

14/02/2022

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

for 3488 53599/-  
2/38538/-

2.4983/-

8 SEP 2022

**DEVELOPMENT AGREEMENT**

1. Date: 31/08/2022
2. Place: Kolkata
3. Parties:
  - Net Case No. 4078/-
  - J(1)-... 250
  - J(2)- 200
  - Total 450/-
  - Realised on.....

ARA-IV  
Kolkata

35548

20 JUL 2022

No.....Rs. **100/-** Date.....

Name:.....

Address:.....

Vendor:.....

Alipur Collectorate, 24 Pgs. (S)  
**SUBHANKAR DAS**  
**STAMP VENDOR**  
Alipur Police Court, Kol-27

SAMYAKK ATTORNEYS  
85A, SARAT BOSE ROAD  
Kolkata-26

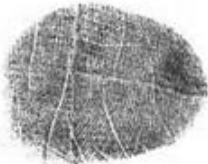
*Utkarsh k. yadav*



9231

RAGA PROJECTS LLP

*Utkarsh k. yadav*  
PARTNER / AUTH. SIGNATURE



9232

ALOM EXTRUSIONS LTD

*[Signature]*  
Director



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
31 AUG 2022



9233

*Pravarakar Das*  
PRAVAKAR DAS  
S/o Mr. S. Das  
Vili- Nabagram, Shyampur  
P.O.- Nabagram, P.S.-Shyampur  
Dist.- Howrah, Pin- 711315

- 3.1 **ALOM EXTRUSIONS LIMITED (CIN No. L70200WB1980PLC032662)**, a Company within the meaning of the Companies Act, 2013 having its registered office at 7B, Pretoria Street, Kolkata - 700071, Post Office - Middleton Row, Police Station- Shakespeare Sarani, having its Income Tax PAN **AAACO3518N**, represented by its Managing Director, **Shri Ajay Prakash Jhunjunwala, (PAN ACUPJ4412B, Aadhaar No.: 9340 9264 3198)**, son of Late Sawal Ram Jhunjunwala, by religion Hindu, by occupation Businessman, Citizen of India, residing at 7, Pretoria Street, Kolkata - 700071 Post Office - Middleton Row, Police Station- Shakespeare Sarani, and hereinafter referred to as the "**Lessee**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns) of the **One Part**

**And**

- 3.2 **RAGA PROJECTS LLP, (LLPIN No. AAN-6876)**, a limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008 having its registered office situated at 16A Brabourne Road, 9<sup>th</sup> floor, Kolkata-700001 Post Office-Hare Street, Police Station-Hare Street, having its Income Tax PAN **AAYFR8934L** represented by its Designated Partner **UTKAARSH K MODY (PAN AJNPM7284L, Aadhaar No.:3536 9587 6858)**, son of Pawan Kumar Mody, by religion Hindu, by occupation Businessman, Citizen of India, residing at 8A Middleton Street, Kolkata - 700071, Post Office: Middleton Row and Police Station - Shakespeare Sarani, and hereinafter referred to as the "**Developer**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns) of the **Other Part** -

Lessee and Developer individually "**Party**" and collectively "**Parties**".

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

4. **Subject Matter of Agreement:** Agreement between the Lessee and the Developer with regard to development of ALL THAT piece and parcel of Land measuring about **2.4983 Acres** more or less lying, situate at and being **Premises no. 184, J.N. Mukherjee Road, Howrah-711106** under Ward No.4 of the Howrah Municipal Corporation (HMC), and more fully described in the **First Schedule** hereunder written ("**said Premises**").
5. **Background**



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- 5.1 **Leasehold right in the said Premises:** The Lessee is the lessee in respect of the said Premises for a period of 99 years commencing from 20<sup>th</sup> June, 2018 by and under an Indenture of Lease dated 22<sup>nd</sup> November, 2018 between the Governor of the State of West Bengal as the “Lessor” of the One Part and the Lessee herein as the Lessee of the Other Part and registered at the office of the Additional District Sub Registrar of Howrah in Book no. I, Volume No. 0502-2018, Pages 298994 to 299012, Being No. 050209112 for the year 2018 (hereinafter referred to as “the **said Indenture of Lease/ Lease Deed**”), which term shall include any communication, clarification, modification or amendment thereof that may be obtained from or exchanged with the Government of West Bengal and subject to the terms and conditions contained therein. The Developer has read and understood the terms, conditions, rights, obligations and liabilities contained in the said Indenture of Lease. It is hereby clarified that land measuring .2267 acres had already been transferred prior to execution of the Indenture of Lease and as such the area of land in the said Premises shall be considered as 2.4983 acres instead of 2.7520 acres.
- 5.2 **Possession:** The said Premises in its entirety is under the legal and physical possession of the Lessee.
- 5.3 **Custody of Lease Deed:** The original of the said Indenture of Lease dated 22<sup>nd</sup> November, 2018 in respect of the said Premises is in the possession and custody of the Lessee.
- 5.4 **No Previous Agreement:** The Lessee has represented that it has not entered into any other agreement for transfer, assignment, development or otherwise dealing with or disposing off the said Premises or any part thereof and has not created any third party rights.
- 5.5 **Entitlement to Construct:** The Lessee has represented that in terms of the said Indenture of Lease the Lessee is entitled to make construction on the said Premises and to assign the leasehold interest in the said Premises and the constructed spaces in accordance with the terms and conditions of the said Indenture of Lease and for such purpose to appoint a Developer for the Project and the Developer has satisfied itself with regard to same.
- 5.6 **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field and the financial capacity and resources to undertake and complete the development of the said Premises in terms of this Agreement.



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- 5.7 Approval for Development: By a letter dated 1<sup>st</sup> November 2021, the Lessee has obtained approval from the Department of Land Reforms and Refugee Relief & Rehabilitation, Land Policy Branch, Government of West Bengal to proceed for development with the Developer herein.

## 6. Basic Understanding

- 6.1 The purpose of this Agreement is to set forth the terms and conditions with respect to the joint collaboration for the development and construction of the said Premises by making construction of a mini township i.e. residential buildings with amenities and facilities ("**New Buildings**") as per mutually agreed specifications as recorded herein and in accordance with the plans that may be revised from time to time by the Howrah Municipal Corporation ("**Building Plans**") and for marketing, selling and transferring/assignment of the constructed spaces/apartments/flats and other rights including car parking rights ("**Units**") in the New Buildings in favor of intending transferees ("**Transferees**"), hereinafter collectively referred to as "**the Project**", on the terms and conditions recorded in this Agreement. By this Agreement the Lessee and the Developer have on principal to principal basis agreed that the Developer would develop the said Project and the Lessee and the Developer shall jointly share the revenue proceeds from the transfer of the Units including car parking spaces comprised in the Project to the Transferees as per the terms and conditions of this Agreement.

## 7. Acceptance of Joint Collaboration:

- 7.1 In view of the joint collaboration for the development and construction of the said Premises, the Lessee for such purposes only hereby grants in favour of the Developer, the sole and exclusive rights to construct and develop the Project, together with all benefits, privileges interests, easements and rights appurtenant thereto and those ancillary and incidental to the right to construct and develop the Project, free and clear from any encumbrances, including the right to develop, construct, launch, market, assign/transfer and collect/realize revenue from the Project, including to receive its share of Transfer Proceeds and *pro rata* unassigned Units strictly in accordance with the terms and conditions recorded in this Agreement and subject to the obligations herein contained and subject to compliance with certain obligations of the said Indenture of Lease as herein contained and the Developer hereby accepts the aforesaid grant of the right to develop and construct the Project and agrees to undertake the development and construction of the Project, at its own cost and expense in terms of this Agreement. It being clarified and understood that the legal physical possession of the said Premises shall always remain and continue to vest and remain with Lessee. Carrying out of any activities in respect of the said



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19042000385438/2022

I. Signature of the Person(s) admitting the Execution at Private Residence.

| Sl No. | Name of the Executant  | Category   | Photo | Finger Print | Signature with date |
|--------|--|--|-------|--------------|---------------------|
| 1      | Mr Ajay Prakash<br>Jhunjhunwala 7,<br>Pretoria Street, City:- ,<br>P.O:- Middleton Row,<br>P.S:-Shakespeare<br>Sarani, District:-Kolkata,<br>West Bengal, India,<br>PIN:- 700071 | Represent<br>ative of<br>Land Lord<br>[ALOM<br>EXTRUSI<br>ONS<br>LIMITED ] |       | 9232<br>     | <br>31.8.22         |
| 2      | Mr UTKAARSH K MODY<br>8A Middleton Street,<br>City:- , P.O:- Middleton<br>Row, P.S:-Shakespeare<br>Sarani, District:-Kolkata,<br>West Bengal, India,<br>PIN:- 700071             | Represent<br>ative of<br>Developer<br>[RAGA<br>PROJECT<br>S LLP ]          |       | 9231<br>     | <br>31.08.2022      |
| Sl No. | Name and Address of identifier   | Identifier of  | Photo | Finger Print | Signature with date |
| 1      | Mr Pravakar Das<br>Son of Mr Shankar<br>Das<br>Nabagram,<br>Shyampur, City:- ,<br>P.O:- Nabagram,<br>P.S:-Shyampur,<br>District:-Howrah,<br>West Bengal, India,<br>PIN:- 711315  | Mr Ajay Prakash Jhunjhunwala,<br>Mr UTKAARSH K MODY                        |       | 9233<br>     | <br>31/08/2022      |

(Mohul Mukhopadhyay)



ADDITIONAL REGISTRAR  
OF ASSURANCE  
OFFICE OF THE A.R.A. -  
IV KOLKATA  
Kolkata, West Bengal



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

GRN Details

GRN: 192021220182076668 Payment Mode: Online Payment (SBI Epay)  
GRN Date: 11/02/2022 15:48:00 Bank/Gateway: SBIEpay Payment Gateway  
BRN : 3213131136822 BRN Date: 11/02/2022 15:50:27  
Gateway Ref ID: 0325969737 Method: ICICI Bank - Corporate NB  
Payment Status: Successful Payment Ref. No: 2000385438/2/2022  
[Query No/\*Query Year]

Depositor Details

Depositor's Name: PRAVAKAR DAS  
Address: 85A SARAT BOSE ROAD PIN 700026  
Mobile: 7501785960  
Depositor Status: Solicitor firm  
Query No: 2000385438  
Applicant's Name: Mr PRAVAKAR DAS  
Identification No: 2000385438/2/2022  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

| Sl. No.      | Payment ID        | Head of A/C<br>Description               | Head of A/C        | Amount (₹)    |
|--------------|-------------------|--|--------------------|---------------|
| 1            | 2000385438/2/2022 | Property Registration- Stamp duty        | 0030-02-103-003-02 | 75021         |
| 2            | 2000385438/2/2022 | Property Registration- Registration Fees | 0030-03-104-001-16 | 70021         |
| <b>Total</b> |                   |  |                    | <b>775042</b> |

IN WORDS: SEVEN LAKH SEVENTY FIVE THOUSAND FORTY TWO ONLY.

Premises by the Developer for the purpose of development in terms of this Development Agreement is not intended to be and shall not be construed as transfer in terms of Section 2(47) of the Income Tax Act, 1961 or a transfer of possession under Section 53A of the Transfer of Property Act, 1882.

- 7.2 It is further clarified and understood that during the subsistence of this Agreement, subject to the Developer complying with its obligations under this Agreement and under the applicable laws:
- 7.2.1 The Lessee shall not retain any right to transfer and/or deal with the said Premises other than in the manner stipulated herein;
- 7.2.2 The Developer shall be entitled to commence the work of construction to the extent the same is permissible under applicable laws on said Premises in the manner stipulated herein; and
- 7.2.3 It is further clarified and understood that during the subsistence of this Agreement, the Developer shall subject to the physical possession retained by the Lessee, be entitled to enter into and utilize continuous peaceful and exclusive access and control of the said Premises solely for construction and development of the New Buildings. Further, the Developer shall have the right to enter upon the said Premises directly or through its agents, architects, consultants, representatives and contractors to do all such acts and deeds required and/or necessary for, exercising the right to develop and construct the Project and also for marketing, selling, executing and implementing the said Project in the manner stipulated herein.
- 7.3 The Parties agree that during the subsistence of this Agreement, the right to develop and construct the Project shall exclusively vest in the Developer, who shall be entitled to the exclusive use/commercial exploitation of such rights subject to the Developer complying with its obligations under this Agreement and under the applicable laws, the Lessee shall not disturb, interfere with or interrupt the construction and development activities carried out by the Developer for the purposes of the development of the Project and/or knowingly commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken by the Developer or cause hindrance in the exercise of any of the right of the Developer mentioned herein. Further, the Lessee shall, without any demur or delay, co-operate and do all acts/deeds that may be required by the Developer to give effect to the provisions of this Agreement, including but not limited to, signing and submitting any plans, applications, consents and proposals to various Governmental Authorities and/or other bodies/authorities, to enable the Developer to exercise the right to construct and develop the Project on the said Premises.
- 7.4 The Agreements for Assignment shall be signed executed and registered only by the Developer in terms of this Agreement on behalf

of itself and also as a Constituted Attorney of the Lessee. The copy of the Agreements shall be forwarded by the Developer to the Lessee within every 15 days of signing of the same. However, the final Deeds of Assignment in favour of the Allottees/Intending Transferees shall be signed, executed and registered by both Lessee and the Developer by their own respective representatives however a power of attorney shall be granted by the Lessee to the Developer for signing the Deed of Assignment and the said power shall be exercised only if the Lessee fails to appear for registration of the Deeds of Assignment after completion of 7 days from the date of notice given by the Developer to the Lessee. However, in case of any unassigned Units being allocated between the Lessee and the Developer in terms of Clause 17 below then a Power of Attorney shall be granted regarding the same as mentioned in that Clause.

- 7.5 It is agreed that the Developer shall implement and execute the Project on the said Premises by itself and agents, architects, consultants, representatives, contractors, third party contractor(s) may be appointed by the Developer on the terms and conditions, as may be decided by the Developer in its sole discretion, and the same would be in relation to construction and development of the Project only and subject to the rights of the Lessee under this Agreement, on the account and at the risk, costs and expenses of the Developer who shall be solely liable to them. The developer shall have no right to assign the agreement, directly or indirectly, to any third party save and except with the prior written approval of the Lessee. Similarly the Lessee shall have no rights to assign this Agreement without the approval of the Developer.
- 7.6 Nothing in these presents shall be construed as a demise or transfer or assignment in law by the Lessee of the said Premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof in favour of the Developer, except to the extent of the Developer's entitlement to its revenue share out of the Transfer Proceeds, pro rata unassigned Units and the Extra Charges as per the terms of these presents.

## **8. Sanction, Approvals and Construction**

- 8.1 **Sanction & Approvals:** Sanctioned Building Plan bearing No. 272/2021/BRC-391/19-20 dated 6<sup>th</sup> March 2021 ("**Date of Plan Sanction**") has been obtained by the Developer in the name of the Lessee from the HMC at the Developer's own costs, charges and expenses. All other necessary sanctions, approvals, permissions, clearances, consents, no objections, registrations, licenses etc. that may be required for the commencement and implementation of the Project (collectively "**Approvals**") shall be obtained by the Developer at its own costs within such time and in such manner that the Project can be completed within the Completion Time.

- 8.2 **Architects and Consultants:** The Architects and the other consultants, professionals, advisers, etc. for the Project shall be appointed by the Developer. All fees, costs, charges and expenses payable to them shall be paid by the Developer without any liability of the Lessee.
- 8.3 **Pollution Control Board Consent and RERA Registration & Compliances:** The Developer shall apply for the Consent to Establish from the Pollution Control Board within 1 month from the date of receiving clearance from the Divisional Forest Officer and provide a copy of the same to the Lessee within 3 days of receipt of the same. The Developer shall, subject to Force Majeure, apply for registration of the Project (including the common portions, areas, amenities and facilities mentioned in the Second Schedule hereunder written) under the Real Estate Regulation Act, 2016, if applicable and/or any modification thereof and/or any other applicable real estate law and the applicable Rules and Regulations there under (hereinafter collectively referred to as "**RERA**") in accordance with law, within 15 days from the date of receipt of Consent to Establish from the Pollution Control Board. All costs, charges, expenses, outgoings and fees that may be required to be incurred and/or paid in connection with the Consent to Establish and RERA Registration, shall be borne and paid by the Developer. All functions, duties, obligations, filings, compliances, liabilities of the 'promoter' under RERA shall be the sole responsibility and liability of the Developer save and except the obligation and liability towards leasehold right free from all encumbrances in respect of the said Premises shall be of the Lessee. IT being agreed that due to change in applicable laws if any obligation or responsibility is cast upon the Lessee, it shall abide by the same in the interest of the Project. However, the Lessee shall extend its co-operation to the Developer for the purpose of such approval under RERA, including, answering any queries relating to the Said Premises and/or providing any document as may be required for the purpose by the RERA authorities. The Lessee shall be responsible for making out leasehold right to the said Premises
- 8.4 **Commencement of Construction:** The Developer shall commence construction of the New Buildings (i) within 60 (sixty) days from the date of receiving Consent to Establish from the Pollution Control Board and the Lessee making the said Premises vacant and allowing control to the Developer for construction and development of the New Buildings thereon, whichever is later.
- 8.5 **Completion Time:** The Developer shall, at its own costs and expenses and without creating any financial or other liabilities on the Lessee, construct, erect and complete the New Buildings (including the common portions, areas, amenities and facilities mentioned in the Second Schedule hereunder written) in accordance with the Building Plan and as per the Specifications mentioned in the **Second**

**Schedule** hereunder written and obtain at the Developer's own costs a Certificate from the Project Architects certifying the completion of the New Buildings and the Project in terms of the Building Plan and submit along with all necessary enclosures and documents the necessary application to the HMC for grant of the Full Completion Certificate by HMC or a completion certificate from the Architect certifying that the new building is complete in all respects within a period of 60 (sixty) months from the date of Commencement of construction for the whole of New Buildings (including the common portions, areas, amenities and facilities mentioned in the Second Schedule hereunder written) ("**Completion Time**"), subject to occurrence of any Force Majeure event, as defined in Clause 26 herein below, provided written notices of commencement and cessation of such Force Majeure event are served upon the Lessee by the Developer. The Developer shall be entitled to a further period of 6 (Six) months from the date of expiry of the Completion Time, as a grace period ("**Grace Period**"). Any delay that may be validly attributed to Force Majeure or any reason due to the title of the Said Premises and/or leasehold right of the Lessee in the Said Premises shall also be added to the Completion Time and the Grace Period, provided written notices of commencement and cessation of Force Majeure are served upon the Lessee by the Developer. In case of delay beyond the Grace Period, the Developer shall be liable to pay to the Lessee in relation to the pending receivable arising out of Unit agreed to be transferred as on the date of end of Grace Period, interest @12% p.a. compounded on a quarterly basis, on the Lessee's share in the total outstanding receivable amounts in respect of all such Units up to the completion of the New Buildings and the Project, as and by way of agreed and settled liquidated damages. In case of delay in completion beyond 12 (twelve) months after the Grace Period, the Lessee shall be entitled to terminate the Development Agreement and to get the New Buildings and the Project completed either by itself or through any other developer/Third Party at the risks and costs of the Developer. It is made clear that it shall be the sole and exclusive liability of the Developer to the Transferees in respect of the entire New Buildings and the Project for any delay under RERA till the time this Agreement is subsisting, save and except for any delay due to the title/leasehold interest in respect of the Said Premises for which the Lessee shall be responsible to all the Transferees.

Further, and in addition to the above, if there are any unsold units on the date of end of the Grace Period, then the Developer shall pay to the Lessee as and by way of agreed and settled liquidated damages in respect thereof, a monthly sum of Rs. 25 (Rupees Twenty five) per square feet of the areas of such Unsold Units for the period upto the actual date of completion of the New Buildings and the Project.

- 8.6 **Specification & Common Portions:** The Developer shall at its own costs, construct and/or install and/or make available in the New Buildings, the common areas, amenities and facilities including those mentioned in the **Second Schedule** hereto (**collectively "Specifications & Common Portions"**).
- 8.7 **Building Materials:** The Developer shall at its own costs arrange for all necessary materials for construction and be entitled to apply for and obtain quotas, entitlements and other allocations for reputed brand of cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Buildings.
- 8.8 **Utility Connections:** The Developer shall at its own costs arrange for necessary facilities, amenities, utilities and services including water, drainage, electricity, generator, lift, Fire-fighting System etc. The Developer shall be entitled to use any existing electricity, water and any other utility connection at the said Premises and shall be liable to pay the bills thereof and all costs, charges and expenses for use, repair and/or maintenance of the same.
- 8.9 **Co-operation:** Neither Party shall indulge in any activities that may be detrimental to the development of the said Premises and/or may affect the mutual interest of the Parties. Both parties shall provide all cooperation that may be necessary for successful completion of the Project.

## 9. Representations and Warranties

- 9.1 Each Party hereby represents and warrants to the other as under:
- 9.1.1 It is duly organized and validly existing under the laws of India, and has the full power and authority to enter into this Agreement and to perform its obligations under this Agreement;
- 9.1.2 the execution and delivery of this Agreement and the performance by it of its obligation under this Agreement have been duly and validly authorized by all necessary corporate actions on the part of it and if called upon, each of the parties shall provide copies of all documents in support thereof to the other party(ies);
- 9.1.3 This Agreement constitutes a legal, valid and binding obligation of each party enforceable against it in accordance with its terms; and
- 9.1.4 The execution, delivery and performance by each party of this Agreement and the acts and transactions contemplated hereby do not, with or without the giving of notice or lapse of

time or both, violate, conflict with under or result in a breach of or default under:

- (i) Applicable Laws, or
- (ii) Any order, judgment or degree applicable to it, or
- (iii) Any terms, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound.

9.2 In addition to the above:

9.2.1 The Developer represents that it has relied on the representation made by the Lessee in respect of the right, title and interest of the Lessee in respect of the said Premises and has fully read and understood and satisfied itself to the terms, conditions, rights, obligations and liabilities contained in the said Indenture of Lease and has carried out its internal survey, valuation, assessment etc. vis-à-vis the marketability of the Project and of all the other matters pertaining to the development thereof together with the cost associated therewith including the project cost, and only after being completely satisfied in all respects, has entered into this Agreement, and there is no legal bar or impediment in/to the entering into this Agreement by the parties.

9.2.2 The Lessee represents that save as disclosed to the Developer:

9.2.2.1 The said Premises is free from liens, charges and mortgages, and furthermore the said Premises is free from all encumbrances, attachments, acquisitions and requisitions.

9.2.2.2 The Leasehold right and interest of the Lessee in the said Premises is marketable in accordance with the said Indenture of Lease.

9.2.2.3 The said Indenture of Lease is valid and subsisting.

9.2.2.4 No breach of any terms and conditions of the said Indenture of Lease has been committed by the Lessee resulting in termination of the applicable lease deed and/or affecting the proposed development of the project.

9.2.2.5 The annual lease rental agreed to be paid has been paid and/or shall be paid in the terms of the said Indenture of Lease.

9.2.2.6 All municipal rates taxes and other outgoings in respect of the said Premises as per the demand(s) received by the Lessee till the effective date have been paid.



9.2.2.7 There is no legal bar or impediment in/to the Lessee entering into this Agreement.

9.2.2.8 the said Premises is free from any encumbrances and charges and it is in the vacant possession of the Lessee and excepting the Lessee no one else has any right or claim in respect of the leasehold interest of the Lessee in the said Premises or any part thereof, whether by way of any agreement for sub-lease or otherwise.

**10. Power of Attorney:** The Lessee shall execute a Power of Attorney granting to the Developer and its authorized representatives the right to act as the constituted attorneys and authorized representatives of the Lessee, *inter alia* for the purpose of getting the sanctioned Building Plans revised, obtaining all necessary Approvals for the Project and also for entering into agreements and deeds for assignment/ transfer for the Units forming part of the New Buildings in terms of this Agreement. It being agreed that the power in respect of the Deed of assignment/transfer shall only be exercised after the building is fully completed and certified by the Architect and also as per the terms provided in Clause 7.4 hereinabove. The draft of such Power of Attorney has been mutually agreed upon and approved by the parties and the same shall be executed simultaneously and/or within 7 (days) of this Agreement.

**11. Finance of the Project:**

11.1 The finance required for the Project shall be brought in solely by the Developer. The Lessee shall not have any responsibility or liability whatsoever regarding the same.

11.2 The Transferees may obtain housing loans in terms of the agreement to be entered into with the Transferees.

**12. Security Deposit:**

12.1 The Developer shall deposit with the Lessee an interest free refundable sum of Rs. 9,00,00,000/- (Rupees Nine Crores only) in the following manner:

| Particulars   | Amount (Rs.)         |
|---|----------------------|
| On or before the execution of this Development Agreement. | 7,00,00,000/-        |
| On Application of RERA Registration                       | 2,00,00,000/-        |
| <b>Total:</b>   | <b>9,00,00,000/-</b> |

The term "Deposit" in this Agreement shall mean and refer to the aforesaid sum of Rs. 9,00,00,000/- or such part thereof as may have

been paid from time to time by the Developer to the Lessee. It is hereby clarified that the said Deposit shall not be construed as deposits defined under Companies Act, 2013.

### **12.2 Refund of the Security Deposit:**

The Security Deposit shall be refundable by the Lessee without any interest in the following manner:

- (a) 50 per cent of the Security Deposit amount, that is Rs. 45,000,000/- (Rupees Four Crore fifty lakhs only), shall be refundable by the Lessee to the Developer within 30 days of the Developer delivering to the Lessee a Certificate issued by the Architects of the Project certifying that construction of the super structures of the New Buildings in the Project have been completed as per the sanctioned Building Plan.
- (b) Balance 50 per cent of the Security Deposit, that is Rs. 45,000,000/- (Rupees Four Crore fifty lakhs only), shall be refundable within 30 days of the Developer delivering to the Lessee a certificate from the Project Architects certifying (a) the completion of the New Buildings and the Project in terms of the Building Plan and (b) the submission along with all necessary enclosures and documents of the necessary application to the HMC for grant of the Full Completion Certificate in respect of the New Buildings of the Project, copies whereof shall also be delivered to the Lessee.
- (c) In case of delay in making refund of Security Deposit amount to the Developer as mentioned in clause 12.2 (a) and clause 12.2 (b) above, then the Developer shall be authorized to adjust the same from the Lessee's share for which no further consent of the Lessee is required.

### **13. Goods & Service Tax (GST):**

- 13.1 The Goods & Service Tax (GST) relating to development and construction shall be to the account of and be paid by the Developer who shall comply with the applicable provisions regarding the same. The GST in respect of transfer of the Units to the Transferees shall be payable by the Transferees and shall be collected by the Developer from the Transferees. The Developer shall pay GST to the concerned authority in accordance with law in respect of the transfers of the Units to the Transferees.
- 13.2 In the event, any other law/statute/tax/new regime/judicial pronouncements comes into force in relation to GST or change in the existing GST law during the tenure of this Agreement, it will also

apply accordingly, and the liability/benefit shall be shared by both the Developer and the Lessee.

- 13.3 It is however made clear that change in the rate of GST and laws relating to GST input credit shall not be deemed to be a change in the GST laws, shall be borne and paid by the Developer or the benefit of it shall belong to the Developer.

**14.1 Marketing and Brokerage Costs:**

14.1 **Marketing Costs:** The Lessee shall reimburse to the Developer the actuals costs incurred by the Developer together with applicable GST towards advertising, publicity and marketing of the Project subject to a maximum of 1 (One) per cent plus applicable GST, of the total Lessee's Share of Transfer Proceeds of the Project defined in Clause 15.4 below. The Developer shall be responsible for the marketing of the entire Assignable Areas in the Project, i.e. to say (i) advertise and publicize via all medias, put hoardings, print and distribute pamphlets/brochures, etc. for the Project, (ii) appoint consultants, marketing agents, brokers, selling agents for the Project and (iii) do all other acts deeds and things required for the marketing of the assignable Areas in the New Building to assign the same to Intending Buyers.

14.2 **Brokerage Costs:** The Lessee shall reimburse to the Developer the actuals costs incurred by the Developer together with applicable GST towards brokerage of the Project subject to a maximum of 2 (two) per cent plus applicable GST, of the total Lessee's Share of Transfer Proceeds of the Project defined in Clause 15.4 below. In case any booking for any Unit arises out of reference provided by the Lessee or the Developer in such cases, no brokerage shall be charged and any amount if received as brokerage will be passed on to the Lessee or the Developer, as the case may be.

**15. Sharing & Distribution of Transfer Proceeds:**

15.1 **Transfer/Assignment of Units:** The Units in the New Buildings upon development of the Project shall be transferred/assigned and all receivables regarding the same like considerations, proceeds, advances, interest, penalty, compensation, forfeited amounts, transfer/nomination/assignment fees, signage right charges, high rise charges, club development charges, PLC charges, other amounts charged, levied or received from or on account of the Transferees in any manner relating to the project, including, but not limited to, assignment/transfer of or dealing with any part or portion of the Project, the New Buildings, the Units therein, any covered or open spaces, charges for Common Areas and Facilities, charges/fees levied for use or provision of any amenity /utility in the Project and/or in any of the Units, etc. and/or on any account whatsoever (collectively

“**Transfer Proceeds**”) shall be allocated and distributed between the Parties as mentioned below. It is however made clear that only the Extras Charges & Deposits mentioned in Clause 25.1 and GST shall not form part of the Transfer Proceeds.

- 15.2 In consideration of the Security Deposits paid by the Developer to the Lessee and in further consideration of the Developer having agreed to incur all costs, charges and expenses for undertaking development of the said complex project it has been agreed that the Developer shall be entitled to the **Developer Share** as provided in Clause 15.3 . The Lessee shall be entitled to the **Lessee’s Share** as provided in Clause 15.4.
- 15.3 **Developer’s Share of Transfer Proceeds:** The Developer’s Share of Transfer Proceeds shall mean 55 (fifty five) per cent of the Transfer Proceeds.
- 15.4 **Lessee’s Share of Transfer Proceeds:** The Lessee’s Share of Transfer Proceeds shall mean 45 (forty five) per cent of the Transfer Proceeds. It has been agreed that out of the Lessee’s Share, the Lessee shall retain 20% of total assignable areas and in such an event retained portion shall be deducted out of the assignable areas and the Transfer Proceeds of the remaining assignable areas shall be shared between the Lessee and the Developer, but in such event the Developer Share in the Transfer Proceeds shall increase proportionately in proportion to the retained portion and the Lessee’s share of Transfer Proceeds shall be reduced accordingly. For the sake of convenience it is explained by way of an example wherein say the total assignable area is 1,00,000 square feet, thus the Lessee are entitled to Transfer Proceeds of 45,000 square feet, but if the Lessee retain 20000 square feet of assignable area then the Lessee shall be entitled to revenue of 25,000 square feet (45000-20000) and the consequent revenue sharing ratio of the Lessee and the Developer would be 31.25%:68.75%. It being further agreed that the Developer shall be entitled to accept bookings and entering into agreements for assignment and/or transfer with regard to 80% of the total assignable area without any further consent of the Lessee and on completion of the Project the Lessee shall be entitled to retain 20% of the total assignable area out of the remaining assignable area on the date of completion of the Project.
- 15.5 **Bank Accounts:**
- 15.5.1 All Transfer Proceeds, including the applicable GST amount, shall be deposited in a Bank Account (“**Transfer Proceeds Bank Account**”) only which shall be operated by Developer through its authorized signatories. It is clarified that all withdrawals shall be in the form of as provided herein below.

15.5.2 The mode of distribution of Transfer Proceeds from the Transfer Proceeds Bank Account shall be done in the following manner:

- a) All amounts received from intending Transferees (including GST amount) shall first be deposited to the Transfer Proceeds Bank Account.
- b) The GST amount as calculated by the Developer shall be transferred to the account of the Developer being No **747405500091** at ICICI BANK, India Exchange Place, 23 BTM Sarani, Brabourne Road, Tea Board , Kolkata 700001 (**"Developer's Current Account"**).
- c) Thereafter transfer of 3.54% (inclusive of applicable GST @ 18%) of the Transfer Proceeds, on account of marketing and Brokerage shall be transferred to the Developer's Current Account.
- d) The 70 percent of the Transfer Proceeds shall be deposited into a separate bank account (**"RERA Bank Account"**) which shall be operated by Developer through its authorized signatories.
- e) The said remaining Transfer Proceeds after transfer to RERA Bank Account and Developer's Current Account as aforesaid shall be deposited in a separate Bank Account (**"Distribution Account"**) the remaining amount of the Transfer Proceeds in Distribution Account shall be further split up between the Lessee and the Developer in the ratio as provided in Clause 15.3 & 15.4 hereinabove and as may applicable. Applicable TDS shall be deducted from the Lessee's Share.
- f) Subject to full compliance with the provisions of RERA by the Developer and the Developer achieving due construction milestones, the Transfer Proceeds which is withdrawn from the RERA Bank Account shall be further split up between the Lessee and the Developer in the ratio as provided in Clause 15.3 & 15.4 hereinabove.
- g) The Booking Form and Agreements regarding transfer/assignment of the Units shall specify the name of the Transfer Proceeds Bank Account and provide that the Transferees must mention the same in the Cheques/Demand Drafts etc. paid by them.
- h) All Extras Charges & Deposits charged to the Intending Buyers/Transferees shall be received by the Developer separately and the Developer shall not be required to deposit the same in the Transfer Proceeds Bank Account. It being agreed that on formation of the Association, the Deposits shall be paid to the Association by the Developer.

- 15.6 Statements & Reconciliation of Accounts:** The Developer shall furnish to the Lessee monthly statements with details of all bookings and Agreements that are made/signed and all Transfer Proceeds that are received every month by the 5<sup>th</sup> of the next month and shall answer any queries and provide any information that may be required by the Lessee regarding the same. The accounts between the parties shall be reconciled at the end of every 2 (two) months and if it is found that any party has received less than its share of Transfer Proceeds mentioned in Clauses 15.3, 15.4 and 15.5, then the difference amount payable to such party shall be paid by the other party within 15 (fifteen) days.
- 15.7 Cancellation & Refund:** In case of cancellation of any booking /agreement, the Lessee shall pay the Lessee's Share of the cancellation/refundable amount in respect of such unit. The said amount shall be paid by the Lessee to the Developer within 15 days of raising such demand by the Developer and the Developer shall thereafter refund the same to the Transferee whose unit has been cancelled. It being agreed and the Lessee hereby provides its unambiguous and unequivocal consent that if the Lessee fails in payment of the said amount on account of cancellation then in such event the Developer pay the said cancellation amount out of the RERA Bank Account or the Distribution Account as the case may be and only after deduction of the said cancellation amount any amount remaining shall be distributed between the Lessee and the Developer.
- 16. Transfer of Units to Transferees:** The Units in the New Buildings shall be transferred/ assigned in favor of the Transferees by initially entering into Agreements for transfer/assignment and ultimately Deeds of transfer/assignment shall be executed after completion and full payment. The drafts of agreement for assignment and deed of assignment shall be as format prepared by the Developer & approved by the Lessee. The costs of such Agreements and Deeds of transfer/assignment in respect of the entire New Buildings including stamp duty and registration fees and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.
- 17. UNASSIGNED AREAS:**
- 17.1** All Assignable Areas, in respect of which no bookings and/or agreement for Assignment are made within 6 months of the completion of construction of the New Buildings and issuance of the completion/occupancy certificate by the Howrah Municipal Corporation and which is not retained by the Lessee as per Clause 15.4 (herein defined and referred to as "Unassigned Areas") shall be identified and allocated by and between the Parties hereto amongst themselves within 30 days thereafter on the basis of the revenue sharing ratio (i.e. 45% of the Unassigned Areas as identified shall be

allocated to the Lessee (hereinafter referred to as "the Lessee's Areas") and 55% of the Unassigned Areas as identified shall be allocated to the Developer (hereinafter referred to as "the Developer's Areas"). Such separate allocation shall be done on pari-passu basis (having regard to location, floor, nature of use, etc.) and in a manner so that there is no extra advantage arising therefrom to either the Lessee or the Developer.

- 17.2 All Extras Charges and Deposits mentioned in clause 25.1 and GST payable in respect of the Lessee's Areas in the Project shall be the liability of the Lessee and those in respect of the Developer's Areas shall be liability of the Developer and the same shall be paid forthwith on identification and allocation of the respective areas of the Parties hereto.
- 17.3 Further, the Lessee shall bear and pay the maintenance charges and other outgoings in respect of the Lessee's Areas and those payable in respect of the Developer's Areas shall be borne and paid by the Developer.
- 17.4 In case of separate identification and allocation of the Unassigned Areas as stipulated in Clause 17.1 hereinabove, the Parties have agreed that:
- 17.4.1 The Lessee's Areas shall absolutely belong to the Lessee and the Developer's Areas shall absolutely belong to the Developer.
- 17.4.2 All agreements and stipulations of this Agreement with regard to the marketing and assignment of the assignable Areas by the Developer, deposit of the Transfer Proceeds in Transfer Proceeds Bank Account and appropriation and distribution of the Transfer Proceeds shall insofar as the Unassigned Areas are concerned, will not be applicable.
- 17.4.3 The Lessee shall be entitled to assign and transfer the Lessee's Areas independent of the Developer to Intending Buyers at such consideration and on such terms and conditions as it may deem fit and proper without the consent of the Developer and/or to retain and own the same for its sole benefit and likewise the Developer shall be entitled to assign and transfer the Developer's Areas independent of the Lessee to Intending Buyers at such consideration and on such terms and conditions as it may deem fit and proper without the consent of the Lessee and/or to retain and own the same for its sole benefit.
- 17.4.4 All agreements, assignment deeds and other documents required to be executed for assignment of the respective identified Unassigned Areas of the Lessee and the Developer or for retaining and owning the same respectively by the Parties

hereto shall be caused to be prepared by the Lessee and the Developer through the Advocate of the Developer and both the Lessee and the Developer shall incorporate and ensure fulfillment and compliance of all restrictions obligations conditions and covenants contained herein and as be adopted by the Developer for the user and maintenance of the Project and for the other Common Purposes.

17.4.5 The Lessee and the Developer shall execute and register all necessary documents required prepared by the Advocate as aforesaid for owning and having absolutely their respective areas out of the Unassigned Areas and/or for assigning the same to the respective buyers thereof without raising any objection.

17.4.6 Simultaneously with the identification and separate allocation of Unassigned Areas, the Lessee shall execute and/or register a power of attorney in favour of the Developer and/or its nominee for or relating to assignment of the Developer's Areas or any property benefit or right appurtenant thereto and other similar purposes as may be required by the Developer and similarly the Developer shall execute and/or register a power of attorney in favour of the Lessee and/or its nominee for or relating to assignment of the Lessee's Areas or any property benefit or right appurtenant thereto and other similar purposes as may be required by the Lessee. It is clarified that granting the powers of attorney shall not absolve the Parties hereto of their respective obligations to personally execute and register the documents mentioned in Clause (e) immediately preceding.

**18. Municipal Taxes and Outgoings:** All Municipal rates, taxes and outgoings (collectively "**Rates**") in respect of the said Premises relating to the period (i) up to the date of registration of this Agreement shall be borne, paid and discharged by the Lessee (ii) thereafter till the date of handing over of the Units to the Transferee the same shall be borne, paid and discharged by the Developer and the Lessee in the ratio herein , and (iii) from the date of handing over the Units to the Transferee the rates and taxes the same shall be borne, paid and discharged by the respective Transferees.

**19. Lease Rent:**

It is being agreed and recorded that on completion of the project, the Developer and the Lessee shall contribute as per the agreed Ratio of transfer proceeds and create a corpus fund and/or Fixed Deposit of the required amount which shall be transferred to the Association of the intending Allotees and the interest earned on such corpus fund



and/or Fixed Deposit shall be used for payment of the Lease Rent as and when due.

**20. Notice of Completion & Maintenance:**

- 20.1 **Notice of Completion:** Upon the construction of the New Buildings being completed and upon the Developer obtaining at the Developer's own costs a Certificate from the Project Architects certifying the completion of the New Buildings and the Project in terms of the Building Plan and upon the Developer submitting along with all necessary enclosures and documents, the necessary application for grant of full Completion Certificate by HMC regarding the New Buildings and the Project, the Developer shall give a written notice of completion to the Lessee enclosing certified photocopies of the above. Irrespective of issue of such Notice of Completion, the Developer shall remain responsible for obtaining occupancy/completion certificate.
- 20.2 **Maintenance:** The Developer shall frame a scheme for the management and maintenance of the New Buildings. Initially the maintenance of the New Buildings including the Common Portions shall be looked after by the Developer who shall be entitled to collect the costs and service charges for the same ("**Maintenance Charges**") for the entire Project. At an appropriate stage the Developer shall hand over the maintenance to a body constituted / formed at the instance of the Developer and the Transferees shall be represented on such body ("**Association**").

**21. Principal Obligations of Developer:**

- 21.1 **Payment of Deposit:** The Developer shall make timely deposit of the balance amount of Deposit in terms of Clause 12.1.
- 21.2 **Approvals for Construction:** The Developer shall at its own costs obtain sanction of the Building Plan and obtain all Approvals required from various Government authorities to commence, execute and complete the Project. The Lessee shall fully assist and co-operate with the Developer in this regard and shall sign necessary documents and papers that may be required for the same.
- 21.3 **Safety and Security:** The Developer shall be solely responsible for safety and security of the said Premises and the constructions made thereon and for protecting the possession of the said Premises from any encroachment and shall accordingly make necessary provisions for security and safety measures during the development and construction work.

- 21.4 **Specifications:** The Developer shall construct as per the specifications mentioned in the **Second Schedule** hereunder written and/or such other specifications as may be mutually agreed between the Parties in writing.
- 21.5 **Construction at Developer's Risk and Cost:** The Developer shall be fully and entirely responsible for construction and completion of the New Buildings at its own cost and risk in accordance with the Building Plan. The Developer shall be solely responsible for the structural stability of the New Buildings and for any defect liability regarding the construction. The Developer shall be solely responsible and liable to Government, HMC and other authorities concerned and to the occupants, Transferees, third parties, etc. for any loss or damage and/or for any claims arising due to construction and hereby indemnifies and agrees to keep indemnified the Lessee against all claims, losses, damages, actions, proceedings, liabilities, etc. whatsoever.
- 21.6 **Progress of Construction:** The Developer shall periodically provide to the Lessee copies of progress of work as required to be submitted periodically to RERA.
- 21.7 **Completion of Construction within Completion Time:** The Developer shall complete the construction of the New Buildings including the Common Portions and make available utilities like electricity, water, sewerage, drainage, lifts, generator, etc., take steps and obtain at the Developer's own costs a Certificate from the Project Architects certifying the completion of the New Buildings and the Project in terms of the Building Plan and submit along with all necessary enclosures and documents the necessary application to the HMC for grant of the Completion Certificate by HMC and thereafter give notice of completion under Clause 20.1 above within the Completion Time and Grace Period subject to occurrence and notice of any Force Majeure event, as detailed in Clause 26 herein below.
- 21.8 **Compliance with Laws:** The Developer shall be responsible for development and construction of the New Buildings and execution of the Project in due compliance with the laws applicable from time to time.
- 21.9 **No violation of Indenture of Lease dated 22<sup>nd</sup> November, 2018:** The Developer agrees and undertakes not to do any act or omission and/or commit any breach violation or default of any of the terms and conditions of the said Indenture of Lease dated 22<sup>nd</sup> November, 2018 related to construction of the said Project and/or any clarification, modification or amendment which is made available to the Developer and or any subsequent communication by the

Government of West Bengal and the Developer hereby indemnifies and agrees to keep indemnified the Lessee fully in this regard.

- 21.10 **Tax Liabilities:** The current taxes, levies, duties, etc. in relation to the development and construction of the New Buildings/Project shall be borne and paid by the Developer. In the event, post signing of this Agreement or during the tenure of this Agreement any other law/statute/tax/new regime/judicial pronouncements comes into force or there is a change in the existing law, it will also apply accordingly, and the liability/benefit may both the Developer and the Lessee.
- 21.11 **Assignment:** The Developer or the Lessee shall not assign this Agreement or any rights or benefits hereunder without the prior written consent of the Lessee or the Developer respectively. The Parties agree that transfer of partnership interest or shareholding in the Developer/Lessee entity, i.e. an LLP or the Company, shall be deemed to be an assignment and shall require prior written permission of the Lessee. It is made clear that internal transfer/assignment shall be permitted, that is between the family members of the present shareholders/partners.
- 21.12 **Stamp Duty and Registration Fee:** The Developer shall pay and bear the entire amount of Stamp Duty and the registration fee payable in respect of this Development Agreement and the Power of Attorney granted pursuant hereto.
- 21.13 **No Abandonment:** The Developer shall not abandon or neglect the Project in any manner ~~and~~ shall accord the necessary priority thereto.
- 21.14 **Adherence by Developer:** The Developer has assured the Lessee that it shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.

## 22. Principal Obligations of Lessee

- 22.1 **Leasehold Right:** The Lessee shall make available its leasehold right in the said Premises in terms of the said Indenture of Lease dated 22<sup>nd</sup> November, 2018 and/or any modification or amendment thereof and shall not create any encumbrance or mortgage in respect of the same save and except as agreed in this Agreement. In the event of there being any defect in the leasehold right held by the Lessee in respect of any part or portion of the Said Premises, to cure the same at their own cost and expense.
- 22.2 **Co-operation with Developer:** The Lessee undertakes to fully co-operate with the Developer in respect of the development of the said Premises and to sign necessary documents and papers that may be

required for the same and shall not create any obstruction in the implementation of this Agreement by the Developer.

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

**22.4 No violation of Indenture of Lease dated 22<sup>nd</sup> November, 2018:**

The Lessee agrees and undertakes not to do any act or omission and/or commit any breach violation or default of any of the terms and conditions of the said Indenture of Lease dated 22<sup>nd</sup> November, 2018 and/or any clarification, modification or amendment thereof and or any subsequent communication by the Government of West Bengal and the Lessee hereby indemnifies and agrees to keep indemnified the Developer and the Allottees/Transferees of the Units in the Project for all loss costs consequences in this regard, however all the coordination with the Allottees/Transferees shall be only looked after by the Developer and not the Lessee.

The Lessee shall not seek any modification or amendment except the lease rent of the lease without the express consent of the Developer. The Lessee shall upon receipt of any communication from the Government of West Bengal in regard to the said Premises, provide the same to the Developer within 7 days from the date of receipt of such communication.

The Lessee hereby represents, assures and confirms that the lease hold right is valid for developing a Mini Township on the said Premises. The Lessee further hereby confirms and assures that no notice of any nature whatsoever, affecting for prejudice the lease hold right has been received by the Lessee from the Government of West Bengal as on the date of this agreement.

**22.5** The lessee hereby confirms and assures that once the Developer confirms the list of prospective Transferees in writing to the Lessee then the Lessee shall thereafter apply within 7 (seven) days from receipt of the list of prospective Transferee to the Lessor (The Governor of the State of The West Bengal represented by A.D.M and D.L & LRO.) for grant of permission for entering into Agreements for assignment. It being agreed that the Lessee shall obtain such permission within a period of 30 days from the date of communication by the Developer.

### **23. Indemnity:**

23.1 The Developer hereby indemnifies and agrees to keep the Lessee saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges,

expenses, liabilities, fines, penalties, demands and consequences (whether criminal or civil), whatsoever including third party claims that may be suffered by Lessee relating to the development and/or construction of the New Buildings and/or arising from any breach, default or violation of this Agreement, any applicable law, permission, rules, regulations, bye-laws, etc. relating to development and construction and/or arising out of any accident or mishap during development and construction and/or arising due to any act, omission, breach, failure, lapse, negligence or default of the Developer or any agent of the Developer.

- 23.2 The Lessee hereby indemnifies and agrees to keep the Developer saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences (whether criminal or civil) whatsoever including third party claims that may be suffered by the Developer regarding the marketable title and/or leasehold interest of the said premises due to any act, omission, breach, failure, lapse, negligence or default of the Lessee or any agent of the Lessee.
- 23.3 The indemnified Party shall be entitled to make a claim by issuing a notice in writing to the indemnifying Party and the indemnifying Party shall pay an amount equal to the losses within 30 (thirty) days from the date of such notice of the indemnified Party.
- 23.4 The indemnification rights of the indemnified Party under this Agreement are without prejudice to, independent of and in addition to, such other rights and remedies as the indemnified Party may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished hereby.

## 24. Default and remedies

### 23.1 Developer event of default and consequences

#### 24.1.1 Developer Event of Default

Any of the following shall be deemed to be an event of default by the Developer under this Agreement ("**Developer Event of Default**")

- 24.1.1.1 The developer fails to take any steps in respect of the project for 4 (four) months in a financial year and/or work on the project/said Premises stops/is stopped by the developer for 3 (three) months in a financial year.

- 24.1.1.2 Termination of the said Indenture of Lease due to any act of omission and/or commission of/by the Developer;
  - 24.1.1.3 Any change in the constitution and/or shareholding patterns of the Developer without the prior written approval of the Lessee;
  - 24.1.1.4 The Developer has proceedings for bankruptcy or dissolution or liquidation or winding-up filed against it;
  - 24.1.1.5 The occurrence of any other event mutually agreed between the parties as constituting a Developer Event of Default.
- 24.1.2 Consequences on the occurrence of Developer Event of Default
- 24.1.2.1 Upon the occurrence of a Developer Event of Default, the Developer shall be obliged to cure or remedy -the specified event of default within a period of 60 (Sixty) days from the date of receipt by the Developer of the written notice issued by the Lessee in that regard ("**Developer Cure Period**").
  - 24.1.2.2 In the event of occurrence of a Developer Event of Default which in the sole opinion of the Lessee cannot be cured or is not cured within the Developer Cure Period or it is the 2nd (Second) time that the Developer has committed any Developer Event of Default, then the Lessee shall be entitled to terminate this Agreement by giving the Developer written notice of such termination, in which event this Agreement shall stand terminated at the time designated by the Lessee in its notice of termination to the Developer.
  - 24.1.2.3. It is further agreed and understood that during the Developer Cure Period, the Developer shall keep the Lessee updated about the steps being taken by the Developer for curing the specific Developer Event of Default.

## 24.2 Lessee Event of Default and Consequences

### 24.2.1 Lessee Event of Default

Any of the following shall be deemed to be an event of default by the Lessee under this Agreement ("**Lessee Event of Default**")

- 24.2.1.1 Any material defect in the leasehold right of the Lessee in the said Premises caused due to any act of omission and/or commission of/by the Lessee;
- 24.2.1.2 Termination of the said Indenture of Lease due to any act of omission and/or commission of/by the Lessee;
- 24.2.1.3 The Lessee has proceedings for bankruptcy or dissolution or liquidation or winding-up filed against it;
- 24.2.1.4 The occurrence of any other mutually agreed between the parties as constituting a Lessee Event of Default.

#### 24.2.2 Consequences on the Occurrence of Lessee Event of Default

- 24.2.2.1 Upon the occurrence of a Lessee Event of Default, the Lessee shall be obliged to cure or remedy the specified event of default within a period of 60 (Sixty) days from the date of receipt by the Lessee of written notice issued by the Developer in that regards ("**Lessee Cure Period**").
- 24.2.2.2 In the event of occurrence of a Lessee Event of Default which in the sole opinion of the Developer cannot be cured or is not cured within the Lessee Cure Period or it is the 2nd (Second) time that the Lessee has committed any Lessee Event of Default, then the Developer shall be entitled to terminate this Agreement by giving the Lessee written notice of such termination, in which event this Agreement shall stand terminated at the time designated by the Developer in its notice of termination to the Lessee.
- 24.2.2.3 It is further agreed and understood that during the Lessee Cure Period, the Lessee shall keep the Developer regularly updated about the steps being taken by the Lessee for curing the specific Lessee Event of Default.

#### 24.3 Consequences of termination

- 24.3.1 In the event of termination of this Agreement by either of the Parties, either of the parties shall be entitled to refer the matter to Arbitration to determine *inter alia* the entitlements of any of the parties hereto consequent to

such termination, whereupon the Arbitrator shall be entitled to proceed in the matter in terms of provision of clause 29, it being agreed by the parties that the decision of the Arbitrator in this regard shall be final and binding on each of the parties hereto.

24.3.2 Both the Lessee and the Developer agree and undertake that none of the parties shall under any circumstances be entitled to claim any loss of profit or any indirect, special or consequential loss or damage including loss of data, loss of business, loss of goodwill, loss of contract, loss of anticipated savings/profits etc. and in the case of the Developer not to claim any compensation for any loss sustained by it by reason of it having purchased or procured any materials, or entered into any commitments, or made any advance on account of or with a view to perform this Agreement, and neither parties shall have any other claim against the other party save as determined by the Arbitrator in pursuance of clause.

## 25. Miscellaneous

- 25.1 **Developer to Collect Extras & Deposits:** The Developer shall collect in respect of all Units of the New Buildings deposits for formation of the Association, Sinking Fund, Common Expenses/Maintenance Charges, and deposits for Municipal Taxes which shall be handed over by the Developer to the Association at the appropriate time after making necessary adjustments. The Developer shall collect Extra Charges from the Transferees on account of proportionate share of Transformer charges/HT electricity, Generator, Club development Charges, Legal Charges, Association Formation Charges & any further charges that may be applicable.
- 25.2 **Documentation:** The documents for transfer including Agreements for transfer/assignment of Units and Deeds of transfer/assignment for the New Buildings/Project shall be prepared and finalized by the parties based on the mutually decided formats of instruments. The fees and cost of preparation, stamping, registration and other charges of the Agreements for transfer/assignment and the Deeds of transfer/assignment shall be paid by the Transferees of all the constructed spaces of the New Buildings. The legal fees in respect of the Agreements and Deeds relating to the entire Project shall be collected from the Transferees by the Developer.
- 25.3 **Additional Sanction and Further Construction:** If at any time after the Date of Plan Sanction, any additional sanction shall be obtained by the Developer and the Lessee as per mutually agreed terms.



- 25.4 **Compliance with the said Indenture of Lease:** Notwithstanding anything to the contrary contained elsewhere in this Agreement it is expressly declared and agreed by and between the Parties hereto that both the Lessee and the Developer as also all Transferees of Units shall be bound by and comply with the terms and conditions contained in the said Indenture of Lease dated 22<sup>nd</sup> November, 2018 and/or any clarification, modification or amendment thereof and all transfers to be made pursuant to this Development Agreement shall be made in accordance therewith.
- 25.5 **Proceedings with Third Parties:** All suits, actions, legal proceedings, arbitrations, criminal and/or civil cases and other proceedings relating to the Project (save and except those only relating to the leasehold right and interest of the said Premises) including relating to the construction of the New Buildings and any structural or other defect therein and/ or any failure on the part of the Developer to complete such construction of the New Buildings within the timelines as mentioned in Clause 8.5 of this Agreement and/or relating to any other default, negligence, act or omission (collectively "**Proceedings**") shall be contested by the Developer at its own costs without any liability of the Lessee and the Lessee shall be provided with copies of pleadings and orders and kept fully and timely informed about all developments in such Proceedings. If the Lessee is made a party to any such Proceedings then the Lessee shall also contest the same at the costs of the Developer. In the event of the Lessee having any monetary or other liability whatsoever under any of the Proceedings, then the same shall be paid and/or resolved by the Developer at its own costs without any liability of the Lessee and the Developer hereby indemnifies and agrees to keep the Lessee fully indemnified in this regard. In case the proceedings relate to the /marketable title or the Leasehold interest of the said Premises or any part thereof and the Developer having any monetary or other liability, whatsoever under any of such proceeding, then the same shall be paid and/ or resolved by the Lessee at its own cost without any liability of the Developer and the Lessee hereby indemnifies and agrees to keep the Developer fully indemnified in this regard. Further any Proceedings related to title and/or leasehold interest of the said premises shall be contested by the Lessee at its own costs and shall keep the Developer indemnified for the same.
- 25.6 **Acquisition and Requisition:** In the event of acquisition or requisition of the said Premises and/or the New Buildings and/or any portion thereof before completion of the Project, first both Parties shall pay back the revenue received from the intending Transferee from their own ratio. The compensation received by Lessee for such acquisition shall be shared between the parties in equal ratio (50:50).

- 25.7 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 25.8 **Validity:** The parties are executing this Agreement as a legally binding contract with intent to be bound by the terms hereof. If any term or provision herein contained shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the other provisions of this Agreement and the parties shall endeavor to replace such term or provision with a valid and enforceable term or provision which corresponds best to the original intention.
- 25.9 **Counterparts:** This Agreement is being executed in duplicate. The original Agreement shall be stamped and registered at the costs and expenses of the Developer and the Developer shall be entitled to the custody of the same. The duplicate copy of the Agreement shall be retained by the Lessee.
- 25.10 **Essence of the Contract:** The Lessee and the Developer expressly agree that the time periods mentioned in this Agreement shall be essence of the contract and shall be strictly adhered to save and except that valid extension may be permissible due to Force Majeure provided written notices of commencement and cessation of Force Majeure event are served by one party on the other as mentioned in Clause 26 below.
- 25.11 **No Partnership:** The Lessee and the Developer have entered into this Agreement purely on a 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.
- 25.12 **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. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.
- 25.13 **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.
- 25.14 **Name of New Buildings/Project:** The name of the New Buildings/Project shall be "SARVALOM" or such other name as may be mutually decided by the parties.
- 25.15 **No Transfer at present:** Nothing in these presents shall be construed as a transfer, demise or assignment or sub-lease in law

of the said Premises or any part thereof to the Developer by the Lessee. No transfer of any right or leasehold interest is intended to be or is being made by virtue of this Agreement. The transfer/assignment of leasehold right is intended to and shall take place only after completion of the New Buildings.

**26. Force Majeure:**

- 26.1 Force Majeure shall mean and include act of God, war, flood, drought, fire, cyclone, earthquake, epidemic, pandemic or any other calamity caused by nature affecting regular development of real estate project, restrictive order of a competent court or by any government authorities due to default of the Lessee and shall include any other circumstances that may be prescribed under RERA, war, invasion, civil commotion, boycott etc.

Upon occurrence of any Force Majeure event, the affected party shall, within 15 (fifteen) days of the commencement of the Force Majeure event, issue notice seeking extension of Completion Time, to the other party. Such affected party shall also, within 15 (fifteen) days of the cessation of the Force Majeure event, issue notice of the same, to the party. Any period prior to 15 (fifteen) days of the Notice of commencement of the Force Majeure event, shall not be taken into account for the purpose of extension, even if the Force Majeure event existed during such prior period.

- 27. Amendment/Modification:** The parties may add to, alter, amend and/or modify this Agreement or any part hereof in such manner as may be mutually agreed in writing provided however it shall not be necessary to register such writing. 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/or unless the same is mutually accepted and admitted by the parties.
- 28. Notice:** Any notice or other written communication given under or in connection with this Agreement may be delivered by hand against written acknowledgment, or sent by registered speed post with acknowledgement due to the address of the relevant Party mentioned in this Agreement or such other address as may be notified in writing by each Party from time to time.
- 29. Arbitration:** Any dispute or difference between the parties hereto relating to and/or concerning the said Premises or any portion thereof and/or arising out of and/or relating to and/or concerning this Agreement or any term or condition herein contained and/or any breach thereof and/or relating to interpretation thereof shall be resolved by mutual discussions between the parties amicably, failing which the same shall be referred to arbitration to 3 (three) Arbitrators. The Lessee shall appoint one Arbitrator and the

Developer shall appoint another Arbitrator. The two Arbitrators so appointed shall appoint the third Arbitrator within 30 days of appointment of the last of the said two Arbitrators. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the Arbitrators shall have summary powers and may make or give interim orders, awards and/or directions and shall be entitled to grant specific performance, damages, interest, etc. The Arbitrators shall be entitled to avoid all rules relating to evidence and procedure as are expressly avoidable under the law but shall give reasons for the award. The Award(s) made by the Arbitrators shall be final and the parties agree to be bound by the same.

- 30. Jurisdiction:** In connection with the aforesaid arbitration proceedings, the Courts at Kolkata only shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.
- 31. Rules of Interpretation:**  
In this Agreement, unless the context otherwise requires, capitalized terms defined by inclusion in quotations and/ or parenthesis shall have the meaning so respectively ascribed to each of such terms.
- 31.1 **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, re-enacted 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.
- 31.2 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.
- 31.3 **Gender:** In this Agreement, words denoting any gender includes all other genders.
- 31.4 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.
- 31.5 **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.

- 31.6 **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.
- 31.7 **Headings:** In this Agreement, the headings 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.

**32. Schedules:**

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**("said Premises")**

**ALL THAT** piece and parcel of Land measuring about **2.4983 Acres** more or less lying, situate at and being **Premises no. 184, J.N. Mukherjee Road, Howrah-711106** under Ward No.4 of the Howrah Municipal Corporation and comprised in Mouza: Malipanchghara, J.L. No. 01, Police Station Malipanchghara, District Howrah in the following Dags/Plots:

| <b>RS DAG NO</b> | <b>LR DAG NO</b> | <b>AREA IN ACRE</b> | <b>AREA IN KOTTAH</b> |
|------------------|------------------|---------------------|-----------------------|
| 160              | 168              | 0.4485              | 27.18                 |
| 161              | 169              | 0.2673              | 16.20                 |
| 82/267           | 171              | 1.1726              | 71.07                 |
| 74/254           | 172              | 0.0198              | 1.20                  |
| 82               | 88               | 0.4484              | 27.18                 |
| 83               | 89               | 0.0025              | 0.15                  |
| 85               | 90               | 0.0261              | 1.58                  |
| 84               | 91               | 0.0026              | 0.16                  |
| 86               | 92               | 0.1105              | 6.70                  |
|                  |                  | <b>2.4983</b>       | <b>151.42</b>         |

The said Premises is butted and bounded in the following manner:

|               |   |
|---------------|---|
| On the North: | By Shree Satya Narayan Madhav Mishra Vidyalaya. |
| On the East:  | By J.N. Mukherjee Road.                         |
| On the West:  | By Badalpara Lane.                              |
| On the South: | By Satyanarayan Temple.                         |

**OR HOWSOEVER OTHERWISE** the same may be butted, bounded, called, known, numbered, described or distinguished.

The said Premises is delineated on the **Plan** attached and bordered in **Green** color thereon.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(Specifications & Common portions)**

**BASIC INFRASTRUCTURE**

- Garden, Swimming Pool, Green Landscape and Children Play Area, Adda Zone, jogging track.
- Underground Water Supply, Electricity, Drainage, Sewerage System
- 24 Hours Water Supply.
- 24 Hours Security with CCTV System for Security and Surveillance.
- Complete Fire Fighting System.
- Adequate Power Supply.
- 24 Hours alternate Power Supply Source for common Area and Lift (Alternate Power Back-up for the Apartments shall also be provided after calculating the load factor) (Optional)
- Intercom Facility from Security Room to Apartments.
- Society Office.

**SOCIAL INFRASTRUCTURE**

- Library.
- Community Hall.

**SPORTS & LEISURE**

- Gymnasium.
- Swimming Pool
- Indoor Games: Carrom, Chess, Snooker table & board games.
- Outdoor Games: Basketball & Badminton.

**SPECIFICATIONS**

- Foundation : Concrete Piling
- Super structure : RCC Structure with Beam & Column, Earthquake resistant, reinforcement cement concrete framed structure with brick work infill of 8" / 5" / 3" with plaster on both sides.
- Internal Wall: POP/Putty finish over plastered surface.
- External Wall: Anti-Fungal External Grade Paint / Snowcem Cement Colours.
- Doors : Flush Doors with Sal Wood Frame fitted with standard stainless steel fittings
- Windows & Railings: Aluminum Sliding Windows with Clear Glass, Aluminum Louvers for Toilets.
- Balcony and Staircase: Mild Steel Railings as per design.
- Flooring :  
Living, Dining, Kitchenette, Bedrooms, Toilet, Balcony & Common Lobby - Vitrified Tiles

SPECIMEN FORM FOR TEN FINGERPRINTS



*SS*

|            |               |             |               |             |               |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand  | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|            |               |             |               |             |               |
| Right Hand | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
|            |               |             |               |             |               |



*Umesh. S. yadav*

|            |               |             |               |             |               |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand  | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|            |               |             |               |             |               |
| Right Hand | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
|            |               |             |               |             |               |



|            |               |             |               |             |               |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand  | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|            |               |             |               |             |               |
| Right Hand | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
|            |               |             |               |             |               |



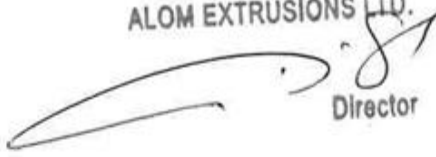
|            |               |             |               |             |               |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand  | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|            |               |             |               |             |               |
| Right Hand | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
|            |               |             |               |             |               |

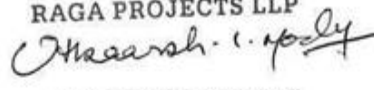
- Staircase – Kota Stone/ Green Marble.
- Kitchenette: Black Stone with Stainless Steel Sink.
  - Toilet: Wall Tiles up to 6-7 Ft height.
  - Kitchen: Wall Tiles up to 2 Ft height over Kitchen Counter
  - Toilet Fixture: European Style Ceramic WC and Basin with Stainless Steel Tap.
  - Electrical: Wiring – Conceal Conduit with FRLS Copper Wires of reputed make.
  - Switches – White Colour Semi Modular Type of reputed make.
  - Light & Fan Points – Standard number.
  - TV Point – Standard number.
  - Elevator – lift shall be provided of a reputed make.
  - Transformer : Shall be provided if required
  - Anti Termite treatment shall be provided.
  - Pressure Testing: In all toilets and pipe line.

The Lessee and the Developer shall be entitled to mutually modify and/or change and/or add to the above Specifications from time to time if the same are deemed by them to be in the interest of the Project and in such event the modified/changed specifications shall be deemed to be incorporated herein.

### 33. Execution and Delivery

**In Witness Whereof** the Parties have executed this Agreement on the date mentioned above.

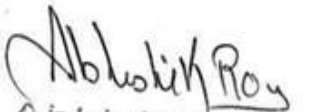
ALOM EXTRUSIONS LTD.  
  
 Director  
 \_\_\_\_\_  
**Lessee**

RAGA PROJECTS LLP  
  
 PARTNER / AUTH. SIGNATURE  
 \_\_\_\_\_  
**Developer**

#### Witnesses:

1. Gaurav Moudhra  
 20/12 Mohlal Basak Lane  
 Kolkata - 700054

2. SWATI BHATTACHARYA  
 7B Pretoria Street  
 Kolkata - 700078

  
 Abhishek Roy  
 Advocate  
 Allpore Judges Court



**MEMO OF DEPOSIT**

**RECEIVED** from the Developer an aggregate sum of Rs. **70,000,000/-** (Rupees **SEVEN CRORES** only) being part of Deposit in terms of Clause 12.1 of this Agreement as per the following details:

|  |                          |
|--|--------------------------|
| By RTGS dated 10.07.2019 drawn on ICICI Bank Ltd, Howrah Branch, Howrah. | Rs. 50,00,000.00         |
| By RTGS dated 12.07.2019 drawn on ICICI Bank Ltd, Howrah Branch, Howrah. | Rs. 50,00,000.00         |
| By RTGS dated 15.07.2019 drawn on ICICI Bank Ltd, Howrah Branch, Howrah. | Rs. 50,00,000.00         |
| By RTGS dated 17.07.2019 drawn on ICICI Bank Ltd, Howrah Branch, Howrah. | Rs. 50,00,000.00         |
| By RTGS dated 19.07.2019 drawn on ICICI Bank Ltd, Howrah Branch, Howrah. | Rs. 25,00,000.00         |
| By RTGS dated 01.08.2019 drawn on ICICI Bank Ltd, Howrah Branch, Howrah. | Rs.1,00,00,000.00        |
| By RTGS dated 03.08.2019 drawn on ICICI Bank Ltd, Howrah Branch, Howrah. | Rs. 50,00,000.00         |
| By RTGS dated 09.08.2019 drawn on ICICI Bank Ltd, Howrah Branch, Howrah. | Rs. 50,00,000.00         |
| By RTGS dated 20.08.2019 drawn on ICICI Bank Ltd, Howrah Branch, Howrah. | Rs. 50,00,000.00         |
| By RTGS dated 19.03.2020 drawn on ICICI Bank Ltd, Howrah Branch, Howrah. | Rs. 25,00,000.00         |
| By RTGS dated 31.03.2021 drawn on ICICI Bank Ltd, Howrah Branch, Howrah. | Rs. 2,00,00,000.00       |
| <b>TOTAL</b>   | <b>Rs.7,00,00,000.00</b> |

Rupees Seven Crores only

Witnesses:

1. *Girishy Muddara*

2. *[Signature]*

ALOM EXTRUSIONS LTD

*[Signature]*  
Director

(Lessee)



## Major Information of the Deed

|  |   |  |            |
|--|---|--|------------|
| Deed No :  | I-1904-14468/2022   | Date of Registration                   | 08/09/2022 |
| Query No / Year  | 1904-2000385438/2022  | Office where deed is registered        |            |
| Query Date   | 02/02/2022 12:25:44 PM  | A.R.A. - IV KOLKATA, District: Kolkata |            |
| Applicant Name, Address & Other Details                      | PRAVAKAR DAS<br>85A, Sarat Bose Road, Jyoti Vihar, 3rd Floor, Thana : Bhawanipore, District : South 24-Parganas, WEST BENGAL, PIN - 700026, Mobile No. : 7501785960, Status :Solicitor firm |  |            |
| Transaction  | Additional Transaction  |  |            |
| [0110] Sale, Development Agreement or Construction agreement | [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 7,00,00,000/-]   |  |            |
| Set Forth value  | Market Value  |  |            |
|  | Rs. 34,88,53,538/-  |  |            |
| Stampduty Paid(SD)   | Registration Fee Paid   |  |            |
| Rs. 75,121/- (Article:48(g))                                 | Rs. 7,00,105/- (Article:E, E, B, M(a), M(b), I)   |  |            |
| Remarks  | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)  |  |            |

### Land Details :

District: Howrah, P.S:- Malipanchghara, Corporation: HOWRAH MUNICIPAL CORPORATION, Road: J. N. Mukherjee Rd., , Premises No: 184, , Ward No: 004 Pin Code : 711106

| Sch No               | Plot Number | Khatian Number | Land Use Proposed ROR | Area of Land     | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details       |
|----------------------|-------------|----------------|-----------------------|------------------|-------------------------|-----------------------|---------------------|
| L1                   | (RS :- )    |                | Bastu                 | 2.4983 Acre      |                         | 34,88,53,538/-        | Property is on Road |
| <b>Grand Total :</b> |             |                |                       | <b>249.83Dec</b> | <b>0 /-</b>             | <b>3488,53,538 /-</b> |                     |

### Land Lord Details :

| SI No | Name,Address,Photo,Finger print and Signature  |
|-------|--|
| 1     | <b>ALOM EXTRUSIONS LIMITED</b><br>7B, Pretoria Street, City:- , P.O:- Middleton Row, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071 , PAN No.:: AAxxxxx8N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative |

**Developer Details :**

| SI No | Name,Address,Photo,Finger print and Signature   |
|-------|---|
| 1     | <b>RAGA PROJECTS LLP</b><br>16A Brabourne Road, 9th Floor, City:- , P.O:- Hare Street, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx4L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

**Representative Details :**

| SI No | Name,Address,Photo,Finger print and Signature   |
|-------|---|
| 1     | <b>Mr Ajay Prakash Jhunjunwala</b><br>Son of Late Sawal Ram Jhunjunwala 7, Pretoria Street, City:- , 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, , PAN No.:: ACxxxxxx2B, Aadhaar No: 93xxxxxxxx3198 Status : Representative, Representative of : ALOM EXTRUSIONS LIMITED (as Managing Director) |
| 2     | <b>Mr UTKAARSH K MODY (Presentant )</b><br>Son of Mr Pawan Kumar Mody 8A Middleton Street, City:- , 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, , PAN No.:: AJxxxxxx4L, Aadhaar No: 35xxxxxxxx6858 Status : Representative, Representative of : RAGA PROJECTS LLP (as Partner)                  |

**Identifier Details :**

| Name   | Photo | Finger Print | Signature |
|--|-------|--------------|-----------|
| <b>Mr Pravakar Das</b><br>Son of Mr Shankar Das<br>Nabagram, Shyampur, City:- , P.O:- Nabagram, P.S:-Shyampur, District:- Howrah, West Bengal, India, PIN:- 711315 |       |              |           |
| Identifier Of Mr Ajay Prakash Jhunjunwala, Mr UTKAARSH K MODY  |       |              |           |

**Transfer of property for L1**

| SI.No | From                    | To. with area (Name-Area)    |
|-------|-------------------------|------------------------------|
| 1     | ALOM EXTRUSIONS LIMITED | RAGA PROJECTS LLP-249.83 Dec |

**Endorsement For Deed Number : I - 190414468 / 2022**

**On 31-08-2022**

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

Presented for registration at 19:30 hrs on 31-08-2022, at the Private residence by Mr UTKAARSH K MODY ,.

**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 34,88,53,538/-

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

Execution is admitted on 31-08-2022 by Mr Ajay Prakash Jhunjunwala, Managing Director, ALOM EXTRUSIONS LIMITED, 7B, Pretoria Street, City:- , P.O:- Middleton Row, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071

Indetified by Mr Pravakar Das, , , Son of Mr Shankar Das, Nabagram, Shyampur, P.O: Nabagram, Thana: Shyampur, , Howrah, WEST BENGAL, India, PIN - 711315, by caste Hindu, by profession Service

Execution is admitted on 31-08-2022 by Mr UTKAARSH K MODY, Partner, RAGA PROJECTS LLP, 16A Brabourne Road, 9th Floor, City:- , P.O:- Hare Street, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Mr Pravakar Das, , , Son of Mr Shankar Das, Nabagram, Shyampur, P.O: Nabagram, Thana: Shyampur, , Howrah, WEST BENGAL, India, PIN - 711315, by caste Hindu, by profession Service

**Mohul Mukhopadhyay**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**Kolkata, West Bengal**

**On 01-09-2022**

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 7,00,105/- ( B = Rs 7,00,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by by online = Rs 7,00,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/02/2022 3:50PM with Govt. Ref. No: 192021220182076668 on 11-02-2022, Amount Rs: 7,00,021/-, Bank: SBI EPay ( SBlePay), Ref. No. 3213131136822 on 11-02-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/02/2022 3:50PM with Govt. Ref. No: 192021220182076668 on 11-02-2022, Amount Rs: 75,021/-, Bank: SBI EPay ( SBlePay), Ref. No. 3213131136822 on 11-02-2022, Head of Account 0030-02-103-003-02

**Mohul Mukhopadhyay**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**Kolkata, West Bengal**

**On 08-09-2022**

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

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

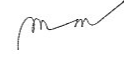
### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7,00,105/- ( B = Rs 7,00,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 84/-

### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-  
Description of Stamp

1. Stamp: Type: Impressed, Serial no 35548, Amount: Rs.100/-, Date of Purchase: 20/07/2022, Vendor name: S Das



**Mohul Mukhopadhyay**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**Kolkata, West Bengal**

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

**Registered in Book - I**

**Volume number 1904-2022, Page from 897754 to 897800**

**being No 190414468 for the year 2022.**



**(Mohul Mukhopadhyay) 2022/09/09 12:16:24 PM**

**ADDITIONAL REGISTRAR OF ASSURANCE**

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

**West Bengal.**

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