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AT 007645

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

Additional Registrar of Assurances-IV, Kolkata

DEVELOPMENT AGREEMENT

Additional Registrar of Assurances-IV, Kolkata

1. Date: 18th December, 2024
2. Place : Kolkata
3. Parties :

18 DEC 2024



161608

AWANI KUMAR ROY
Advocate
19, Kiron Shankar Roy Road,
1st Floor, Kolkata-700 001

NAME
ADD.
Re.
23 SEP 2024
SURANJAN MUHAMERJEE
Licensed Stamp Vendor
C. C. Road
2 & 3, K. S. Roy Road, Kuri 1

23 SEP 2024

23 SEP 2024



For the purpose of this stamp, the stamp vendor is required to provide a valid stamp to the stamp vendor.

For the purpose of this stamp, the stamp vendor is required to provide a valid stamp to the stamp vendor.

18 DEC 2024



Additional Registrar of Assam, Kolkata

3.1 **GOLDKING PROJECTS PRIVATE LIMITED (PAN AACCG4528L)**, an existing company within the meaning of Companies Act, 2013, having its Registered Office at Flat No. 310, Green Ridge Apartment, Badu Road, P.O. Abdalpur, P.S. Madhyamgram, Kolkata - 700155, represented by its Director **SRI DIBYENDU BANDYOPADHYAY (PAN-ADRPB3556E)**, son of Late Sudhir Chandra Banerjee, by faith - Hindu, by occupation - Business, residing at 23, Raniganj Bazer Bye Lane, P.S. + District Burdwan, PIN - 713101, hereinafter referred to as the **"VENDOR/ OWNER"** (which expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors or successors-in-interest and assigns) of the **ONE PART**

AND

3.2 **NATURAL PLAZA PRIVATE LIMITED (PAN AADCN4178N)**, an existing Company within the meaning of the Companies Act, 2013 and having its Registered Office at 9A, Lord Sinha Road, Kolkata-700071, P.S. Shakespeare Sarani, P.O. Middleton Row and represented by one of its Director **SRI MUKESH KUMAR SHARMA (PAN ARKPS6485Q)**, son of Sri Mahesh Kumar Sharma working for gain at 9A, Lord Sinha Road, Kolkata-700071, P.S. Shakespeare Sarani, P.O. Middleton Row, hereinafter referred to as the **PROMOTER/DEVELOPER** (which expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its successor or successors-in-interest, nominees and assigns) of the **OTHER PART**.

Owner and Developer hereinafter referred individually as **Party** and collectively as **Parties**.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE PARTIES AS FOLLOWS:

4. **Subject Matter of Agreement:** Agreement between the Owner and the Developer with regard to development and commercial exploitation (in the manner specified in this Agreement) of **ALL THAT** the piece and parcel of land together with structure measuring about **6.11** Acres more or less and comprising of R.S. Khatian No. 31, 62 and L.R. Khatian No. 851 and (1) L.R. Dag No. 85 having an area of 170 Sataks, (2) L.R. Dag No. 85/188 having an area of 14 Sataks, (3) L.R. Dag No.75 having an area of 35 Sataks, (4) L.R. Dag No.76 having an area of 261.1 Satak, (5) L.R. Dag No.77 having an area of 01 Satak, (6) L.R. Dag No.78 having an area of 130 Satak, Total 6.11 Sataks more or less in J.L. No. 78, Mouza Gopal Nagar, Police Station Burdwan within Municipal Ward No. 12 of the Burdwan



Municipality, District Burdwan and more fully described in the **Part-I** of the **FIRST SCHEDULE** hereunder written.

4.1 Owner who purchase an adjacent strip of land measuring about 10 Decimals as morefully described in the Part II of the First Schedule by virtue of a registered Deed of Conveyance dated 17.03.2023 and made by and between Sri. Sadhan Pal and others, therein collectively referred to as the Vendors of the one part and M/s Gold King Projects Private Limited as the purchaser of the other part as morefully described in the Part II of the First Schedule hereinunder written and amalgamated with Part I Land. After purchase of the said land the owner herein duly got its name mutated in the Block Land and Land Reforms Department as well as with Burdwan Municipality to have its name mutated in respect of land of the First Schedule Land (hereinafter First Schedule land having aggregate area of 6.21 Acres is collectively referred to as the Said Property).

4.2 The Owner desire to develop the said land appoint the Developer/Promoter to develop the same.

4.3 The parties agreed that the parties to record the terms and condition of the said Development Project in writing.

5. **Representations. Warranties and Background:**

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

5.1.1 **Ownership of the said Property:** The Owner is the absolute lawful owner of and seized and possessed of and/or otherwise well and sufficiently entitled to the said Property morefully described in the First Schedule hereunder written free from all encumbrances, charges, liens, claims, demands, mortgages, leases, Debutters, wakf, tenancies, licences, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, liabilities and lispensens whatsoever. The devolution of the Owner's title as stated by the Owner is contained in the **FIFTH SCHEDULE** hereunder written.

5.1.2 **Marketable Title of Owner:** The Owner has a good and marketable title to the said Property, and is entitled to enter into this Agreement on the terms and conditions contained herein without any permission, approval, order or consent being required to be obtained from anyone.



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18 DEC 2021



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



141220242031619505

GRIPS Payment Detail

GRIPS Payment ID:	141220242031619505	Payment Init. Date:	14/12/2024 15:55:50
Total Amount:	82099	No of GRN:	1
Bank/Gateway:	HDFC Bank	Payment Mode:	Online Payment
BRN:	519885268	BRN Date:	14/12/2024 15:56:37
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

Depositor Details

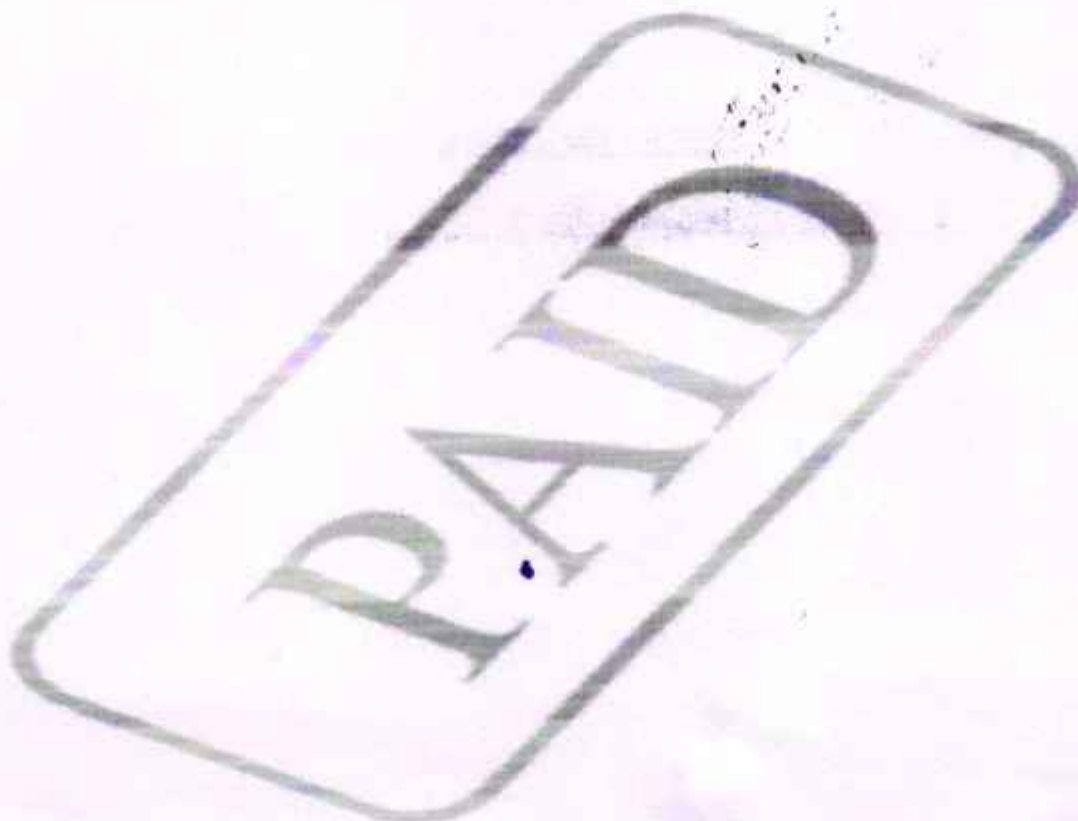
Depositor's Name: MR. MUKESH KUMAR SHARMA
Mobile: 9874978318

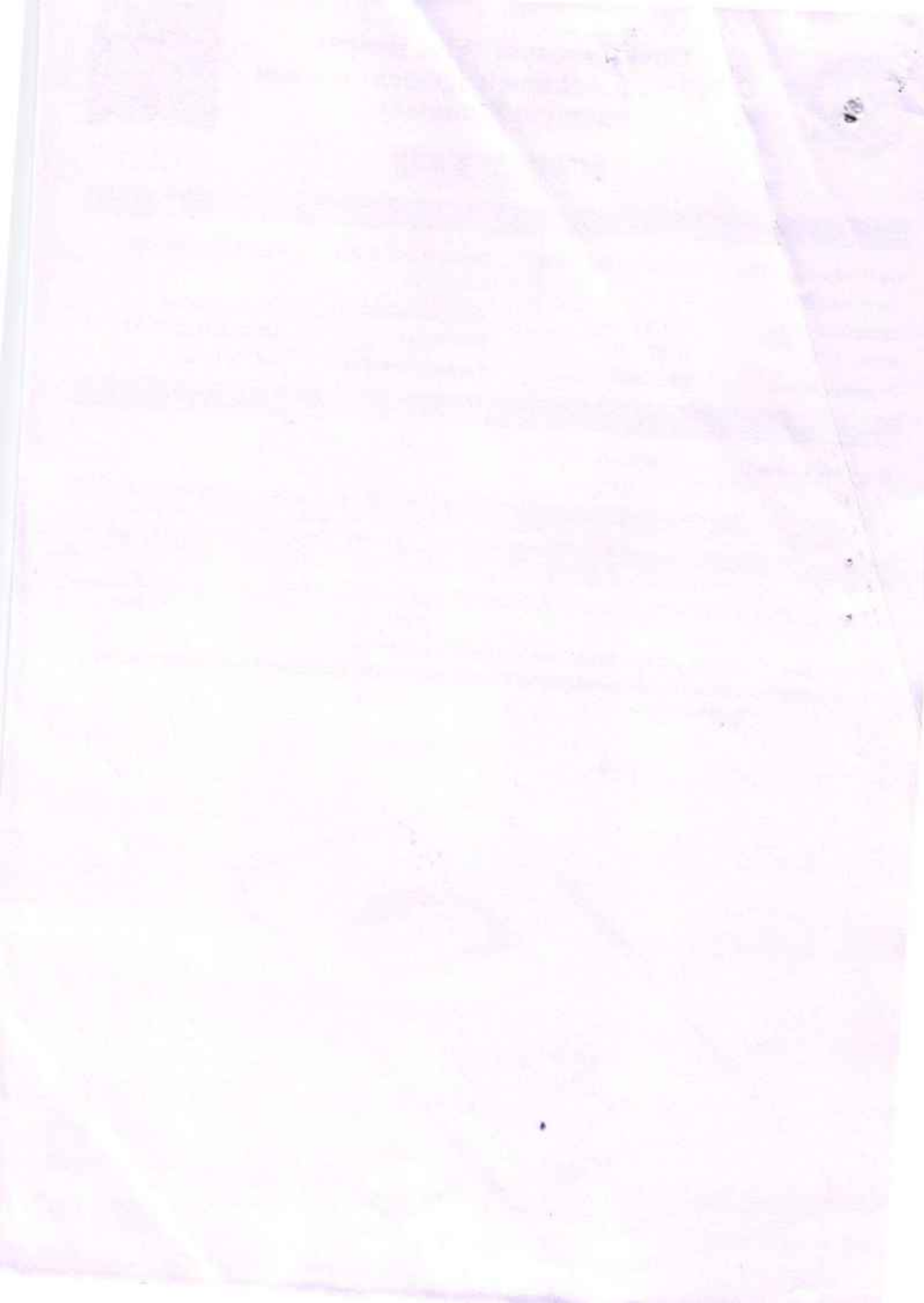
Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1-	192024250316195061	Directorate of Registration & Stamp Revenue	82099
Total			82099

IN WORDS: EIGHTY TWO THOUSAND NINETY NINE ONLY.

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







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



192024250316195061

GRN Details

GRN:	192024250316195061	Payment Mode:	Online Payment
GRN Date:	14/12/2024 15:55:50	Bank/Gateway:	HDFC Bank
BRN :	519885268	BRN Date:	14/12/2024 15:56:37
GRIPS Payment ID:	141220242031619505	Payment Init. Date:	14/12/2024 15:55:50
Payment Status:	Successful	Payment Ref. No:	2003066390/4/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	MR. MUKESH KUMAR SHARMA
Address:	9A, LORD SINHA ROAD KOLKATA, West Bengal, 700071
Mobile:	9874978318
Depositor Status:	Buyer/Claimants
Query No:	2003066390
Applicant's Name:	Mr PARTHA NANDY
Identification No:	2003066390/4/2024
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	14/12/2024
Period To (dd/mm/yyyy):	14/12/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003066390/4/2024	Property Registration- Stamp duty	0030-02-103-003-02	75071
2	2003066390/4/2024	Property Registration- Registration Fees	0030-03-104-001-16	7028
Total				82099

IN WORDS: EIGHTY TWO THOUSAND NINETY NINE ONLY.

PAID



5.1.3 **Possession:** The Owner is in khas physical possession of the said Property.

5.1.4 **Mutation:** The said Property has already been duly mutated in the name of the Owner in the government records under the West Bengal Land Reforms Act, 1955 and obtained conversion of the classification of land as Housing Complex as well as mutated its name in the record of the Burdwan Municipality.

5.1.5 **Taxes Paid:** All municipal rates and taxes, land revenue and all other taxes, duties and impositions payable for said Property to Burdwan Municipality as well as Khazna to B.L. & L.R.O. in respect of the said Property have been paid by the Owner till date.

5.1.6 **Custody of Title Deeds:** The original documents of title in respect of the said Property and mentioned in the **Fifth Schedule** hereunder written (hereinafter referred to as the **"Original Title Documents"**) will be handed over by the Owner to the Developer simultaneously upon signing of this agreement and will remain in exclusive possession and custody of the Developer and no other person or entity has any right or entitlement in respect of the same. However, the Developer will handover the original title Deeds to the Owner as and when require and the Owner will return the same to the Developer immediately upon completion of production/inspection.

5.1.7 **No Guarantee:** No guarantee or representation that may affect the said Property in any manner at any time whatsoever had been given by the Owner to any one save and except herein to the Developer.

5.1.8 **Owner has Authority:** The Owner has full right, power and authority and is entitled to enter into this Agreement and there is no legal bar or impediment regarding the same.

5.1.9 **No Prejudicial Act:** The Owner has not done nor permitted to be done anything whatsoever that would in any way hamper and/or restrict the Development and construction of the said Project under this Agreement.

5.1.10 **Real Estate Laws :** shall mean Real Estate (Regulation and Development) Act, 2016 and West Bengal Real Estate (Regulation and Development) Rules, 2021 and include the amendments and substitutes thereof and all rules, regulation and byelaws thereunder as may be applicable from time to time.



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5.1.11 **Pass Through Charges** : shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.

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

5.2.1 **Infrastructure and Expertise of Developer:** The Developer and its associates are carrying on business of construction and development of real estate and has infrastructure and expertise in this field.

5.2.2 **Financial Arrangement:** The **Developer** is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the said Property, *inter alia*, by way of construction of the New Buildings and has the necessary infrastructure and, expertise to market the Project.

5.2.3 **Marketing and Advertisement** : The Developer may select, appoint or discontinue the Marketing Agents/brokers, sub-brokers and other agents for Transfer of the Transferable Areas at such charges and terms and conditions as they may deem fit and proper the cost and charges whereof be shared between the parties in accordance with their shares.

5.2.4 **Developer has Authority:** The Developer has full right, power and authority and is entitled to enter into this Agreement and there is no legal bar or impediment regarding the same.

5.2.5 **Background:** The Owner has approached the Developer for taking up the development of the said Property by constructing multistoried buildings Complex thereon ("**New Buildings**"). Pursuant to the above and relying on the representations made by the Parties to each other as stated above and also elsewhere in this Agreement parties agree to record in this Agreement to avoid any future misunderstanding.

6. **Basic Understanding:**

6.1 **Basic Understanding:** The Developer shall take up the development of the said Property which would, *inter alia*, involve the planning of the proposed New Buildings, applying for and obtaining sanction of plans and other approvals, selecting and appointing appropriate contractors and consultants, construction and completion of the New Building at the said Property and sale the constructed area together with proportionate share in the land. The Developer at the request of the Owner duly prepare the Building Plan and submitted to the Burdwan Municipality for sanction after compliance of all the formalities.

6.2 **Developer to have exclusive right:** For the purposes of



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construction, the Owner is hereby granting an exclusive right and authority to the Developer to construct the New Buildings and take all steps in terms of this Agreement.

6.3 **Nature and Use of New Buildings:** The New Buildings shall be constructed in accordance with the plans ("**Building Plans**") to be sanctioned by the Burdwan Municipality, as ready-to-use-residential and/or commercial buildings with specified areas, amenities and facilities to be enjoyed in common.

7. **Appointment and Commencement:**

7.1 **Appointment and Acceptance:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions connected thereto including those mentioned in this Agreement. Consequent thereto, the Owner hereby appoint the Developer as the exclusive developer of the **said** Property with full exclusive right to execute the Project. The Developer hereby accepts the said appointment by the Owner.

7.2 **Possession:** Simultaneously with the execution of this Agreement the Developer shall be put in possession of the said Property and the Developer shall be entitled at its own costs to post its security guards, put up the sign board of the Project and take all steps for execution of the Project.

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

7.4 **Due Diligence:** The Developer shall be entitled to conduct legal Due Diligence of the said Property to satisfy itself regarding the title of the Owner and that the said Property is free from all encumbrances, liabilities and restrictions whatsoever and is capable of being developed and transferred in the manner contemplated herein. The Developer hereby authorized to publish "Public Notice" in the newspaper, cause searches in the Court, Registration Office and other places.

8. **Sanction and Construction:**

8.1 **Obtaining of Permissions, etc.: & Sanction of Building Plans:** All necessary approvals, clearances, permissions, no objections, consents, sanctions required for construction and sell of New Buildings shall apply and obtain at 50% cost each by the Developer and the Owner. The Owner shall fully co-operate with and assist the Developer in obtaining the same and shall sign and execute the necessary documents and papers as may



be required from time to time. The Developer shall at its own costs and expenses take steps for obtaining mutation and sanction of the Building Plans from the Burdwan Municipality in the name of the Owner. All the cost and expenses relating to sanction of the Building Plan shall be shared equally by the Developer and the Owner.

8.2 Architects, Consultants, Contractors, Workers, Labourer's etc.: The Owner confirm that the Developer is authorized and entitled to appoint all the Architects, Consultants, Contractors, Workers, Labourer's etc. in connection with construction work of the Project. All costs, charges and expenses in this regard including professional fees, supervision charges, contractor's payments and worker's salary and wages shall be paid by the Developer who shall keep the Owner indemnified in this regard.

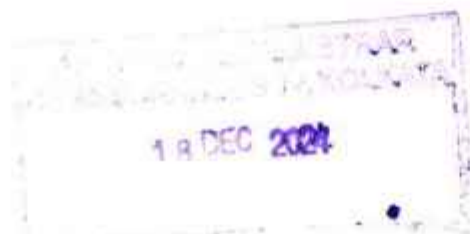
8.3 Construction of New Buildings: The Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings in accordance with the sanctioned Building Plans. Such construction shall be as per specifications mention in the Fourth Schedule hereunder written.

8.4 Completion Time: The developer shall construct erect and complete the buildings within a period of 60 months from the date of receipt of sanction plan from the Burdwan Municipality as also any subsequent permissions registrations etc. that may be required for commencement of construction with a further grace period of 6 months. The Owner will complete the mutation with Burdwan Municipality for which Developer will render its assistant. After completion of mutation within 90 days Developer will submit the Building Plan for sanction to Burdwan Municipality. The aforesaid period is hereinafter referred to as the completion time. But however the developer may avail the opportunity of further grace period provided the developer is prevented by circumstances beyond the control of the developer including Force Major such as Riots, Flood, Earthquake, Act of God and other natural calamities, order of any statutory authority and hindrances due to procedural delays. That the developer shall be entitled to have further graced period if construction of the proposed building is prevented by any prohibitory order of any court filed by any third person challenging the title or claim against the owner till disposal of the said legal proceeding.

8.5 Common Portions: The Developer shall at its own costs construct and erect in the New Buildings the common areas, amenities and facilities (collectively "**Common Portions**"). For permanent electric connection to the apartments/spaces in the New Buildings ("**Units**"), the intending purchasers (collectively "**Transferees**") shall pay the deposits



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demanding by the electric supply authority and other agencies as also the charges for HT electric equipment and cabling to the Developer. It is clarified that notwithstanding anything to the contrary elsewhere, the Developer shall receive / collect from all the Transferees (1) the charges for HT electric equipment and cabling, (2) the charges for generator, (3) legal fees and (4) the deposits for maintenance, (5) proportionate share of Municipal Taxes, (6) sinking fund (7) G.S.T. and other charges.

8.6 **Temporary Connections:** The Developer shall be authorized in the name of the Owner 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 any existing electricity and water connection at the said Property.

8.7 **Modification:** Any amendment or modification to the Building Plans may be made or caused to be made by the Developer, within the permissible limits of the Burdwan Municipality.

8.8 **Co-operation by Owner:** The Owner shall not indulge in any activities which may be detrimental to the development of the said Property and/or may affect the mutual interest of the Parties. The Owner shall provide all cooperation that may be necessary for successful completion of the Project.

9. **Deposit of Original Title Documents:** Simultaneously with the execution of this Agreement, the Original Title Documents shall be deposited with the Developer by the Owner. The Original Title Documents shall be used for the purpose of the Project including producing the same before the statutory authorities and bodies and Bank or Financial Institution for such. The Developer is also entitled to obtain loan on the Developer's share and for this purpose as security deposit the same with any Bank or Financial Institutions. The Developer shall return the Original Title Documents to the Developer's Advocates after such purpose is completed. The Owner entitle to receive the original Deeds for production to any authority or Court or else but return the same immediately after production to the Developer.

10. **Powers and Authorities:**

10.1 **Power of Attorney for Sanction and Construction:** Simultaneously with the execution of this Agreement, the Owner has granted to the Developer and/or its nominees, a Power of Attorney for the purpose of inter alia getting the Building Plans sanctioned and obtaining all necessary permissions, etc. for the Project. However the Developer is entitle to construct the said Project or any portion thereof in Phase wise



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manner as the Developer in its sole discretion may deem fit and proper.

10.2 **Power of Attorney for Sale:** Simultaneously with the execution of this Agreement, the Owner has also granted to the Developer and/or its nominees a Power of Attorney for the purpose of booking and sale in the said Project.

10.3 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertake that they shall execute, as and when required by the Developer, all papers, documents, plans, etc. for enabling the Developer to perform all obligations under this Agreement.

11. **Allocation of Saleable Constructed Spaces in the New Buildings :**

11.1 **Owner's Allocation:** The Owner's Allocation shall mean the following 27% of the total construction portion of the proposed building according to the sanctioned plan of the Municipality including basement, car parking, shops, offices in the premises and residential flats in the remaining floors.

11.2 **Developer's Allocation:** The Developer's Allocation shall mean the balance 73 (Seventy Three) per cent of the total saleable constructed area in the New Buildings including car parking and other spaces together with an undivided indivisible impartible proportionate share and/or interest in the Land and the Common Portions more fully describe in the Third Schedule hereunder written.

11.3 The Owner and Developer decided to sale jointly all the areas through the Developer. The Developer after deducting the cost, for brokerage and publicity G.S.T. deposit and other charges made by purchaser for electric, sinking fund, maintenance etc., pay the net sale consideration to the Owner's share to the Owner.

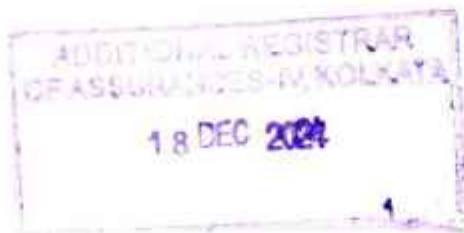
12. **Deposit and Loans:**

12.1 That the developer duly deposit to the owner an interest free refundable sum of **Rs. 7,00,000/-** (Rupees Seven Lacs only) which Owner hereby admit. That the owner shall refund all the said sum paid by the Developer without any interest or damages by installments from the sale proceeds of the spaces which will be allocated towards owner's shares.

13. **Dealing with Respective Allocations:**



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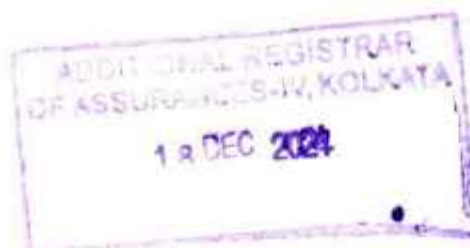
13.1 The Owner herein and the Developer herein decided to sale, transfer, demise, device, grant, provide and deliver the various portion of the said project jointly. The Owner hereby authorized the Developer to sale, transfer, demise, device, grant, provide and deliver the portions to all the prospective purchaser/s/buyer/s and/or transferee/s and for this purpose the owner hereby authorized the Developer to sign, execute and registered all the Agreement for Sale/Deed of Transferred/Conveyance etc., and receive the consideration amount from the Purchaser. The Owner herein authorize the Developer herein to appoint selling agent/s or may engage the brokers, sub-brokers, advertisement, brochures etc. The Developer herein shall maintain a separate Account for sale and furnish a Statement each and every month to the Owner herein. The Owner herein will be entitle to inspect the record if they so desire. With the acceptance of such statement by the Owner the Developer will pay net sale proceeds after adjustment within 10th of next month for each month thereof in which the same shall fall due. However, the Developer at the first instance adjust the entire Security Deposit paid to the Owner in terms hereof along with other expenses, charges incurred on behalf of the Owner and thereafter commence payment of the same to the Owner. The Developer herein shall be realizing from each and every Flat/Unit/ Apartment/Car Parking Space and other Space Owner/s and/or Occupier/s forthwith the Agreement/s and/or Deed/s of Conveyance/s for Sale/ Transfer/Conveyance thereof unto and in their favour as per the convenience towards transformer and electric connection, H.T. and L.T. lines, deposits for electric meter, costs for stand by generator, capital cost for equipment and development, maintenance deposits and documentation charges and municipal rates and taxes G.S.T., which will be exclusively belongs to the Developer and shall not be liable for the same save and except if the Owner desire to physically allot certain flats. The Owner's separate Escrow Account on that account Owner's share will be transferred after deduction all cost including RERA. In the event of the Owner and/or the Developer herein deciding to retain for themselves any of the units, apartments, constructed spaces and car parking spaces then and in that event they shall be liable to pay and contribute the proportionate amounts as stated hereinabove.

13.2 The parties herein hereto will be entitled to identify their respective allocation of the balance area if any remain unsold after the joint sale, transfer, demise devise, grant and provide. If the Owner herein agrees then the Owner herein and Developer herein can jointly rent out or leased out or otherwise deal with any portion of the constructed area on the terms and conditions as may be mutually agreed upon.

13.3 The Developer herein will finalize such deals and terms and



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conditions thereof and in case of outright sale after deducting all the expenses including providing additional amenities and facilities which may include providing space for Transformer, Generator, Disc Antenna, shifting of Lift or staircase etc., the net sale proceeds will be shared between the Owner and the Developer in proportionate share. However, in case of Lease/Rent and/or Licenses/s or Franchisee such monthly/ quarterly rent, premium/license fees as agreed between the parties after the deduction of the expenses as aforesaid be shared in accordance with their respective area.

13.4 Owner's Allocation: The Owner shall be exclusively entitled to the Owner's Allocation with exclusive right to sell, transfer, convey and/or otherwise deal with and/or dispose of the Owner's Allocation or any portion thereof in any manner whatsoever and to receive and appropriate the full consideration and the rents issues and profit thereof and for such purpose to enter into agreements for sale/ transfer/disposal of the Owner's Allocation or any portion thereof and to receive part payments for the same. However the Owner's agree and undertake that the sale price of the constructed spaces in the New Buildings forming part of the Owner's Allocation shall be not less than the sale price fixed by the Developer at any given time and it shall not be less than the minimum agreed price. The agreed sale consideration received in respect of the Owner's Allocation shall belong absolutely to the Owner to the exclusion of the Developer only first after return/adjustment of the entire Security Deposit and other charges and expenses in terms of this agreement by the Developer and thereafter Developer shall have no right title interest claim or demand or liability or obligation in respect thereof. It is clearly understood that the dealings with regard to the Owner's Allocation shall not in any manner fasten or create any financial liabilities upon the Developer and that any transfer of any part of the Owner's Allocation shall be subject to the other provisions of this Agreement.

13.5 Developer's Allocation: The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to sell, transfer, convey and/or otherwise deal with and/or dispose of the Developer's Allocation or any portion thereof in any manner whatsoever and to receive and appropriate the full consideration and the rents issues and profit thereof and for such purpose to enter into agreements for sale/ transfer/disposal of the Developer's Allocation or any portion thereof and to receive part or full payments for the same. All moneys received in respect of the Developer's Allocation shall belong absolutely to the Developer to the exclusion of the Owner who shall have no right title interest claim or demand or liability or obligation in respect thereof. It is



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clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owner and that any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement. The Developer shall entitle to create mortgage or obtain loan on the Developer's share without creating any liability on the owner.

13.5.1 After sanction of the building plan both the Owner and Developer will allot their respective area on prorate basis and record the same in Supplementary Agreement.

13.6 **Transfer of Developer's Allocation:** In consideration of the Developer constructing and handing over the Owner's Allocation to the Owner, the Owner shall execute all necessary agreements and documents including the Deeds of Conveyance in respect of the Developer's Allocation in favour of the Transferees, in such part or parts as shall be required by the Developer. However, the Developer on the basis of the Power of Attorney will sign and register all such documents for and on behalf of the Owner.

13.7 **Transfer in favour of Transferees:** The Units in the New Buildings shall be sold and transferred in favour of the Transferees by initially entering into Agreements for Sale followed by handing over of possession to them and ultimately transferring title by registered Deeds of Conveyance. The costs of all Agreements and Deeds of Conveyances, etc. including stamp duty, registration fees, legal fees and expenses shall be borne and paid by the Transferees. Both the Owner and the Developer shall be parties in all such Agreements and Deeds of Conveyance and shall transfer their respective right, title and/or interest therein in favour of the Transferees. The Deeds of Conveyance/ Agreements may be executed and registered on the basis of Power(s) of Attorney.

14. **Municipal Taxes and Outgoings:** The Owner shall not have any liability to make payment of the Municipal rates and taxes and outgoings (collectively Rates) on the said Property relating to the period from the date of this Agreement till the date of obtaining Completion Certificate and the shall be borne, paid and discharged by the Developer and/or the Transferees.

15. **Possession and Post Completion Maintenance etc.:**

15.1 **Notice of Completion:** Upon the construction of the New Buildings, the Developer shall give a written notice to the Owner alongwith a Certificate from the Architects regarding the same and the date of such notice shall be deemed to be the Completion Date.



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15.2 **Possession and Rates, etc.:** Upon completion of the New Buildings, the possession of the Units shall be offered/ made over to the Transferees in terms of the Agreement for Sale to be executed in their favour and thereafter all Rates Maintenance Charge and other expenses, shall be payable by the Transferees to the Developer.

15.3 **Punctual Payment and Indemnity:** The Developer shall punctually and regularly pay the Rates payable by them from the date of possession till the date of obtaining Completion Certificate and shall keep the Owner indemnified against all claims, actions, demands, costs, charges, expenses and proceedings.

15.4 **Maintenance:** The Developer shall frame a scheme for the management and administration of the New Buildings.

15.5 **Maintenance Charge:** The Developer may hand over the management and maintenance of the common portions and services of the new Buildings to a professional agency and/or form an Association and/or Society (Maintenance Agency) which shall collect the costs and service charge for the same (**Maintenance Charge**). Till such handing over, the Maintenance Charges shall be payable to the Developer and/or its agents. 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. However, the owner will not be liable for the same save and except allotment of any physical area.

16. **Common Restrictions Applicable to Both:** The Owner's Allocation and the Developer's Allocation in the New Buildings shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the New Buildings.

17. **Obligations of Developer:**

17.1 **Meaning of Completion:** The word 'completion' shall mean habitable condition of the New Buildings with availability of temporary water supply, sewerage connection and electricity connection along with Architect's Certificate. The Developer shall obtain the Completion/ Occupancy Certificate from the Burdwan Municipality at the earliest possible.

17.2 **Compliance with Laws:** The construction of the Project shall be made by the Developer as per the prevailing laws.



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17.3 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architects, professional bodies, contractors, etc. The Owner shall be kept informed from time to time.

17.4 **Specifications:** The Developer shall use standard quality building materials and specifications as may be approved by the Architects. Indicative details of the Specifications shall be prepared by the Developer and the same shall be submitted to the Owner more fully describe in the Fourth Schedule hereunder written.

17.5 **Commencement of the Project:** The development of the said Property shall commence as per the Building Plans and approvals of the Burdwan Municipality. Within one month of the receipt of the sanctioned plan.

17.6 **Adherence by Developer:** The Developer has assured the Owner that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits.

17.7 That the Developer shall submit the necessary plan for construction of the building for approval within three months with the Burdwan Municipality from the date of Mutation Certificate issued by the Burdwan Municipality along with the payment of upto date taxes.

17.8 **Construction at Developer's Cost:** The Developer shall construct the New Buildings at its own cost and responsibility. Owner will not bear any cost on account of construction.

17.9 In the event the Burdwan Municipality, Municipal Engineer or any statutory authority required any modification of the plan/plans submitted by the owner the developer shall cause the Architects Drawings /plans to be altered changed as may be required by the said Architects and the Developer shall submit the modified plans/drawings in addition to the original plan submitted prior to this submission and the Developer shall bear all costs thereof for sanctioning the Drawings/Plans by the Burdwan Municipality and/or the other statutory authorities.

17.10 **Tax Liabilities:** All tax liabilities in relation to the Project namely Goods and Service Tax (G.S.T) and other dues shall be paid by the their share of allocation of total saleable constructed area. The Municipal rates and taxes on the said Property relating to the period from the date of this Agreement till the date of obtaining Completion/Occupancy Certificate shall be borne, paid and discharged by the Developer and prior thereto by



the Owner.

17.11 Permission for Construction: Subject to the specific responsibilities mentioned in this Agreement and subject to grant of the necessary approvals and permissions, it shall be the responsibility of the Developer to obtain sanction of the Building Plans. The expenses to be incurred for obtaining the sanction shall be borne by the Developer.

17.12 Assignment: The Developer may with the prior consent in writing of the Owner fully assign this Agreement and/or its right hereunder and/or nominate anyone in its place and stead in respect of this Agreement for development of the said Property subject however to the condition that the assignee(s)/nominee(s) shall be bound by the terms and conditions contained herein. However, the Developer will be entitled to part by part assignments and/or partial assignments.

18. Obligations of Owner:

18.1 Complying with Obligations and Co-operating with Developer: The Owner shall comply with his obligations and shall fully co-operate with the Developer for obtaining all other permissions and sanctions required for development of the said Property.

18.2 Documentation and Information: The Owner undertakes to provide the Developer with any and all documents and information relating to the said Property as may be required by the Developer from time to time as available with the Owner.

18.3 The Owner shall give a Registered Power of Attorney in favour of the developer for the purpose of sanction/corrections and/or amendment of the plan of the building of the said premises and with sale right, including enter into agreement with the intending purchaser and purchasers and received earnest money as well as consideration amount in respect of 73% allocation of the Developer.

18.4 Permit Construction: The Owner hereby covenant not to cause any interference or hindrance in the construction of the New Buildings. The Owner will not be responsible for any unauthorized construction.

18.5 No Dealing with the said Property: The Owner hereby covenant and undertake not to sell, transfer, convey, let out, grant lease, mortgage, charge and/or otherwise deal with or dispose of the said Property or any portion thereof or enter into any negotiation, agreement, arrangement or understanding whatsoever till the completion of the Project, save in respect of the Owner's Allocation in the manner envisaged by this Agreement.



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18.6 **Owner to Ensure Continuing Marketability:** The Owner shall ensure that – Owner's title to the said Property continues to remain marketable and free from all encumbrances, liabilities and restrictions and is approved for grant of Project Finance.

18.7 That the Developer shall not be entitled to raise any loan from any Bank or Financial Institution by way of mortgaging this entire property or creating any charge or encumbering the 27% shares of the Owners as per terms and conditions to the true intend and meaning of the agreement. However, the Developer entitle to sale any portion of its allocation along with proportionate share in the said property or mortgage the Developer's allocation share and can raise the construction loan or mortgage by the Purchaser of any portion to any Bank or Financial Institution. However, the Owner shall not be responsible for the same or any repayment thereof.

19. **Indemnity:**

19.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any loss or damage suffered by the Owner in relation to any accident relating to the construction of the New Buildings.

19.2 The Developer shall undertakes to keep the owner indemnified against all third party claims and actions arising out of any sort of act or commission of the developer in or related to the construction of the said new building.

19.3 The Developer hereby undertakes to keep the owner indemnified against all actions, suits, costs and proceedings and claims that may arise out of the developer actions with regard to the Development of the said premises and/or in the matter of construction of the said buildings and/or for any defect herein. For any matter raised under this clause of Developer's action only developer will be responsible to solve the matter legally.

19.4 **By Owner:** The Owner hereby indemnify and agrees to keep the Developer saved harmless and indemnified of from and against any loss or damage suffered by Developer due to any defect in title of the said Property and/or due to any of the Representations of the Owner being incorrect and undertakes to rectify and settle within 90 days of such demand or encumber came to the notice but not later than 365 days subject to Force Majeure Clause.



19.5 **For Defect in Construction:** The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any loss or damage suffered by the Owner in relation to any claim being made by any Transferee relating to defect in construction attributable to the Developer.

20. **Corporate Warranties:**

20.1 **By Developer:** The Developer warrants to the Owner that

20.1.1 **Necessary Licenses etc.:** it has all necessary rights, licenses, permissions, power and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.

20.1.2 **Permitted by Memorandum and Articles of Association:** The Memorandum and Articles of Association permit the Developer to undertake the activities covered by this Agreement.

20.1.3 **Board Authorization:** the Board of Directors of the Developer has authorized the signatory to sign and execute this Agreement.

20.2 **By Owner:** The Owner warrant, represent and undertake to the Developer that:

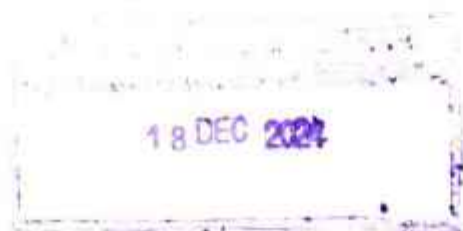
21.2.1 **Title:** The Owner shall not do anything by which the title of the said Property is encumbered or adversely affected. The said Property is free from all encumbrances, mortgages, leases, tenancies, licences, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, liabilities whatsoever.

21.2.2 **Co-operation with Developer:** The Owner shall co-operate with the Developer in respect of obtaining all approvals required for development of the said Property and for carrying out the development and construction in terms hereof fully and in all manner.

21.2.3 **No Obstruction in Dealing with Developers' Allocation:** Subject to the Developer complying with its obligations under this Agreement, the Owner covenant not to do any act, deed or thing whereby the Developer may be prevented from exercising its rights or discharging his functions under this Agreement and/or from dealing with the Developer's Allocation in terms of this Agreement.



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21.2.4 **Compliance by Owner:** The Owner has assured the Developer that they shall implement the terms and conditions of this Agreement.

20.3 **Warranties Independent:** Each of the warranties, covenants, indemnities and undertaking set out in this Agreement is separate and independent.

21. **Limitation of Liability:** Notwithstanding anything to the contrary herein, neither party shall be liable under any circumstances whatsoever to each other for any indirect or consequential loss suffered or incurred. Save and except stated in the aforesaid paragraphs.

22. **Miscellaneous:**

22.1 **Developer to Collect Additional Payments and Deposits:** The Developer shall be entitled to collect in respect of the entirety of the New Buildings all additional charges, expenses and/or deposits including for corpus deposit, formation of the Maintenance Company, Common Expenses, Municipal Taxes, supply of electricity, purchase and installation of generator, electric and water supply connections, Project Advocates' Fees, additional work and amenities that may be provided, charges, outpocket expenses and fees payable for changes/ regularization/ completion under applicable Rules or provisions.

22.2 **Essence of the Contract:** The Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

22.3 **Documentation:** The documents for transfer including Agreements for Sale of Units and Deeds of Conveyance for the New Buildings for Developer's Allocation shall be prepared by Awani Kumar Roy, Advocate of 10, Kiran Shankar Roy Road, First Floor, Kolkata-700001 and for the Owner's allocation the same shall be prepared by Koustava Ratan Chatterjee of 2 No. Bar High Court, Calcutta, Advocate as per Owner's choice. Owner's Advocate in case of joint sale will do the registration and entitle to 27% shar of fees. The same shall contain similar rights and obligations regarding the usage and enjoyment of all the constructed spaces of the New Buildings. The fees and cost of preparation, stamping, registration and other charges of the Agreements for Sale and the Deeds of Conveyance shall be borne and paid by the Unit Owner of all the constructed spaces of the New Buildings. The legal fees payable by every Unit Owner of the New Buildings to the Project Advocates has been agreed to be calculated at the rate of one per cent of the total consideration for sale/transfer of each Unit out of which 50% shall be paid at the time of Agreement for Sale and the balance 50% shall be paid at the time of



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possession or approval of the Deed of Conveyance, whichever is earlier.

22.4 **Subsequent sanction:** In the event of further/additional construction being permissible on the said Property in future, then the same shall also be developed by the Developer and such further/additional construction shall be shared by the Owner and the Developer in 27% of the Owner and balance by the Developer and the construction cost shall be borne by the Developer.

22.5 **No Partnership:** The Owner and the Developer have entered into this Agreement purely as a contract 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.

22.6 **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.

22.7 **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 signed or made by the Owner relating to which specific provisions may not have been made herein. The Owner hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.

22.8 **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.

22.9 **Name of Project/New Buildings:** The name of the Project/ New Buildings shall be as such as may be decided by the Developer with information to the Owner.

23. **ARTICLE-VI- AUTHORITY BY THE OWNER**

23.1 For the purpose of giving effect to this Agreement the Owner will execute and registered separately General Power of Attorney authorised the Developer amongst other to do the various acts deeds and things as



mentioned in this Agreement and hereby authorized and empower the Developer :-

23.1.1 Take charge of the said Property and to run, administer and manage the same at its sole and absolute discretion, risk and cost for the purposes of this Agreement and implementation of the Project. The Developer and its employees, officers servants, agents, contractors, workers etc. shall have authority to enter upon the said Property for the purpose of carrying out survey, measurements, preparing and getting revised plans approved for development of the said Property and incidental purposes and to enable the Developer to commence the development thereof and to do all requisite works and things in that behalf.

23.1.2 Enter into and upon the said Property and/or any part or portion thereof, to move men, materials, and equipment into the same and to deploy them in the construction activity thereon.

23.1.3 Commence the development, carry on and complete the Project, and to do and perform all acts, deeds and things required for commencing such development and carrying on and completing the Project.

23.1.4 Supervise and monitor the Project till the Project Completion Certificate in respect thereof is obtained from the concerned Authorities and to ensure that the development is carried out strictly in accordance with the said Plan.

23.1.5 Render all other management, technical, marketing, financial and professional know how which may be necessary for the successful completion of the Project in a timely manner.

23.1.6 Upon sanction of the Plan and until completion of the Project, the Developer will make payment of all taxes, cess, duties, levies, deposits and outgoings of whatever nature, payable in respect of the Said Property and to obtain proper receipts and discharges thereof and until then it shall be the responsibility and obligation of the Owner to pay and discharge the same and shall keep the Developer saved harmless to that extent.

23.1.7 To appear before the concerned registration and other Authorities for the purpose of registering any documents and instruments and to present the same before them and admit the execution thereof and to do all such acts, deeds, matters and things as may be necessary or advisable for the purpose of transfer of the constructed portion and proportionate share of land said development and/or units to various Transferees. On their part, the Owner shall execute and register such documents and instruments for the purpose of perfecting the title of the intending



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purchasers of the constructed portion.

23.1.8 Sue, commence, institute, continue and prosecute any actions, suits or proceedings before any court, tribunal or quasi-judicial or judicial authority or other Authority (ies) whomsoever or any other proceeding which may be considered necessary or proper in or about for the execution of any of the powers and authorities hereby given and/or relating or pertaining to the Said Property or the Project and to prosecute and follow up or discontinue and withdraw the same with or without leave to institute fresh proceedings and to levy execution or to enter satisfaction upon any judgment or otherwise to act therein as it may deem fit or expedient, without being personally liable and/or responsible for any loss that may result there from.

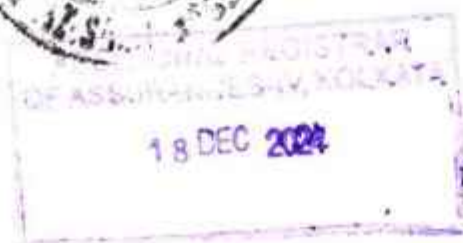
23.1.9 Collect and receive from the intending purchasers of the development consideration that is payable by such Transferees including various amounts on account of advances and deposits and for that purpose to make, sign, execute and/or give proper, effectual and lawful discharge for the same and also on non-payment thereof or any part thereof to enter upon and restrain and/or take legal steps for the recovery thereof or to eject such defaulting purchasers and/or transferees as the case may be.

23.1.10 To do all acts, deeds, things and matters as may be necessary to market and transfer the development and/or to carry out or complete the Project.

23.1.11 Advertise or market the Said Property and/or the development and receive monies thereof;

23.1.12 To make, sign, submit, execute, apply, present, endorse, file, re-file, amend, attest, verify, declare, receive back, withdraw any documents, Project drawings, notices, petition/s, declaration/s statements for the purposes of obtaining Approvals in connection with the Development and/or carrying out or completing the Project; and/or any documents, instruments and take all necessary steps for the registration of the co-operative society/association and/or any other legal entity or corporate body comprising of Transferees of the Said Property under the provisions of the relevant applicable laws including RERA and appear before the concerned Authority (ies) as and when necessary and required;

23.1.13 any documents, instruments to raise loan from any financial institutions or banks for the purpose of construction of the buildings,



residential units only, forming part of the Developer's allocation and/or carrying out or completing the Project and to repay the same and to provide, and request the Owner to provide, original title documents, instruments, writings and deeds connected therewith as security for the same. It is made clear that the Developer will not mortgage or take loan on Owner's allocation share;

23.1.14 correspond with Authorities for the purposes of obtaining Approvals in connection with the Development and/or carrying out or completing the Project;

23.1.15 apply for modifications, alterations and/or changes in the Project drawings and/or Approvals and/or revalidation of the Project drawings and/or Approvals directly or through its representatives;

23.1.16 pay fees, charges, deposits and securities that may be payable in order to obtain the Approvals from the Authority (ies) to carry out the Development and complete the Project and for that purpose to execute any Documents and/or Instruments as may be required to be given to the Authority (ies);

23.1.17 obtain refund of deposits, scrutiny fees and/or other charges paid by the Developer to concerned Authority(ies) to carry out the Development and complete the Project and to obtain refund on that behalf and for that purpose to execute any documents and/or instruments as may be required to be given to the Authority (ies); and/or mutation, assessment of the Said Property and/or the said Property in the concerned records of the concerned Authority (ies);

23.1.18 request the Owner to sign any and/or all documents and instruments, necessary or proper to carry into effect any of the powers and authorities hereby given; and to do all such acts, deeds and things that may be necessary to do the above.

23.2 For the purpose of carrying out the aforesaid acts, if required by the Developer, the Owner shall execute a separate power of attorney to enable the Developer to do any or all of the aforesaid acts deeds and things it being agreed that in the event any the abovementioned powers/ authorities are granted/delegated by the Developer to any nominee(s) of the Developer, then the Developer shall keep the Owner indemnified against any loss and damage that may be suffered or incurred or sustained by the Owner due to any established prejudicial acts of such nominee(s) of



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the Developer.

23.3 The Owner acknowledge and accept that by virtue of this Agreement, the Developer has acquired a substantial interest and right in the said Property, and thus, each of the powers granted and/or to be granted from time to time in favour of the Developer and/or its nominees(s) including those granted under these presents as also under the abovementioned and several other power(s) of attorney that may be executed from time to time, being coupled with interest and consideration, are and shall at all times remain effective subject to the Developer not committed breach of this Agreement.

23.4 It is further clarified and understood that despite the grant of the aforesaid powers and authorities in favour of the Developer, the Owner shall, as and when requested by the Developer, themselves sign, execute and register/lodge for registration such deeds, documents, applications, etc. as may be requested from time to time by the Developer as required in terms of this Agreement. The Owner if desire have its owner's allocation registered separately.

24. EXECUTION OF SUPPLEMENTAL DOCUMENTS, POWER OF ATTORNEYS AND FURTHER ACTS

24.1 Simultaneously with the execution of this Development Agreement, the Owner shall execute the following documents.

24.1.1 A Power of Attorney in favour of the Developer and/or its nominees and the said Power of Attorney shall for all intents and purposes be deemed to have been given pursuant to this agreement. Such power is comprehensive general Power of Attorney (with power of substitution and delegation) authorizing and permitting the Attorney to inter alia, deal with trespassers if any at the said Property, approach statutory authorities for obtaining all sanction, modification, alteration, re-validation etc., of plans, modified plans and developmental permissions in respect of the said Property, to commence and carry out and complete development and construction and completion of building/buildings in and upon the said Property, sell and transfer flats, units, shops, showrooms etc., and other saleable and constructed areas and rights in or about the building or buildings to be constructed by the Developer together with or independent of or independently the land comprised in the said Property, create third party rights and/or interest in respect of the said Property, mortgage the said Property, enter into agreements for sale of constructed units, flats, shops, showrooms and other saleable and constructed areas and rights together with or independent of or independently the land comprised in the



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said Property, and execute and register separate deeds of conveyances in respect of the units, flats, shops, showrooms etc., and other saleable and constructed areas and rights in the building or buildings and/or the said Property together with or independent of or independently the land comprised in the said Property and receive and appropriate the consideration money and amounts of deposits, securities etc and deliver possession of the constructed units, flats, shops, showrooms and other saleable and constructed areas and rights etc.

24.1.2 The Owner agree not to revoke such Power of Attorney during the subsistence of this agreement and such powers and authorities shall in all cases extend to all other matters or transactions not precisely or specifically mentioned or defined in the said Power of Attorney.

24.2 Notwithstanding grant of the aforesaid Power of Attorney, the Owner hereby undertake that they shall execute, as and when necessary, all papers, documents, plans, etc. for enabling the Developer to perform all obligations under this Agreement.

24.3 It is understood that from time to time to facilitate the uninterrupted construction of the New Building/s 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 signed or made by the Owner relating to which specific provisions may not have been made herein. The Owner hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.

25. **Defaults:**

25.1 **Cancellation When Applicable** : After 8 years with a grace period of 6 months if the Developer shall fail to make 75% of the Project as sanction then only in that event the owner shall be at liberty to unilaterally cancel or terminate this Agreement on the reimbursement of the Security Deposit, all costs, charges and expenses incurred till then together with a liquidated damage and interest to be paid to the Developer.

25.2 **Compensation:** If inspite of the Owner having complied with their obligations, the Developer does not complete the New Buildings within the Completion Time in terms of Clause 8.4 above, then the Developer shall,



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except in case of Force Majeure, be liable to pay to the Owner compensation as may be decided.

26. **Force Majeure:**

26.1 **Meaning:** Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike or other industrial action in general or defect in title, any third party claim, disputes in court of law, or general unrest, terrorist action, civil commotion, any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.

26.2 **Saving Due to Force Majeure:** Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.

26.3 **Reasonable Endeavours:** The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of force majeure shall use all reasonable endeavors to bring the event of force majeure to a close or to find a solution by which this agreement may be performed despite the continuance of the event of Force Majeure.

27. **Confidentiality:**

27.1 **Confidential Information:** Confidential Information shall mean and include all trade secrets, business plans and other information relating to (whether directly or indirectly) the businesses thereof (including, but not limited to, the provisions of this Agreement) and in whatever form, which is acquired by or disclosed to the other Party pursuant to this Agreement ("**Confidential Information**").

27.2 **Handling of Confidential Information:** In consideration of Confidential Information of each Party ("**Disclosing Party**") being made



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available to the other Party ("**Receiving Party**") under this Agreement, the Receiving Party shall at all times:

27.2.1 **Secrecy:** treat all such Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality.

27.2.2 **No Misuse:** not use any such Confidential Information other than for the purpose of performing its obligations under this Agreement and in particular, not use or seek to use such Confidential Information to obtain (whether directly or indirectly) any commercial, trading or other advantage (whether tangible or intangible) over the Disclosing Party.

27.2.3 **No Third Party Disclosure:** not disclose such Confidential Information to anyone other than with the prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion) of the Disclosing Party.

27.2.4 **No Copying:** not make any copies of any such Confidential Information (including, without limitation, any document, electronic file, note, extract, analysis or any other derivation or way of representing or recording any such Confidential Information) without the Disclosing Party's prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion).

27.2.5 **Acting on Instruction of Disclosing Party:** upon written request by the Disclosing Party, promptly deliver to the Disclosing Party or at the direction of the Disclosing Party, destroy all materials containing any such Confidential Information and all copies, extracts or reproductions of it (as permitted under this Agreement) and to certify compliance to the Disclosing Party in writing.

28. **Entire Agreement:** 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.

29. This Agreement is being executed simultaneously in duplicate, each of which shall be deemed to be an original and all of which shall constitute one instrument and agreement between the Parties.

30. **Severance:**

30.1 **Deletion of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable



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if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.

30.2 Reasonable Endeavour for Substitution: The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be ; suspended whilst an attempt at such substitution is made.

31. Amendment /Modification: 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 both the Parties and expressly referring to the relevant provision of this Agreement.

32. Notice:

32.1 Mode of Service: Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or sent by prepaid recorded delivery, or registered post with acknowledgement due or through courier service to the address and for the attention of the person specified below: .

In case of Owner:	In case of Developer;
Dibyendu Bandyopadhyay, 23, Raniganj Bazar Bye Lane P.S. P.O. & District Burdwan-713101	Mr. Mahesh Kumar Sharma or Mr. Mukesh Kumar Sharma 9A, Lord Sinha Road, Kolkata - 700 071

31.2 Time of Service: Any such notice or other written communication shall be deemed to have been served:

31.2.1 Personal Delivery: if delivered personally, at the time of delivery.

31.2.2 Registered/Speed Post: if sent by prepaid recorded delivery or registered/speed post or courier service, on the 4th day of handing over the same to the postal authorities/service provider, if not return unserved.

31.2.3 Facsimile: if sent by facsimile/email transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of



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transmission, in the place to which the facsimile was sent.

31.3 **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made with acknowledgment of receipts or in the case of prepaid recorded delivery, registered post or courier, that such notice or other written communication was properly addressed and delivered to the postal authorities/service provider or in the case of a facsimile/email message, that an activity or other report from the sender's email machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number/email and-the number of pages transmitted.

33. **Dispute:** Any dispute, difference, controversy or claim between the parties hereto arising out of and/or relating to and/or touching or concerning and/or connected with the said premises or any part thereof and/or this MOU and/or the construction, interpretation, breach, termination or invalidity of any term condition or stipulation hereof shall be decided by a competent Court of Law..

34. **Jurisdiction :** In connection with the aforesaid proceedings, the Hon'ble High Court at Calcutta and local Civil Court only shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.

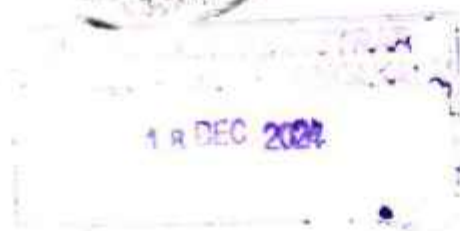
35. **Rules of Interpretation:**

35.1 **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, reenacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

35.2 **Number:** In this Agreement, any reference to singular includes plural and vice- versa.

35.3 **Gender:** In this Agreement, words denoting any gender including all other genders.

35.4 **Party:** In this Agreement, any reference to a Party is to a party to



this Agreement.

35.5 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.

35.6 **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.

35.7 **Headings:** In this Agreement, the heading are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(Property Details total Land 6.21 Acres)

PART - I

ALL THAT piece and parcel of land in the District Burdwan P.S. and District Sub-Registry office Burdwan in Mauja Gopal Nagar under J.L. No. 78 under R.S. Khatian No. 31, 62 and L.R. Khatian No. 851 and (1) L.R. Dag No. 85 Area 170 Sataks, (2) L.R. Dag No. 85/188 Area 14 Sataks, (3) L.R. Dag No.75 area 35 Sataks, (4) L.R. Dag No.76 area 261.1 Satak, (5) L.R. Dag No.77 area 01 Satak, (6) L.R. Dag No.78 area 130 Satak, Total 6.11 Acres more or less and in all Total land area in the afore said property measuring **6.11 Acres** more or less, Ward No. 12, within Burdwan Municipality, Police Station Burdwan, Pukur shall be retained as water body until its conversion, together with all easement right and common right and facilities thereon and it is butted and bounded in the following manner :

ON THE NORTH : Land and Building of B.N. Nandi & others.

ON THE SOUTH : Building of Ratan Pal & others.

ON THE WEST : Area of Indra Kanan.

ON THE EAST : D.V.C.



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PART - II

ALL THAT piece and parcel of land measuring about 10 Decimals in the District Burdwan P.S. and District Sub-Registry office Burdwan in Mauja Gopal Nagar under J.L. No. 78 under Khatian No. 3 presently R.S. Khatian No. 85,

- (1) R.S. and L.R. Dag No. 81 in which 2 Sataks land is vacant land lying and situated in P.S. and District Sub-Registry office Burdwan in Mauja Gopal Nagar.
- (2) R.S. and L.R. Dag No. 81/187 Bastu Land measuring about 8 Sataks along with 500 Sq.ft. with structure lying and situated in P.S. and District Sub-Registry office Burdwan in Mauja Gopal Nagar.

Total Land measuring 10 Decimals equivalent to 0.100 Acre and it is butted and bounded in the following manner :

- | | |
|---------------------|---|
| ON THE NORTH | : J.L. No. 76, Mouza – Kanai Natsal. |
| ON THE SOUTH | : Land of two Plot Numbers. |
| ON THE WEST | : R.S. and L.R. Plot No. 80. |
| ON THE EAST | : 150 ft. wide G.T. Road, Burdwan. |

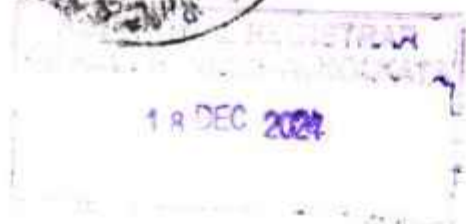
Thus Total Land Area of this Project is 6.21 Acres as above.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(OWNER'S ALLOCATION)

ALL THAT 27% of the total area/constructed area with 27% of the Car Parking Space together with 27% of the proportionate share of land together with proportionate share in the common amenities and facilities in the said premises more fully and particularly described in the First Schedule hereinabove written.



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THE THIRD SCHEDULE ABOVE REFERRED TO:
(Developer's Allocation)

ALL THAT the balance 73% of the total area/constructed area with 73% of the Car Parking Space and proportionate 73% share in the land together with proportionate share in the common area facilities and amenities in the said premises morefully and particularly herein above written in these presents.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
 (Specifications of Construction)
(Fittings and fixtures to be provided in the Unit)

- (I) **FOUNDATION & STRUCTURE:** The building is designed and will be built on R.C.C. foundation resting on bored piles and R.C.C. frame structure with necessary brick work and wood work as per the drawings and specification provided by the Architecture.
- (II) **DOORS:** Sal wood door frame with 35mm thick flush shutters having spirit polish teak veneer finished on one side of the door except for Kitchen, Bedrooms, and toilet doors which will have commercial faced, inner sides painted with matching enamel paint. Entrance door shall have night latch, and a magic eye. Bedroom and kitchen doors shall have mortice lock and doorstopper and the toilet doors will have bathroom latch.
- (III) **WINDOWS:** All windows will be standard section 1.5 mm, Powder coated Aluminum /UPVC window with glass insert in each shutter fitted with matching fittings.
- (IV) **FLOORING:** The flooring of the entire flats will be finished in vitrified tiles of approved make.
- (V) **TOILETS:**
 - (a) Designer ceramic tiles on the walls upto door height.
 - (b) Water closets - European type commode with low level cistern.
 - (c) Standard hand basin.
 - (d) Sunk bathing tray.
 - (e) All the piping shall be in the concealed system.
 - (f) Hot and cold water line with provision for installation of geysers.



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A. D. J. J. J. REGISTRAR
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- (g) Sleek C.P. fittings.
- (h) Glass mirror and Shelf, nickled soap tray and towel rail
- (i) Anti Skid Vitrified tiles on floor.

(VI) KITCHEN:

- (a) Granite top cooking platform with one stainless steel sink with proper Tap fittings.
- (b) Wall of Kitchen will be covered with ceramic tiles up to a height of two feet above the counter.
- (c) Separate CP fittings for Drinking water connection.

(VII) DECORATION WORK: Inside wall will be finished with plaster of Paris punning and exterior surface of wall will be finished with combination of textures paint/glazing as per architectural drawings.

(VIII) ELECTRICAL WIRING & FITTINGS AND GENERATOR POWER:

- (a) Total concealed wiring for all the rooms provided with electrolytic copper conductors.
- (b) Air-conditioning plug point in all bedrooms.
- (c) Geyser point in all toilets.
- (d) Light and plug point in dining/drawing and bedrooms as per architectural drawings.
- (e) Proper provision of Electrical Switches and Boards for Fridge/ Microwave and /or other Kitchen appliances.
- (f) Electric call bell at main entrance door.
- (g) Telephone point in living room and all bedrooms.
- (h) Compatible wiring which can be hooked up to a cable television network with connection thereof in living room and all bedrooms.
- (i) Connection of Intercom/EPAX in the building to each individual flat.
- (j) Through Generator power will be provided in the said Unit during power failure for lighting and other domestic purposes to the extent of l(one) watt per Square foot of the built-up area of the said Unit controlled by electric circuit breaker.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Short Description of the Owner's Title)

- A. One Sri Nirmalendu Sekhar Basu was recorded his name in R.S. Khatian No. 62 in respect of the following Dags:-



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Sl. No.	R.S. Dag No.	Nature of Land	Area
1)	35/180	Pukur	14 Satak
2)	35	Pukur	1.70 Acres
3)	36	Suna	11 Satak
4)	77	Indara	01 Satak
5)	78	Suna	31 Satak
6)	78/189	Bastu	2.20 Satak
7)	76/190	Bagan	0.3 Satak
8)	76	Danga	77 Satak
9)	75	Danga	35 Satak
10)	76/191	Bagan	06 Satak
11)	88	Bagan	06 Satak
			Total 6.11 Acres

Situated in Mouza Gopal Nagar, J.L. No. 78, Touzi No. 4314, P.S. Burdhaman, District Burdwan.

- B. The said Nirmalendu Sekhar Basu sold the said property by a registered Deed of Kobla in Bengali dated 29.10.1962 which was duly registered in the office of the Burdwan District Sub-Registry Office in Book No. I, being No. 6846 for the year 1962 the said Nirmalendu Sekhar Basu duly sold and transferred unto Sri Ajit Kumar Dawn and his brother Ram Krishna Dawn.

In R.S. Khatina No. 62

Sl. No.	R.S. Dag No.	Nature of Land	Area in Satak
1)	85/185	Pukur	14
2)	85	Pukur	1.70
3)	86	Suna	22
4)	77	Indara	01
5)	78	Suna	31
6)	78/189	Bastu	2.20
7)	76/190	Bagan	0.03
8)	76	Danga	.77
9)	76/191	Bagan	06
10)	88	Bagan	06
			Total 5.85



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In the same Kobala purchaser also purchase the following land in R.S. Khatian No. 31 of the Vendor therein as follows:

R.S. Dag No. 79 (Vita Land) having an area of 26 Satak

R.S. Dag No. 79/186 (Vita Land) having an area of .43 Satak

R.S. Dag No. 80 (Suna land) having an area of 27 Satak

Total 96 Satak

- C. By another Deed of Kobala in Bengali dated 09.11.1962 and registered at the office of District Sub-Registrar Burdwan in Book No. 1, Being No. 6969 for the year 1962 the said Ajit Kuma Dawn duly sold and conveyed to his $\frac{1}{2}$ share to Ramkrishna Dawn the land mentioned in the Schedule therein for the consideration and also on the terms mentioned therein which includes.

R.S. Khatian No. 62

Sl. No.	R.S. Dag No.	Nature of Land	Area
1)	85/188	Pukur	.14 Satak
2)	85	Pukur	1.70 Satak
3)	86	Suna	.22 Satak
4)	77	Indria	.01 Satak
5)	78	Suna	.31 Satak
6)	78/189	Bastu	2.20 Satak
7)	76/190	Bagan	0.03 Satak
8)	76	Danga	.77 Satak
9)	75	Pukur	0.35 Satak
10)	76/191	Bagan	0.06 Satak
11)	88	Bagan	0.06 Satak

Total 5.85 Satak

R.S. Khatian No. 31

Sl. No.	R.S. Dag No.	Nature of Land	Area
1)	79	Vita	.26 Satak
2)	79/186	Vita	0.43 Satak
3)	80	Suna	.27 Satak

Total .96 Satak



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By virtue of the aforesaid the said Ram Krishna Dawn became the owner of the entire share purchase by Deed of Conveyance dated 29.10.1962 from Nirmalendu Sekhar Basu.

- D. The said Ram Krishna Dawn seized and possessed of entire said property as and duly mutated L.R. records in the office of the BLR & LRO Burdwan.
- E. The said Ram Krishna Dawn from the said entire property sold some demarcated portion of the property in R.S. Dag No. 76 by way of several deed to different purchasers herein below as follows : -
 - i) By a Deed of Sale dated 10.05.1996 duly registered in the office of the Burdwan Additional District Sub-Registry office in the Book No. I, being Deed No. 1295 for the year 1996, unto Sri Ashim Kumar Ghosh & Others as purchasers the demarcated land measuring about 2726 Sq.ft. situated at Mouza Gopal Nagar L.R. Dag No. 76 under L.R. Khatian No. 39.
 - ii) By a Deed of Sale dated 10.05.1996 duly registered in the office of the Burdwan Additional District Sub-Registry office in the Book No. I, being Deed No. 1296 for the year 1996, unto Sri Shyamal Halder & Sri Tapan Mukherjee as purchaser the demarcated land measuring about 1710 Sq.ft. i.e. 2 Cottahs 6 Chittacks situated at Mouza Gopalnagar, Dag No. 76, under Khatian No. 39.
 - iii) By a Deed of Sale dated 10.05.1996 duly registered in the office of the Burdwan Additional District Sub-Registry office in the Book No. I, being Deed No. 1297 for the year 1996, unto Sri Subhas Mondal as purchaser the demarcated land measuring about 1681 Sq.ft. i.e. 2 Cottahs 5 Chittacks 16 Sq.ft. situated at Mouza Gopal Nagar, Dag No. 76 under L.R. Khatian No. 39.
 - iv) By a Deed of Sale dated 26.09.1996 duly registered in the office of the Burdwan Sadar Sub-Registry office in the Book No. I, being Deed No. 664 for the year 1996, unto Sri Mantu



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Lal Dutta as purchaser the demarcated land measuring about 760 Sq.ft. i.e. 1 Cottahs 40 Sq.ft. situated at Mouza Gopal Nagar, Dag No. 76/190 under Khatian No. 62.

- F. By a Deed of Gift dated 19.04.1996 made by and between Ram Krishna Dawn therein referred to as the Donor of the One Part and Sandhya Dawn therein referred to as the Donee of the Other Part, and registered in the office of the Sadar Sub-Registry office Burdwan, in the Book No. I, Volume No. 23, Pages 176 to 180 being Deed No. 1186 for the year 1996 Donor therein without any consideration and out of natural love and affection bestowed transferred and granted unto the Donee ALL THAT piece and parcel of land area measuring 1421 Sq.ft. in respect of R.S. Dag No. 76 and land measuring 5979 Square Feet in respect of R.S. Dag No. 78/189 under Mouza - Gopal Nagar in the District Burdwan. Total land 7400 Sq.ft. i.e. 10 Cottahs 4 Chittacks 20 Sq.ft.
- G. Deed of Sale and Deed of Gift thus the Ramkrishna Dawn became the absolute Owner and seized and possessed of remaining property in the District Burdwan P.S and District Sub Registry office Burdwan in Mouja Gopal nagar under J.L No. 78 under R. S. Khatian No. 31, 62 and L.R. Khation No. 124 and (1) in R. S. Dag No. 79, Vita Land area measuring 26 satak more or less (2) in R.S. Dag No. 79 / 186 vita Land area measuring 43 satak (3) in R.S. dag No. 80 suna land (dry) area measuring 27 satak, (4) in R.S Dag No. 78 suna land (dry) area measuring 31 Satak, (5) in R.S Dag No. 76/190 Bagan land area measuring 03 satak more or less, (6) in R.S Dag No. 76, Danga land area measuring 77 satak more or less, (7) in R.S. Dag No 78/189, bastu land area measuring 2.20 acre more or less, (8) in R.S. dag no. 77 Indara land area measuring 01 satak, (9) in R.S dag no. 75 Danga land measuring 35 satak more or less, (10) in R.S. dag no. 76/191 Bagan Land measuring 06 satak more or less. (11) in R.S dag No. 88 Bagan land area measuring 06 satak more or less, (12) in R.S. Dag no. 85 Pukur area measuring 1.70 acre more or less, (13) in R.S. Dag no. 85/188 Pukur area measuring 14 satak more or less and duly mutated in the office of the B.L.L.R.O. Burdwan-2, West Bengal.



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- H. The said Ramkrishna Dawn died intestate on 28.06.1997 leaving behind his surviving legal heirs his wife namely Sandhya Dawn, his two sons namely Gautam Dawn, Sanjoy Dawn and only daughter Smt. Mitali Sen inherited his aforesaid property under the provision of Hindu Succession, 1956.
- I. The said Smt. Sandhya Dawn, Sri Gautam Dawn, Sri Sanjoy Dawn and Smt. Mitali Sen thus became jointly seized and possessed of the aforesaid property.
- J. Thereafter the said Smt. Sandhya Dawn, Sri Gautam Dawn, Sri Sanjoy Dawn and Smt. Mitali Sen, duly sold, conveyed and transferred their aforesaid land situated in the District Burdwan P.S and District Sub Registry office Burdwan in Mouja Gopal nagar under J.L No. 78 under R.S Khatian No. 31 and 62 and L.R. Khatian No. 124 and (1) in R.S Dag No. 79, Vita Land area measuring 26 satak more or less, (2) in R.S. Dag No. 79/186 vita Land area measuring 43 satak more or less (3) in R.S. dag No. 80 suna land (dry) area measuring 27 satak, more or less (4) in R.S. Dag No. 78 suna land (dry) area measuring 31 Satak, (5) in R.S. Dag No. 76/190 Bagan land area measuring 03 satak more or less, (6) in R.S dag no. 77 Indara land area measuring 01 satak, (7) in R.S dag no. 75 Danga land measuring 35 satak more or less, (8) in R.S. dag no. 76/191 Bagan Land measuring 06 satak more or less, (9) in R.S. dag No. 88 Bagan land area measuring 06 satak more or less, (10) in R.S. Dag no. 85 Pukur area measuring 1.70 acre more or less, (11) in R.S. Dag no. 85/188 Pukur area measuring 14 satak more or less, (12) in RS Dag No. 76, Danga land and in RS. Dag No 78/189, bastu land total land area measuring 2.65 acre more or less, aggregating to total land measuring **6.27 Acre** more or less unto and in favour of GOLD KING PROJECTS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its Registered Office at No. 4, Saklat Place (Fourth Floor), Chandni Chowk, P.S. Bhowbazar, Kolkata-700072, represented by its Director



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SRI DIBYENDU BANDYOPADHYAY son of Late Sudhir Chandra Banerjee, by faith Hindu, by occupation Business, residing at 23, Raniganj Bazer Bye Lane, P.S. + District Burdwan, Pin-713101, by a Kobala in Bengali language and Character dated 13.08.2004 duly registered in the office of D.S.R-II, Bardhaman, West Bengal and recorded in Book No. I Volume No. 38, Pages: 54 to 81, being No.1037 for the year 2004 at the valuable consideration mentioned therein.

- K. The said Gold King Projects Private Limited mutated its name in the record of BLLRO, Burdwan L.R. Kh No-851 and thereafter the GOLD KING PROJECTS PRIVATE LIMITED vide conversion case no 26/2005 memo no 2458/LM/2005/ dated 29/12/2005, Govt. of West Bengal office of the district land and land reforms officer, Burdwan and got conversion from danga, chulkal, indara to Housing Complex land having an area 4.31 acres.
- L. The said Gold King Projects Private Limited as vendor herein sold one plot of land measuring 2 cottahs 5 chittacks 23 sq.ft. more or less i.e 3.9 satak out of total land measuring 2.65 acre in respect of R.S. Dag No. 76, sub plot No.6, under Mouza Gopal Nagar J.L No. 78, in the District and P.S. Burdwan unto and in favour of Sri Tapan Mukherjee son of Late Pashupati Mukherjee of Gopal nagar, District and P.S. Burdwan by a Kabala in Bengali language and Character dated 30.06.2010 duly registered in. the office of D.S.R-II, Bardhaman, West Bengal and recorded in Book No. I, Volume No. 9, Pages: 1818 to 1838, being No. 3078 for the year 2010 at the valuable consideration mentioned therein.
- M. Thereafter the said Sri. Sadhan Pal, Sri Madan Pal, Sri Ajoy Kumar Pal, Sri Bijoy Pal, Sri Sujoy Pal and Smt. Arati Pal, duly sold, conveyed and transferred their aforesaid land situated in the District Burdwan P.S and District Sub Registry office Burdwan in Mouja Gopal nagar under J.L No. 78 under R.S Khatian No. 3 and L.R. Khation No. 85 and (1) in R.S Dag No. 81, Viti Land area measuring 2



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satak more or less, (2) in R.S. Dag No. 81/187 bastu Land area measuring 8 satak more or less, aggregating to total land measuring 10 Satak i.e. **0.100 Acre** more or less unto and in favour of GOLD KING PROJECTS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its Registered Office at No. 4, Saklat Place (Fourth Floor), Chandni Chowk, P.S. Bhowbazar, Kolkata-700072, represented by its Director SRI DIBYENDU BANDYOPADHYAY son of Late Sudhir Chandra Banerjee, by faith Hindu, by occupation Business, residing at 23, Raniganj Bazer Bye Lane, P.S. + District Burdwan, Pin-713101, by a Kobala in Bengali language and Character dated 17.03.2023 duly registered in the office of A.D.S.R, Bardhaman, West Bengal and recorded in Book No. I Volume No. 0203-2023, Pages: 57433 to 57471, being No.020302135 for the year 2023 at the valuable consideration mentioned therein.

- N. Thus GOLD KING PROJECTS PRIVATE LIMITED, became the absolute Owner and seized and possessed of rest of the land as mention herin in the District Burdwan P.S. and District Sub Registry office Burdwan in Mauja Gopal nagar under J.L No. 78 under R.S Khatian No. 31, 62 and L.R. Khatian No. 851 and (1) L.R. Dag No. 85 Area 170 Sataks, (2) L.R. Dag No. 85/188 area 14 Sataks, (3) L.R. Dag No.75 area 35 Sataks, (4) L.R. Dag No.76 area 261.1 Satak, (5) L.R. Dag No.77 area 01 Satak, (6) L.R. Dag No.78 area 130 Satak, Total 6.11 Sataks more or less and under R.S. Khatian No.3 and L.R. Khation No. 85 and (1) in R.S Dag No. 81, Viti Land area measuring 2 satak more or less, (2) in R.S. Dag No. 81/187 bastu Land area measuring 8 satak more or less, aggregating to total land measuring 10 Satak i.e. **0.100 Acre and** in all Total land are in the aforesaid property measuring 6.21 Acre more or less, Ward No. 12, within Burdwan Municipality, Police Station Burdwan.
- O. The Owner duly mutated its name for the entire land in the record of B.L. & L.R.O. as well as with the Burdwan Municipality. The said property can be lawfully used for Housing Project.



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

SIGNED SEALED AND DELIVERED
by the **OWNER** at Kolkata in the
Presence of :

GOLDKING PROJECTS PRIVATE LIMITED

[Signature]
Director

WITNESS

Munir Roy Chowdhury
10, K.S. Roy Road
Kolkata - 700001

Ashoke Das
10, K.S. Roy Road,
Kolkata - 700001

SIGNED SEALED AND DELIVERED
by the **DEVELOPER** at Kolkata in the
Presence of :

For NATURAL PLAZA (P) LTD.

[Signature]
Director

WITNESS

Munir Roy Chowdhury

Ashoke Das

Drafted by
Anwarul Kunnar Roy
Advocate

WB-1927/1978
High Court - Calcutta



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12 DEC 2024

SPECIMEN FORM FOR TEN FINGERPRINTS



Dr. Bhandari

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little finger
Right Hand					



Dr. Sena

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little finger
Right Hand					

PHOTO

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little finger
Right Hand					

PHOTO

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little finger
Right Hand					



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18 DEC 2024

Major Information of the Deed

Deed No :	I-1904-19025/2024	Date of Registration	18/12/2024
Query No / Year	1904-2003066390/2024	Office where deed is registered	
Query Date	03/12/2024 3:31:24 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	PARTHA NANDY 10, K S ROY ROAD, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7003298463, Status : Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4310] Other than Immovable Property, Security Bond [Rs : 7,00,000/-], [4311] Other than Immovable Property, Receipt [Rs : 7,00,000/-]		
Set Forth value	Market Value		
	Rs. 27,42,11,706/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,171/- (Article:48(g))	Rs. 7,112/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: D.V.C. Road, Mouza: Gopalnagar, JI No: 78, Pin Code : 713101

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-78 (RS :-)	LR-851	Bastu	Bastu	1.3 Acre		6,50,00,000/-	Property is on Road
L2	LR-76 (RS :-)	LR-851	Bastu	Bastu	2.611 Acre		13,05,50,000/-	Property is on Road
L3	LR-77 (RS :-)	LR-851	Bastu	Bastu	0.01 Acre		5,00,000/-	Property is on Road
L4	LR-75 (RS :-)	LR-851	Bastu	Bastu	0.35 Acre		1,75,00,000/-	Property is on Road
L5	LR-85 (RS :-)	LR-851	Pukur	Pukur	1.7 Acre		4,25,00,000/-	Property is on Road
L6	LR-85/188 (RS :-)	LR-851	Pukur	Pukur	0.14 Acre		35,00,000/-	Property is on Road
		TOTAL :			611.1Dec	0 /-	2595,50,000 /-	

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: G.T. Road, Road Zone : (Parbirhata Police line to -- End) , Mouza: Gopalnagar, JI No: 78, Pin Code : 713101

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L7	LR-81 (RS :-)	LR-85	Bastu	Bastu	0.02 Acre		29,09,091/-	Width of Approach Road: 150 Ft.,
L8	LR-81/187 (RS :-)	LR-85	Bastu	Bastu	0.08 Acre		1,16,36,365/-	Width of Approach Road: 150 Ft.,
		TOTAL :			10Dec	0 /-	145,45,456 /-	
	Grand Total :				621.1Dec	0 /-	2740,95,456 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L8	500 Sq Ft.	0/-	1,16,250/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		500 sq ft	0 /-	1,16,250 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	GOLD KING PROJECTS PRIVATE LIMITED GREEN RIDGE APARTMENT, BADU ROAD, Flat No: 310, City:- Madhyamgram, P.O:- ABDALPUR, P.S:- Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN:- 700155 Date of Incorporation:XX-XX-2XX4 , PAN No.:: AAxxxxxx8L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	NATURAL PLAZA PRIVATE LIMITED 9A, LORD SINHA ROAD, City:- Kolkata, P.O:- MIDDLETON ROW, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071 Date of Incorporation:XX-XX-2XX0 , PAN No.:: AAxxxxxx8N,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
	Mr DIBYENDU BANDYOPADHYAY Son of Late SUDHIR CHANDRA BANERJEE Date of Execution - 18/12/2024, , Admitted by: Self, Date of Admission: 18/12/2024, Place of Admission of Execution: Office		 Captured	
		Dec 18 2024 2:49PM	LTI 18/12/2024	18/12/2024
	23, RANIGANJ BAZAR BYE LANE, City:- Burdwan, P.O:- BARDHAMAN, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2 , PAN No.:: ADxxxxxx6E, Aadhaar No: 57xxxxxxxx9001 Status : Representative, Representative of : GOLD KING PROJECTS PRIVATE LIMITED (as DIRECTOR)			

2	Name	Photo	Finger Print	Signature
	Mr MUKESH KUMAR SHARMA (Presentant) Son of Mr MAHESH KUMAR SHARMA Date of Execution - 18/12/2024, , Admitted by: Self, Date of Admission: 18/12/2024, Place of Admission of Execution: Office		 Captured	
	Dec 18 2024 2:49PM	LTI 18/12/2024	18/12/2024	
	9A, LORD SINHA ROAD, City:- Kolkata, P.O:- MIDDLETON ROW, P.S:-Shakespeare Sarani, District:- Kolkata, West Bengal, India, PIN:- 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.:: ARxxxxxx5Q, Aadhaar No: 39xxxxxxxx8937 Status : Representative, Representative of : NATURAL PLAZA PRIVATE LIMITED (as DIRECTOR)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PARTHA NANDY Son of Late ARUN KUMAR NANDY 210,BAKSARA VILLAGE ROAD, City:- Howrah, P.O:- BAKSARA, P.S:- Santragachi, District:-Howrah, West Bengal, India, PIN:- 711110		 Captured	
18/12/2024	18/12/2024	18/12/2024	
Identifier Of Mr DIBYENDU BANDYOPADHYAY, Mr MUKESH KUMAR SHARMA			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	GOLD KING PROJECTS PRIVATE LIMITED	NATURAL PLAZA PRIVATE LIMITED-130 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	GOLD KING PROJECTS PRIVATE LIMITED	NATURAL PLAZA PRIVATE LIMITED-261.1 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	GOLD KING PROJECTS PRIVATE LIMITED	NATURAL PLAZA PRIVATE LIMITED-1 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	GOLD KING PROJECTS PRIVATE LIMITED	NATURAL PLAZA PRIVATE LIMITED-35 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	GOLD KING PROJECTS PRIVATE LIMITED	NATURAL PLAZA PRIVATE LIMITED-170 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	GOLD KING PROJECTS PRIVATE LIMITED	NATURAL PLAZA PRIVATE LIMITED-14 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	GOLD KING PROJECTS PRIVATE LIMITED	NATURAL PLAZA PRIVATE LIMITED-2 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	GOLD KING PROJECTS PRIVATE LIMITED	NATURAL PLAZA PRIVATE LIMITED-8 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	GOLD KING PROJECTS PRIVATE LIMITED	NATURAL PLAZA PRIVATE LIMITED-500.00000000 Sq Ft

Land Details as per Land Record

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: D.V.C. Road, Mouza: Gopalnagar, JI No: 78, Pin Code : 713101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 78, LR Khatian No:- 851	Owner:গোল্ড কিং প্রজেক্টস (প্রা.) প্রাইভেট লিমিটেড, Gurdian:বাক দিব্যানু, Address:বন্দোবস্তখ্যায়, একঃ মকলাত গ্রাম চান্দীচক, কলিকাতা 72 , Classification:চাউলকল, Area:1.30000000 Acre,	GOLD KING PROJECTS PRIVATE LIMITED



L2	LR Plot No:- 76, LR Khatian No:- 851	Owner:গোল্ড কিং প্রজেক্টস (প্রাই) প্রিমিটেড, Gurdian:শঙ্কু দিবাঙ্গ, Address:বন্দোপাধ্যায়, এমঃ সরকার রাস চৌম্বীচক, কলিকাতা 72 , Classification:চাউলকল, Area:2.61100000 Acre,	GOLD KING PROJECTS PRIVATE LIMITED
L3	LR Plot No:- 77, LR Khatian No:- 851	Owner:গোল্ড কিং প্রজেক্টস (প্রাই) প্রিমিটেড, Gurdian:শঙ্কু দিবাঙ্গ, Address:বন্দোপাধ্যায়, এমঃ সরকার রাস চৌম্বীচক, কলিকাতা 72 , Classification:কৃষ, Area:0.01000000 Acre,	GOLD KING PROJECTS PRIVATE LIMITED
L4	LR Plot No:- 75, LR Khatian No:- 851	Owner:গোল্ড কিং প্রজেক্টস (প্রাই) প্রিমিটেড, Gurdian:শঙ্কু দিবাঙ্গ, Address:বন্দোপাধ্যায়, এমঃ সরকার রাস চৌম্বীচক, কলিকাতা 72 , Classification:জাল, Area:0.35000000 Acre,	GOLD KING PROJECTS PRIVATE LIMITED
L5	LR Plot No:- 85, LR Khatian No:- 851	Owner:গোল্ড কিং প্রজেক্টস (প্রাই) প্রিমিটেড, Gurdian:শঙ্কু দিবাঙ্গ, Address:বন্দোপাধ্যায়, এমঃ সরকার রাস চৌম্বীচক, কলিকাতা 72 , Classification:গুরু, Area:1.70000000 Acre,	GOLD KING PROJECTS PRIVATE LIMITED
L6	LR Plot No:- 85/188, LR Khatian No:- 851	Owner:গোল্ড কিং প্রজেক্টস (প্রাই) প্রিমিটেড, Gurdian:শঙ্কু দিবাঙ্গ, Address:বন্দোপাধ্যায়, এমঃ সরকার রাস চৌম্বীচক, কলিকাতা 72 , Classification:গুরু, Area:0.14000000 Acre,	GOLD KING PROJECTS PRIVATE LIMITED

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: G.T. Road, Road Zone : (Parbirhata Police line to – End) , Mouza: Gopalnagar, JI No: 78, Pin Code : 713101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L7	LR Plot No:- 81, LR Khatian No:- 85		Seller is not the recorded Owner as per Applicant.
L8	LR Plot No:- 81/187, LR Khatian No:- 85	Owner:প্রবালচন্দ্র মজুমদার, Gurdian:প্রবালচন্দ্র মজুমদার , Address:বান্দু, Classification:গুরু, Area:0.07500000 Acre,	GOLD KING PROJECTS PRIVATE LIMITED

Endorsement For Deed Number : I - 190419025 / 2024

On 18-12-2024

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 13:20 hrs on 18-12-2024, at the Office of the A.R.A. - IV KOLKATA by Mr MUKESH KUMAR SHARMA ,.

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 27,42,11,706/-

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

Execution is admitted on 18-12-2024 by Mr DIBYENDU BANDYOPADHYAY, DIRECTOR, GOLD KING PROJECTS PRIVATE LIMITED (Private Limited Company), GREEN RIDGE APARTMENT, BADU ROAD, Flat No: 310, City:- Madhyamgram, P.O:- ABDALPUR, P.S:-Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN:- 700155

Identified by Mr PARTHA NANDY, , Son of Late ARUN KUMAR NANDY, 210, BAKSARA VILLAGE ROAD, P.O: BAKSARA, Thana: Santragachi, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711110, by caste Hindu, by profession Service

Execution is admitted on 18-12-2024 by Mr MUKESH KUMAR SHARMA, DIRECTOR, NATURAL PLAZA PRIVATE LIMITED (Private Limited Company), 9A, LORD SINHA ROAD, City:- Kolkata, P.O:- MIDDLETON ROW, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071

Identified by Mr PARTHA NANDY, , Son of Late ARUN KUMAR NANDY, 210, BAKSARA VILLAGE ROAD, P.O: BAKSARA, Thana: Santragachi, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711110, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7,112.00/- (B = Rs 7,000.00/- ,E = Rs 28.00/- ,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 7,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/12/2024 3:56PM with Govt. Ref. No: 192024250316195061 on 14-12-2024, Amount Rs: 7,028/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 519885268 on 14-12-2024, Head of Account 0030-03-104-001-16

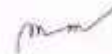
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,071/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 75,071/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 161608, Amount: Rs.100.00/-, Date of Purchase: 23/09/2024, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/12/2024 3:56PM with Govt. Ref. No: 192024250316195061 on 14-12-2024, Amount Rs: 75,071/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 519885268 on 14-12-2024, 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 1904-2024, Page from 978460 to 978512

being No 190419025 for the year 2024.



Mohul

Digitally signed by MOHUL MUKHOPADHYAY
Date: 2024.12.31 12:34:30 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 31/12/2024

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - IV KOLKATA

West Bengal.