56, Pages



from 30 to 35, being Deed No. 2838 for the year 1963.

AND WHEREAS while being in peaceful possession over the aforesaid property, according to the amicable partition said **Jamaluddin Mondal**, sold, transferred and conveyed ALL THAT piece and parcel of Shali land measuring an area of 06 (SIX) COTTAHS 08 (EIGHT) CHITTACKS, be the same a little more or less, out of 84 Decimals, comprised in Sabek Dag No. 2693, corresponding to R.S. & L.R. Dag No. 2671, under Sabek Khatian No. 938, corresponding to R.S. Khatian No. 1175, lying and situated at MOUZA - HATIARA, J.L. No. 14, Re.Su. No. 188, Touzi No. 169, Pargana - Kalikata, within the local limits of Rajarhat Gopalpur Municipality Now Bidhannagar Municipal Corporation, under Ward No. 13 (Old 10), P.S. - formerly Rajarhat thereafter New Town at present ECO Park, A.D.S.R.O. Bidhannagar (Salt Lake City) at present Rajarhat, Kolkata 700157, District - North 24 Parganas, in the State of West Bengal, in favour of **Kamala Kanta Nath**, by virtue of a Sale Deed, duly registered on 10/07/1984 before the A.D.S.R.O. Bidhannagar (Salt Lake City) and recorded in Book No. I, Volume No. 67, Pages from 264 to 266, being No. 5654 for the year 1984 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property said **Kamala Kanta Nath** sold, transferred and conveyed the same i.e. ALL THAT piece and parcel of Shali land measuring an area of 06 (SIX) COTTAHS 08 (EIGHT) CHITTACKS, be the same a little more or less, out of 84 Decimals, comprised in Sabek Dag No. 2693, corresponding to R.S. & L.R. Dag No. 2671, under Sabek Khatian No. 938, corresponding to R.S. Khatian No. 1175, lying and situated at MOUZA -

HATIARA, J.L. No. 14, Re.Su. No. 188, Touzi No. 169, Pargana - Kalikata, within the local limits of Rajarhat Gopalpur Municipality Now Bidhannagar Municipal Corporation, under Ward No. 13 (Old 10), P.S. - formerly Rajarhat thereafter New Town at present ECO Park, A.D.S.R.O. Bidhannagar (Salt Lake City) at present Rajarhat, Kolkata 700157, District - North 24 Parganas, in the State of West Bengal, in favour of **Sri. Narendra Kumar Agarwal**, by virtue of a Sale Deed, duly registered on 04/03/1989 before the A.D.S.R.O. Bidhannagar (Salt Lake City) and recorded in Book No. I, Volume No. 39, Pages from 301 to 316, being No. 1838 for the year 1989 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property said **Sri. Narendra Kumar Agarwal**, sold, transferred and conveyed the same i.e. ALL THAT piece and parcel of Shali land measuring an area of 06 (SIX) COTTAHS 08 (EIGHT) CHITTACKS, be the same a little more or less, out of 84 Decimals, comprised in Sabek Dag No. 2693, corresponding to **R.S. & L.R. Dag No. 2671**, under Sabek Khatian No. 938, corresponding to R.S. Khatian No. 1175, lying and situated at MOUZA - HATIARA, J.L. No. 14, Re.Su. No. 188, Touzi No. 169, Pargana - Kalikata, within the local limits of Rajarhat Gopalpur Municipality Now Bidhannagar Municipal Corporation, under Ward No. 13 (Old 10), P.S. - formerly Rajarhat thereafter New Town at present ECO Park, A.D.S.R.O. Bidhannagar (Salt Lake City) at present Rajarhat, Kolkata 700157, District - North 24 Parganas, in the State of West Bengal, in favour of **said Aditya Prakash Daga @ Aditya Kumar Daga** by virtue of a Sale Deed, duly executed on 20/11/2007 and registered on 12/09/2011 before the A.D.S.R.O. Bidhannagar (Salt



Lake City) and recorded in Book No. 1, CD Volume No. 18, Pages from 10445 to 10465, being No. 10649 for the year 2011 and delivered the peaceful possession over the same.

AND WHEREAS by virtue of aforesaid Sale Deed, said **Aditya Prakash Daga @ Aditya Kumar Daga** became the sole and absolute owner of the aforesaid property and thereafter he mutated his name in the present L.R. R.O.R. vide L.R. Khatian No. 11416 under L.R. Dag No. 2671 as the nature of Shali and since then he has been enjoying the said property free from all encumbrances, liens, charges and mortgages, interferences and disturbances of any other person or persons whatsoever and paying the Govt. Revenue and Municipal taxes and other taxes as a sole and absolute owner and occupier from time to time.

AND WHEREAS while being in peaceful possession over the aforesaid property said **Aditya Prakash Daga @ Aditya Kumar Daga**, sold, transferred and conveyed the same i.e. ALL THAT piece and parcel of Shali land measuring an area of 06 (SIX) COTTAHS 08 (EIGHT) CHITTACKS, be the same a little more or less, out of 84 Decimals, comprised in Sabek Dag No. 2693, corresponding to R.S. & L.R. Dag No. 2671, under Sabek Khatian No. 938, corresponding to R.S. Khatian No. 1175, corresponding to L.R. Khatian No. 11416 (recorded in the name of Aditya Prakash Daga), lying and situated at MOUZA - HATIARA, J.L. No. 14, Re.Su. No. 188, Touzi No. 169, Pargana - Kalikata, within the local limits of Rajarhat Gopalpur Municipality Now Bidhannagar Municipal Corporation, under Ward No. 13 (Old 10), P.S. - formerly Rajarhat thereafter New Town at present ECO Park, A.D.S.R.O. Bidhannagar (Salt Lake



City) at present Rajarhat, Kolkata 700157, District - North 24 Parganas, in the State of West Bengal, in favour of the Owner herein by virtue of a Sale Deed, duly executed on 09/02/2022 and registered on 10/02/2022 before the D.S.R. - II, North 24 Parganas at Barasat, and recorded in Book No. I, Volume No. 1502-2022, Pages from 34100 to 34139, being 150200862 for the year 2022 and delivered the peaceful possession over the same.

AND WHEREAS one Rafik Mondal, was also the sole and absolute owner of ALL THAT piece and parcel of Shali land measuring an area of 06 (SIX) COTTAHS 08 (EIGHT) CHITTACKS, be the same a little more or less, out of 84 Decimals, comprised in Sabek Dag No. 2693, corresponding to R.S. & L.R. Dag No. 2671, under Sabek Khatian No. 938, corresponding to R.S. Khatian No. 1175, lying and situated at MOUZA - HATIARA, J.L. No. 14, Re.Su. No. 188, Touzi No. 169, Pargana - Kalikata, within the local limits of Rajarhat Gopalpur Municipality Now Bidhannagar Municipal Corporation, under Ward No. 13 (Old 10), P.S. - formerly Rajarhat thereafter New Town at present ECO Park, A.D.S.R.O. Bidhannagar (Salt Lake City) at present Rajarhat, Kolkata 700157, District - North 24 Parganas, in the State of West Bengal, and absolutely seized and possessed the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, - said Rafik Mondal, sold, transferred and conveyed the same, i.e. ALL THAT piece and parcel of Shali land measuring an area of 06 (SIX) COTTAHS 08 (EIGHT) CHITTACKS, be the same a little more or less, out of 84 Decimals, comprised in Sabek Dag No. 2693, corresponding to R.S. & L.R. Dag No. 2671, under Sabek Khatian No. 938, corresponding to R.S. Khatian No. 1175, lying and situated at MOUZA -

HATIARA, J.L. No. 14, Re.Su. No. 188, Touzi No. 169, Pargana - Kalikata, within the local limits of Rajarhat Gopalpur Municipality Now Bidhannagar Municipal Corporation, under Ward No. 13 (Old 10), P.S. - formerly Rajarhat thereafter New Town at present ECO Park, A.D.S.R.O. Bidhannagar (Salt Lake City) at present Rajarhat, Kolkata 700157, District - North 24 Parganas, in the State of West Bengal, in favour of **Jamaluddin Mondal and two others**, by virtue of a Sale Deed, duly registered on 04/05/1956 before the S.R.O. Cossipore DumDum and recorded in Book No. I, Volume No. 71, Pages from 215 to 216, being No. 4501 for the year 1956 and delivered the peaceful possession over the same.

AND WHEREAS being in joint peaceful possession over the aforesaid purchased land, said **Jamaluddin Mondal**, mutually agreed and partition their aforesaid purchased land with their other two co-sharer and they got their share of land accordingly, by virtue of a registered Deed of Partition, dated 30/03/1963 which was duly registered before the S.R.O. Cossipore DumDum and recorded in Book No. I, Volume No. 56, Pages from 30 to 35, being Deed No. 2838 for the year 1963.

AND WHEREAS while being in peaceful possession over the aforesaid property, according to the amicable partition said **Jamaluddin Mondal**, sold, transferred and conveyed ALL THAT piece and parcel of Shali land measuring an area of 06 (SIX) COTTAHS 08 (EIGHT) CHITTACKS, be the same a little more or less, out of 84 Decimals, comprised in Sabek Dag No. 2693, corresponding to R.S. & L.R. Dag No. 2671, under Sabek Khatian No. 938, corresponding to R.S. Khatian No. 1175, lying and situated at MOUZA - HATIARA,



J.L. No. 14, Re.Su. No. 188, Touzi No. 169, Pargana - Kalikata, within the local limits of Rajarhat Gopalpur Municipality Now Bidhannagar Municipal Corporation, under Ward No. 13 (Old 10), P.S. - formerly Rajarhat thereafter New Town at present ECO Park, A.D.S.R.O. Bidhannagar (Salt Lake City) at present Rajarhat, Kolkata 700157, District - North 24 Parganas, in the State of West Bengal, in favour of **Kamala Kanta Nath**, by virtue of a Sale Deed, duly registered on 10/07/1984 before the A.D.S.R.O. Bidhannagar (Salt Lake City) and recorded in Book No. I, Volume No. 67, Pages from 264 to 266, being No. 5654 for the year 1984 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, said **Kamala Kanta Nath**, sold, transferred and conveyed the same, i.e. ALL THAT piece and parcel of Shali land measuring an area of 06 (SIX) COTTAHS 08 (EIGHT) CHITTACKS, be the same a little more or less, out of 84 Decimals, comprised in Sabek Dag No. 2693, corresponding to R.S. & L.R. Dag No. 2671, under Sabek Khatian No. 938, corresponding to R.S. Khatian No. 1175, lying and situated at MOUZA - HATIARA, J.L. No. 14, Re.Su. No. 188, Touzi No. 169, Pargana - Kalikata, within the local limits of Rajarhat Gopalpur Municipality Now Bidhannagar Municipal Corporation, under Ward No. 13 (Old 10), P.S. - formerly Rajarhat thereafter New Town at present ECO Park, A.D.S.R.O. Bidhannagar (Salt Lake City) at present Rajarhat, Kolkata 700157, District - North 24 Parganas, in the State of West Bengal, in favour of **Smt. Bimala Agarwal**, by virtue of a Sale Deed, duly registered on 04/03/1989 before the A.D.S.R.O. Bidhannagar (Salt Lake City) and recorded in Book No. I, Volume No. 39, Pages from 285



to 300, being No. 1837 for the year 1989 and delivered the peaceful possession over the same.

AND WHEREAS while being in peaceful possession over the aforesaid property, according to the amicable partition said Smt. Bimala Agarwal, sold, transferred and conveyed the same i.e. ALL THAT piece and parcel of Shali land measuring an area of 06 (SIX) COTTAHS 08 (EIGHT) CHITTACKS, be the same a little more or less, out of 84 Decimals, comprised in Sabek Dag No. 2693, corresponding to R.S. & L.R. Dag No. 2671, under Sabek Khatian No. 938, corresponding to R.S. Khatian No. 1175, lying and situated at MOUZA - HATIARA, J.L. No. 14, Re.Su. No. 188, Touzi No. 169, Pargana - Kalikata, within the local limits of Rajarhat Gopalpur Municipality Now Bidhannagar Municipal Corporation, under Ward No. 13 (Old 10), P.S. - formerly Rajarhat thereafter New Town at present ECO Park, A.D.S.R.O. Bidhannagar (Salt Lake City) at present Rajarhat, Kolkata 700157, District - North 24 Parganas, in the State of West Bengal, in favour of **Surya Prakash Daga**, by virtue of a Sale Deed, duly executed on 20/11/2007 and registered on 20/10/2011 before the A.D.S.R.O. Bidhannagar (Salt Lake City) and recorded in Book No. I, CD Volume No. 20, Pages from 7904 to 7924, being No. 12109 for the year 2011 and delivered the peaceful possession over the same.

AND WHEREAS by virtue of aforesaid Sale Deed, said **Surya Prakash Daga**, became the sole and absolute owner of the aforesaid property and thereafter he mutated his name in the present L.R. R.O.R. vide L.R. Khatian No. 11415 under L.R. Dag No. 2671 as the nature of Shali and since then he has been enjoying the said property free from all encumbrances, liens, charges and

mortgages, interferences and disturbances of any other person or persons whatsoever and paying the Govt. Revenue and Municipal taxes and other taxes as a sole and absolute owner and occupier from time to time.

AND WHEREAS while being in peaceful possession over the aforesaid property, according to the amicable partition said Surya Prakash Daga sold, transferred and conveyed the same i.e. ALL THAT piece and parcel of Shali land measuring an area of 06 (SIX) COTTAHS 08 (EIGHT) CHITTACKS, be the same a little more or less, out of 84 Decimals, comprised in Sabek Dag No. 2693, corresponding to R.S. & L.R. Dag No. 2671, under Sabek Khatian No. 938, corresponding to R.S. Khatian No. 1175, corresponding to L.R. Khatian No. 11415 (recorded in the name of Surya Prakash Daga), lying and situated at MOUZA - HATIARA, J.L. No. 14, Re.Su. No. 188, Touzi No. 169, Pargana - Kalikata, within the local limits of Rajarhat Gopalpur Municipality Now Bidhannagar Municipal Corporation, under Ward No. 13 (Old 10), P.S. - formerly Rajarhat thereafter New Town at present ECO Park, A.D.S.R.O. Bidhannagar (Salt Lake City) at present Rajarhat, Kolkata 700157, District - North 24 Parganas, in the State of West Bengal, in favour of the Owner herein by virtue of a Sale Deed, duly executed on 09/02/2022 and registered on 10/02/2022 before the D.S.R. - II, North 24 Parganas at Barasat, and recorded in Book No. I, Volume No. 1502-2022, Pages from 34140 to 34180, being 150200863 for the year 2022 and delivered the peaceful possession over the same.

AND WHEREAS by virtue of aforesaid purchased the Owner herein, became the sole and absolute OWNER of ALL THAT piece and parcel of Shali land measuring an area of 13 (THIRTEEN) COTTAHS, be the same a



little more or less, as 2553 share out of 84 Decimals, comprised in Sabek Dag No. 2693, corresponding to R.S. & L.R. Dag No. 2671, under Sabek Khatian No. 938, corresponding to R.S. Khatian No. 1175, corresponding to at present L.R. Khatian No. 11415 [recorded in the name of the Surya Prakash Daga and L.R. Khatian No. 11416 [recorded in the name of the Aditya Prakash Daga], lying and situated at MOUZA - HATIARA, J.L. No. 14, Re.Su. No. 188, Touzi No. 169, Pargana - Kalikata, within the local limits of Rajarhat Gopalpur Municipality Now Bidhannagar Municipal Corporation, under Ward No. 13 (Old 10), P.S. - formerly Rajarhat thereafter New Town at present ECO Park, A.D.S.R.O. Bidhannagar (Salt Lake City) at present Rajarhat, Kolkata 700157, District - North 24 Parganas, in the State of West Bengal, and thereafter mutated its name in the present L.R. R.O.R. vide L.R. Khatian No. 20024 under L.R. Dag No. 2671 as the nature of Shali, morefully and particularly described in the FIRST SCHEDULE hereinafter written and since then it has been enjoying the same peacefully without any interruption or litigation and fully enjoy the entire property with free from all encumbrances, by paying the rent and taxes regularly before the concerned authority from time to time.

AND WHEREAS the Building Plans have been submitted for sanction to the Bidhannagar Municipal Corporation for construction of buildings at the said premises.

AND WHEREAS the Owner have in common desired to enjoy the commercial benefit out of development of the premises on engagement of developer and promoter who would at its own cost and expense construct a Building Complex thereon and would negotiate for sale



of the same with Interested Buyers and as consideration for sale of proportionate undivided share in the land to such interested Buyers the Owner shall be entitled to a specified percentage of the consideration payable by the Interested Buyers for such sale;

AND WHEREAS upon mutual discussions and negotiations between the parties, it was agreed and decided by and between them that the Developer hereto would be responsible as the developer for the Building Complex at the said Premises who would construct the same exclusively at its costs and expenses and would also negotiate for sale of the same and the Realizations would belong to the parties in the Agreed Ratio and the Owner shall receive its share of the Realizations as consideration for sale of proportionate shares in land in favour of Interested Buyers of Saleable Areas upon completion of construction thereof;

The parties have desired to record in writing the terms and conditions agreed between them as contained in this Agreement.

PART- III # WITNESSETH:

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

DEVELOPMENT AND CONSTRUCTION:

The Owner has agreed to appoint the Developer and grant to the Developer the exclusive rights and authority to develop the said Premises and construct the Building Complex thereon and to negotiate for sale of the Saleable Areas for benefit of the Owner and the

Developers contained herein and for the consideration and on the terms and conditions hereinafter contained.

The Developer by virtue of this Agreement made hereunder shall be solely entitled to develop the said Premises and to look after, supervise, manage and administer the progress and day to day work of construction of the Building Complex.

The Owner shall be entitled to the Owner Allocation being 55% (Fifty five per cent) of the Realizations and the Developer shall be entitled to the Developer's Allocation being 45% (forty fifty percent) of the Realizations.

The Developer agrees to develop the said Premises in the manner hereinafter mentioned and to provide or cause to be provided all requisite workmanship, materials, technical know how for the same and to pay the costs and expenses thereof in the manner mentioned hereinafter.

The Building Complex shall be constructed and completed by the Developer in the manner and as per the Building Plans and Specifications herein agreed at the Developer's cost.

The Owner have agreed to convey proportionate shares in land attributable to the Units and other Saleable areas, as applicable, in favour of the Interested Buyers upon completion of construction thereof by the Developer in terms hereof.

#### LICENSE TO ENTER UPON:

The possession of the said Premises is and shall continue to be exclusively with the Owner and the Owner shall continue to deploy their own security guards until completion of the Building Complex and with effect from the date hereof the Developer shall have the mere



license to enter upon the said Premises strictly to carry out all construction works required for the development of the Building Complex. Upon construction of the New Building, the Developer may with the consent of the Owner deliver possession of the Saleable Areas directly to the Interested Buyers thereof.

**OBLIGATIONS OF OWNER:**

In connection with the said Premises, the Owner shall be obliged to carry out, observe and perform the following obligations:

The said Premises and each part thereofis and shall be free of and from of Encumbrances and in case any Encumbrance arises or is detected in respect of the said Premises or any part thereof at any time or there is any claim of possession or occupation by any person in respect of the said premises at any time, the same shall be rectified and cured by the owner; and if the Owner are unable to cure the defects within three months of such detection the Developer may take such steps as may be deemed fit by him for curing the defect/ encumbrance at the cost of the Owner.

The said Premises is mutated in the name of the Owner in the records of the B.L.&L.R.O.; Rajarhat.

**TITLE DEEDS:**

All original documents of title relating to the said Premises exclusive! shall be kept in the custody of the Owner.

The Owner shall produce, give copies and extracts of and from the said original documents of title before government and semi government bodies and authorities, municipal and land authorities, local authorities, statutory

bodies, courts, tribunals, judicial and quasi-judicial forums, service providers, buyers/Interested Buyers of their respective areas in the Building Complex and Banks and/or financial institutions providing finance to the Developer for development of this project and buyers/Interested Buyers and other persons and authorities as may be required. However, under no circumstances the Owner's Allocation or any part thereof shall be mortgaged or charged or given as security nor shall the Owner be liable for any refund or consequence of failure in refund or other compliances towards the Bank or financiers by the Developer. The Developer shall keep the Owner fully indemnified in this behalf.

#### **BUILDING PLANS:**

The Developer shall pursue and cause the Building Plans to be sanctioned at its costs and expenses.

The Developer shall be entitled from time to time to cause modifications and alterations to the building plans submitted or sanctioned or to submit revised building plans in such manner and to such extent as the Developer may, deem fit and proper but with the consent of the Architects. All fees, costs, charges and expenses in respect of such modifications and alterations shall be borne and paid by the Developer.

With effect from the date of execution hereof the Developer shall be entitled at its own costs to cause survey and soil testing work at the said premises and other preparatory works relating to the sanction of plans for the New Building.

#### **CONSTRUCTION OF THE BUILDING COMPLEX:**

The Developer shall construct and build the Building Complex at the said Premises in accordance with the



Building Plans and to do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the Appropriate Authority in force at the relevant time. The construction shall be done by the Developer in strict compliance of the legal requirements.

The Developer shall construct erect and complete the Building Complex in a good and workman like manner with good quality of materials and shall construct and finish the same in accordance with the Specifications mentioned in the THIRD SCHEDULE hereto save as may be modified or altered by mutual consent or approval of the Architects and the Developer shall obtain necessary completion or occupancy certificates, as applicable in respect of such construction from the appropriate authorities or persons.

The Developer shall apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage, and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the Building Complex.

The Developer shall be authorised and empowered in its own name and also in the name of the Owner, in so far as may be necessary, to apply for and obtain electricity, water, tube wells, drainage etc., and all permissions, approvals and clearances from any authority whether local, state or central for the same and for the construction of the Building Complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for

demolition, making additions and/or alterations, constructions and/or reconstructions on the said Premises or any portion thereof and/or for obtaining any utilities and permissions.

The Developer shall be entitled to procure all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, lift, water pump, flooring materials, electricals, sanitary fittings etc.), construction equipment's and/or any type of machinery required (viz. loaders, vibrators, crushers, mixers, crusher, mixer, tools etc.) for construction of the Building Complex.

The Architects and the entire team of people required for execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. The Developer shall be entitled from time to time to appoint engineers, consultants, planners, advisors, designers, experts and other persons of its choice as may be necessary. The Developer shall also appoint engage and employ such contractors, sub-contractors, engineers, laborer's, mistries, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer and wherever required, to revoke such appointments from time to time or at any point of time. All persons employed by the Developer for the purpose of construction shall be the persons under appointment from and/or employees of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration etc.

The construction work shall be carried out in phases as per the discretion of the Developer.



The Developer shall deal with the New Town Rajarhat Corporation, Bidhan Nagar Corporation, Zilla Parishad, KMDA, MRD, Planning Authority, Development Authority, Fire Department, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Pollution Control Authorities, B.L. & L.R.O., Promoters Act and other authorities under the West Bengal Land Reforms Act, Insurance Companies and authorities, Police Authorities, CESC Limited and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi-Judicial, Municipal and other authorities and persons in all manner and for all purposes connected with the development or sale of the Building Complex or anyway connected therewith.

The Developer shall not violate any Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of buildings. The Owner will not be responsible for any laches and/or lapses on the part of the Developer.

All costs of construction and development of the said Premises in terms hereof shall be borne and paid by the Developer.

The Owner shall fully co-operate with and assist the Developer and shall sign execute register and deliver all papers, plans, affidavits, indemnities, undertakings, declarations, powers etc., as may be required by the Developer therefor and do all acts deeds and things as may be required by the Developer therefor and also for the purposes herein contained.

SALE:

The Developer shall negotiate with prospective Interested Buyers intending to own and/or acquire Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex on the terms and conditions hereinafter contained.

The Developer shall be entitled to undertake sales promotion and marketing for sale of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex to advertise and publicize the same in media, appoint brokers, sub brokers and other agents therefor in such manner and on such terms and conditions as it may deem fit and proper.

The Developer shall accept bookings of any Unit, Parking Space or other saleable space/constructed area in the Building Complex in favour of any Interested Buyer and to allot the same and enter upon agreements in connection therewith and if necessary to cancel revoke or withdraw the same.

The Developer may receive the Realizations including earnest money, installments, part payments, consideration, Extras, Deposits and other amounts on any account receivable from the Interested Buyers and other persons in respect of the Building/Complex or any part or share thereof in its own name and shall give receipts for the same which shall fully discharge the payee thereof.

The consideration for which the Developer shall open the bookings and/or for which the Units, Parking Spaces and other saleable areas will be transferred by the Developer shall be such as be determined by the Developer from time to time in consultation with the Owner and the marketing agents appointed for the purpose.



The bookings, allotments, agreements, receipts, confirmations, applications, final sale deeds relating to sale of the Units, Parking Spaces and other saleable/Saleable areas shall be executed by the Developer and the Owner (wherever required) Provided That the Owner shall execute and register the final sale deeds thereby conveying the proportionate share in land attributable to the Units or other Saleable Areas conveyed thereby subject however to the receipt of the share of Realization in respect thereof in terms hereof.

The Owner may if so required by the Developer from time to time authorize and empower the Developer for execution and/or registration of the agreements, sale deeds and other contracts and documents by executing one or more powers of attorney in favour of the Developer provided that the authority to execute any sale deed shall be conferred only upon completion of the Building Complex or any phase thereof relevant to the completed areas.

All documents of sale or otherwise shall be such as be drafted by, Mr. Ajim Ali Advocates, Barasat Judges Court, North 24 Parganas or any other law firm as may be mutually decided by the Owner and the Developer.

Marketing Costs: All costs of brokerage, commission and like other amounts relating to sale as also any interest, damage or compensation payable to any Interested Buyer or other person relating to the Building Complex shall be borne by the Developer.

The parties agree as follows:-

**REALISATION AND DISTRIBUTION:**

The Owner shall be entitled, in the Internal Agreed Proportion, to a specific 55% (fifty five per cent) of the

---

**Realization from the Building Complex;**

The Developer shall be entitled to a specific 45% (forty five per cent) of the Realization from the Building Complex.

The Developer shall simultaneously with the execution of the sale deeds in respect of the Units or other Saleable Areas upon completion of construction thereof pay to the Owner the share of the Owner (as per the Agreed Ratio) in the Realization in respect of such Units or other Saleable Areas under sale within seven days from the date of realisation. In case the sale deeds in respect of all the sold Units and Saleable Areas are not executed within 30 (thirty) days of completion of construction thereof, then the Developer shall within 30 (thirty) days of such completion of construction pay to the Owner the entire share (as per the Agreed Ratio) of all Realizations until then received by the Developer in respect of such portion. The share of the Owner in the Realization thereafter received shall be paid by the Developer to the Owner within 7 (seven) days of receiving the same from the Interested Buyers.

Nothing contained hereinbefore shall prevent the Developer to make any provisional or part payments to the Owner prior to the date mentioned therein subject to subsequent accounting and settlement at the time of final payments.

All payments made by the Developer to the Owner shall be subject to any errors or omissions and the consequent accounting and settlement when detected. Further, in case due to cancellation of any booking or Buyer and/or any interest or compensation is payable to any Interested Buyer or any other person in connection with the Building Complex or any part thereof, the



Realizations in the hand of the Developer may be used for the purpose or the same shall be adjustable out of the future payments of the Owner's share of the Realization received by the Developer and otherwise, the same shall be paid by the Owner to the Developer.

The Developer shall maintain proper accounts pertaining to the sales and Realizations received in respect of the Saleable Areas and the Owner shall have at all times full and free access and liberty to inspect such Books of Accounts of the Developer relating to Realizations in respect of the Saleable Areas. For the purpose of accounting and settlement the parties shall, if so required by the Developer or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares of the incomings and outgoings pertaining to the Realizations from the Building Complex. Developer will give the Bank Statement of its all bank to Owner every month within seven days of corresponding month.

After fulfillment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the parties.

The audited accounts of the Building Complex as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of therecord) if no objection from any party is received in respect thereon within 30 (thirty) days of such given date.

Any Extras and Deposits that may be taken from the Interested Buyers shall be kept separately by the Developer and the same shall be apportioned as per mutual understanding between the Owner and developer.

**DATE OF COMPLETION:**

Time for completion: Subject to force majeure and subject to the Owner not being in default in compliance of their obligations hereunder, the Developer shall construct the Building Complex within **24 (Twenty four) months** from the date of sanction of Building Plans with a grace period of **06 (six) months** (hereinafter referred to as "the Grace Period"). It is clarified that Completion shall mean the Developer obtaining a completion certificate from Bidhannagar Municipal Corporation.

Force majeure shall mean general riot, war, tempest, civil commotion, strike or any other acts of God, shortage of materials, litigations, changes in law and any other reason beyond the control of the Developer.

**DEFAULTS AND CONSEQUENCES:**

If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this Agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder.

The parties will refer any disputes or differences between them to the Arbitration Tribunal as more fully provided hereinafter and accept and abide by the award made therein.

**COVENANTS:**

The Owner hereby declare and confirm that all acts,



deeds and things done by the Developer shall be fully binding on the Owner and each of them and the same shall always be deemed to have been done by the Developer for and on behalf of itself and the Owner. The receipts or acknowledgements issued by the Developer shall bind the Owner to the extent of its share of the amounts therein.

The Owner agree and covenant with the Developer not to cause any interference or hindrance in the development and/or sale of the Building Complex at the said property and not to do any act deed or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the construction of the Building Complex or sale of the same or doing and carrying out the other acts contemplated herein.

#### MISCELLANEOUS:

The parties shall upon completion of the Building Complex form an Association for the common purposes of management and maintenance of the Building Complex and collection and disbursement of common expenses and till such time the Association is formed the Developer or its nominee shall be in charge for the common purposes.

In case any Khajana and/or Tax or any levy is found due or outstanding in respect of the said premises for any period prior to the date of execution hereof, the same shall be borne and paid by the Owner. Such khajana, tax and/or liability for the period from the date of execution hereof and till the date the same becomes the liability of any Interested Buyer shall be borne and paid by the Developer.

All calculations pertaining to areas of the Units and other constructed or saleable areas of the Building Complex shall be done by the Developer. The Developer decide the exact nature of the Common Areas and Installations in the Building Complex.

For all or any purpose mentioned herein, the owner shall fully co-operate with the Developer in all manner and sign execute submit and/or deliver all applications papers documents as may be required of by the Developer from time to time at the cost and expenses of the Developer.

It is further expressly clarified that notwithstanding any amalgamation, merger, demerger etc., of any of the parties, this Agreement as well as the Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.

The Developer may get the Building Complex at the said Premises approved by them and allow and permit the Intending Buyers to take loans from any such Banks or Financial Institutions for purchase of Saleable Areas in the Building Complex.

#### POWERS OF ATTORNEY AND OTHER POWERS:

The Owner shall execute and/or register one or more Development Powers of Attorney in favour of the Developer or its authorized representatives granting all necessary powers and authorities with regard to the purposes provided in this Agreement or arising here from. If any further powers or authorities be required by the Developer at any time for or relating to the purposes mentioned above, the Owner shall grant the



same to the Developer and/or its authorized representatives.

While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owner in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe on the rights of the Owner and/or go against the spirit of this Agreement.

It is clarified that nothing contained in the Power or Powers of Attorney to be so granted shall in any way absolve the Owner from complying with their obligations hereunder nor from compensating the Developer against any loss or damage, if any, that may be suffered by the Developer owing to delay or default in such compliance of their obligations.

The Development Power of Attorney shall form a part of this Agreement and shall subsist during the subsistence of this Agreement.

It is understood that to facilitate the construction and sales of the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein.

The Owner hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional

applications and other documents as the case may be on the written request made by the Developer.

The Building Complex shall be known by such name as be such as decided by the Developer in consultation with the owner.

### GENERAL:

Nothing in this Agreement is intended to or shall be construed as a transfer or assignment of the said Premises or any part thereof or any right, title or interest therein or the possession thereof in favour of the Developer.

Notwithstanding anything to the contrary contained elsewhere in this Agreement, it is expressly made clear that the transfer of possession and/or title is not intended to and shall not take place by virtue of this Agreement.

In case of any dispute difference or question arising between the parties under this Agreement or with regard to the provisions of this Agreement or interpretation of the terms and conditions or provisions herein contained or anything done in pursuance hereof, the same shall be referred to the Arbitration and Conciliation Act, 1996 and the award made upon such arbitration shall be final and binding on the parties hereto. The Arbitrator/s shall be at liberty to proceed summarily and make interim awards.

Courts having territorial jurisdiction on the said Premises alone shall have the jurisdiction to entertain try and determine all actions suits proceedings arising out of these presents between the parties hereto (including the arbitration proceedings).

Any notice required to be given by any of the parties hereto on the other shall without prejudice to any other mode of service available be deemed to have been



served on the other party if sent by prepaid registered post with acknowledgment due to the above address of the party to whom it is addressed or such other address as be notified in writing from time to time.

#### PART-IV # SCHEDULES

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

ALL THAT piece and parcel of Shali land measuring an area of 13 (THIRTEEN) COTTAHS, be the same a little more or less, as 2553 share out of 84 Decimals, comprised in Sabek Dag No. 2693, corresponding to R.S. & L.R. Dag No. 2671, under Sabek Khatian No. 938, corresponding to R.S. Khatian No. 1175, corresponding to at present L.R. Khatian Nos. 11416 and 11415, corresponding to at present L.R. Khatian No. 20024 [recorded in the name of the Owner herein], lying and situated at MOUZA - HATIARA, J.L. No. 14, Re.Su. No. 188, Touzi No. 169, Pargana - Kalikata, within the local limits of Rajarhat Gopalpur Municipality Now Bidhannagar Municipal Corporation, under Ward No. 13 (Old 10), P.S. - formerly Rajarhat thereafter New Town at present ECO Park, A.D.S.R.O. Bidhannagar (Salt Lake City) at present Rajarhat, Kolkata 700157, District - North 24 Parganas, in the State of West Bengal, Nearest Road - Isan Pally (Hatiara), which butted and bounded as follows :

On the North	:	By R.S. & L.R. Dag No. 2670.
On the South	:	By R.S. & L.R. Dag No. 2674 & 2675 & 20'-00" Wide Road. ✓
On the East	:	By R.S. & L.R. Dag No. 2672.
On the West	:	By Part of R.S. & L.R. Dag No. 2671.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated called known numbered described or distinguished

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Tentative Common Areas and Installations)

Common Areas & Installations at the Designated Block:

Lobby, Staircases, landings and passage with glass panes and stair-cover on the ultimate roof. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the lift of the Designated Block. Lifts with all machineries, accessories and equipment (including the lift machine room) And lift well for installing the same in the Designated Block The designated area of the Ultimate Roof of the Building marked as common. Electrical Installations with the main switch and meter and space required therefore in the Building. Over head water tank with water distribution pipes from such overhead water tank connecting to the different Units of the Building. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.

Such other areas, installations and/or facilities as the Developer may from time to time specify to form Part of the Common Areas and Installations of the Designated Block.

Common Areas & Installations at the Building Complex:



Electrical Installations, transformers and the accessories and wiring in respect of the Building Complex and the space required therefore, if installed (and if installed then extra cost as specified here in).

Water supply system with Under ground water reservoir, water pump with motor with water distribution pipes to Overhead water tanks of Buildings.

Fire Fighting system with all its accessories, pumps, pipes, fire detection system etc

Water waste and sewerage evacuation pipes and drains from the buildings to the Municipal drains, Sewerage Treatment Plant..

DG Set, its Panels, accessories and wiring and space for installation of the same.

Activity area related construction Viz. Swimming Pool / kids Pool , changing rooms, , Gymnasium, Indoor Games Room and library Community Hall.

Solar Power System. Such other areas, Installations and /or facilities as the Developer may from time to time specify to form Part of the Common Areas and Installations of the Building Complex.

### THE THIRD SCHEDULE ABOVE REFERRED TO: SPECIFICATIONS]

Structure: Reinforced Concrete Cement Structure  
Finishing of external walls with cement plaster and Acrylic/ cement paint. ....

All gates, internal roads and boundary as per specifications laid down by the Architect.

All electrical installations including transformers, switchgears, cabling, etc as per specifications laid down by the Electrical Consultant/Architect.

All Fire fighting installation including reservoirs, pumps, sprinklers, pipelines as per specifications laid down by the Fire Consultant/Architect.

Plumbing works including overhead Water tanks, Water supply line, sewerage and drains.

All other common infrastructure including Solar Power as per specifications laid down by the Architect.

Landscaping of all common open areas as per design approved by the Architect.

All other works including waste management to be carried out as per the guidelines laid down by the Environment Department and such other Governments departments.

Internal

Internal Finish:

POP finish for the apartments

POP with paint finish for common areas.

Flooring:

Interiors - Vitrified Tiles or any other similar.

Staircase - Stone/ Tiles or any other similar.

Entrance lobby of each Block - Marble/Decorative stonesNitrified Tiles or any other similar.

Floor lobby - Marble/Decorative stonesNitrified Tiles or any other similar.

Lift Fascia - Marble/Granite Vitrified Tiles or any other similar.

Kitchen:

Counter - Granite / marble / stone with stainless steel sink.

Dado - Ceramic Tiles upto 2 ft above counter or any other similar.

Electrical points for Refrigerator, Water Purifier, Microwave/ oven & Exhaust Fan.



Toilet:

Tiles for floor or any other similar.

Walls-Tiles on the wall upto door height Sanitary ware of reputed brand Chrome plated fittings of reputed brand Electrical point for geyser and exhaust fan. Plumbing provision for Hot/Cold water line in shower. Doors & Windows:

Main Door - Flush Door with laminate finish or any other similar.

Internal Doors - Painted flush doors or any other similar.

Windows - Aluminium sliding windows or any other similar. Electricals:

Provision for AC Points

Provision for cable TV, telephone.

Plug points in all bedrooms, living/dining, kitchen and toilets.

Concealed copper wiring with DB of reputed brand.

Doorbell point at the main entrance door.

Modular switches of reputed brand Lifts:

Elevators of reputed make.

**THE FOURTH SCHEDULE ABOVE REFERRED**

**TO:**

**(INTERNAL AGREED PROPORTION)**

**OWNER HEREIN ENTITLED TO GET TO 55% OUT OF TOTAL 100% Realization from the Building Complex.**

**DEVELOPER HEREIN ENTITLED TO 45% OUT OF TOTAL 100% Realization from the Building Complex.**

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**  
**EXTRAS & DEPOSITS- EXTRAS SHALL INCLUDE:**

All costs, charges and expenses on account of HT & LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider;

Security or any other deposit (including minimum deposits or any deposit by any name called) and all additional amounts or increases thereof payable to the electricity service provider, presently being WBSEB/WBSEDC Limited or other electricity service provider for electricity connection at the Building Complex.

All costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Building Complex;

Betterment fees, development charges, water connection charges and other levies taxes duties and statutory liabilities (save those being the exclusive liability of the Owner) that may be charged on the said Premises or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.

Cost of formation of Association/service maintenance company/society Club and Club related facilities, equipment's and installation, if so provided by the Developer Legal Charges Extra Work Charges (for work carried out on request of Buyer) GST, Value Added Tax (VAT), or any other statutory charges/levies. DDEPOSITS (which shall be interest free) shall include:

Deposit on account of Sinking Fund, maintenance charges, common expenses, municipal rates and taxes etc,

Any other deposits if so made applicable by the Developer for the Units, with the consent of the Owner, in the Building Complex.



IN WITNESS WHEREOF the parties hereunto set and subscribed has hands and seals on the day, month and year first above written.

SIGNED SEALED & DELIVERED

in presence of Witnesses :

1). Sushil Sarkar  
8/NO. Sukanta Pally  
P.O + P.S. Ashoknagar  
North 24 Parganas

2). Gokul Ch. Ghosh  
Vill. H.O. Bhagyabantapur  
P.S. - Barasat  
Kankardar-700128

KC ORGANISER PRIVATE LIMITED

*Shyam Chandra*

Director

(SIGNATURE OF THE OWNER)

S. P. ENTERPRISE

1). *Shivendra K. Singh*  
Partner

2). *M.D. Fayyaz Ali Ahmed*

Partner

(SIGNATURE OF THE DEVELOPER)

Drafted by :

*(Signature)*  
(AJIM ALI)

Advocate

Dist. Judges' Court.

Barasat, North 24 Parganas.

WB - 496/2004

Computer by:

*(Signature)*

(Kuntal Singha Roy)

Barasat Court.

Government of West Bengal  
GRIPS 2.0 Acknowledgement Receipt  
Payment Summary



150620232009874745

GRIPS Payment Detail

GRIPS Payment ID:	150620232009874745	Payment Init. Date:	15/06/2023 12:24:33
Total Amount:	35041	No of GRN:	1
Bank/Gateway:	State Bank of India	Payment Mode:	Online Payment
BRN:	CKX1892272	BRN Date:	15/06/2023 12:25:55
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

Depositor Details

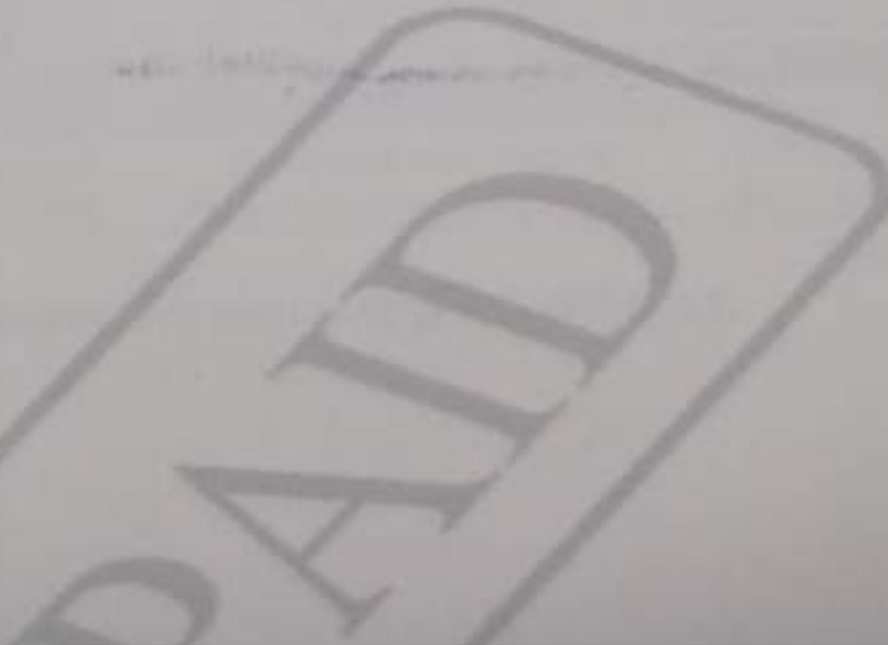
Depositor's Name: S P ENTERPRISE  
Mobile: 7044476436

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240098747461	Directorate of Registration & Stamp Revenue	35041
Total			35041

IN WORDS: THIRTY FIVE THOUSAND FORTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





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



192023240098747461

GRN Details

GRN: 192023240098747461  
GRN Date: 15/06/2023 12:24:33  
BRN : CKX1892272  
GRIPS Payment ID: 150620232009874745  
Payment Status: Successful

Payment Mode: Online Payment  
Bank/Gateway: State Bank of India  
BRN Date: 15/06/2023 12:25:55  
Payment Init. Date: 15/06/2023 12:24:33  
Payment Ref. No: 2001551221/1/2023  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: S P ENTERPRISE  
Address: 24/FL-03, BON BIHARI BOSE ROAD, PS HOWRAH  
Mobile: 7044476436  
Contact No: 9831784613  
Depositor Status: Buyer/Claimants  
Query No: 2001551221  
Applicant's Name: Mr Ajim Ali  
Identification No: 2001551221/1/2023  
Remarks: Sale, Development Agreement or Construction agreement  
Period From (dd/mm/yyyy): 15/06/2023  
Period To (dd/mm/yyyy): 15/06/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001551221/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	35020
2	2001551221/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			<b>Total</b>	<b>35041</b>

IN WORDS: THIRTY FIVE THOUSAND FORTY ONE ONLY.

PAID

**UNDER RULE 44A OF THE I.R. ACT 1908**

(1) Name: DHARAMCHAND JAIN

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE



Dharamchand Jain

Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name: SHAILESH KUMAR SINGH

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

বাম হাত



Shailesh Kumar Singh

ডান হাত

All the above fingerprints are of the above named person and attested by the said person.

Shailesh Kumar Singh

Signature of the Presentant

(3) Name: FAIJUDDIN AHMED

LITTLE	RING	MIDDLE	FORE	THUMB
THUMB	FORE	MIDDLE	RING	LITTLE

বাম হাত



Faijuddin Ahmed

ডান হাত

Faijuddin Ahmed

Signature of the Presentant

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.



## Major Information of the Deed

Deed No :	I-1501-04305/2023	Date of Registration	15/06/2023
Query No / Year	1501-2001551221/2023	Office where deed is registered	
Query Date	15/06/2023 12:05:13 PM	D.S.R. - I NORTH 24-PARGANAS, District: North 24-Parganas	
Applicant Name, Address & Other Details	Ajim Ali Barasat Judges Court, Thana : Barasat, District : North 24-Parganas, WEST BENGAL, PIN - 700124, Mobile No. : 9831784613, Status : Advocate		
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		
Stampduty Paid(SD)	Rs. 1,59,70,505/-		
Rs. 40,020/- (Article 48(g))	Registration Fee Paid		
Remarks	Rs. 53/- (Article: E, E)		
	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. (Urban area)		

### Land Details :

District: North 24-Parganas, P.S.- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Isan Pally(Hatiara), Mouza: Hatiara, JI No: 14, Pin Code: 700157

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2671 (RS - )	LR-20024	Bastu	Shali	13 Katha		1,59,70,505/-	Width of Approach Road: 20 Ft, Adjacent to Metal Road.
<b>Grand Total :</b>					<b>21.45Dec</b>	<b>0 /-</b>	<b>159,70,505 /-</b>	

### Land Lord Details :






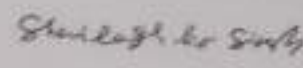


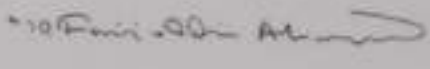
Sl No	Name, Address, Photo, Finger print and Signature
1	<b>K C Organiser Private Limited</b> 2, Sir Hariram Goenka Street, 2nd Floor., City:- Kolkata, P.O.- Borrobazar, P.S:-Burrobazar, District-Kolkata, West Bengal, India, PIN:- 700007, PAN No. : AAxxxxxx5B, Aadhaar No Not Provided by UIDAI, Status Organization, Executed by: Representative, Executed by: Representative

Name, Address, Photo, Finger print and Signature

**S P Enterprise**

24/FL-03, Bon Bihari Bose Road, City:- Howrah, P.O.- Howrah, P.S.-Howrah, District:-Howrah, West Bengal, India, PIN:- 711101, PAN No.:: AExxxxxx1Q, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by Representative

**Representative Details :**

Sl No	Name, Address, Photo, Finger print and Signature			
1	<p><b>Name</b></p> <p><b>Shri Dharamchand Jain (Presentant)</b>                      Son of Late Kapoor Chand Jain                      Date of Execution - 15/06/2023, Admitted by: Self, Date of Admission: 15/06/2023, Place of Admission of Execution: Office</p>	<p><b>Photo</b></p>  <p>Jun 15 2023 2:44PM</p>	<p><b>Finger Print</b></p>  <p>LTI 15/06/2023</p>	<p><b>Signature</b></p>  <p>15/06/2023</p>
2	<p><b>Name</b></p> <p><b>Shri Shailesh Kumar Singh</b>                      Son of Rasnarayan Singh                      Date of Execution - 15/06/2023, Admitted by: Self, Date of Admission: 19/06/2023, Place of Admission of Execution: Office</p>	<p><b>Photo</b></p>  <p>Jun 15 2023 2:46PM</p>	<p><b>Finger Print</b></p>  <p>LTI 15/06/2023</p>	<p><b>Signature</b></p>  <p>15/06/2023</p>
3	<p><b>Name</b></p> <p><b>Mohd Faijuddin Ahmed</b>                      Son of Late Mansur Sardar                      Date of Execution - 15/06/2023, Admitted by: Self, Date of Admission: 15/06/2023, Place of Admission of Execution: Office</p>	<p><b>Photo</b></p>  <p>Jun 15 2023 2:47PM</p>	<p><b>Finger Print</b></p>  <p>LTI 15/06/2023</p>	<p><b>Signature</b></p>  <p>15/06/2023</p>
	<p>Hatiara, City:- Bidhannagar, P.O:- Hatiara, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: BKxxxxxx8K, Aadhaar No: 69xxxxxx3554 Status: Representative, Representative of: S P Enterprise (as Partner)</p>			



Applicant Details :

Applicant Details	Photo	Finger Print	Signature
<b>Sushil Sarkar</b> Son of Late Prulchand Sarkar Sakanta Pathy, City - Ashoknagar, Kalyan, P.O. - Ashoknagar, P.S. - Ashoknagar, District - North 24-Parganas, West Bengal, India, PIN - 743222			
	15/06/2023	15/06/2023	15/06/2023
Witnesses: Shri Dharamchand Jain, Shri Shailesh Kumar Singh, Mohd Fajuddin Ahmed			

Transfer of property for L1		
Sl.No	From	To, with area (Name-Area)
1	K C Organiser Private Limited	S P Enterprise-21.45 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S. - Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Isan Pathy(Hatara), Mouza: Hatara, J.No: 14, Pin Code: 700157

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No - 2671, LR Khatian No - 20024	Owner: K C Organiser Private Limited, Gurdian: Shri R, Address: Ashoknagar, Classification: 10R, Area 0.22000000 Acre.	K C Organiser Private Limited

15-06-2023

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (3) of Indian Stamp Act 1899.

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

Presented for registration at 12:48 hrs on 15-06-2023, at the Office of the D.S.R. - I NORTH 24-PARGANAS by Shri Dharamchand Jain .

**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 1,59,70,505/-

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

Execution is admitted on 15-06-2023 by Shri Dharamchand Jain, Director, K C Organiser Private Limited (Private Limited Company), 2, Sir Hariram Goenka Street, 2nd Floor,, City.- Kolkata, P.O.- Borrobazar, P.S.-Burrobazar, District.-Kolkata, West Bengal, India, PIN - 700007

Identified by Shri Sushil Sarkar, , Son of Late Phulchand Sarkar, 8, Sukanta Pally, P.O: Ashoknagar, Thana Ashoknagar, , City/Town: ASOKNAGAR-KALYANGARH, North 24-Parganas, WEST BENGAL, India, PIN - 743222, by caste Hindu, by profession Business

Execution is admitted on 15-06-2023 by Shri Shailash Kumar Singh, Partner, S P Enterprise (Partnership Firm), 24/FL-03, Bon Bihari Bose Road, City.- Howrah, P.O.- Howrah, P.S.-Howrah, District.-Howrah, West Bengal, India, PIN- 711101

Identified by Shri Sushil Sarkar, , Son of Late Phulchand Sarkar, 8, Sukanta Pally, P.O: Ashoknagar, Thana Ashoknagar, , City/Town: ASOKNAGAR-KALYANGARH, North 24-Parganas, WEST BENGAL, India, PIN - 743222, by caste Hindu, by profession Business

Execution is admitted on 15-06-2023 by Mohd Fajuddin Ahmed, Partner, S P Enterprise (Partnership Firm), 24/FL-03, Bon Bihari Bose Road, City.- Howrah, P.O.- Howrah, P.S.-Howrah, District.-Howrah, West Bengal, India, PIN- 711101

Identified by Shri Sushil Sarkar, , Son of Late Phulchand Sarkar, 8, Sukanta Pally, P.O: Ashoknagar, Thana Ashoknagar, , City/Town: ASOKNAGAR-KALYANGARH, North 24-Parganas, WEST BENGAL, India, PIN - 743222, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 53.00/- ( E = Rs 21.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/06/2023 12:25PM with Govt. Ref. No: 192023240098747461 on 15-06-2023, Amount Rs: 21/-, Bank, State Bank of India ( SBIN0000001), Ref. No. CKX1892272 on 15-06-2023, Head of Account 0030-03-104-001-16

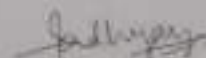
**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,020/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 3055, Amount: Rs.5,000.00/-, Date of Purchase: 12/06/2023, Vendor name: HARAN CHANDRA SADHU

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/06/2023 12:25PM with Govt. Ref. No: 192023240098747461 on 15-06-2023, Amount Rs: 35,020/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKX1892272 on 15-06-2023, Head of Account 0030-02-103-003-02



**Rajendra Prasad Upadhyay**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - I NORTH 24-**  
**PARGANAS**  
**North 24-Parganas, West Bengal**



Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1501-2023, Page from 107154 to 107201  
being No 150104305 for the year 2023.



*Rajendra Prasad Upadhyay*

Digitally signed by Rajendra Prasad  
Upadhyay  
Date: 2023.06.19 17:26:45 +05:30  
Reason: Digital Signing of Deed.

(Rajendra Prasad Upadhyay) 2023/06/19 05:26:45 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I NORTH 24-PARGANAS  
West Bengal.

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