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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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A.R.A.  
IV

Certified that the Document is admitted of  
Registration. The Signature Sheet and the  
endorsement sheets attached to this document  
are the part of this Document

Additional Registrar of  
Assurances-IV, Kolkata

Additional Registrar of  
Assurances-IV, Kolkata

27 DEC 2022



### DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this the 27<sup>th</sup> day of  
December 2022.

159862

NAME	
ADD.	
23 DEC 2022	
SURAJANAN MUKHERJEE	
Amarajit Singh Vaidya	
C. C. Court	
26, P. K. S. Hwy, Phoolbagan, Kali	

A. K. Dey  
Advocate  
High Court, Calcutta

23 DEC 2022



ADDITIONAL REGISTRAR  
OF ASSURANCES, KOLKATA

27 DEC 2022



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



192022230228995048

**GRN Details**

<b>GRN:</b>	192022230228995048	<b>Payment Mode:</b>	SBI Epay
<b>GRN Date:</b>	26/12/2022 17:52:33	<b>Bank/Gateway:</b>	SBIePay Payment Gateway
<b>BRN :</b>	1629954735325	<b>BRN Date:</b>	26/12/2022 17:53:14
<b>Gateway Ref ID:</b>	0566568694	<b>Method:</b>	ICICI Bank - Corporate NB
<b>GRIPS Payment ID:</b>	261220222022899503	<b>Payment Init. Date:</b>	26/12/2022 17:52:33
<b>Payment Status:</b>	Successful	<b>Payment Ref. No:</b>	2003635505/1/2022

[Query No\*/Query Year]

**Depositor Details**

<b>Depositor's Name:</b>	Mr Aquaparkgardenand Resorts pvtltd
<b>Address:</b>	152/3/5, SALKIA SCHOOL ROAD, HOWRAH - 711101
<b>Mobile:</b>	9748348476
<b>EMail:</b>	sales@mbgrouprealty.in
<b>Period From (dd/mm/yyyy):</b>	26/12/2022
<b>Period To (dd/mm/yyyy):</b>	26/12/2022
<b>Payment Ref ID:</b>	2003635505/1/2022
<b>Dept Ref ID/DRN:</b>	2003635505/1/2022

**Payment Details**

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003635505/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	70021
2	2003635505/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	1021
<b>Total</b>				<b>71042</b>

IN WORDS: SEVENTY ONE THOUSAND FORTY TWO ONLY:

**BETWEEN**

**SRI MANOJ BACHHAWAT (PAN ADEPB6787G, Aadhar, No. 8862 6837 2295)** son of Sri Kundan Mal Bachhawat residing at 49A, Manmohan Banerjee Road, Block-4, Flat 12B, Post Office- Sahapur, Police Station- Behala, Kolkata-700038, hereinafter referred to as the **OWNER/VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs, legal representatives, administrators, executors, successors and assigns) of the **FIRST PART**;

And

**AQUA PARK GARDEN & RESORTS PRIVATE LIMITED**, a Company registered under the Companies Act, 1956/2013 having its Registered Office at 152/3/5, Salkia School Road, 1<sup>st</sup> Floor, Post Office- Salkia, Police Station- Golabari, Howrah-711101, represented by its Director, **Sri Harsh Bachhawat (PAN- BTTPB9562R), (Aadhar No.- 7749 8954 3339)** son of Sri Manoj Bachhawat residing at 49A, Manmohan Banerjee Road, Block-4, Flat 12B, Post Office- Sahapur, Police Station- Behala, Kolkata-700038, hereinafter referred to as the **OWNER/DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successors -in-interest and assigns) of the **SECOND PART**;

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

**NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:**

**A. Subject Matter of Agreement**

**Development of Said Property :-** The parties have duly arrived at Understandings between themselves with regard to development (in the manner specified in this Agreement) of All that piece and parcel of the land admeasuring an area of **6.615 Acres**, a little more or less classified as Mini Township, together with structure thereon, comprised in various R.S. & L.R. Dag No., comprised in the various Khatian Nos being the **(Said Property)**, morefully described in the **2<sup>nd</sup> Schedule** below, by construction of a ready-



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ADDITIONAL  
OF ASSURANCE  
7 DEC 2022

to-use new residential cum commercial multi-storied buildings on the Said Property (**New Buildings**).

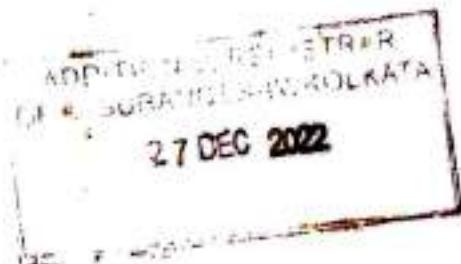
**B. Representations, Warranties and Background:** : The Parties represented to each other as follows:

i. **Leasehold interest of Owner/Developer:** The Owner/Developer herein is the Lessee in respect of land measuring 5.705 Acres comprised in R.S. Dag Nos. 3801, 3802, 3803, 3804, 3681, 3682 corresponding to L.R. Plot Nos.3838, 3839, 3840, 3841, 3705, 3706, in Mouza - Fuleswar 108, District-Howrah, Police Station- Uluberia. The said Deed of Lease was duly registered before the Office of District Sub Registrar-I, Howrah and recorded in Book No.I, Volume No.0501-2022, and Pages from 189309 to 189328 being No.050105379 for the year 2022.

**Leasehold interest of Owner:** The Owner herein is the Lessee in respect of land measuring 0.910 Acres comprised in R.S. Dag Nos.3668, 3803 corresponding to L.R. Plot Nos.3692, 3840, in Mouza- Fuleswar 108, District-Howrah, Police Station- Uluberia. The said Deed of Lease dated 2<sup>nd</sup> September, 2022 was duly registered before the Office of District Sub Registrar-I, Howrah and recorded in Book No.I, Volume No.0501-2022, Pages from 189289 to 189308 being No.050105380 for the year 2022 as detailed in the Part-II of the First Schedule hereunder written.

ii. **Owner and Owner/ Developer have Marketable Title:** The right, title and interest of the Owner in the Said Property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and lispendens.

iii. **Owner and Owner/ Developer to Ensure Continuing Marketability:** - The Owner and Owner/ Developer shall always ensure that title of the Owner and Owner/ Developer to the Said Property



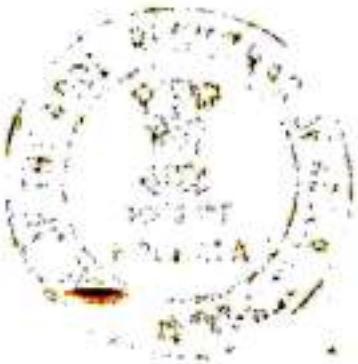
continue to remain marketable and free from all encumbrances at all times.

- iv. The Owner and Owner/Developer shall ensure correct entries in the Revenue Records and in the event of any change in the developable land area due to rectification or updation of records shall result in consequent reduction of the Owner and Owner/ Developer' Allocation in view of the fact that the present agreement as to ratio has been done on the basis of the total available land for Development as represented by the Owner and Owner/ Developer to each other.
- v. **Owner and Owner/ Developer have Authority:** The Owner and Owner/ Developer have full right, power and authority to enter into this Agreement.
- vi. **No Prejudicial Act:** The Owner and Owner/ Developer have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the entering into this Agreement.
- vii. **No Acquisition/Requisition:** The Owner and Owner/ Developer declares that the Said Property has not been acquired, required or included in any scheme of acquisition or requisition and the Owner and Owner/ Developer neither have received nor are aware of any notice or order from any Authority or Statutory Body or Government Department for any such acquisition, requisition or scheme.
- viii. **No Excess Land:** The Said Property does not contain any excess land and the Owner and Owner/ Developer also does not hold any excess land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- ix. **No Encumbrance:** The Owner and Owner/ Developer have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing (including creation of statutory or customary



right of easement) whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title. The Said Property is free from all claims, demands, encumbrances, mortgages, equitable mortgages, charges, liens, attachments, *lispendens*, uses, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, restrictions and liabilities whatsoever or howsoever made or suffered by the Owner and Owner/Developer and the title and/or leasehold interest of the Owner and Owner/Developer to the Said Property is good, free, clear, bankable and marketable.

- x. **Right, Power and Authority to Develop:** The Owner and Owner/Developer have good right, full power, absolute authority and indefeasible title to develop, grant, sell, convey, transfer, assign, lease, sub-lease, and assure the Said Property.
- xi. **No Dues:** No revenue, cess, municipal taxes, other taxes, surcharges, impositions, outgoings or levies of any nature whatsoever in respect of the Said Property is due to the Government or any other authority or authorities and no demands, recovery proceedings or Certificate Cases are pending for realization of any dues from the Owner and Owner/Developer.
- xii. **No Right of Pre-emption:** No person, entity or authority whosoever have/had/has or ever claimed any right of pre-emption over and in respect of the Said Property or any part thereof.
- xiii. **No Mortgage:** No mortgage or charge has been created by the Owner and Owner/Developer in respect of the Said Property or any part thereof, whether by deposit of title deeds or otherwise.
- xiv. **No Previous Agreement:** The Owner and Owner/Developer have ascertained that the Said Property is not the subject matter of any



previous agreement with any other party except the Developer herein, whether oral or in writing.

- xv. **No Guarantee:** The Said Property is not affected by or subject to any corporate guarantee or personal guarantee for securing any financial accommodation.
- xvi. **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Owner and Owner/ Developer from developing, selling, transferring and/or alienating the Said Property or any part thereof.
- xvii. **No Transfer:** The Owner and Owner/ Developer has not created any third-party interest of any nature whatsoever and/or has not delegated any of the Owner and Owner/ Developer' right to any third party in any manner whatsoever.

**C. Developer's Representations:** The Developer has represented and warranted to the Owner and Owner/ Developer as follows:

- i. **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- ii. **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall be entitled to arrange the financial inputs required for development of the Said Property, *inter alia* by way of arranging construction finance, whether through mortgage of the Constructed Space in the project and /or Developer's Allocation and /or revenue to be received on sale of Developers Allocation, in part or full in respect of the Said Property and/or construction to be made thereon.



- iii. For further clarity it is recorded that the intending Unit Purchasers/lessees/sub-lessees/assignees shall be permitted to avail mortgage loan for individual units as per the terms & conditions of the Financial Institute/Bank, the same shall not however create any encumbrance on the Project land directly or indirectly.
- iv. **No Neglect:** The Developer shall not neglect the project of development of the Said Property and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Property.
- v. **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- vi. **Decision to Develop:** The Owner and Owner/ Developer became desirous of developing the premises by construction hence decided to do such development through the Developer herein and the parties entered into a memorandum between themselves recording the broad terms of development and in furtherance thereof are executing this Agreement (**Project**).
- vii. **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions [superseding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.

#### **D. Basic Understanding**

- i. **Development of Said Property by Construction of New Buildings:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the New Buildings



thereon with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs. (3) that all costs and expenses relating to construction shall be borne by the Developer (4) that save and except the Owner and Owner/ Developer' Allocation as recorded in this Agreement the Owner and Owner/ Developer shall not have any right over the Developer's Allocation and/or the Owner and Owner/ Developer shall not claim any individual right over the individual lands originally held by the Owner and Owner/ Developer prior to amalgamation, in case the land forms part of the larger project together with further lands in the vicinity and/or surrounding and/or adjunct lands which the Developer may integrate and develop in one single Project and/or several projects to be developed in phases and/or with the option to connect all phases, if so, deemed fit and proper by the Owner/Developer.

- ii. **Nature and Use of New Buildings:** The New Buildings shall be constructed in accordance with architectural plan (**Building Plans**) to be prepared by the Architect/s appointed by the Developer from time to time (**Architect**) and sanctioned by the Uluberia Municipality and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use building of various user types with specified areas, amenities and facilities to be enjoyed in common.

#### **E. Appointment and Commencement**

- i. **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the previously mentioned confirmations, the Owner and Owner/ Developer hereby agree and consequent to such agreement the Developer shall act as the Project Developer with right to execute the Project and the Developer hereby accepts the said appointment by the Owner and Owner/ Developer.



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ADDITIONAL REGISTRAR  
OF ASSURANCES, WEST BENGAL, KOLKATA

27 DEC 2022

- ii. **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force until all obligations of the Parties towards each other stand fulfilled and performed.

**F. Common Obligations of the Parties:**

- i. The Developer and the Owner shall bear the costs of branding, marketing based on the cost sharing as recorded hereinafter and such marketing scheme and programme and branding shall be decided by the Developer.
- ii. The parties have mutually decided that the Developer shall be free to appoint sales and promotional agent/agency and the costs thereof shall be shared in terms of this agreement.
- iii. The basic sale price shall be decided by the Developer in the best interest of the Project and any revision in the basic sale price shall be intimated by the Developer to the Owner by e-mail.
- iv. Notwithstanding the above in the event the Developer decides that certain portion of the Units shall be retained jointly and not sold or transferred, in such case subject to the consent, the Developer shall be entitled to let out /lease /grant on such consideration as the Developer may deem fit and proper, in such case the revenue/ lease rent/rent in respect thereof including the cost and expenses for maintenance, shall be shared in the ratio as recorded in this Agreement.

**G. Sanction of Building Plans:**

- i. The Developer shall, at the earliest, obtain from the Uluberia Municipality, sanction of the Building Plans.



ADDITIONAL REGISTRAR  
OF INSURANCE  
17 DEC 2022

- ii. In this regard it is clarified that (1) the Developer shall obtain maximum FAR (2) the Developer shall be responsible for obtaining all plan related permissions including sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Completion Certificate) and (3) costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer in the manner as specified in this Agreement.

#### **H. Architect and Consultants:**

- i. The Owner confirms that the Owner has authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owner shall have no liability or responsibility.
- ii. **Construction of New Buildings:** The Developer shall, at its own expenses, without creating any financial or other liability on the Owner construct, erect, and complete the New Buildings on the Said Property comprising of residential and/or residential cum commercial buildings and Common Portions in accordance with the sanctioned Building Plans.
- iii. The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner and Owner/ Developer and required for the construction of the New Buildings and the Owner and Owner/ Developer shall not be responsible for the quality of the building materials.
- iv. **Temporary Connections:** The Developer shall be authorized in the name of the Owner and Owner/ Developer to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.



ADDITIONAL REGISTRAR  
OF ASSURANCES  
27 DEC 2002

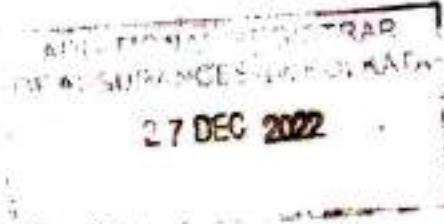
- v. **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties, the Developer will complete the construction work of each phase within **36** months from the date of issuance of sanction plan with grace period of **6** months subject to conditions of Force Majeure. Time shall stand extended by mutual consent in the event the project is delayed due to conditions of force majeure.
- vi. The Developer shall bear the costs, expenses for issuance of completion certificate upon completion of new building and for the purpose shall submit the necessary application before the Uluberia Municipality, and non-issuance of completion certificate shall not amount to breach of obligation by the Developer.

#### **I. Common Portions:**

- i. The Developer shall at its own costs install, erect and construct in the New Buildings common areas, amenities and facilities such as stairways, lifts, passages, common lavatory, electric meter room, pump room, reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection as per the sanctioned Building Plans and other facilities required for establishment, enjoyment and management of the New Buildings (collectively **Common Portions**). For permanent electric connection to the flats/units and other spaces in the New Buildings (**Flats**) and all kind of other development costs/deposits payable for the Flats, the intending purchasers/lessees/sub-lessees/assignees (collectively **Transferees/assignees/sub-lessees of Units**) shall pay the said costs/deposits demanded by the Developer, other agencies, etc.

#### **J. Co-operation by Owner and Owner/ Developer:**

- i. The Owner and Owner/ Developer shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owner and Owner/



Developer shall provide all co-operations that may be necessary for successful completion of the Project.

#### **K. Possession**

- ii. The Landowner and Owner/ Developer shall continue to remain in possession of their respective property and the right of the Developer shall enter into the property as a Licensee of the Landowner for the purpose of carrying out the various works and/or pre-construction activities including measurement, soil testing, survey and accordingly the Owner as already put the Developer in possession of the Owners property. However, Landowner shall not create any obstruction in the construction and Development work and Landowner shall extend all the necessary co-operation as may be necessary in this regard. The Parties agree, that nothing contained herein shall be construed as delivery of possession in part performance of any agreement of sale, under Section 53-A of the Transfer of Property Act, and/or such other applicable law of the time being in force. It is clarified that landowner shall be the owner of the Scheduled Property described in Part-II of 1<sup>st</sup> Schedule and the Developer shall have the permission to enter upon the Scheduled Property only for carrying out the development activities

#### **L. Powers and Authorities**

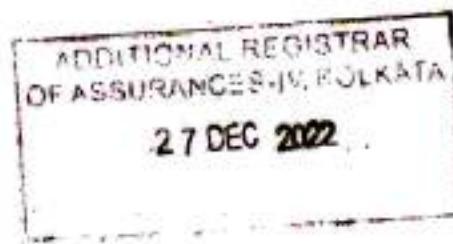
- i. **Power of Attorney for Building Plans Sanction:** The Owner shall grant to the Developer a Power of Attorney for the purpose of getting the Building Plans sanctioned/ revalidated/ modified/ altered by the Uluberia Municipality and obtaining all necessary permissions from different authorities in connection with construction of the New Buildings.
- ii. **Power of Attorney for Construction and Sale:** The Owner shall also grant to the Developer a Power of Attorney for construction of the New Buildings and booking and sale of the entire constructed space in the Project including proportionate land share pertaining to the Flats/Units and the revenue attributable to each party shall be shared in the ratio as recorded in this Agreement.



ADDITIONAL REGISTRAR  
OF ASSURANCES (KOLKATA)

27 DEC 2022

- iii. **Amalgamation and Extension of Project:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner and Owner/ Developer hereby mutually agree that any amalgamation and/or extension of the Project shall be undertaken by the Developer only and the Owner and Owner/ Developer, subject to such mutual agreement, assure and undertake to execute, as and when necessary, all papers, documents, plans amalgamation deeds etc. for enabling the Developer to amalgamate the Said Property with the adjoining plots for extension of the Project and use of Common Portions and the Developer shall be allowed to amalgamate the schedule property together with the adjacent lands/contiguous lands/adjunct lands for extension of the Project and/or developing other phases and for the purpose the Developer shall represent the Landowner acting on the basis of the Power of Attorney granted by the Owner and Owner/ Developer to the Developer.
- iv. **No Obstruction for Addition of Plots:** The Developer shall be entitled to purchase additional plots adjacent to the Said Property or can enter into joint venture agreement for development of any plots adjacent to the Said Property. However, any amalgamation of the same with the Said Property and construction of additional building/buildings therein shall authorise the Developer to develop them as separate projects and/or Phases of One Single project. The lands belonging to the Owner as described in Part-II of the 1<sup>st</sup> Schedule And the lands belonging to the Owner/Developer as described in Part-I of the 1<sup>st</sup> Schedule shall stand amalgamated as one single developable plot of land as morefully and particularly described in the 2<sup>nd</sup> Schedule to this Development Agreement.
- v. The Owner and Owner/ Developer hereby agree that the Developer shall have full and absolute right without any interference to develop further and other Phases of the Project and /or any other project of the developer and/or its associate/s upon the adjacent land which may either be acquired by the Developer or suitable arrangements with regard thereto may be entered into by the Developer and It shall be independent and a right secured with the



developer to enlarge and/or extend and/or expand the said project and construct additional blocks in the adjoining land that may be acquired subsequently by the developer, the Owner and Owner/ Developer in that event shall raise no objection in any manner whatsoever and shall co-operate with the Developer and the Developer shall every right to open an access for ingress and egress to the adjoining land in future and the Owner and Owner/ Developer has no objection in any manner.

- vi.** The Developer and /or any other project of the developer and the Occupiers of units at other phases/extensions of the project shall have the right to use the approach /internal roads and other common areas and facilities comprised the entire project, for which the Owner and Owner/ Developer and/or the Unit Purchasers/lessees/sub-lessees/assignees shall not raise any objection of whatsoever nature and waives the right to raise any such objection and in any event the Owner/Developer shall have a perpetual right of ingress and egress over the project common passages, pathways, internal roads for which the purchasers/lessees/sub-lessees/assignees shall not raise any objection of whatsoever nature and waives the right to raise any such objection.
- vii. Further Acts:** Notwithstanding grant of the previously mentioned Powers of Attorney, the Owner and Owner/ Developer hereby undertake that they shall execute, as and when necessary, all papers, documents, and plans etc. for enabling the Developer to perform all acts under this Agreement. The Developer shall be entitled to assign its right entitlement and authorities under this Development Agreement and shall without any further permission be entitled to execute such documents for the said purpose and the Owner and Owner/ Developer shall not object to the same provided however the Assignee of the Developer shall fulfill all obligations undertaken by the Developer herein towards the Owner and Owner/ Developer. To effect such assignment the Party shall enter into such other documents/agreements/deeds/writings and correspondence as may be mutually agreed upon.



**M. Allocations:**

- i. **Owner's Allocation:** The Owner shall be fully and completely entitled to an allocation of **10% (TEN percent)** of the total sales revenue in proportion to the land belonging to the Owner to be received from the sale of constructed spaces in the Project/Building which shall be done by the Developer acting on the basis of Power of Attorney granted by the Owner to the Developer (collectively known as **Owner's Allocation**).

**N. Refundable Advance:**

- i. The Developer shall pay as refundable advance an amount of **Rs 1,00,000/- (Rupees One Lakh)** only to the Owner and Owner/ Developer and the said refundable advance shall be appropriated by the Developer at the first instance while making over the Owner Allocation

**O. Owner/Developer's Consideration**

- i. **Developer's Allocation:** The Developer shall be fully and completely entitled to an allocation of 90% of the total sales revenue in proportion to the land belonging to the Owner to be received from the sale of constructed spaces in the Project/Building which shall be done by the Developer acting on the basis of Power of Attorney granted by the Owner to the Developer and entire revenue in respect of the land belonging to the Developer (collectively known as **Developer's Allocation**).

**P. Taxes and Outgoings**

- i. **Relating to Period Prior to Date of Sanction of Building Plans:** All *municipal* rates, taxes, penalty, interest and outgoings (collectively **Rates**) on the Said Property relating to the period prior to the date of Agreement and until the date of issuance of sanction plan, shall be the liability of the Owner and Owner/ Developer in proportion to their individual lands.



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- ii. **Relating to Period After Sanction of Building Plans:** As from the date of sanction of the Building Plans, shall be the liability of the Developer.
- iii. **Tax:** The Owner and Owner/ Developer and the Developer shall be liable to bear their respective share of statutory taxes, as applicable.
- iv. **Non-Revenue Charges & Deposits:** The Parties have mutually decided that all extra charges and deposits that the Developer may collect on account of transformer, electrical infrastructure, deposit, maintenance deposit, corpus fund, sinking fund, facilities and amenities (including recurring costs) etc. shall not part of the revenue and no amount therefrom shall be required to be shared. The Owner and Owner/ Developer' allocation and revenue arising therefrom shall be calculated on the basis of base price of flat, preferential location charges, floor rise charges and the revenue towards car parking spaces.

#### **Q. Post Completion Maintenance**

- i. **Punctual Payment and Mutual Indemnity:** The Unit purchasers/lessees/sub-lessees/assignees shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Unit Purchaser shall keep the Developer indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them, as the case may be, consequent upon a default by the unit purchaser.
- ii. **Maintenance:** The Developer shall frame a scheme for the management and administration of the New Buildings and All parties shall abide by all the rules and regulations to be so framed for the management and administration of the New Buildings.



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iii. **Maintenance Charge:** The Transferees/assignees/sub-lessees of Units shall ultimately manage and maintain the Common Portions and services of the New Buildings [if necessary, by forming a body (**Association**)] and shall collect the costs and service charge therefor (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments. Advance/deposit towards Maintenance Charge shall also be collected, to ensure that funds are readily available for proper maintenance and upkeep of the New Buildings.

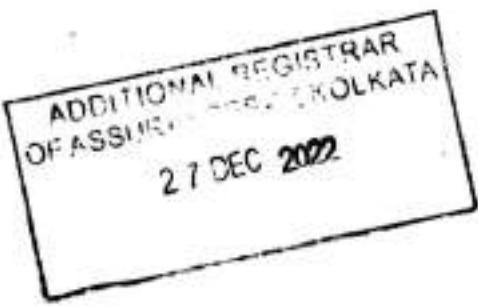
#### **R. Restrictions**

i. All units in the New Buildings shall be subject to the same restrictions as are applicable to all apartments, intended for common benefit of all occupiers of the New Buildings/Project.

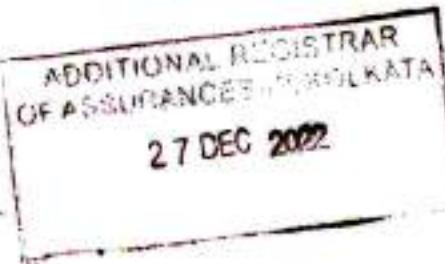
#### **S. Obligations of Developer**

i. **Smooth Progress of Development Work:** Subject to the parties ensuring a continuous good and marketable title of the project land the Developer shall ensure smooth progress of the development work and ensure that all receivables of the Owner and Owner/ Developer are made over to the Owner and Owner/ Developer by the Developer in terms of this agreement.

ii. **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and/or the terms of lease granted by the Government of West Bengal and it shall be the absolute responsibility of the Developer to ensure such compliance and the landowner shall be under an obligation to provide all documents so as to enable the Developer to ensure the necessary compliances with regard to the project.

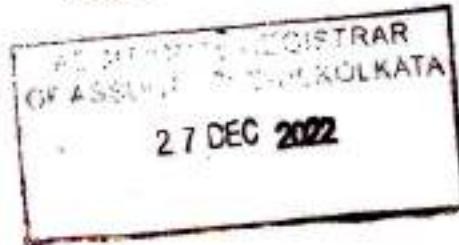


- iii. **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architect, professional bodies, contractors, etc.
- iv. The Developer shall at its own costs demolish the existing dilapidated buildings and the salvage shall belong to the Developer with powers and authority to deal, sell, and dispose of the same without the Owner and Owner/ Developer claiming any right in respect thereof.
- v. **Specifications:** The Developer shall construct the New Buildings as per the specifications given in the **third Schedule** attached hereto (**Specifications**).
- vi. **Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Uluberia Municipality, at the cost, risk and responsibility of the Developer, the Owner and Owner/ Developer having no responsibility in respect thereof in any manner whatsoever.
- vii. **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, GST, works contract tax and other dues shall be paid by the party liable to pay such tax in accordance with law.
- viii. **Permission for Construction:** Save and except as specifically provided for and obligations undertaken by any of the parties to this agreement specifically It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities.
- ix. **Periphery demarcation:** The Owner and Owner/ Developer shall always ensure that the project land is butted and bounded at all stages of pre-construction, construction and sale.



## **T. Obligations of Owner and Owner/ Developer**

- i. Co-operation with Developer:** The Owner and Owner/ Developer undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- ii.** The Owner shall bear **5%** of the total sales related expenditure and branding and marketing (in both print and electronic media) and the Owner and Owner/ Developer hereby authorised the Developer to appropriate such expenses out of the Owner and Owner/ Developer' revenue/allocation.
- iii. Amalgamation:** To take all necessary steps to amalgamate the Said Property from the concerned authority and to pay fees, costs and charges for that purpose.
- iv. Act in Good Faith:** The Owner and Owner/ Developer undertake to act in good faith towards the Developer in strict adherence to the letters and correspondence exchanged and to be treated in conjunction with this agreement (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- v. Documentation and Information:** The parties undertake to provide each other with any and all documentation, including original/certified copies of title documents and information relating to the Said Property as may be required by the Developer from time to time, during the term of this Agreement. All Original of title/ document evidencing lease-hold interest in favour of the Owner and Owner/Developer and other relevant documents shall remain in possession of the Developer from the date of execution of this agreement.
- vi. No Obstruction in Dealing with Developer's Functions:** The Owner covenant not to do any unlawful act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement, save and except the Developer not performing its obligations and functions properly.



- vii. **No Obstruction in Construction:** The Owner and Owner/ Developer covenant not to cause any interference or hindrance in the construction of the New Buildings.
- viii. **No Dealing with Said Property:** The Owner and Owner/ Developer covenant not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof, save in the manner envisaged by this Agreement.
- ix. **Records of Rights:** The Owner and Owner/ Developer s shall take all necessary measures to maintain all their names in the records of the Uluberia Municipality and BL&LRO.

#### **U. Indemnity**

- i. The Parties hereby agree to keep each other indemnified to keep the Owner and Owner/ Developer saved harmless and indemnified of from and against any and all loss, damage or liability which may be suffered by the Owner and Owner/ Developer in relation to the construction of the New Buildings or violation of any permission, rules regulations or bye-laws.
- ii. **By the Owner and Owner/ Developer:-** The Owner and Owner/Developer hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owner and Owner/ Developer being incorrect and the Indemnity shall include repayment of all amounts given as advance and construction costs and /or any additional expenses incurred by the Developer with interest thereon.
- iii. In course of execution of the arrangement herein contained, in case the parties find any difficulty, inconvenience or limitation in carrying out the terms



ADDITIONAL REGISTRAR  
OF ASSURANCE, KOLKATA

27 DEC 2022

herein, the parties shall discuss and resolve the same and will be at liberty to suitably modify or alter the arrangement subject to the condition that no such modification or alteration shall be binding unless the same is in writing and is signed by both the parties.

**V. Miscellaneous:**

- i. **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- ii. **Title Certification:** The Owner and Owner/ Developer and each one of them certify the clear and marketable title of the land however as a condition precedent to title certification, the Owner and Owner/ Developer shall fully co-operate with each other to ensure marketable title of the Project land.
- iii. **Essence of Contract:** In addition to time, the Owner and Owner/ Developer and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- iv. **Transaction Documentation:** The Advocate of the Developer shall draw all further documents pertaining to the future transaction of the Project, as has been mutually decided by the Owner and Owner/ Developer and Developer herein.
- v. **Essence of Contract:** In addition to time, the Owner and Owner/ Developer and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- vi. **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA

27 DEC 2022

- vii. **Valid Receipt:** The Owner and Owner/ Developer shall pass valid receipts for all amounts paid under this Agreement.
- viii. **No Partnership:** The Owner and Owner/ Developer and the Developer have entered into this Agreement on principal-to-principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- ix. **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- x. **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be made or signed by the Owner and Owner/ Developer relating to which specific provisions may not have been made herein for the purpose the Owner and Owner/ Developer hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner and Owner/ Developer also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owner and Owner/ Developer in terms of this Agreement.
- xi. **Mortgage:** The developer shall be and is hereby permitted to mortgage the revenue attributable to the Developers/Builders' Allocation in the Subject Property with any bank, financial institution or other lending entity and raise finance therefrom by deposit of title deeds of the Subject Property (equitable



ADDITIONAL REGISTRAR  
OF ASSURANCE ES-IV, KOLKATA

27 DEC 2022

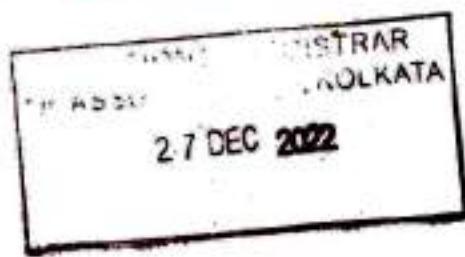
mortgage) or by executing simple mortgage deed or creating English mortgage, to secure project finance required by the Developers/Builders and further to execute any further document or documents in furtherance of the above objective, including executing letter evidencing deposit of title deeds, confirmation of title deeds, deliver the title deeds and to receive back the title deeds and further to acknowledge the debt and security in terms of Sections 18 and 19 of Limitation Act, provided always such borrowing of finance and mortgage shall be deemed in respect of the Developers'/Builders' revenue. All documents executed shall be in connection with the Schedule Property shall be done in such manner which shall be in accordance with the terms of the Principal Lease granted by the Governor of the State of West Bengal

- xii. **Name of New Project:** The name of the New Buildings shall be decided by the Developer
- xiii. **Right of the Developer:** All amounts paid by the Developer to the Owner shall have a proportionate charge on the Owner Allocation /portion of the Project to be developed on the Said Property till completion of the Project.
- xiv. **Supervision:** The Developer shall be entitled to engage professionals to supervise the development of the New Building.
- xv. **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- xvi. **Defaults:** In the event of any default on the part of one Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages.
- xvii. **Force Majeure: Circumstances Of Force Majeure:-** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen



occurrences such as (1) Acts of God, (2) Acts of Nature, (3) Acts of War, (4) fire, (5) Insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (other than any matter relating to title and/or arising out of title related defects) (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations and (14) abnormal rise in cost of construction inputs and scarcity/short supply thereof (15) Epidemic, Pandemic (collectively **Circumstances Of Force Majeure**).

- xviii. **Entire Agreement: Supercession:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied or written.
- xix. **Documents & Documentation: Originals:** The original of this Agreement shall be retained by the Developer and the Owner and Owner/ Developer will keep a photocopies of the same.
- xx. **Transaction Documentation:** The advocate of the Developer has drawn this Development Agreement and shall draw all further documents (including standard agreements and conveyances) pertaining to the future transaction of the Project, with liberty to the Owner and Owner/ Developer to seek reasonable clarifications.
- xxi. **Severance (a) Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each



provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law and accordingly the allocations of the Owner and Owner/ Developer shall be revised to the extent, in case there is a reduction in the total developable land in the Project due to any reason whatsoever including recording of the land in the statutory records, as required in law for development of a real estate Project. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner, which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties. In case the Schedule Property is not available for development due to any reason whatsoever, in such case the land which shall be available for development shall be treated as the Project land and the Developer shall raise the Project thereon and this Development Agreement and the Power of Attorney shall remain valid in respect of the said land as may be available for development.

- xxii. **Amendment/Modification: Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- xxiii. **Notice: Mode of Service:** Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the above-mentioned addresses of the Parties as well as through e-mail and WhatsApp provided by the parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4<sup>th</sup> day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Owner and Owner/ Developer shall address all such notices and other written



communications to the Director of the Developer and the Developer shall address all such notices and other written communications to each of the Owner and Owner/ Developer s. All the parties to this agreement shall exchange their active mobile number with WhatsApp facility and e-mail address to facilitate easy communication and day-to-day assistance.

xxiv. **Arbitration: Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal, under the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Kolkata only and the language of the arbitration shall be English. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

xxv. **Jurisdiction: Courts:** In connection with the aforesaid arbitration proceedings, the District Court having territorial jurisdiction over the Said Property and the High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

xxvi. **Rules of Interpretation: Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.

xxvii. **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

xxviii. **Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.



REGISTRATION OF BIRTHS & DEATHS

27 DEC 2002

xxix. **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

xxx. **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.

xxxi. **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

xxxii. **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

**FIRST SCHEDULE ABOVE REFERRED TO**

**Part - I**

**("Leasehold land of the Owner/Developer")**

All that piece and parcel of the land admeasuring an area of **5.705 Acre**, little more or less, together with structure thereon, in various R.S. & L.R. Dag No., under L.R. Khatian No., as detailed below:

<b>SL. No</b>	<b>R.S. Dag No.</b>	<b>L.R. Dag No.</b>	<b>Mouza</b>	<b>J.L. No.</b>	<b>Area (in Acre)</b>
1.	3801	3838	Fuleswar	108	2.680
2.	3802	3839	Fuleswar	108	0.760
3.	3803	3840	Fuleswar	108	1.210
4.	3804	3841	Fuleswar	108	0.870
5.	3681	3705	Fuleswar	108	0.095
6.	3682	3706	Fuleswar	108	0.090
<b>Total Land</b>					<b>5.705</b>



TRADE MARKS REGISTRAR  
NEW DELHI, INDIA

27 DEC 2002

Under Mouza- Fuleswar, J.L. No. 108, under P.S. – Uluberia within the local limits of ward no.21 of Uluberia Municipality (Holding No.1137A/102A, Assessee No. 1307703247279 in the district of Howrah, Pin-711316).

**Part - II**

**("Leasehold Land of the Owner")**

All that piece and parcel of the land admeasuring an area of **0.910 Acre**, little more or less, together with structure thereon, in various R.S. & L.R. Dag No., under L.R. Khatian No., as detailed below:

<b>SL. No</b>	<b>R.S. Dag No.</b>	<b>L.R. Dag No.</b>	<b>Mouza</b>	<b>J.L. No.</b>	<b>Area (in Acre)</b>
1.	3668	3692	Fuleswar	108	0.160
2.	3803	3840	Fuleswar	108	0.750
<b>Total Land</b>					<b>0.910</b>

Under Mouza- Fuleswar, J.L. No. 108, under P.S. – Uluberia within the local limits of ward no.21 of Uluberia Municipality (Holding No.1137C/102C, Assessee No. 1307703247299, in the district of Howrah, Pin-711316.)

**2<sup>nd</sup> Schedule**

**(The Said Property)**

All that piece and parcel of the land admeasuring an area of **6.615 Acres**, a little more or less classified as Mini Township, together with structure thereon, comprised in various R.S. & L.R. Dag No., comprised in the various Khatian Nos., as detailed below:

<b>SL. No</b>	<b>R.S. Dag No.</b>	<b>L.R. Dag No.</b>	<b>Mouza</b>	<b>J.L. No.</b>	<b>L.R. Khatian No.</b>	<b>Area in Acre</b>
1.	3801	3838	Fuleswar	108	5996	2.680
2.	3802	3839	Fuleswar	108	5996	0.760
3.	3803	3840	Fuleswar	108	5996	1.210
4.	3804	3841	Fuleswar	108	5996	0.870
5.	3681	3705	Fuleswar	108	5996	0.095



REGISTRAR OF ASSESSMENTS

27 DEC 2002

6.	3682	3706	Fuleswar	108	5996	0.090
7.	3668	3692	Fuleswar	108	5995	0.160
8.	3803	3840	Fuleswar	108	5995	0.750
<b>Total Land Area</b>						<b>6.615</b>

Under Mouza- Fuleswar, J.L. No. 108, under P.S. – Uluberia within the local limits of ward no.21 of Uluberia Municipality in the district of Howrah, Pin-711316, butted and bounded as follows:

On North by : 30 ft Wide Road;

On South by : LR Plot no. 3836, LR Plot No. 3838 (Part), Land of Irrigation

On East by : LR Plot No. 3841, LR Plot No. 3838 and Land of Irrigation (Part)

On West by : 30 Ft Wide Road and LR Plot No. 3837, LR Plot No. 3713

### **3<sup>rd</sup> Schedule**

#### **(Specifications for Construction)**

**1. FOUNDATION** : RCC Structure

**2. LIVING / DINING**

Floor- Vitrified/Ceramic Tiles on the floor.

Walls & Ceiling- Primer/Putty Finish.

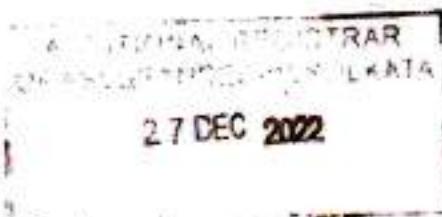
Main Door- BWP Grade Flush Door.

Windows/Glazing- Powder Coated Aluminium Windows

Electrical- Modular switches of a reputed make

### **3. BEDROOMS**

Floor- Vitrified/Ceramic Tiles on the floor.



Walls & Ceiling- Primer/Putty Finish.

Door- BWP Grade Flush Door.

Windows/Glazing- Powder Coated Aluminium Windows

Electrical- Modular switches of a reputed make

#### **4. KITCHEN**

Flooring- Vitrified/Ceramic Tiles on the floor.

Walls & Ceiling- Primer/Putty Finish.

Counter- Granite counter top with stainless steel sink

Windows/Glazing- Powder Coated Aluminium Windows

Electrical- Modular switches of a reputed make

#### **5. TOILETS**

Floor- Anti Skid Vitrified/Ceramic Tiles on the floor.

Walls & Ceiling- Vitrified/Ceramic Tiles upto 7 ft height.

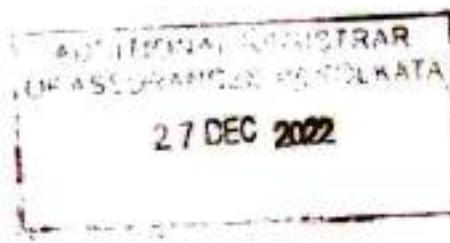
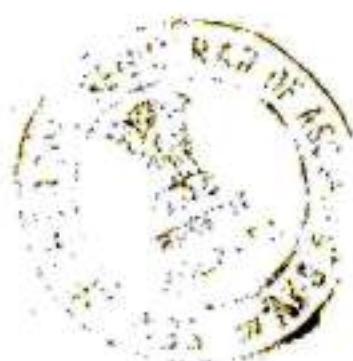
Door- BWP Grade Flush Door.

Windows/Glazing- Powder Coated Aluminium Windows

Sanitary Ware- Sanitary ware from a reputed make such as Hindware/ Cera/

Parryware/ Jaquar or equivalent.

CP Fittings- CP Fittings from Essco/ Jaquar or equivalent reputed make



**IN WITNESS WHEREOF** the Parties have executed and delivered this Agreement on the date mentioned above

**SIGNED SEALED AND DELIVERED**

by the **OWNER** at Kolkata

in the presence of:

1. *Janerh Das*  
18 Pitambar Bhattacharya  
Lane Kol-09

*May Basu*

-----  
**OWNER**

2. *Suman Paul.*  
95/48, Kabi Sukanta  
Sarani, Kolkata-700085.

**SIGNED SEALED AND DELIVERED**

by the **OWNER/ DEVELOPER** at Kolkata

in the presence of:

1. *Janerh Das*

AQUA PARK GARDEN & RESORTS (P) LTD.

*Hemant Dutt* Director

-----  
**DEVELOPER)**

2. *Suman Paul.*

*Drafted by me*

*Arup Kumar Dey.*

**Arup Kumar Dey**

Advocate

High Court, Calcutta

Enroll No.-WB/1515/03



ADDITIONAL REGISTRAR  
OF ASSURANCES, M. KOLKATA

27 DEC 2002

**MEMO OF CONSIDERATION**

<u>Sl No.</u>	<u>Date</u>	<u>Cheque No/</u> <u>NEFT</u>	<u>Bank</u>	<u>Amount (Rs)</u>
<u>1</u>		<u>000835</u>	<u>ICICI BANK</u>	<u>1,00,000/-</u>
			<u><b>TOTAL</b></u>	

**(Rupees One Lakh Only)**

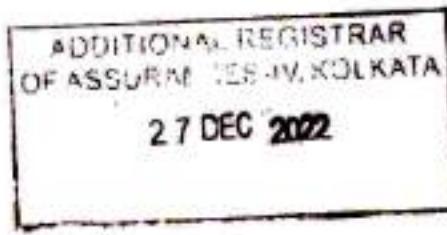
*May Baekar*

-----  
(OWNER/.....)

**Witness:-**

1. *Gaurav Dua*

2. *Suman Pawl.*



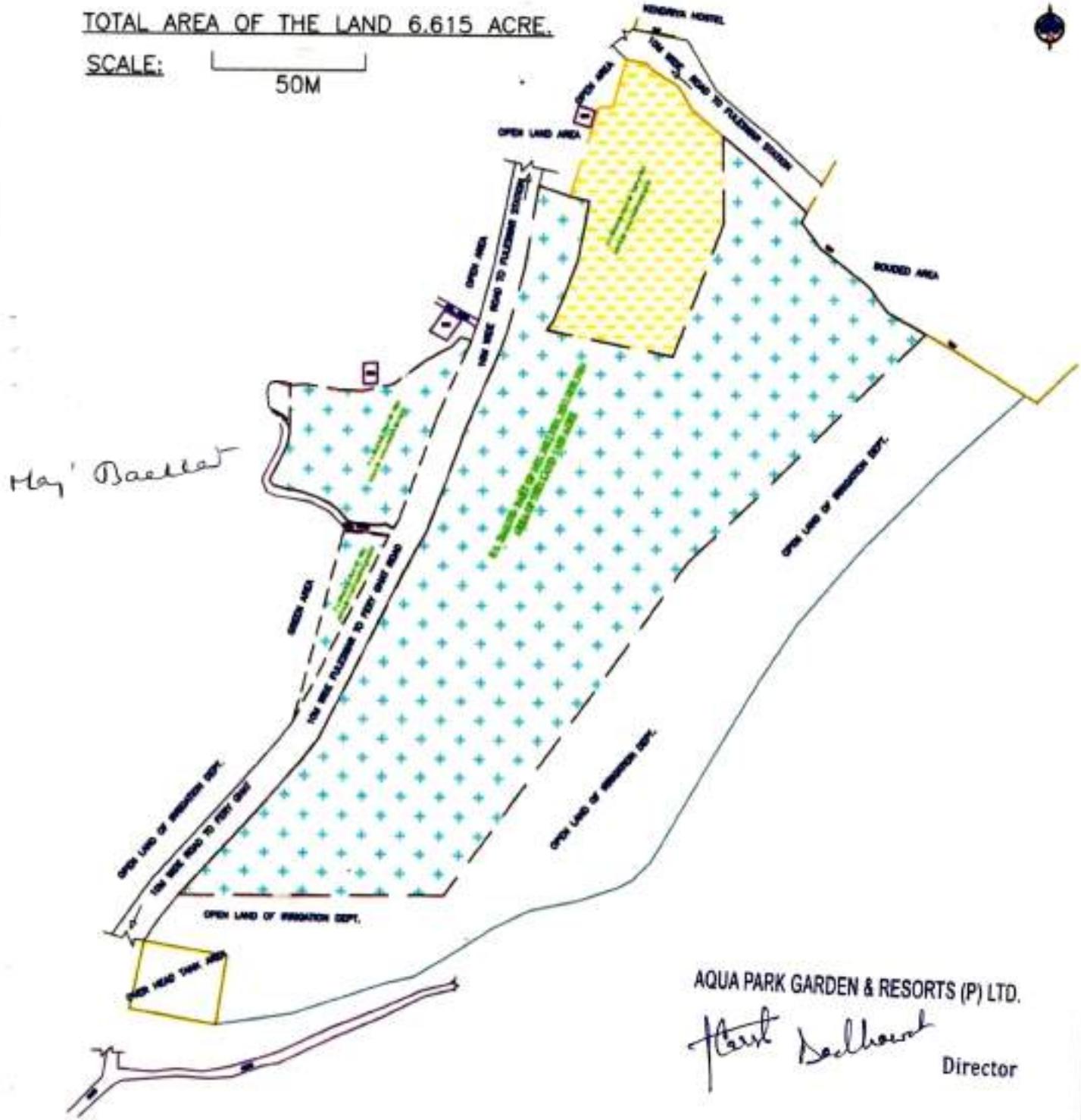
## SITE PLAN

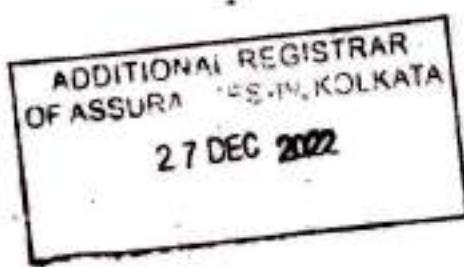
OF AQUA PARK GARDEN AND RESORTS PVT. LTD. AND MANOJ BACHHWAT  
OF MOUZA - FULESWAR, J.L. NO- 108 UNDER P.S.- ULUBERIA , DIST- HOWRAH

**PART "A" AQUA PARK GARDEN AND RESORTS PVT. LTD. 5.705 ACRE.**  
**PART "B" MANOJ BACHHWAT 0.91 ACRE**

TOTAL AREA OF THE LAND 6.615 ACRE.

SCALE:  50M





**SPECIMEN FORM FOR TEN FINGERS PRINT**



*May Basell*

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



*Hart Dallard*

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

**PHOTO**

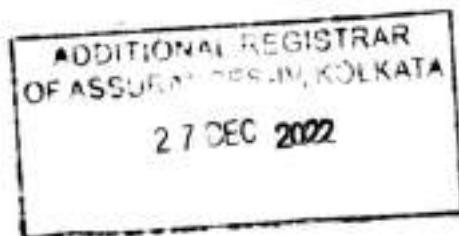
Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

**PHOTO**

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



✓



### Major Information of the Deed

Deed No :	I-1904-20889/2022	Date of Registration	27/12/2022
Query No / Year	1904-2003635505/2022	Office where deed is registered	
Query Date	26/12/2022 1:11:27 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SUBHENDU PAUL 10, OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8420564386, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]	
Set Forth value		Market Value	
		Rs. 18,29,41,306/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,021/- (Article:48(g))		Rs. 1,105/- (Article:E, E, B)	
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: Howrah, P.S:- Uluberia, Municipality: ULUBERIA, Road: Word No-21 By Road, Mouza: Fuleshwar, JI No: 108, Pin Code : 711316

Sch No	Plot Number	Khatian Number	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-3838 (RS :-)	LR-5996	Bastu	Bastu	2.68 Acre	7,36,85,056/-	Width of Approach Road: 30 Ft.,
L2	LR-3839 (RS :-)	LR-5996	Bastu	Bastu	0.76 Acre	2,08,95,762/-	Width of Approach Road: 30 Ft.,
L3	LR-3840 (RS :-)	LR-5996	Bastu	Bastu	1.21 Acre	3,32,68,253/-	Width of Approach Road: 30 Ft.,
L4	LR-3841 (RS :-)	LR-5996	Bastu	Bastu	0.87 Acre	2,39,20,149/-	Width of Approach Road: 30 Ft.,
L5	LR-3705 (RS :-)	LR-5996	Bastu	Bastu	0.095 Acre	26,11,970/-	Width of Approach Road: 30 Ft.,
L6	LR-3706 (RS :-)	LR-5996	Bastu	Bastu	0.09 Acre	24,74,498/-	Width of Approach Road: 30 Ft.,
L7	LR-3692 (RS :-)	LR-5995	Bastu	Bastu	0.16 Acre	54,64,800/-	Width of Approach Road: 30 Ft.,
L8	LR-3840 (RS :-)	LR-5995	Bastu	Bastu	0.75 Acre	2,06,20,818/-	Width of Approach Road: 30 Ft.,
TOTAL :				661.5Dec	0/-	1829,41,306/-	
Grand Total :				661.5Dec	0/-	1829,41,306/-	

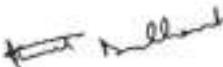
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr MANOJ BACHHAWAT</b> (Presentant ) Son of Mr KUNDAN MAL BACHHAWAT Executed by: Self, Date of Execution: 27/12/2022 , Admitted by: Self, Date of Admission: 27/12/2022 ,Place : Office			Manoj Bachhawat
		27/12/2022	LTI 27/12/2022	27/12/2022
49A, MANMOHAN BANERJEE ROAD, Block/Sector: 4, City:- , P.O:- SAHAPUR, P.S:-Behala, District:- South 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ADxxxxxx7G, Aadhaar No: 88xxxxxxxx2295, Status :Individual, Executed by: Self, Date of Execution: 27/12/2022 , Admitted by: Self, Date of Admission: 27/12/2022 ,Place : Office				

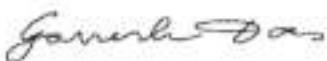
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>AQUA PARK GARDEN &amp; RESORTS PRIVATE LIMITED</b> 152/3/5, SALKIA SCHOOL ROAD, City:- , P.O:- SALKIA, P.S:-Golabari, District:-Howrah, West Bengal, India, PIN:- 711101 , PAN No.: AAxxxxxx5F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr HARSH BACHHAWAT</b> Son of Mr. MANOJ BACHHAWAT Date of Execution - 27/12/2022, , Admitted by: Self, Date of Admission: 27/12/2022, Place of Admission of Execution: Office			
		Dec 27 2022 12:41PM	LTI 27/12/2022	27/12/2022
49A, MANMOHAN BANERJEE ROAD, Block/Sector: 4, City:- , P.O:- SAHAPUR, P.S:-Behala, District:- South 24-Parganas, West Bengal, India, PIN:- 700038, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: BTxxxxxx2R, Aadhaar No: 77xxxxxxxx3339 Status : Representative, Representative of : AQUA PARK GARDEN & RESORTS PRIVATE LIMITED (as DIRECTOR)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
Mr GANESH DAS Son of Late SHIBNATH DAS 18, PITAMBAR BHATTACHARJEE LANE City:- , P.O:- AMHERST STREET, P.S:- Amherst Street, District-Kolkata, West Bengal, India, PIN:- 700009			
	27/12/2022	27/12/2022	27/12/2022
Identifier Of Mr MANOJ BACHHAWAT, Mr HARSH BACHHAWAT			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr MANOJ BACHHAWAT	AQUA PARK GARDEN & RESORTS PRIVATE LIMITED-268 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Mr MANOJ BACHHAWAT	AQUA PARK GARDEN & RESORTS PRIVATE LIMITED-76 Dec

**Transfer of property for L3**

Sl.No	From	To. with area (Name-Area)
1	Mr MANOJ BACHHAWAT	AQUA PARK GARDEN & RESORTS PRIVATE LIMITED-121 Dec

**Transfer of property for L4**

Sl.No	From	To. with area (Name-Area)
1	Mr MANOJ BACHHAWAT	AQUA PARK GARDEN & RESORTS PRIVATE LIMITED-87 Dec

**Transfer of property for L5**

Sl.No	From	To. with area (Name-Area)
1	Mr MANOJ BACHHAWAT	AQUA PARK GARDEN & RESORTS PRIVATE LIMITED-9.5 Dec

**Transfer of property for L6**

Sl.No	From	To. with area (Name-Area)
1	Mr MANOJ BACHHAWAT	AQUA PARK GARDEN & RESORTS PRIVATE LIMITED-9 Dec

**Transfer of property for L7**

Sl.No	From	To. with area (Name-Area)
1	Mr MANOJ BACHHAWAT	AQUA PARK GARDEN & RESORTS PRIVATE LIMITED-16 Dec

**Transfer of property for L8**

Sl.No	From	To. with area (Name-Area)
1	Mr MANOJ BACHHAWAT	AQUA PARK GARDEN & RESORTS PRIVATE LIMITED-75 Dec

**Land Details as per Land Record**

District: Howrah, P.S:- Uluberia, Municipality: ULUBERIA, Road: Word No-21 By Road, Mouza: Fuleshwar, Jl No: 108, Pin Code : 711316

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 3838, LR Khatian No:- 5996		Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 3839, LR Khatian No:- 5996		Seller is not the recorded Owner as per Applicant.

L3	LR Plot No:- 3840, LR Khatian No:- 5996		Seller is not the recorded Owner as per Applicant.
L4	LR Plot No:- 3841, LR Khatian No:- 5996		Seller is not the recorded Owner as per Applicant.
L5	LR Plot No:- 3705, LR Khatian No:- 5996		Seller is not the recorded Owner as per Applicant.
L6	LR Plot No:- 3706, LR Khatian No:- 5996		Seller is not the recorded Owner as per Applicant.
L7	LR Plot No:- 3692, LR Khatian No:- 5995		Seller is not the recorded Owner as per Applicant.
L8	LR Plot No:- 3840, LR Khatian No:- 5995		Seller is not the recorded Owner as per Applicant.

On 27-12-2022

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

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

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

Presented for registration at 11:23 hrs on 27-12-2022, at the Office of the A.R.A. - IV KOLKATA by Mr. MANOJ BACHHAWAT , Executant.

**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 18,29,41,306/-

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

Execution is admitted on 27/12/2022 by Mr. MANOJ BACHHAWAT, Son of Mr. KUNDAN MAL BACHHAWAT, 49A, MANMOHAN BANERJEE ROAD, Sector: 4, P.O: SAHAPUR, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Business

Indentified by Mr. GANESH DAS, , Son of Late SHIBNATH DAS, 18, PITAMBAR BHATTACHARJEE LANE, P.O: AMHERST STREET, Thana: Amherst Street, , Kolkata, WEST BENGAL, India, PIN - 700009, by caste Hindu, by profession Service

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

Execution is admitted on 27-12-2022 by Mr HARSH BACHHAWAT, DIRECTOR, AQUA PARK GARDEN & RESORTS PRIVATE LIMITED, 152/3/5, SALKIA SCHOOL ROAD, City: - , P.O:- SALKIA, P.S:- Golabari, District:- Howrah, West Bengal, India, PIN:- 711101

Indentified by Mr. GANESH DAS, , Son of Late SHIBNATH DAS, 18, PITAMBAR BHATTACHARJEE LANE, P.O: AMHERST STREET, Thana: Amherst Street, , Kolkata, WEST BENGAL, India, PIN - 700009, by caste Hindu, by profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,105.00/- ( B = Rs 1,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 1,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/12/2022 5:53PM with Govt. Ref. No: 192022230228995048 on 26-12-2022, Amount Rs: 1,021/-, Bank: SBI EPay ( SBIEPay ), Ref. No. 1629954735325 on 26-12-2022, Head of Account 0030-03-104-001-16

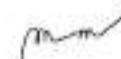
**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 159862, Amount: Rs.5,000.00/-, Date of Purchase: 23/12/2022, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/12/2022 5:53PM with Govt. Ref. No: 192022230228995048 on 26-12-2022, Amount Rs: 70,021/-, Bank: SBI EPay ( SBIEPay ), Ref. No. 1629954735325 on 26-12-2022, Head of Account 0030-02-103-003-02



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

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2022, Page from 1180738 to 1180782  
being No 190420889 for the year 2022.



Digitally signed by MOHUL  
MUKHOPADHYAY  
Date: 2022.12.27 13:13:46 +05:30  
Reason: Digital Signing of Deed.

*M.M.*

(Mohul Mukhopadhyay) 2022/12/27 01:13:46 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

(This document is digitally signed.)