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3.1 IMPERIAL CONCLAVE PVT. LTD. [PAN. AABCI9641P], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at Unit 3/7, EK Tower, P.O+P.S-New Town, Kolkata 700161, District North 24 Parganas, West Bengal, represented by its Director, GAYATRI RUNGTA [PAN. ALIPR6422N] [AADHAAR NO. 774076637803], wife of Amrish Prashad Rungta, by faith Hindu, by occupation - Business, by nationality - Indian, residing at Sunrise Symphony, Flat No. 17/18Q, Rhythm-I, P.O. Action Area-IID, P.S. New Town, Pin 700 161, District North 24 Parganas, West Bengal.

GAYATRI RUNGTA [PAN. ALIPR6422N] [AADHAAR NO. 774076637808], wife of Amrish Prashad Rungta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sunrise Symphony, Flat No. 17/18Q, Rhythm-I, P.O. Action Area-IID, P.S. New Town, Pin 700 161, District North 24 Parganas, West Bengal.

AMRISH PRASHAD RUNGTA [PAN. ALIPR6420Q] [AADHAAR NO. 751837549119] son of Raghunath Prashad Rungta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sunrise Symphony, Flat No. 17/18Q, Rhythm-I, P.O. Action Area-IID, P.S. New Town, Pin 700 161, District North 24 Parganas, West Bengal.

KOLKATA NIKETAN PVT. LTD. [PAN. AADCK5050A], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at Unit 3/7, EK Tower, P.O+P.S-New Town, Kolkata 700161, District North 24 Parganas, West Bengal, represented by its Director, AMRISH PRASHAD RUNGTA [PAN. ALIPR6420Q] [AADHAAR NO. 751837549119], son of Raghunath Prashad Rungta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sunrise Symphony, Flat No. 17/18Q, Rhythm-I, P.O. Action Area-IID, P.S. New Town, Pin 700 161, District North 24 Parganas, West Bengal,

KWALITY REALTECH PVT. LTD. [PAN. AADCK1003H], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its office at Unit 3/7, EK Tower, P.O+P.S-New Town, Kolkata 700161 District North 24 Parganas, West Bengal, represented by its Director, AMRISH PRASHAD RUNGTA [PAN. ALIPR6420Q] [AADHAAR NO. 751837549119] son of Raghunath Prashad Rungta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing

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at Sunrise Symphony, Flat No. 17/18Q, Rhythm-I, P.O. Action Arca-IID, P.S. New Town, Pin 700 161, District North 24 Parganas, West Bengal.

All hereinafter jointly and collectively called and referred to as the "LANDOWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representative and assigns and nominee or nominees) of the ONE PART.

#### AND

3.2 IMPERIAL CONCLAVE PVT. LTD. [PAN. AABCI9641P], a Private Limited Company, incorporated under the Provisions of the Companies Act, 1956, having its Registered Office at Unit 3/7, EK Tower, P.O+P.S-New Town, Kolkata 700161, District North 24 Parganas, West Bengal, represented by its Director, GAYATRI RUNGTA [PAN. ALIPR6422N] [AADHAAR NO. 774076637808], wife of Amrish Prashad Rungta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sunrise Symphony, Flat No. 17/18Q, Rhythm-I, P.O. Action Area-IID, P.S. New Town, Pin 700 161, District North 24 Parganas, West Bengal and AMRISH PRASHAD RUNGTA [PAN. ALIPR6420Q] [AADHAAR NO. 751837549119] son of Raghunath Prashad Rungta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Sunrise Symphony, Flat No. 17/18Q, Rhythm-I, P.O. Action Area-IID, P.S. New Town, Pin 700 161, District North 24 Parganas, West Bengal.

Hereinafter jointly called and referred to as "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his executors, administrators, representative, and assigns) of the OTHER PART.

Landowners and the Developer collectively Parties and individually Party.

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## NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

- Subject Matter of Development :
- 4.1 Development Project & Appurtenances :
- 4.1.1 Project Property; ALL THAT piece and parcel of a demarcated and amalgamated plot of Bagan land measuring 73 (Seventy Three) Cottah 12 (Twelve) Chittack 1.451 (One point Four Five One) sq.ft. bc the same a little more or less, in C.S. Dag Nos. 8 & 60, R.S./L.R. Dag Nos. 47 & 48, under C.S. Khatian No. 129, R.S. Khatian Nos. 78 & 149, L.R. Khatian Nos. 1035, 1034 & 1036 corressponding to L.R. Khatian Nos. 2712, 2909, 2908, 2907 & 2908, lying and situate at Mouza Bhatenda, J.L. No. 28, Rc. Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, A.D.S.R.O. formerly Bidhannagar, Salt Lake City presently Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, West Bengal, morefully described in the First Schedule hereinafter written.
- Background, Representations, Warranties and Covenants:
- 5.1 Representations and Warranties Regarding Title: The Landowners have made the following representation and given the following warranty to the Developer regarding title.

## 5.1.1 CHAIN & TITLE UNDER THE DEED NO. 12978 FOR THE YEAR 2011:

5.1.1.1 Absolute Ownership of Ava Rani Bhowmick: One Ava Rani Bhowmick was the absolute owner of 43 decimals more or less out of 1 Acre 40 decimals more or less of land in C.S. Dag No. 60 and also 06 decimals more or less out of 09 decimals more or less of land in C.S. Dag No. 8, in total 49 decimals more or less of land under C.S. Khatian No. 129, in Mouza - Bhatenda, by purchasing the same from one Joydeb Chandra Ghosh, by the strength of a Registered Deed of Conveyance, registered in the year 1960, in the office of the Sub-Registrar, Cossipore

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Dum Dum, and recorded in Book No. I, Pages 64 to 66, being Deed No. 2255 for the year 1960.

- 5.1.1.2 Record by Ava Rani Bhowmick: After purchase the said Ava Rani Bhowmick recorded her name in Revisional Settlement, in R.S. Khatian No. 78, in R.S. Dag Nos. 47 & 48, in respect of the aforesaid land.
- 5.1.1.3 Sale by Ava Rani Bhowmick to Pramila Nag: The said Ava Rani Bhowmick sold, transferred and conveyed a plot, being Plot No. E, land measuring 2 (Two) Cottabs 2 (Two) Chittacks more or less in C.S. Dag No. 8, R.S. Dag No. 47 and also a plot, being Plot No. F, land measuring 22 (Twenty Two) Cottabs 14 (Fourteen) Chittacks more or less in C.S. Dag No. 60, R.S. Dag No. 48, in total 25 (Twenty Five) Cottabs more or less of land under C.S. Khatian No. 129, R.S. Khatian No. 78, in Mouza Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one Pramila Nag, by the strength of a Registered Deed of Conveyance, registered on 05.06.1992, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 61, Pages 15 to 21, being Deed No. 4129 for the year 1992.
- 5.1.1.4 Record by Pramila Nag: The said Pramila Nag recorded her name in L.R. Settlement, in L.R. Khatian No. 1036, in respect of the aforesaid land.
- 5.1.1.5 Absolute Ownership of Pramila Nag: Thus on the basis of the aforesaid deed the said Pramila Nag became the absolute owner of the aforesaid plot, being Plot No. E, land measuring 2 (Two) Cottahs 2 (Two) Chittacks more or less in C.S. Dag No. 8, R.S. Dag No. 47, L.R. Dag No. 47 and also a plot, being Plot No. F, land measuring 22 (Twenty Two) Cottahs 14 (Fourteen) Chittacks more or less in C.S. Dag No. 60, R.S. Dag No. 48, L.R. Dag No. 48, in total Bagan Land measuring 25 (Twenty Five) Cottahs more or less under C.S. Khatian No. 129, R.S. Khatian No. 78, L.R. Khatian No. 1036, in Mouza Bhatenda, J.L. No. 28, Rc.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, West Bengal.
- 5.1.1.6 Sale by Pramila Nag to Amriash Prashad Rungta: Thus the said Pramila Nag sold, transferred and conveyed the aforesaid land, to one of

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the present owner herein, Amrish Prashad Rungta, by the strength of a Registered Deed of Conveyance, registered on 18.11.2011, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I. CD Volume No. 21, Pages 10348 to 10366, being Deed No. 12979 for the year 2011.

## 5.1.2 CHAIN & TITLE UNDER THE DEED NO. 06583 FOR THE YEAR 2012:

- 5.1.2.1 Absolute Ownership of Ava Rani Bhowmick: One Ava Rani Bhowmick was the absolute owner of land measuring 06 decimals more or less comprised in C.S. Dag No. 8, R.S. Dag No. 47, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. Kri 78, in Mouza Bhatenda, J.L. No. 28, Rc.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, by purchasing the same from one Joydeb Chandra Ghosh, by the strength of a Registered Deed of Conveyance, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. 1, Pages 64 to 66, being Deed No. 2255 for the year 1960.
- 5.1.2.2 Sale by Ava Rani Bhowmick to Pramila Nag: The said Ava Rani Bhowmick sold, transferred and conveyed the aforesaid land measuring 06 decimals more or less in C.S. Dag No. 8, R.S. Dag No. 47, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. Kri 78, in Mouza Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to the present owner, Pramila Nag. by the strength of a Registered Deed of Conveyance, registered on 05.06.1992, in the office of the D.S.R. North 24 Parganas at Barasat, and recorded in Book No. 1, Volume No. 61, Pages 15 to 21, being Deed No. 4129 for the year 1992.
- 5.1.2.3 Record by Pramila Nag: After purchasing the same, the said Pramila Nag recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1036.
- 5.1.2.4 Sale by Pramila Nag to Amrish Prashad Rungta: The said Pramila Nag again sold, transferred and conveyed Bagan land measuring 1 (One) Cottah 8 (Eight) Chittacks 4 (Four) sq.ft, more or less out of the aforesaid land measuring 06 decimals more or less, in C.S. Dag No. 8, R.S./L.R.

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Dag No. 47, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. Kri 78 corresponding to L.R. Khatian No. 1036, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, West Bengal, to one the said Amrish Prashad Rungta, by the strength of a Registered Deed of Conveyance, registered on 25.05.2012, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 9, Pages 13772 to 13791, being Deed No. 06583 for the year 2012.

#### 5.1.3 CHAIN & TITLE UNDER THE DEED NO. 06598 FOR THE YEAR 2012 :

- 5.1.3.1 Absolute Joint Ownership of Satya Ranjan Bhowmick & Others: One Satya Ranjan Bhowmick, Chitta Ranjan Bhowmick, Manoranjan Bhowmick & Sukha Ranjan Bhowmick, all sons of Late Harendra Chandra Bhowmick were the absolute joint owners of 140 decimals more or less of land in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, in Mouza Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, alongwith other lands, by purchasing the same from one Hazari Lal Ghosh & Others, by the strength of two Registered Deeds of Conveyance, both registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 81, Pages 137 to 140, being Deed No. 5524 for the year 1955 and also recorded in Book No. I, Volume No. 84, Pages 92 to 95, being Deed No. 5525 for the year 1955.
- 5.1.3.2 Deed of Partition: The said Satya Ranjan Bhowmick, Chitta Ranjan Bhowmick, Manoranjan Bhowmick & Sukha Ranjan Bhowmick to avoid future confrontation, executed a Registered Deed of Partition, executed on 02.07.1967 and registered on 02.08.1967, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, being Deed No. 6921 for the year 1967.
- 5.1.3.3 Record by Manoranjan Bhowmick; The said Manoranjan Bhowmick recorded his name in the record of the Settlement in L.R. Khatian No. 531/1.

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- 5.1.3.4 Sale by Manoranja Bhowmick to one of the present owners, Paresh Chandra Nag; The said Manoranjan Bhowmick sold, transferred and conveyed the aforesaid land measuring 20 decimals more or less out of his possession in C.S. Dag No. 60, R.S. Dag No. 48 under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 531/1, in Mouza Bhatenda, J.L. No. 28, Rc.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one of the present owners, Paresh Chandra Nag, by the strength of a Registered Deed of Conveyance, registered on 30.03.1992, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, Volume No. 173, Pages 139 to 148, being Deed No. 3451 for the year 1992.
- 5.1.3.5 Record by Sukha Ranjan Bhowmick: The said Sukha Ranjan Bhowmick recorded his name in the record of the Settlement in L.R. Khatian No. 785/3.
- 5.1.3.6 Sale by Sukha Ranjan Bhowmick to Ashru Deb Roy: The said Sukha Ranjan Bhowmick sold, transferred and conveyed a demarcated plot of land measuring 3 (Three) Cottah 8 (Eight) Chittack 0 (Zero) sq.ft. more or less out of his possession, in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 785/3, in Mouza Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one Ashru Deb Roy, wife of Sankar Deb Roy, by the strength of a Registered Deed of Conveyance, registered on 17.08.1988, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, Volume No. 150, Pages 31 to 40, being Deed No. 7406 for the year 1988.
- 5.1.3.7 Again Sale by Sukha Ranjan Bhowmick to Bharati Majumder (Sengupta): The said Sukha Ranjan Bhowmick again sold, transferred and conveyed land measuring 3 (Three) Cottahs 3 (Three) Chittacks 0 (Zero) sq.ft. more or less out of his possession, in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 785/3, in Mouza Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one Bharati Majumder (Sengupta), wife of Pallab Baran Majumder, by the strength of a Registered Deed of Conveyance, registered on 17.08.1988, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 150, Pages 21 to 30, being Deed No. 7400 for the year 1988.

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- 5.1.3.8 Absolute Joint Ownership of Ashru Deb Roy & Bharati Majumder (Sengupta): Thus on the basis of the aforesaid two deeds, vide Deed Nos. 7406/1988 & 7400/1988, the said Ashru Deb Roy & Bharati Majumder (Sengupta) became the absolute joint owners of land measuring 6 (Six) Cottahs 11 (Eleven) Chittacks 0 (Zero) sq.ft. more or less in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 785/3, in Mouza Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas.
- 5.1.3.9 Joint Sale by Ashru Deb Roy & Bharati Majumder (Sengupta) to the said Paresh Chandra Nag: The said Ashru Deb Roy & Bharati Majumder (Sengupta) jointly sold, transferred and conveyed the afoesaid land measuring 6 (Six) Cottahs 11 (Eleven) Chittacks 0 (Zero) sq.ft. more or less in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 785/3, in Mouza Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to the said Paresh Chandra Nag, by the strength of a Registered Deed of Conveyance, registered on 18.01.1995, in the office of the D.R. North 24 Parganas at Barasat, and recorded in Book No. 1, Volume No. 6, Pages 119 to 125, being Deed No. 302 for the year 1995.
- 5.1.3.10 Record by Paresh Chandra Nag: The said Paresh Chandra Nag recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 1035, in respect of the aforesaid land.
- 5.1.3.11 Absolute Ownership of Paresh Chandra Nag: Thus on the basis of the aforesaid facts and circumstances, the said Paresh Chandra Nag became the owner of 20 decimals of land equivalent to 12 (Twelve) Cottahs 1 (One.) Chittack 27 (Twenty Seven) sq.ft. more or less by the strength of the Deed No. 3451 for the year 1992. And also land measuring 6 (Six) Cottahs 11 (Eleven) Chittacks 0 (Zero) sq.ft. more or less by the strength of Deed No. 302 for the year 1995.

Thus the said Paresh Chandra Nag became the absolute sole owner of land measuring 18 (Eighteen) Cottahs 12 (Twelve) Chittacks 27 (Twenty Seven) sq.ft. more or less comprised in C.S. Dag No. 60, R.S. Dag No. 48 under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No.

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1035, in Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas.

- 5.1.3.12 Record by Satya Ranjan Bhowmick: The said Satya Ranjan Bhowmick recorded his name in the record of the Settlement in L.R. Khatian No. 532.
- 5.1.3.13 Demise of Satya Ranjan Bhowmick; The said Satya Ranjan Bhowmick died intestate, leaving behind his wife namely Asima Bhowmick and two sons namely Supriyo Bhowmick & Jayanta Bhowmick as his heirs and successors in interest in respect of the aforesaid land left by the said Satya Ranjan Bhowmick, since deceased.
- 5.1.3.14 Joint Sale by Asima Bhowmick, Supriyo Bhowmick & Jayanta Bhowmick to one of the present owners, Parna Nag: The said Asima Bhowmick, Supriyo Bhowmick & Jayanta Bhowmick jointly sold, transferred and conveyed their total land measuring 21 decimals equivalent to 12 (Twelve) Cottahs 11 (Eleven) Chittacks 12.60 (Twelve Point Six Zero) sq.ft. more or less out of their possession, in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 532, in Mouza Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one of the present owners, Parna Nag, by the strength of a Registered Deed of Conveyance, registered on 30.03.1992, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 73, Pages 129 to 138, being Deed No. 3450 for the year 1992.
- 5.1.3.15 Record by Parna Nag; After purchasing the same, the said Parna Nag recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1034, in respect of the aforesaid land.
- 5.1.3.16 Absolute Ownership of Parna Nag; Thus on the basis of the aforesaid deed, vide Deed No. 3450 for the year 1992, the said Parna Nag became the absolute owner of the aforesaid land measuring 12 (Twelve) Cottahs 11 (Eleven) Chittacks 12.60 (Twelve Point Six Zero) sq.ft. more or less in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 1034, in Mouza Bhatenda, J.L.

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No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Pargenes.

- 5.1.3.17 Sale by Sukho Ranjan Bhowmick to Panchanan Nath; The said Sukho Ranjan Bhowmick sold, transferred and conveyed a land measuring 22 decimals equivalent to 13 (Thirteen) Cottahs 5 (Five) Chittacks 0 (Zero) sq.ft. more or less out of his possession, in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, in Mouza Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one Panchanan Nath, by the strength of a registered Deed of Conveyance, registered on 28.04.1956, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, being Deed No. 4284 for the year 1956.
- 5.1.3.18 Purchase by Chittaranjan Bhowmick, Manoranjan Bhowmick, Satya Ranjan Bhowmick & Sukho Ranjan Bhowmick from Panchanan Nath: The said Chittaranjan Bhowmick, Manoranjan Bhowmick, Satya Ranjan Bhowmick & Sukho Ranjan Bhowmick jointly purchased the aforesaid land measuring 22 decimals equivalent to 13 (Thirteen) Cottahs 5 (Five) Chittacks 0 (Zero) sq.ft. more or less in C.S. Dag No. 60, R.S. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, in Mouza Bhatenda, J.L. No. 28, Re.Sa, No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, from the said Panchanan Nath, by the strength of a Registered Deed of Conveyance, registered on 15.05.1957, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. 1, Volume No. 65, Pages 41 to 42, being Deed No. 3898 for the year 1957.
- 5.1.3.19 Purchase by Chittaranjan Bhowmick from the said Manoranjan Bhowmick, Satya Ranjan Bhowmick & Sukho Ranjan Bhowmick: The said Chittaranjan Bhowmick purchased 3/4th share in the aforesaid 22 decimals of land from his co-sharers, Manoranjan Bhowmick, Satya Ranjan Bhowmick & Sukho Ranjan Bhowmick, by the strength of a Registered Deed of Conveyance, registered on 05.09.1972, in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I. Volume No. 95, Pages 47 to 51, being Deed No. 5897 for the year 1972.

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- 5.1.3.20 Record by Chittaranjan Bhowmick: The said Chittaranjan Bhowmick recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 213/1.
- 5.1.3.21 Demise of Chittaranjan Bhowmick: The said Chittaranjan Bhowmick died intestate on 24.11.1986, leaving behind his wife Ava Rani Bhowmick, two sons Sekhar Bhowmick & Anupam Bhowmick and two married daughters Snigdha Sinha, wife of Barun Sinha & Susmita Banerjee, wife of S.N. Banerjee as his heirs and successors in interest in respect of the aforesaid land, left by the said Chittaranjan Bhowmick, since deceased.
- 5.1.3.22 Jointly Sale by Ava Rani Bhowmick & Others to Pramila Nag: The said Ava Rani Bhowmick, Sekhar Bhowmick, Anupam Bhowmick, Snigdha Sinha & Susmita Banerjee jointly sold, transferred and conveyed 5 (Five) Cottah more or less of land out of their possession, in C.S. Dag No. 60, R.S. Dag No. 48 under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 213/1, in Mouza Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to one of the present owners, Pramila Nag, by the strength of a Registered Deed of Conveyance, registered on 18.01.1995, in the office of the D.S.R. North 24 Parganas at Barasat, and recorded in Book No. 1, Volume No. 6, Pages 107 to 112, being Deed No. 300 for the year 1995.
- 5.1.3.23 Again Jointly Sale by Ava Rani Bhowmick & Others to the said Pramila Nag: The said Ava Rani Bhowmick, Sekhar Bhowmick, Anupam Bhowmick, Snigdha Sinha & Susmita Banerjee again jointly sold, transferred and conveyed 11 (Eleven) Cottahs 14 (Fourteen) Chittacks 0 (Zero) sq.ft. more or less of land out of their possession, in C.S. Dag No. 60, R.S. Dag No. 48 under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 213/1, in Mouza Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, to the said Pramila Nag, by the strength of a Registered Deed of Conveyance, registered on 16.06.1999, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 45, Pages 303 to 314, being Deed No. 1811 for the year 1999.
- 5.1.3.24 Record by Pramila Nag: The said Pramila Nag recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1036.

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- 5.1.3.25 Absolute Ownership of Pramila Nag: Thus on the basis of the aforesaid deeds, Deed No. 300 for the year 1995 and Deed No. 1811 for the year 1999, the said Pramila Nag became the absolute owner of land measuring 16 (Sixteen) Cottahs 14 (Fourteen) Chittacks 0 (Zero) sq.ft. more or less in C.S. Dag No. 60, R.S. Dag No. 48 under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian No. 1036, in Mouza Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, West Bengal.
- 5.1.3.26 Joint Ownership of Paresh Chandra Nath, Pramila Nag & Parna Nag : The said Paresh Chandra Nath, Pramila Nag & Parna Nag amalgamated their respective plots into one single plot and became the absolute joint owners of demarcated and amalgamated plot of Bagan land in total measuring 48 (Forty Eight) Cottahs 5 (Five) Chittacks 39.60 (Thirty Nine Point Six Zero) sq.ft. more or less, in C.S. Dag No. 60, R.S./L.R. Dag No. 48 under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian Nos. 1035, 1034 & 1036, in Mouza Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, West Bengal.
- 5.1.3.27 Sale by Paresh Chandra Nath, Pramila Nag & Parna Nag to Imperial Conclave Pvt. Ltd. & Others: The said Paresh Chandra Nag, Pramila Nag & Parna Nag jointly sold, transferred and conveyed the aforesaid demarcated and amalgamated plot of Bagan land in total measuring 48 (Forty Eight) Cottahs 5 (Five) Chittacks 39.60 (Thirty Nine Point Six Zero) sq.ft. be the same a little more or less, to the present owners herein, Imperial Conclave Pvt. Ltd., Kwality Realtech Pvt. Ltd., Kolkata Niketan Pvt. Ltd., Amrish Prashad Rungta & Gayatri Rungta, by the strength of a Registered Deed of Conveyance, registered on 25.05.2012, in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, CD Volume No. 9, Pages 14338 to 14367, being Deed No. 16598 for the year 2012.

#### 5.1.4 Record by the owners:

The said Amrish Prashad Rungta recorded his name in the L.R. Settlement, in L.R. Khatian No. 2712 and also the said Gayatri Rungta recorded her name in the L.R. Settlement, in L.R. Khatian No. 2909 and also the said Kwality Realtech Private Limited recorded its name in the

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L.R. Settlement, in L.R. Khatian No. 2907 and also the said Imperial Conclave Private limited recorded its name in the L.R. Settlement, in L.R. Khatian No. 2906 and also the said Kolkata Niketan Private limited recorded its name in the L.R. Settlement, in L.R. Khatian No. 2908, in respect of their respective plots of land.

5.1.5 Joint Ownership of Imperial Conclave Pvt. Ltd. & Others: Thus the said Imperial Conclave Pvt. Ltd., Kwality Realtech Pvt. Ltd., Kolkata Niketan Pvt. Ltd., Amrish Prashad Rungta & Gayatri Rungta amalgamated their respective plots into one single plot and became the absolute joint owners of demarcated and amalgamated plot of Bagan land as follows:

C.S. Dag Amalgan	R.S./L nated Plot of Land		Nature of Land
No.	Dag No.		K-CH-SFT
8	47	Bagen	01-08-04.00
60	48	Bagan	48-05-39.60
60	48	Bagan	25-00-00.00
			74-13-43.60

in total measuring 74 (Seventy Four) Cottahs 13 (Thirteen) Chittacks 43.60 (Forty Three Point Six Zero) sq.ft. be the same a little more or less, in C.S. Dag Nos. 8 & 60, R.S./L.R. Dag Nos. 47 & 48 under C.S. Khatian No. 129, R.S. Khatian Nos. 78 & 149, L.R. Khatian Nos. 1035, 1034 & 1036 corressponding to L.R. Khatian Nos. 2712, 2909, 2908, 2907 & 2908, in Mouza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, in the District North 24 Parganas, West Bengal, morefully described in the First Schedule hereunder written and the above mentioned

5.1.6 Gift by Imperial Conclave Pvt. Ltd., & Others in favour of Rajarhat Panchayet Samity: The said the said Imperial Conclave Pvt. Ltd., Kwality Realtech Pvt. Ltd., Kolkata Niketan Pvt. Ltd., Amrish Prashad Rungta & Gayatri Rungta gifted a demarcated plot of vacant land measuring 74.986 (Seventy Four Point Nine Eight Six) Square Meter equivalent to 807.149 (Eight Hundred Seven Point One Four Nine)

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Squarc Feet be the same a little more or less, out of the aforesaid total land measuring 1.23 Acre be the same a little more or less, lying and situate at Mouza - Bhatenda, J.L. No. 28, Re.Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, comprised in C.S. Dag No. 60 & 8, R.S./L.R. Dag No. 48, under C.S. Khatian No. 129, R.S. Khatian No. 149, L.R. Khatian Nos. 2906, 2907, 2908, 2712 & 2909, A.D.S.R.O. Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, Pin - 700135, in the State of West Bengal, in favour of Rajarhat Panchayet Samity, registered on 24.07.2020, in the office of the A.D.S.R. Rajarhat and recorded in Book No. 1, Volume No. 1523-2020, Pages 195262 to 195283, being Deed No. 152304573 for the year 2020.

- 6. Desire of Development of the Land & Acceptance: The said Imperial Conclave Pvt. Ltd., Kwality Realtech Pvt. Ltd., Kolkata Niketan Pvt. Ltd., Amrish Prashad Rungta & Gayatri Rungta, Landowners herein express their desire to develop the aforesaid amalgamated plot of land measuring 73 (Seventy Three) Cottah 12 (Twelve) Chittack 1.451 (One point Four Five One) sq.ft. be the same a little more or less, morefully described in the First Schedule hereunder written, by constructing a multi storied building thereon, and the present Developer accepted the said proposal and the present Landowners have decided to enter into this present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.
- Enquiries and Satisfaction of Developer:
- 7.1 Absolute Ownership: The said owners are absolute owners of the said property.
- 7.2 Records: The Owners duly mutated their names in the records of the B.L. & L.R.O. as the Rayat of the said property.
- 7.3 Satisfaction: Prior to entereing into this agreement the Developer has satisfied it self on the basis of the independent enquiries and duc diligence execrcise and professional advice it has received as to the following:
  - a) The facts as herein before recited are all true and correct.

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- b) The title of the owners to the said property are clear and the owners has a good and markatable title to the same free from all encumbrances.
- c) The said property is free from all encumbrances, mortgages, charges, liens, lispendens, attachments, trusts, debutters, leases, occupancy rights, thika tenancy, alignments, acquisitions, requisitions and liabilities whatsoever and howsoever.
- d) The right of the owners to construct the project.
- c) The Developer has approch the owners to grant a license on asis-where-is basis, to carry out development of the said property and to incur all costs, charges and expenses for undertaking development/construction of the new building(s) at the said property on revenue sharing basis and for the consideration and on the terms and conditions herein after contain.
- 7.4 Registered Power of Attorney: For the smooth running of the said project, the Landowners herein agreed to execute a registered Power of Attorney, by which the Landowners herein have appointed and nominated the Developer herein, as their Constituted Attorney, to act on behalf of the Landowners.

#### DEFINITION :

- 8.1 Building: Shall mean multi-storied building so to be constructed on the schedule property.
- 8.2 Applicable Law; Applicable shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decress or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter and shall include change in Laws; and shall include The Real Estate (Regulation and Development) Act 2016 ("RERA") and/or the West Bengal Housing Industry Regulation Act 2017 ("HIRA");
- 8.3 Saleable Space: Shall mean the space within the building, which is to be available as an unit / flat for independent use and occupation in respect

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of Landowners' Allocation & Developer's Allocation as mentioned in this Agreement.

- 8.4 Carpet Area: In respect of any Unit shall mean the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit, as may be certified by the Architect.
- 8.5 Built Up Area/Lockable Area: Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.
- 8.6 Total Covered Area: Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs & lobby areas of that particular floor.
- 8.7 Super Built Up Area (For any Individual Unit): Here super built up area means the total covered area plus service area.
- 8.8 Common Area, Facilities & Amenities: Shall mean the areas installations facilities in the new buildings and the said property and expressed or intended by the Developer for common use and enjoyment by the owners and the other purchasers of the flats/units in the new buildings it includes areas such as entrance 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.
- 8.9 Common Expenses: shall mean and include the purpose of managing maintaining upkeeping and administering the New Building(s) and the said property and in particular the common areas and facilities and all other common installations and other common purposes and for rendition of services in common to the Purchaser/s holders of flats/units therein.

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- 8.10 Common Purpose: shall mean and include the purpose of managing maintaining upkeeping and administering the New Building(s) and the said property and in particular the common areas and facilities, common installations, rendition of services in common to the Purchaser/s / holders of units in the New Building(s), collection and disbursement of the common expenses and dealing with all matters of common interest of the Purchaser/s / holders of flat/units in the New Building(s).
- 8.11 Architect / Engineer : Shall mean such person or persons being appointed by the Developer.
- 8.12 Project; shall mean the development and construction of a real estate project on the Said Property.
- 8.13 Building Plan: Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the concerned authority.
- 8.14 New Building(s): shall mean and include one or more multi-storied building or buildings, and other constructed areas constructed from time to time in accordance with the plan / plans as shall be sanctioned by the appropriate / concerned authorities and which are to be constructed by the Developer at the Said Property.
- 8.15 Units / Spaces / Flats / Duplexs : shall mean all saleable spaces / constructed areas in the New Building(s), or any other space, capable of being independently and exclusively held used occupied and enjoyed by any person and shall include open terraces, if any attached to any unit/ spaces / slats / duplexs.
- 8.16 Parking Spaces: shall mean the spaces in the basement, ground floor or any other floor of the New Building(s) and also at the open areas at the ground level in the Said Property delineated by the Developer as indicating a right to park motor cars and two wheelers therein or thereat.

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- 8.17 Person: means any individual, company, corporation, partnership, limited liability partnership, joint venture, trust, unincorporated organisation, government or governmental authority or agency or any other legal entity.
- 8.20 Taxes: means all taxes, assessments, duties, levies and charges, including ad valorem taxes on real property, GST, Personal property taxes and business and occupation taxes, imposed by any governmental / statutory authority in connection with the development of Said Property and collection / allocation of revenues/spaces.
- 8.21 Transfer of Units: means sale and transfer of Units or Spaces together with undivided proportionate share of land attributable thereto to the Intending Purchaser(s) in terms of section 54 of the Transfer of Property Act by way of deed of sale upon receipt of the agreed consideration amount in full from such intending Purchaser(s).
- 8.22 Gross Revenue: shall mean and include all amounts realised by the Developer on any head or account arising out of or relating to the Project whether or not from intending Purchaser/s for sale of Units at the Said Property with or without car parking spaces and all other realisations from or arising out of or relating to the Said Property or project or in any manner attributable thereto including cancellation charges (if any), etc., remaining after deduction of the following items only from such amounts, i.e.
  - a) G.S.T; As applicable by the Goods and Services Tax
  - b) Deposits for electricity, water connection, actual cost of formation of maintenance agency, other security deposits received from intending Purchaser/s any amounts received for any other mutually decided

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specified purpose not forming part of the consideration for sale, transfer of Units or other spaces rights or benefits;

- c) Amounts received from intending Purchaser/s of Units as deposits / advances including against rates and taxes and maintenance charges, sinking fund.
- 8.23 Revenue Collection Account or Escrow Account; for the purpose of this Agreement means the account opened with a mutually acceptable Bank of the purpose of collection of all revenues and receipts relating to the Project including the Gross Revenues and all other incomes or collections or deposits including items which are excluded from the meaning of the term Gross Revenue and if financial institutions / banks from whom the Developer may have obtained credit facilities, require the Developer to maintain a separate account for th purpose of collection of such amount, then such account shall for the purpose of this Agreement, be treated as the Revenue Collection Account. It is clarified that such account shall be an escrow account jointly controlled by the Owner and Developer with instructions to the escrow bank to transfer the Owner's Revenue Share to the bank account designated by the Owner, immediately upon receipt of funds from the intending Purchaser. It would be data and tell by both and tell by both and transferred to the suspective parties occount according to these nations of the clause hold.

8.24 Interpretations: In this Agreement (save to the extent that the context otherwise so requires);

- a) Any reference to any act of Parliament or Legislature whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all rules, instruments, orders, plans, regulations, bye laws, permissions or directions any time issued under it.
- b) Reference to any Agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated in writing.

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- c) A reference to a statutory provision shall include a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- d) Any reference to this Agreement or any of the provisions thereof shall include all amendments and modification made to this Agreement in writing from time to time.
- c) The Schedules to this Agreement shall have effect and be construed as an integral part of this Agreement.
- f) Words importing Singular shall include plural and vice versa.
- g) Words importing masculine gender shall include feminine and neuter genders and likewise words importing feminine gender shall include masculine and neuter genders And similarly words importing neuter gender shall include masculine and feminine genders.

## 9. CONSIDERATION AND PROFIT SHARING:

Owner Allocation: The share of the Owner in the Project shall be 20% (Twenty Percent) of the Gross Revenue

**Developer Allocation:** The share of the Developer in the Project shall be 80% (Eighty Percent) ("Agreed Ratio") of the Gross Revenue

9.2 In consideration of the terms conditions and covenants herein contained and on the part of Developer to be paid observed and performed for development of the Said Property by construction and/or developing the Project at its own costs and expenses in accordance with the plan and payment of Owners' Share in the manner herein mentioned and all other terms, conditions and covenants herein contained, the Owners have agree to put the Developer, subject to and in terms hereof, in permissive possession of the Said Property as a licensee of the Owners on the terms of this Agreement for development of the Said Property.

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9.3 In consideration of the grant of the development rights by the Owners to the Developer under the terms of this Agreement, the Owners and the Developer agree that out of the Gross Profit, the Owners shall be entitled to the Owners' Share and the Developer be entitled to the Developer's Share as defined hereinbefore

## 10. LANDOWNERS' RIGHT & REPRESENTATION :

- 10.1 Indemnification regarding Possession & Delivery: The Landowners are now seized and possessed of and / or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.
- 10.2 Free From Encumbrance: The Landowners also indemnify that the schedule property is free from all encumbrances and the Landowners have marketable title in respect of the said premises.

#### 11. DEVELOPER'S RIGHTS:

- 11.1 Authority of Developer: The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.
- 11.2 Right of Construction: The Landowners hereby grant permission an exclusive rights to the Developer to build new building upon the schedule property.
- 11.3 Construction Cost: The Developer shall carry total construction work of the present building at their own costs and expenses. No liability on account of construction cost will be charged from Landowners' Allocation.

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- 11.4 Sale Proceeds: The Developer will entrusted to take all sale proceeds of the project and to deposit it in the escrow account.
- 11.5 Booking & Agreement for Sale: Booking from intending purchasers for the project as per terms of Development Agreement the said possession/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowners as a Registered Power of Attorney Holder. All the sales consideration of the project either partly or wholely will be taken by the Developer and issue money receipt in her/their own name but without creating any liability on the Landowners.
- 11.6 Selling Rate: The selling rate of the project will be fixed by the Developer without any permission or consultation with the Landowners.
- 11.7 Profit & Loss: The profit carned from the project will be entirely received by the Land owner and Developer on basis of their proportionate ratio and in case of loss in the project, the loss should be entirely borned by the developer. The developer cannot allocate loss to the Land owners.
- 11.8 Possession to the intending purchaser/s: On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representative and Power of Attorney holder of the Landowners.
- 11.9 Deed of Conveyance: The Deed of Conveyance of Developer's Allocation, will be signed by the Developer on behalf of and as representative and registered Power of Attorney Holder of the Landowners.

## 12. CONSIDERATION:

12.1 Permission against Consideration: The Landowners grant permission for exclusive right to construct the proposed building in consideration of Landowners' Allocation to the Developer.

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#### 13. POWER AND PROCEDURE:

- 13.1 We, the Landowners/Executants/Principals herein, are executing this present Registered Power of Attorney irrevocable upto the period of completion of the project in writing in favour of the Developer including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for the project, and for this purpose, we are hereby appointing, nominating and constituting the present Developer, as our constituted attorney, to do, act and represent ourselves in our names and on our behalf, as follows:
- (a) To appear and represent before the authorities of Bishnupur 1 No. Gram Panchayet; CESC Ltd./W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new building/s and do all the needful as per the terms and conditions mentioned in this present Development Agreement for allotment/registration and sale of Bats, shops, garage spaces of the Project.
- (b) To apply, obtain electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and / or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Developer/Attorney may think fit and proper.
- (c) To manage and maintain the said premises including the building to be constructed thereon,
- (d) To sign, verify and file applications, forms, building plans and revised building plans for multi storied building/s, deeds, documents and papers in respect of said premises before Bishmupur 1 No. Gram Panchayet or before any other statutory authorities for the purpose of maintenance,

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protection, preservation and construction of building over and above the said premises.

- (e) To pay all Panchayet and other Statutory Taxes, Rates and charges in respect of the said land and premises on our behalf and in our names as and when the same will become due and payable.
- (1) To enter in to any Agreement for Sale, Memorandum of Understanding and / or to execute deed of amalgamation with neighbour's plot of land of the schedule property and / or any other instruments and deeds & documents in respect of sale of flat/s, units and / or car parking spaces in the proposed building in favour of the intending purchaser/s in terms of the present Development Agreement. To take finance/loan in her/their names (Developer's names) or in the name of intending purchaser/s from concern by depositing and flat/flats/shops/garages from the Project and to sign in the papers and documents for the said purpose. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and / or Deed of Conveyance and / or any other instrument and document in respect of sale of flat/s, shop/s, units and / or car parking spaces in the proposed building/s in favour of the intending purchaser/s relating to the Project.
- (g) To receive the consideration money in cash or by cheque / draft from the intending purchaser or purchasers for booking of flat/s, shops/garages or units or car parking spaces relating to the Project and to grant receipts thereof and to give full discharge to the purchaser/s as lawful representative in the said new building.
- (h) To do all the needful according to the condition mentioned in this present Development Agreement regarding negotiation, agreement / contact for sale of flats, garages, covered spaces and car parking spaces from the Project.
- (i) To instruct the Ld. Advocate / Ld. Lawyer for preparing and / or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in this present Development Agreement, as may be necessary for the

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purpose for sale of the flats / units and car parking spaces in the said building/s.

- (i) To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning the said premises or any part or portion thereof.
- (k) To sign, declare and / or affirm any Plaint, Written Statement, Petition, Affidavit, Verification, Vokalatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to the said premises or in anyway connected therewith, arising out of the agreements and relating to the construction to be made in the premises.
- (l) That Attorney/Developer will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale / Deeds of Conveyance in favour of any intending purchasers of the Project.
- (m) For all or any of the purposes herein before stated and to appear and represent us before all concerned authorities having jurisdiction over the said premises as per the condition mentioned in the this present Agreement.
- (n) The Attorney/Developer will do the aforesaid acts, deeds and things regarding development of the land mentioned in the schedule of this present Development Agreement.

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## 14. NEW BUILDING:

- 14.1 Completion of Project: The Developer shall at their own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.
- 14.2 Installation of Common Amenities: The Developer shall install and creet in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection, electric meter of the owner from the CESC Ltd./W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.
- 14.3 Architect Fees etc.: All costs, charges and expenses including Architect's fees, Engineer's fees, plan / revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowners shall bear no responsibility in this context and in this respect as well as on that accounts.
- 14.4 Upkeep Repair & Maintenance; Upkeep repair and maintenance of the said building and other erection and / or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

## 15. LANDOWNERS' OBLIGATION :

#### 15.1 No Interference :

The Landowners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the building by the Developer 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 not to let out, grant, lease, mortgage and / or charge the said property or any portion thereof

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without the consent in writing of the Developer during the period of construction.

## 16. DEVELOPER'S OBLIGATIONS :

- 16.1 Time Schedule of Completion of Project: The Developer hereby agrees and covenants with the Landowners to Complete the Project within 36(Thirty Six) months from the date of sanctioning the building plan from the concerned authority. The Landowners also permit the Developer a grace period of 6 (Six) months more to complete the project in all respect and with common spaces, facilities and amenities.
- 16.2 Penalty: If the project will not be completed within the stated period, then the Developer shall be liable to pay demurrage as per negotiation.
- 16.3 No Violation: The Developer hereby agrees and covenants with the Landowners not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

## 17. LANDOWNERS' INDEMNITY

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

#### 18. DEVELOPER'S INDEMNITY:

The Developer hereby undertakes to keep the Landowners indemnified against third party claiming and actions arising out of any sort of act of ommission or commission of the Developer in relation to the construction of the said building against all actions, suits, costs, proceedings and

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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.

### 19. MISCELLANEOUS:

- 20.1 Co-operation: Each of the parties shall co-operate with the other to effectuate and implement this Agreement and shall execute and/or register such further documents and papers as be required by the other party for giving full effect to the terms hereunder agreed.
- 20.2 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 Landowners and various applications and other documents may be required to be signed or made by the Landowners related to which specific provisions may not have been mentioned herein. The Landowners hereby undertake to do all such legal acts, deeds, matters and things as and when required and the Landowners shall execute any such additional power of attorney and / or authorisation as may be required by the Developer for any such purposes and the Landowners 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 Landowners and / or against the spirit of these presents.
- 20.3 Not Responsible: The Landowners 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 and keep the Landowners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 20.4 Process of Issuing Notice: Any notice required to be given by the Developer to the Landowners shall without prejudice to any other mode of service available be deemed to have been served on the Landowners if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have

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been served on the Developer by the Landowners if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.

- 20.5 Formation of Association; After the completion of the said building and receiving peaceful possession of the allocation, the Landowners hereby agree to abide by all the rules and regulations to be framed by any society / association / holding organisation and / or any other organisation, who will be in charge or such management of the affairs of the building and / or common parts thereof and hereby given their consent to abide by such rules and regulations.
- 20.6 Names of the Building: The names of the building shall be given by developer in due course.
- 20.7 Right to borrow fund: The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowners or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Landowners 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 Landowners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- 20.8 Documentation: The Landowners delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the Landowners will bound to produce documents in original before any competent authority for inspection.

## FORCE MAJEURE :

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

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

#### 22. DISPUTES :

Disputes or differences in relation to or assising 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 and Conciliation Act, 1996, with modifications made from time to time. 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 Advisors of the Developer and Landowners.

Place: The place of arbitration shall be Kolkata only.

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

## 23. JURISDICTION:

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

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## THE FIRST SCHEDULE ABOVE REFERRED TO

## [Description of Land]

ALL THAT piece and parcel of a demarcated plot of Bastu(Housing Complex) land measuring 73 (Seventy Three) Cottain 12 (Twelve) Chittack 1.451 (One point Four Five One) sq.ft. equivalent to 123 decimals be the same a little more or less, in C.S. Dag Nos. 8 & 60, R.S./L.R. Dag Nos. 47 & 48, under C.S. Khatian No. 129, R.S. Khatian Nos. 78 & 149, L.R. Khatian Nos. 1035, 1034 & 1036 corresponding to L.R. Khatian Nos. 2712, 2909, 2908, 2907 & 2908, lying and situate at Mouza - Bhatenda, J.L. No. 28, Rc. Sa. No. 50, Touzi No. 2998, P.S. Rajarhat, A.D.S.R.O. formerly Bidhannagar, Salt Lake City presently Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, West Bengal, The plot of land is mentioned below in tabular form and butted & bounded as follows:-

R.S/L.R Dag	L.R Khatian	Nature	Area
47	2712	Bastu(Housing Complex)	6 decimals
48	2906,2907,2908,2909 and 2712	Bastu(Housing Complex)	117 decimals
	-12	Total Area	123 decimals

ON THE NORTH -

Cannel.

ON THE SOUTH

R.S. Dag No. 40 & 44.

ON THE EAST

17 ft wide Bhatenda Karmakar Para Road

ON THE WEST

R.S. Dag No. 45 & 46.

# THE SECOND SCHEDULE ABOVE REFERRED TO

### [Specifications]

- STRUCTURE: Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
- EXTERNAL WALL: 8" thick brick wall and plastered with cement mortar.
- INTERNAL WALL; 5"/3" thick brick wall and plastered with cement mortar.
- FLOORING: Flooring is of flat will be of Vertified Tiles. Flooring of garage is comented.

- yangton Right

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- BATH ROOM: Bath room fitted upto Door top level height with glazed tiles of standard brand.
- KITCHEN: Ceramic Tiles Flooring. Ceramic tiles up to 2 Ft. above working platform, counter with Stainless steel sink & Provison for Exhaust Fan.
- TOILET: Ceramic Tiles up to Door Level, Anti skid Ceramic Tiles, White Sanitary Fixture, CP Fittings and Provision Toilet of European type commode with standard P.V.C. Cistern. All fittings are in standard type. One wash hand basin is in each toilet. Provision for geyser.
- DOORS: Quality flush Doors & quality lock for main door. Good quality flush doors in other rooms also.
- WINDOWS: Anodized aluminum sliding and/or any other.
- WATER SUPPLY: Water supply around the clock is assured for which necessary deep tube well will be installed.
- PLUMBING: Toilct concealed wiring with PVC Pipe with two bibcock, one shower each in toilct, all fittings are standard quality.
- 12. VERANDAH : Verandah grill will provide up to 2' 6" height from 1' 0" top of floor.

#### ELECTRICAL WORKS:

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

#### PAINTING :

ii) Inside wall of the flat will be finished with plaster of paris and external wall with weather coat or equivalent.

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No. Qui

All door and windows frame painted with two coats white primer.

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

# THE THIRD SCHEDULE ABOVE REFERRED TO

# [Common Areas and Installations]

- Foundation, Columns, Beams, Supporting Corridors, Lobbics;
- Entrance and Exits, Pathways, Dirveways;
- Staircase, Landings;
- Boundary Walls;
- Window and Grills in the Common Areas ect.;
- Electrical Room, Electric Meter for common lighting;
- Water supply ipes, water Filtration Plant and its installations;
- Pumps, its installations and the Pump Room;
- Fire Pump and Pump Room;
- Transformers and the space for its installations;
- Shafts, Ducts, electrical wiring for the Common lightning, fittings and its accessories for the Common Arca;
- Drainage, Swerage Pits, Pipeline and accessories;
- Security Guard Room/Caretaker Room, Toilets for the Security Guards/Caretakers;
- Garden or Landscape Area;
- Community Hall;
- Gymnasium;
- Children's Paly Area;

gengatin Rollin

NO. Qui

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

# SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

in the presence of :

- Debanish Roz 510. N. Roy
- Sodepm Rond P.S. E. Workenpeller P.O. Havi despur Vel -82
- 2. Arnob Saha Jenne Road

-gayatri Rungla-Director

- 2. gayatn Runglar 3. Amry D. Rung
- 4. KOLKATA NIKETAN PVT. LTD.

For, Kwality Realtech Pvt. Ltd.

LANDOWNERS

IMPERIAL CONCLAVE PVT. LTD.

-yougath Runglin

IMPERIAL CONCLAVE PVT. LTD.

DEVELOPER

Samaresh Ghosh Advocate, High Court Reg-WB/1995/2010 For Ghosh & Saha Law Firm Lake Town, Kolkata-89



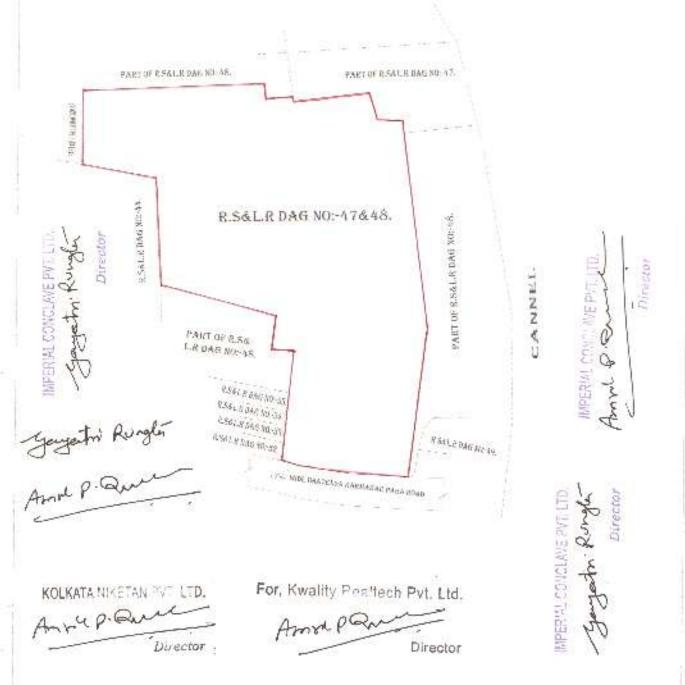
SITE PLAN OF C.S DAG NO:-60 CORRESPONDING R.S&L.R DAG NO:-47&48.RECORDED IN

C.S KHATION NO:-129.R.S KHATION NO:-78,149 & L.R KHATIAN NO:-2712,2906,2907,2908,

2909&2712.AT MOUZA:-BHATENDA J.L NO:-28 R.S NO:-50 TOUZI NO:-2998 P.S:-RAJARHAT.DIST:-NORTH 24 PARGANAS UNDER:-RAJARHAT BISHNUPUR(I)NO GRAM PANCHYET.

#### AREA OF LAND

R.S&L.R DAG NO:-47=06 DECIMAL R.S&L.R DAG NO:-48=117 DECIMAL TOTAL=123 DECIMAL



and the

LAND OWNERS

DEVELOPER



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

e-Challan

GRN:

19-202021-014159227-1

Payment Mode

Online Payment

GRN Date: 20/11/2020 12:03:32

Bank:

State Bank of India

BRN:

CKO4759307

BRN Date: 20/11/2020 12:05:00

### DEPOSITOR'S DETAILS

ld No.:

2001498322/5/2020

(Guery No./Query Year)

Name:

Ghosh and Saha

Contact No.:

Mobile No.:

+91 9874240240

E-mail:

samaresh.adv@gmail.com

Address:

Lake Town

Applicant Name:

Mr Debasish Roy

Office Name:

Office Address:

Status of Depositor:

Solicitor firm

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

Payment No 5

#### PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ 7]
1	2001498322/5/2020	Property Registration-Stamp duty	0030-02-103-003-02	74920
2	2001498322/5/2020	Proporty Registration-Registration Fees	0030-03-104-001-16	21

Total

74941

in Words:

Rupees Seventy Four Thousand Nine Hundred Forty One only

Susser Children Designation

मारत सरकार GOVT OFINDIA

AMRISH PRASHAD BUNGTA

RAGRUKATH PRASHAU BUNGTA

4:17008/1999

2-11-6-1

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Ans. and

'आयंकर विभाग NO.META, BEPARIMENT



भारत सरकार GOVT OFINDIA

KOLKATA NIKETAN PRIVATE LIMITED

24/09/2008

Parimonal Capacint Number

AADCK505JA

KOLKATA NIKETAN PVT. LTD.

Jegetha Runglas

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मारत सरकार GOVT OFINDIA

स्वती नेजा सहय कार्ड

AABCI9841P

IMPERIAL CONTLACTS PRIVATE LIMITED

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Feb. 9 - (n. 1721 808), Park \$1,40 375 - 848 (1991) - Cambridge L. (c. 16)

IMPERIAL CONCLAVE PVT. LTD.

Director

आयकर विमाण क्षेत्र INCOMETAX DEPARTMENT <u>क</u> KWALITY REALTECH PRIVATE LIMITED

भारतः सरकार GOVE OFINDIA

07/05/2007

Permana t Apaquint Number AADCK1003H

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For, Kwality Realtech Pvt. Ltd.

Director





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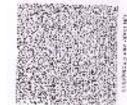
### भारत सरकार

### - Montagues, Authority of India Government of India

Enrament No. 2189/68784/89536

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भाषका अवतः । कानासा / Your American No. :

7740 7663 7808

नेरा अधार, नेरी पहचान

PROGRESS Constituent of table



SAYA ALBUNGIA December 1,7208 (1,044,197) Funder FEMALE

7740 7663 7808

वेश अध्यात कोरी प्रश्नमान





- सहाराम का अभाग है, नागविश्वता का महा ।
- महरूल का प्रसास और लाइन शीधी-देक्षणन ग्रांग शाम करें।
- गर्ह एक इतेक्ट्रॉमिक माक्रेक द्वारा हमा ५५ वर्ष है ।
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आयकर विभाग

INCOME TAX DEPARTMENT

GAYATRI BUNGTA

BASUDEV AGARWAL

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भारत सरकार GOVT. OF INDIA





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# **BAR COUNCIL OF WEST BENGAL**

(A body constituted under the Advocate Act, 1961)
2 & 3, Kiran Sankar Ray Road, City Civil Court Building, 7th Fl., Vol-700 001

Phone: 2248-8956, 2248-7233, 2230-5771, Tele Fax: 2248-7233

E-mail: westbengalbarcouncil@gmail.com Website: www.wbbarcouncil.org

# **IDENTITY CARD**

NAME : DEBASISH ROY, Advocate

Father's/Husband's Name Sri. Nityananda Roy

(SANATAN MUKHOPADHYAY)
Chairman Executive Committee

(ASHOK KUMAR DEB)
Chairman



Card	Nes	D-9004
share of	14.00	***********

Address Recorded on the	Roll Ch Neyarends Roy, Society Road (Near Randonal Videosietan)
	PS+PO : Hardevour, Kollesta-700 (N2)
Present Address	DO
********************************	

Date of Birth 04.11.1988

Date 23.11.2016

NB : Valid till WB No. is not assigned

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Secretary / Assistant Secretary

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Debarish Ron





## भारत सरकार

# Government of India

Enrolment No.: 2189/58784/89537

Amrich Preshold Burgts
Syd Begruneth Preshod Burgts
93 FLAT NO. 17/18/0, Kurrings 1
Stinker, Schipp ONY AA III B
NEW TOWN, KOLKATA
New Jown Action Area II
Now Town Action Area 2
North 24 Pargamas Wes Itel (je. - 700201
9903391119

Contractor Data (DOZIDAL)





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भेरा आधार, भेरी पहचान



State Section
Government of India



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- अच्च । का प्रमाण औमलाइम ऑर्डिन्टिकेश व g स प्राप्त करें ।
- यस एक इलंक्ट्रीनिक प्रक्रिया द्वारा वसा दुआ पत्र है |

#### INFORMATION

- Additional is a proof of identity, not of citizenship.
- To establish identity, authoriticate online.
- This is electronically generated letter.
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- अपन्य भविषय में तरकारी और गैर-सरकारी संवाजी का छाई। ५००) में अपनेशी होगा ।
- Applicant is valid throughout the country.
- Apphase will be neighble in availing Government, and Nort Government services in future.



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Address: SC Saphundt Frished Birthes, P.2 FLAT (CS 17/10), RITYTHM 1, SURINGS STUPHON, AA-II BIRTHM 10WR (CURATA NEW TOWN ACION WEST, North 24 Farganos, West Bengal - 30006).



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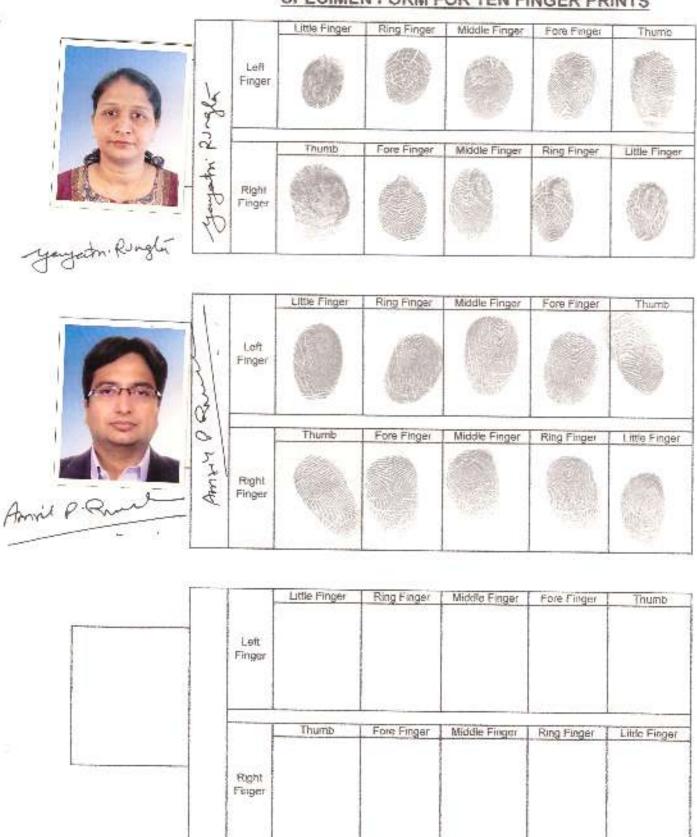
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## SPECIMEN FORM FOR TEN FINGER PRINTS



## Major Information of the Deed

Deed No :	I-1901-04256/2020	Date of Registration	22(44/2020		
Query No / Year 1901-2001498322/2020					
Query Date	17/11/2020 9:21:59 PM	Office where deed is registered 1901-2001498322/2020			
Applicant Name, Address & Other Details	Debasish Roy	Oukur District South 24 Pagange MEST DENGAL DIS			
Transaction		Additional Transaction			
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property			
Set Forth value		Agreement [No of Agreement : 2]			
Rs. 2,000/-		Market Value			
Stampduty Paid(SD)		Rs. 4,08,85,740/-			
		Registration Fee Paid			
Rs. 75.020/- (Article:48(g))		Rs. 101/- (Article:E, E)			
Remarks		1			

## Land Details :

District: North 24-Parganas P.S.- Rajarhat, Gram Panchayat RAJARHAT BISHNUPUR-I, Mouza; Bhatenda, JI No. 28. Pin Code: 700135

Sch No	Plot Number		Land Proposed	Use ROR	Area of Land	The company of the co	Market Value (in Rs.)	Other Details
11	LR-47 (RS -)	LR-2712	Bastu	Bastu	6 Dec	1,000/-	29,20,410/-	Width of Approach Road: 17 Ft., Adjacent to Metal Road,
LZ	LR-48 (RS -)	LR-2908	Bastu	Bastu	117 Dec	35,835		Width of Approach Road: 17 Ft.,
		TOTAL:			123Dec	2,000 /-	408,85,740 /-	
	Grand	Total:	1		123Dec	2,000 /-	408,85,740 /-	

## Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
	IMPERIAL CONCLAVE PRIVATE LIMITED  3/7, EK Tower P.O NEW TOWN, P.S New Town, District -North 24-Parganas, West Bengal, India, PIN - 700161, PAN No. AAxxxxxxx1P, Aadhaar No Not Provided by UIDAL Status: Organization, Executed by: Representative, Executed by: Representative

Mrs GAYATRI RUNGTA
Wife of Mr Amrish Prashad
Rungta
Executed by: Self, Date of
Execution; 23/11/2020
, Admitted by: Self, Date of
Admission: 23/11/2020 ,Place
: Office

Signature

Signature

LTI 23/11/2020

Sunrise Symphony, Flat No. 17/18Q, Rhythm-I, P.O:- Action Area IID, P.S:- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700161 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALXXXXXX2N, Aadhaar No: 77xxxxxxxx7808, Status :Individual, Executed by: Self, Date of Execution: 23/11/2020 , Admitted by: Self, Date of Admission: 23/11/2020 .Place: Office

Name Photo 3 Finger Print Signature Mr AMRISH PRASHAD RUNGTA (Presentant) Son of Mr Raghunath Aus R Rus Prashad Rungta Executed by: Self, Date of Execution: 23/11/2020 , Admitted by: Self, Date of Admission: 23/11/2020 ,Place : Office 23/11/2020 LTI 23/11/2020

Sunrise Symphony, Flat No. 17/18Q, Rhythm-I,, P.O:- Action Area IID, P.S:- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700161 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALxxxxxxx0Q, Aadhaar No: 75xxxxxxxxx9119, Status: Individual, Executed by: Self, Date of Execution: 23/11/2020 , Admitted by: Self, Date of Admission: 23/11/2020 .Place: Office

4 KOLKATA NIKETAN PRIVATE LIMITED

3/7 EK Tower, P.O.- New Town, P.S.- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700161, PAN No.:: AAxxxxxx0A, Aadhaar No Not Provided by UIDAI, Status Organization, Executed by: Representative, Executed by: Representative

5 KWALITY REALTECH PRIVATE LIMITED

3.7 EK Tower, P.O.- New Town, P.S.- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700161, PAN No.:: AAxxxxxx3H Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative Executed by: Representative

#### Developer Details:

No	
1	IMPERIAL CONCLAVE PRIVATE LIMITED
	3/7. EK Tower, P.O New Town, P.S New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700161 PAN No.: AAXXXXX1P.Aadhaar No Not Provided by UIDAL Status, Organization, Executed by Representative

#### Representative Details:

S No	Name,Address,Photo,Fing	er print and Signati	ure
	Name	Photo	Fit

Mrs GAYATRI RUNGTA
Wife of Amrish Prashad Rungta
Date of Execution 23/11/2020, , Admitted by:
Self, Date of Admission:
23/11/2020, Place of
Admission of Execution: Office



nger Print

Gayatri Romylas

Nov 28 2020 12:50PM

Nov 23 2020 1:00PM

LTI 23/11/2020 23/11/2020

23/11/2030

Signature

Sunrise Symphony, Flat No. 17/18Q. Rhythm-I., P.O.- Action Area IID, P.S.- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700161, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, . PAN No.:: ALxxxxxxx2N, Aadhaar No: 77xxxxxxxxx7808 Status: Representative, Representative of: IMPERIAL CONCLAVE PRIVATE LIMITED (as DIRECTOR), IMPERIAL CONCLAVE PRIVATE LIMITED (as DIRECTOR)

Name Photo Finger Print Signature

Mr AMRISH PRASHAD
RUNGTA
Son of Mr Ragnunath Prashad
Rungta
Date of Execution 23/11/2020, , Admitted by:
Self, Date of Admission:
23/11/2020, Place of
Admission of Execution; Office

Sunrise Symphony, Flat No. 17/18Q, Rhythm-I., P.O.- Action Area IID, P.S.- New Town, District:-North 24-Parganas. West Bengal. India, PIN - 700161, Sex: Male, By Caste: Hindu, Occupation: Business. Citizen of, India, PAN No.:: ALxxxxxxx0Q, Aadhaar No: 75xxxxxxxxx9119 Status: Representative, Representative of: IMPERIAL CONCLAVE PRIVATE LIMITED (as ), KOLKATA NIKETAN PRIVATE LIMITED (as DIRECTOR), IMPERIAL CONCLAVE PRIVATE LIMITED (as DIRECTOR), IMPERIAL CONCLAVE PRIVATE LIMITED (as DIRECTOR).

#### Identifier Details:

Name	Photo	Finger Print	Signature
Mr Debasish Roy Son of Mr N ROY SODEFUR ROAD, P.O:- HARIDEVPUR P.S:- Thakurpukur, District -South 24- Parganas, Wast Bengal, India, P.N - 700062	9		Delanan Ron
	23/11/2020	23/11/2020	23/11/2020

Identifier Of Mrs GAYATRI RUNGTA, Mr AMRISH PRASHAD RUNGTA, , Mrs GAYATRI RUNGTA, Mr AMRISH PRASHAD RUNGTA

Trans	fer of property for L1			
SI.No	I.No From To, with area (Name-Area)			
¥	IMPERIAL CONCLAVE PRIVATE LIMITED	IMPERIAL CONCLAVE PRIVATE LIMITED-1.2 Dec		
2	Mrs GAYATRI RUNGTA	IMPERIAL CONCLAVE PRIVATE LIMITED-1.2 Dec		
3	Mr AMRISH PRASHAD RUNGTA	IMPERIAL CONCLAVE PRIVATE LIMITED-1.2 Dec		
4	KOLKATA NIKETAN PRIVATE LIMITED	IMPERIAL CONCLAVE PRIVATE LIMITED-1,2 Dec		
5	KWALITY REALTECH PRIVATE LIMITED	IMPERIAL CONCLAVE PRIVATE LIMITED-1.2 Dec		
Trans	fer of property for L2			
SI.No	From	To. with area (Name-Area)		
1	IMPERIAL CONCLAVE PRIVATE LIMITED	IMPERIAL CONCLAVE PRIVATE LIMITED-23.4 Dec		
2	Mrs GAYATRI RUNGTA	IMPERIAL CONCLAVE PRIVATE LIMITED-23.4 Dec		
3	Mr AMRISH PRASHAD RUNGTA	IMPERIAL CONCLAVE PRIVATE LIMITED-23.4 Dec		
4	KOLKATA NIKETAN PRIVATE LIMITED	MPERIAL CONCLAVE PRIVATE LIMITED-23.4 Dec		
5	KWALITY REALTECH PRIVATE LIMITED	IMPERIAL CONCLAVE PRIVATE LIMITED-23.4 Dec		

## Land Details as per Land Record

District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat, RAJARHAT BISHNUPUR-I, Mouza: Bhatenda, JI No. 28, Pin Code: 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
<b>⊥1</b>	LR Plot No:- 47, LR Khatian No:- 2712	Owner অসমীশ প্রদান রুসভা, Gurdian:রছুনা প্রদা, Address:রুগাট-াংকে,এইচ,আই, জিা,গ্রীল উড সোনাটা, নিউটাউল,কোল-157, Classification:বাগান, Area:0.06000000 Acre,	Mr AMRISH PRASHAD RUNGTA
L2	LR Plot No:- 48, LR Khatian No:- 2908	Owner:ইম্পিরিমান কনজেন্ড প্রাঃ নিঃ, Address:9/298 নোকনাথ পার্ক, আট্যভা,কোল-157 , Classification:বাগাল, Area 0.16000000 Acre,	IMPERIAL CONCLAVE PRIVATE LIMITED

#### Endorsement For Deed Number: 1 - 190104256 / 2020

#### On 23-11-2020

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

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

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

Presented for registration at 12:35 hrs. on 23-11-2020, at the Office of the A.R.A. - I KOLKATA by Mr. AMRISH PRASHAD RUNGTA, one of the Executants.

#### 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 4.08,85,740/-

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

Execution is admitted on 23/11/2020 by 1. Mrs GAYATRI RUNGTA, Wife of Mr Amrish Prashad Rungta, Sunrise Symphony, Flat No. 17/18Q, Rhythm-I. P.O. Action Area IID. Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700161, by caste Hindu, by Profession Business, 2. Mr AMRISH PRASHAD RUNGTA, Son of Mr Raghunath Prashad Rungta, Sunrise Symphony, Flat No. 17/18Q, Rhythm-I., P.O. Action Area IID, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700161, by caste Hindu, by Profession Business

indefified by Mr Debasish Roy. , . Son of Mr N ROY, SODEPUR ROAD, P.O. HARIDEVPUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India. PIN - 700082, by caste Hindu, by profession Advocate

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

Execution is admitted on 23-11-2020 by Mrs GAYATRI RUNGTA. DIRECTOR, IMPERIAL CONCLAVE PRIVATE LIMITED (Private Limited Company). 3/7, EK Tower, P.O.- NEW TOWN, P.S.- New Town, District:-North 24-Parganas. West Bengal India, PIN - 700181; DIRECTOR, IMPERIAL CONCLAVE PRIVATE LIMITED (Private Limited Company), 3/7. EK Tower, P.O.- New Town, P.S.- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700161

Indetified by Mr Debasish Roy, , Son of Mr N ROY, SODEPUR ROAD, P.O. HARIDEVPUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by profession Advocate

Execution is admitted on 23-11-2020 by Mr AMRISH PRASHAD RUNGTA, IMPERIAL CONCLAVE PRIVATE LIMITED (Private Limited Company), 3/7, EK Tower, P.O.- NEW TOWN, P.S.- New Town, District:-North 24-Parganas, Wost Bengal, India, PIN - 700161; DIRECTOR, KOLKATA NIKETAN PRIVATE LIMITED (Private Limited Company), 3/7, EK Tower, P.O.- New Town, P.S.- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700161; DIRECTOR, KWALITY REALTECH PRIVATE LIMITED (Private Limited Company), 3/7, EK Tower, P.O.- New Town, P.S.- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700161; DIRECTOR, IMPERIAL CONCLAVE PRIVATE LIMITED (Private Limited Company), 3/7, EK Tower, P.O.- New Town, P.S.- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700161

Incetified by Mr Depasish Roy, ... Son of Mr N ROY, SODEPUR ROAD, P.O. HARIDEVPUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by profession Advocate.

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101/- (E = Rs 21/- J = Rs 55/- M(a) = Rs 21/- M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 80/-, by online = Rs 21/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department. Govt. of WB Online on 20/11/2020 12 05PM with Govt. Ref. No: 192020210141582271 on 20-11-2020. Amount Rs: 21/- Bank: State Bank of India (SBIN00000001), Ref. No. CKO4759307 on 20-11-2020, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Description of Stamp

Stamp: Type: Impressed. Senal no 2252, Amount: Rs. 100/-, Date of Purchase: 11/11/2020, Vendor name: Tapas.
 Majumder

Description of Online Payment using Government Receipt Portal System (GRIPS). Finance Department, Govt. of WB Online on 20/11/2020. 12:05PM with Govt. Ref. No. 192020210141592271 on 20-11-2020, Amount Rs. 74,920/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKO4759307 on 20-11-2020, Head of Account 0030-02-103-003-02

Low.

Debasis Patra

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2020, Page from 211065 to 211120 being No 190104256 for the year 2020.



Digitally signed by DEBASIS PATRA Date: 2020.12.05 12:11:16 +05:30 Reason: Digital Signing of Deed.

is Waley

(Debasis Patra) 2020/12/05 12:11:16 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - I KOLKATA West Bengal.

(This document is digitally signed.)